



MTG 2013064602



JUN 26 2013 10:50 P 11

Fee amount: 70.00  
FB: 01-60000  
COMP: MS

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
06/26/2013 10:50:02.00



2013064602

Deed of Trust and  
Security Agreement

File #: 12-115260

DEED OF TRUST AND SECURITY AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Loan Number: 2807.5444

Grantor: The Water's Edge United Methodist Church, a Nebraska nonprofit corporation

Grantor's Address: 18035 Oak Street, Omaha, Nebraska 68130

Promissory Note Amount: ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)

Maturity Date of Promissory Note: June 24, 2036

Purpose of Note and Deed of Trust: To finance the purchase of new property and refinance existing debt

1. Parties. The grantor of this Deed of Trust and Security Agreement (the "Deed of Trust") is the grantor named above (the "Grantor"). The trustee is STEWART TITLE GUARANTY COMPANY, TRUSTEE (the "Trustee"). The Trustee's address is 1603 Farnam Street, #219, Omaha, NE 68102. The beneficiary is the TEXAS METHODIST FOUNDATION (the "Beneficiary"), a Texas nonprofit corporation. Beneficiary's address is 11709 Boulder Lane, Suite 100, Austin, Travis County, Texas 78726.

2. Obligations. The indebtedness and obligations secured by this Deed of Trust (the "Obligations") are: (a) the promissory note of even date herewith (the "Note") in the principal amount stated above, executed by Grantor as maker and payable to the order of Beneficiary, bearing interest and being payable as therein provided, providing for the possibility of the acceleration of maturity upon default, and finally maturing on or about the maturity date stated above; (b) all other funds advanced by the Beneficiary to the Grantor on or after the date hereof, it being specifically anticipated that Beneficiary at Beneficiary's option may make future advances to the Grantor, and Grantor and Beneficiary specifically intend that such future advances will be secured by this Deed of Trust; (c) all other indebtedness, of whatever kind and character, now owing or which may hereafter become owing by Grantor to Beneficiary, whether such indebtedness is direct or indirect, primary or secondary, fixed or contingent, or arises out of or is evidenced by a note, deed of trust, open account, overdraft, endorsement, surety agreement, guaranty, or otherwise; (d) all other obligations or indebtedness of Grantor arising under the terms of this Deed of Trust or arising under the terms of any other instrument securing the obligations or indebtedness of Grantor to Beneficiary; and (e) all renewals, rearrangements, modifications and extensions of the Note or of any of the indebtedness and obligations described above.

3. Property. This Deed of Trust creates a lien on and security interest in the following property (the "Property"): (a) the real property described as Parcel 1 and Parcel 2 on Exhibit "A" attached hereto and incorporated herein; and (b) all improvements, fixtures, furniture, furnishings, equipment, books, records, contract rights, rents, accounts and general intangibles now or hereafter affixed to, located on, used in connection with or related to such real property; and (c) each and every right, privilege, hereditament and appurtenance in anywise incident, appertaining, belonging or relating to any of the property described above.

4. Grant. Grantor grants, bargains, sells, transfers, assigns and conveys to the Trustee in trust with power of sale for the benefit of Beneficiary all of the Property, to have and to hold the Property, together with all of the rights, hereditaments and appurtenances in anywise appertaining or belonging thereto, to the Trustee in trust with power of sale, his successors or substitutes in this trust and his assigns, forever. Grantor grants a security interest to Beneficiary in those items of the Property which constitute personal property or which otherwise are subject to provisions of Article Nine of the Nebraska Uniform Commercial Code in order to secure the payment and performance of the Obligations. Grantor does hereby bind Grantor and Grantor's heirs, legal representatives, successors and assigns, to warrant and forever defend the Property unto the Trustee, his successors and assigns, forever, against the claim or claims of all persons whomsoever claiming or to claim the same, or any part thereof. This conveyance is made in trust, however, to secure the payment and performance of the Obligations.

5. Representations and Warranties. Grantor represents and warrants that: (a) the Note, this Deed of Trust, and all of the other documents related to this transaction have been approved in accordance with Grantor's organizational documents and The Book of Discipline of The United Methodist Church; (b) the lien and security interest created by this Deed of Trust constitutes a valid first lien against all of the Property, superior to all other liens and encumbrances, unless otherwise provided herein; (c) the Property contains no Hazardous Substances (as defined herein) and has never been used for the storage or disposal of Hazardous Substances (as defined herein); (d) the Property contains no storage tanks for gasoline or other petrochemicals; and (e) none of the Property is located within the 100-year flood plain established by the United States Government or has otherwise been identified by any governmental agency as being a flood hazard.

