

AFTER RECORDING,
RETURN TO:

Peter Levy
DLA Piper LLP (US)
203 N. LaSalle Street
Suite 1900
Chicago, Illinois 60601

This space reserved for Recorder's use only.

**ACCESS EASEMENT AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

1ST AM

THIS ACCESS EASEMENT AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this "Agreement") is made as of this 31st day of March, 2017 by and between COSTCO WHOLESALE CORPORATION, a Washington corporation ("Costco"), and THE LINCOLN MEMORIAL PARK CEMETERY ASSOCIATION, a Nebraska corporation ("Lincoln"), hereinafter each individually referred to as a "Party" and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Costco is the owner of those certain parcels of land (collectively, the "Costco Parcel") located in Lancaster County, Nebraska, and legally described on Exhibit A attached hereto and made a part hereof and depicted as the "Costco Parcel" on the site plan attached hereto as Exhibit B and made a part hereof (the "Site Plan");

WHEREAS, Lincoln is the owner of those certain parcels of land, which include those certain outlot parcels (collectively, the "Lincoln Parcel"), located adjacent to the Costco Parcel depicted as the "Lincoln Parcel" on the Site Plan and legally described in Exhibit C attached hereto and made a part hereof;

WHEREAS, immediately preceding the execution of this Agreement, Costco acquired the Costco Parcel from Lincoln, and as partial consideration for that transaction, Costco and Lincoln each agreed to grant certain access easements to the other and to declare their respective parcel certain restrictive covenants;

WHEREAS, Lincoln is willing to grant, and Costco desires to receive, a non-exclusive and perpetual access easement over a portion of the Lincoln Parcel, depicted as the "14th Street Access Parcel" on Exhibit B and legally described on Exhibit D (the "14th Street Access Parcel") for the uses and purposes and upon the terms and conditions herein contained, and

Lincoln desires and intends that any and all present and future owners, mortgagees, purchasers, tenants, occupants and other persons or parties acquiring an interest in the Costco Parcel or any portion thereof, and their respective agents, guests and invitees (all of which parties are hereinafter, respectively, collectively called the “**Costco Parcel Benefitted Parties**”) shall enjoy the benefits of, and hold their interests subject to, the rights, easements, provisions and restrictions hereinafter set forth;

WHEREAS, Costco is willing to grant, and Lincoln desires to receive, a non-exclusive and perpetual access easement over a portion of the Costco Parcel, depicted as the “*16th Street Access Parcel*” on **Exhibit B** and legally described on **Exhibit E** (the “**16th Street Access Parcel**”, and together with the 14th Street Access Parcel, the “**Access Parcels**”) for the uses and purposes and upon the terms and conditions herein contained and Costco desires and intends that any and all present and future owners, mortgagees, purchasers, tenants, occupants and other persons or parties acquiring an interest in the Lincoln Parcel or any portion thereof, and their respective agents, guests and invitees (all of which parties are hereinafter, respectively, collectively called the “**Lincoln Parcel Benefitted Parties**”) shall enjoy the benefits of, and hold their interests subject to, the rights, easements, provisions and restrictions hereinafter set forth;

WHEREAS, Lincoln is desirous of subjecting the Lincoln Parcel to a certain restrictive covenant in favor of, and for the benefit of, Costco; and

WHEREAS, Costco is desirous of subjecting the Costco Parcel to a certain restrictive covenant in favor of, and for the benefit of, Lincoln.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** All of the foregoing recitals are incorporated herein by this reference with the same force and effect as though stated in this Section 1.

2. **Grant of 14th Street Access Easement.** Subject to the terms of this Agreement and to all matters and conditions of record, Lincoln hereby grants to Costco and the Costco Parcel Benefitted Parties a non-exclusive and perpetual access easement for ingress and egress over, along, upon and across the 14th Street Access Parcel solely for the purpose of providing vehicular and pedestrian (although there will be no sidewalks in the 14th Street Access Easement) access between the Costco Parcel and the publicly dedicated road commonly known as South 14th Street, Lincoln, Nebraska, and for no other purpose.

3. **Temporary Access and Construction Easement Over 14th Street Access Parcel.** Lincoln hereby grants to Costco and the Costco Parcel Benefitted Parties a temporary and non-exclusive access and construction easement the over 14th Street Access Parcel and those certain other portions of the Lincoln Parcel as reasonably required by Costco and the Costco Parcel Benefitted Parties to construct a paved roadway in the 14th Street Access Parcel (“**Temporary Access and Construction Easement**”). Costco’s rights with respect to the

Temporary Access and Construction Easement shall terminate upon Costco's completion of the paved roadway in the 14th Street Access Parcel.

4. **Grant of 16th Street Access Easement.** Subject to the terms of this Agreement and to all matters and conditions of record, Costco hereby grants to Lincoln and the Lincoln Parcel Benefitted Parties a non-exclusive and perpetual access easement for ingress and egress over, along, upon and across the 16th Street Access Parcel solely for the purpose of providing vehicular and pedestrian (although there will be no sidewalks in the 16th Street Access Easement) access between the Lincoln Parcel and the publicly dedicated road commonly known as Pine Lake Road in Lincoln, Nebraska (which intersects South 16th Street), and for no other purpose.

5. **Construction, Maintenance, and Conditions to Grant of the Access Easements.** The grant of easements set forth this Agreement are subject to, among other things, the following terms and conditions along with any other