6. Covenants. Grantor covenants and agrees: (a) to pay and perform each of the Obligations when payment and performance is due, whether by reason of acceleration of maturity or otherwise; (b) to do what is necessary to maintain the priority of this lien and security interest with respect to the Property; (c) to pay promptly all bills for labor and materials incurred in connection with the Property and never to permit to be fixed against part or all of the Property any lien or encumbrance other than the liens and security interests in favor of Beneficiary and the lien for unpaid real estate taxes and special assessments not yet due and delinquent; (d) not to mortgage, grant a security interest in or otherwise encumber the Property or any part thereof without Beneficiary's prior written consent; (e) to pay prior to delinquency all taxes and assessments on or affecting the Property and to provide evidence of payment to Beneficiary; (f) to insure the Property at all times against all risk, which insurance shall: (1) name the Beneficiary as a mortgagee/loss payee, (2) be issued by companies acceptable to Beneficiary, (3) be in an amount equal to or greater than (A) eighty percent (80%) of the replacement value of the buildings and other improvements on the Property or (B) the amount of the Obligations from time to time outstanding, whichever is greater, and (4) provide that Beneficiary will be given at least thirty (30) days' written notice prior to cancellation, unless a shorter notice period is required by law; (g) to provide Beneficiary with copies of all insurance policies covering the Property and timely evidence that all premiums have been paid; (h) not to lease any of the Property without Beneficiary's prior written consent; (i) not to sell, contract to sell, give, encumber, transfer or otherwise convey part or all of the Property or any legal or equitable interest therein without Beneficiary's prior written consent; (j) not to make any alteration to the improvements constituting part of the Property and not to demolish or construct

improvements on or to the Property without the Beneficiary's prior written consent; (k) to maintain and preserve the Property in good repair and condition; (l) to prevent waste of and to the Property; (m) not to permit any Hazardous Substance (as defined herein) to be used or located on the Property; (n) to comply with all valid laws, ordinances and regulations applicable to the Property and its ownership, use and operation; (o) not to use or permit the use of the Property for any unlawful purpose; (p) to maintain Grantor's relationship with The United Methodist Church; (q) to provide to Beneficiary accurate and complete financial statements of Grantor prepared in accordance with generally accepted accounting principles annually within forty-five (45) days of the end of Grantor's fiscal year; (r) to pay all of the attorneys' fees and other costs and expenses incurred by Beneficiary in connection with the preparation, execution and enforcement of the Note, this Deed of Trust and the other loan documents, the collection of the Obligations, the conducting of any trustee's sale and the release of the lien and security interest created by this Deed of Trust; and (s) to use, keep and maintain as a place of divine worship of the United Methodist ministry and members of The United Methodist Church, subject to the Discipline, usage and ministerial appointments of said church as from time to time authorized and declared by the General Conference and by the Annual Conference within whose bounds the Property is situated. Time is of the essence of Grantor's covenants and obligations hereunder.

7. Inspection. Beneficiary and Beneficiary's agents shall have the right before and after default at all reasonable times and from time to time to inspect the Property and Grantor's records related to the Property.

8. Performance of Grantor's Obligations. If Grantor fails to keep or perform any covenant or agreement contained in this Deed of Trust, Beneficiary may, but is not obligated to, perform or attempt to perform the covenant or agreement. Grantor covenants and agrees to pay upon demand any cost or expense incurred by Beneficiary in performing or attempting to perform the covenant or agreement. The amount of the cost or expense incurred by Beneficiary shall become part of the Obligations, shall bear interest from the date it was incurred by Beneficiary until the date it is paid by Grantor at the rate of interest then in effect under the Note, and shall be fully secured by the liens, assignments, and security interest of this Deed of Trust. Payment by Grantor of the cost or expense incurred by Beneficiary does not constitute a waiver of the default by Beneficiary. Beneficiary shall be subrogated to all rights and liens securing the payment of any debt, claim, tax or assessment which Beneficiary may pay or advance under the terms hereof. Any amounts paid, as well as the time of payment hereof, shall be deemed fully established by the affidavit or certificate of the Trustee or Beneficiary. Grantor agrees that the payment of such taxes or assessments, the procuring and maintaining of such insurance, or the tendering of any such performance or payment by Beneficiary shall not prevent Beneficiary from declaring the Obligations to be due and payable under the provisions hereof by reason of such event of default and pursuing any other remedies available to Beneficiary should Beneficiary so elect.

9. Rents and Other Income. Beneficiary shall have the right to collect all payments of rent, royalties or other income associated with the Property directly and to apply the amounts so received to the Obligations in the inverse order of maturity. If Grantor receives any rent, royalties or other income associated with the Property, Grantor shall account faithfully to Beneficiary for the amounts so received and will pay such amounts to Beneficiary upon request, and Beneficiary will apply the amounts so received to the Obligations in the inverse order of maturity. Beneficiary shall not

be obligated to collect rent, royalties or other income and is not liable to Grantor or to anyone for its actions or inactions in connection with the collection of rents, royalties or other income.

10. Events of Default. Each of the following shall constitute an event of default under this Deed of Trust: (a) the failure of Grantor to pay the Obligations as they become due, including, but not limited to, the failure of Grantor to pay the Note as it becomes due, by reason of acceleration of maturity or otherwise; (b) the failure of Grantor to perform each of the Obligations; (c) the making by Grantor of an assignment for the benefit of one or more creditors; (d) the levy against the Property or any part thereof of any execution, attachment, sequestration or other writ; or (e) the appointment of a receiver for Grantor or any of Grantor's property, including, but not limited to, the Property.

11. Acceleration. Upon the occurrence of any event of default, Beneficiary shall have the right to accelerate the maturity of the Obligations and to declare that the Obligations are immediately due and payable, without notice of default, demand, presentment, notice of intent to accelerate, notice of acceleration or other notice, all of which are expressly waived by Grantor to the extent permitted by law.

12. Trustee's Sale. Upon the occurrence of any event of default, Beneficiary may, at its option, and in addition to any other rights and remedies available to it, request the Trustee to proceed with foreclosure. If so requested by the Beneficiary, the Trustee is authorized and empowered, and it shall be his special duty, to sell the Property in the manner provided in the Nebraska Trust Deeds Act. Grantor agrees that any sale of part or all of the Property conducted in the manner provided in the Nebraska Trust Deeds Act shall be considered commercially reasonable. The Trustee shall post, file and serve notice of the sale as provided by such section and shall conduct the sale at the time and place as provided by such section. The Trustee may sell all of the Property as a whole, or it may sell parts of the Property in lots or parcels as the Trustee deems proper. The Trustee may sell the real and personal property making up the Property together, or it may sell the real property and personal property in separate sales. If the Trustee or Beneficiary so elects, sales of personal property may be conducted in accordance with the terms and provisions of Article Nine of the Nebraska Uniform Commercial Code and not in accordance with the Nebraska Trust Deeds Act. Grantor agrees that ten (10) days' notice of any sale conducted in accordance with Article Nine of the Nebraska Uniform Commercial Code shall be reasonable notice. Sale of a part of the Property shall not exhaust the power of sale; rather, sales may be made from time to time until all of the Property to be sold is sold and all of the Obligations are paid. Grantor waives its right, if any, to a marshalling of assets. The Trustee shall not be required to have present at or to exhibit at any sale any of the Property subject to the lien or security interest. Unless otherwise expressly provided by the Trustee, each trustee's sale shall be to the highest bidder for cash, provided that Beneficiary may bid and purchase at any trustee's sale, and Beneficiary shall be entitled to bid part or all of the indebtedness secured by this Deed of Trust at any sale. The Trustee is authorized to receive the proceeds of each trustee's sale and apply the proceeds as follows: FIRST, to the payment of the expenses of such sale or disposition together with Trustee's fees and reasonable attorneys' fees and expenses, Beneficiary's costs and the actual cost of publishing, recording, mailing and posting notice; SECOND, to the payment of the cost of any search or other evidence of title procured in connection therewith, if applicable, and recordation and transfer taxes and other charges, if any, on any release or deed of reconveyance; THIRD, to the payment of all Obligations and all other sums due Beneficiary from Grantor; FOURTH,

to the payment of all other sums secured hereby; and the remainder, if any, to the person or persons legally entitled thereto in the order of their priority. After each sale, Trustee shall deliver to such purchaser or purchasers thereof a good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. Statements contained in any trustee's deed and statements contained in any affidavit or affidavits of the Trustee, Beneficiary, or any attorney, agent or representative of the Trustee or Beneficiary regarding actions taken in connection with the Note, this Deed of Trust or any trustee's sale shall be taken by all courts of law and equity as prima facie evidence that the statements and recitals are correct and state facts and are without further question to be so accepted. Grantor ratifies and confirms any and all acts that the Trustee may lawfully do under the terms of this Deed of Trust. The purchaser may take immediate possession of the property purchased free and clear of any such easement, contract, restriction or impediment. The purchaser at any trustee's sale shall receive, as an incident to ownership, the right of immediate possession of the property purchased, and Grantor or any other person in possession of the property purchased, or any part thereof, shall be considered tenants at sufferance of the purchaser, and anyone occupying part or all of the property after purchaser demands possession shall be guilty of forcible detainer and shall be subject to eviction and removal as provided by law, and liability for any damages sustained by the person so occupying the property is hereby expressly waived.

13. Judicial Remedies. Upon the occurrence of any event of default, Beneficiary, at Beneficiary's option, may enforce the Obligations, or any of the Obligations, by judicial action, including, but not limited to, the filing of one or more lawsuits to collect the Note. Judicial action shall not be a prerequisite for causing the Trustee to conduct one or more sales pursuant to the power of sale provided herein, and the conduct of one or more sales by the Trustee shall not be a prerequisite to judicial action. Upon or at any time after the filing of a judicial proceeding, Beneficiary, as a matter of right, without regard to the sufficiency of the security for the Obligations and without any showing of insolvency, fraud or mismanagement by Grantor, shall be entitled to the appointment of a receiver the Property and of the income, rents, royalties and profits of the Property.

14. Remedies Cumulative. The rights and remedies of Beneficiary contained in this Deed of Trust are cumulative of and in addition to any and all other rights and remedies contained in the Note or in any of the other documents related to this transaction or otherwise available by contract, at law or in equity. The exercise of any right or remedy shall not prevent the concurrent or subsequent exercise of any other appropriate right or remedy.

15. No Waiver. Beneficiary may waive any and all covenants and defaults under this Deed of Trust to such extent and in such manner as the Beneficiary may desire. To constitute a waiver by Beneficiary, the waiver must be by instrument in writing signed by Beneficiary and delivered to Grantor. No waiver shall affect or impair Beneficiary's rights under this Deed of Trust or the lien and security interest created hereby, except to the extent specifically stated in any such written instrument of waiver. Beneficiary shall not be deemed to have waived any covenant or default by its failure to act or its delay in acting. Waiver of a breach of a particular covenant shall not constitute a waiver of a subsequent breach of the same covenant.

16. Discharge of Obligations. If Grantor fully and faithfully pays, performs and discharges each of the Obligations in accordance with the terms of this Deed of Trust and in accordance with the terms

of any other instrument evidencing or securing any of the Obligations, then this conveyance shall become null and void. Upon written request of Beneficiary stating that all sums secured hereby have been paid, Trustee shall reconvey to Grantor, or to the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

17. Substitute and Successor Trustees. From time to time, Trustee may resign or Beneficiary may substitute a successor to any Trustee named in or acting under this Deed of Trust by a written instrument executed and acknowledged by Beneficiary and recorded in the office(s) of the recorder(s) of the county or counties where the Land and Improvements are situated. If Beneficiary is a corporation and such appointment is executed on its behalf by any officer of such corporation, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of Beneficiary. Furthermore, any such instrument is conclusive proof of the proper substitution of the successor Trustee, who will automatically upon recordation of the instrument succeed to all estate, title, rights, powers and duties of the predecessor Trustee.

18. Grantor's Assigns. This Deed of Trust shall be binding upon Grantor and Grantor's heirs, representatives, successors and assigns. Grantor may not assign the Property or any interest therein without the prior written consent of Beneficiary. Grantor may not assign this Deed of Trust or any of Grantor's rights or obligations under or interests in this Deed of Trust without the prior written consent of the Beneficiary.

19. Beneficiary's Assigns. This Deed of Trust shall be binding upon and shall inure to the benefit of Beneficiary and Beneficiary's heirs, representatives, successors and assigns. At any time and from time to time, Beneficiary may assign part or all of the Obligations or any right, title or interest in the Obligations, together with the lien and security interest created by this Deed of Trust or any right, title or interest therein, without the consent of or notice to Grantor. Beneficiary's assignee shall succeed to all of the rights, remedies, titles and interests of Beneficiary under the terms of this Deed of Trust to the extent of the interest assigned.

20. No Usury. Notwithstanding anything in the Note or this Deed of Trust to the contrary, in no event shall interest on the Obligations ever be charged, paid, collected or received at a rate in excess of the maximum nonusurious rate from time to time permitted by applicable federal or Texas law, whichever shall permit the higher lawful rate. If for any reason the interest paid on the Note shall ever exceed the highest lawful rate, Beneficiary shall refund to Grantor or, at the option of Beneficiary, credit on the principal portion of the Obligations that portion of the interest as may be necessary to cause the interest paid on the Obligations to equal the highest lawful rate. All sums paid or agreed to be paid to Beneficiary for the use, forbearance or detention of money shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the Obligations.

21. Hazardous Substance. As used herein, the term "Hazardous Substance" means any hazardous substance, material or gas and includes, but is not limited to, any substance, material or gas with respect to which an owner of the Property may have liability under the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act of 1986, or any other environmental law or regulation.

22. Unsecured Obligations. If any part of the Obligations is not secured by a valid lien and security interest, then all payments on the Obligations shall first be applied to the unsecured portion of the Obligations before any payment shall be applied to the secured portion of the Obligations.

23. Due-On-Sale. If Grantor or any other owner of part or all of the Property shall sell, contract for sale, give, encumber, lease or otherwise transfer or convey the Property or any portion thereof or interest therein without the prior written consent of Beneficiary, Beneficiary, in addition to any other rights and remedies available to Beneficiary, may accelerate the Obligations and declare each of the Obligations immediately due and payable.

24. Pastor and District Superintendent Approval. The undersigned pastor and district superintendent approve the execution and delivery of this Deed of Trust by Grantor and the creation of the lien and security interest on the Property and acknowledge that this instrument has been approved in accordance with The Book of Discipline of The United Methodist Church.

25. No Liability for Representatives. Individuals signing this Deed of Trust in a representative capacity shall have no personal liability under the terms of this Deed of Trust.

26. Counterparts. This Deed of Trust may be executed in one or more counterparts, each of which when taken together shall constitute but one instrument.

27. Purpose. The Note secured by this Deed of Trust is given for and represents cash advanced or to be advanced by Beneficiary to Grantor at Grantor's special instance and request for the purpose stated above.

28. Financing Statement. This Deed of Trust or a photographic copy hereof may be filed as a financing statement.

29. No Borrowing. Grantor covenants and agrees not to borrow any money or incur any indebtedness in excess of \$25,000.00 without Beneficiary's prior written consent.

30. Request for Notice. Grantor hereby requests a copy of any Notice of Default and any Notice of Sale hereunder be mailed to Grantor at Grantor's addresses set forth on the first page of this Deed of Trust. While hereby expressly reserving the priority of this Deed of Trust as established by law, Trustee and Beneficiary hereunder request that a copy of any Notice of Default and any Notice of Sale under any deed of trust recorded against the Property either prior to, or subsequent to the date this Deed of Trust is recorded be mailed to each at the addresses set forth on the first page of this Deed of Trust.

Executed effective June 24, 2013.



THE WATER'S EDGE UNITED METHODIST  
CHURCH, a Nebraska nonprofit  
corporation

By: Gail Ortegren  
Name: Gail Ortegren  
Chairman, Board of Trustees

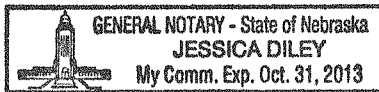
By: Jennie Clements  
Name: Jennie Clements  
Secretary, Board of Trustees

APPROVED:  
Craig Finnestad  
Name: Craig Finnestad, Pastor

Dan S. Flanagan  
Name: Dan Flanagan  
DISTRICT SUPERINTENDENT OF THE  
MISSOURI RIVER DISTRICT OF THE  
NEBRASKA ANNUAL CONFERENCE OF  
THE UNITED METHODIST CHURCH

THE STATE OF NEBRASKA  
COUNTY OF DOUGLAS

This instrument was acknowledged before me on the 24 day of  
June, 2013, by Gail Ortegren, the Chairman of the Board of Trustees  
of The Water's Edge United Methodist Church, a Nebraska nonprofit  
corporation, on behalf of said corporation.

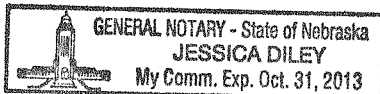


[SEAL]

Jessica Diley  
Notary Public, State of Nebraska

THE STATE OF NEBRASKA  
COUNTY OF DOUGLAS

This instrument was acknowledged before me on the 24 day of  
June, 2013, by Jennie Clements, the Secretary of the Board of  
Trustees of The Water's Edge United Methodist Church, a Nebraska  
nonprofit corporation, on behalf of said corporation.



[SEAL]

Jessica Diley  
Notary Public, State of Nebraska

THE STATE OF NEBRASKA  
COUNTY OF DOUGLAS

This instrument was acknowledged before me on the 24 day of June, 2013, by Craig Finnestad in his capacity as the Pastor of the Water's Edge United Methodist Church.

[SEAL]

  
Notary Public, State of Nebraska



THE STATE OF NEBRASKA  
COUNTY OF DOUGLAS

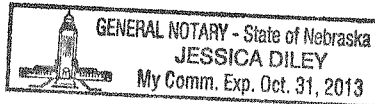
This instrument was acknowledged before me on the 24 day of June, 2013, by Dan Flanagan in his capacity as the District Superintendent of the Missouri River District of the Nebraska Annual Conference of the United Methodist Church.

[SEAL]

  
Notary Public, State of Nebraska

After Recording Return to:

Texas Methodist Foundation  
11709 Boulder Lane #100  
Austin, TX 78726-1808



**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

*SW 1/4*  
*SE 1/4*

**PARCEL 1:**

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 7, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SE1/4 OF SECTION 7; THENCE N87°13'30"E (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SE1/4 OF SECTION 7, A DISTANCE OF 44.96 FEET; THENCE N02°46'30"W, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HARRISON STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N47°45'43"W, A DISTANCE OF 11.31 FEET; THENCE N02°44'55"W, A DISTANCE OF 138.19 FEET; THENCE N12°55'48"W, A DISTANCE OF 84.73 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 168.88 FEET, A DISTANCE OF 118.84 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N17°10'53"E, A DISTANCE OF 109.80 FEET; THENCE N36°09'07"E, A DISTANCE OF 384.76 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 63.63 FEET, A DISTANCE OF 24.98 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N47°24'01"E, A DISTANCE OF 24.82 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 109.90 FEET, A DISTANCE OF 70.79 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N40°11'45"E, A DISTANCE OF 69.57 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 70.94 FEET, A DISTANCE OF 9.24 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N25°28'28"E, A DISTANCE OF 9.23 FEET TO THE SOUTHWESTERLY CORNER OF LOT 160, FALLING WATERS, A SUBDIVISION LOCATED IN SAID SE1/4 OF SECTION 7; THENCE S58°09'16"E ALONG THE SOUTHERLY LINE OF SAID LOT 160, FALLING WATERS, A DISTANCE OF 132.34 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 160, FALLING WATERS; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID FALLING WATERS ON THE FOLLOWING DESCRIBED COURSES; THENCE N36°09'07"E, A DISTANCE OF 596.50 FEET; THENCE N72°42'22"E, A DISTANCE OF 38.37 FEET; THENCE N87°15'05"E, A DISTANCE OF 407.74 FEET; THENCE S02°44'55"E, A DISTANCE OF 138.09 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 195TH STREET, SAID POINT ALSO BEING THE SOUTHERLY CORNER OF OUTLOT "C", SAID FALLING WATERS; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 390.00 FEET, A DISTANCE OF 404.57 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S05°06'57"W, A DISTANCE OF 386.67 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 260.00 FEET, A DISTANCE OF 99.05 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S13°41'19"E, A DISTANCE OF 98.45 FEET; THENCE S02°46'30"E, A DISTANCE OF 479.59 FEET; THENCE S42°13'30"W, A DISTANCE OF 11.31 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE OF HARRISON STREET; THENCE S87°13'30"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF HARRISON STREET, A DISTANCE OF 1213.31 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

Condominium Units 21 and 22, in accordance with the Declaration of Condominium Ownership at Ridgeview Office Park Condominiums, recorded June 21, 2007 as Instrument No. 2007070216; and the Amendment to the Declaration of Condominium Ownership of Ridgeview Office Park Condominiums recorded August 28, 2007 as Instrument No. 2007098657, all in the Official Records, Douglas County, Nebraska, City of Omaha, Douglas County, Nebraska.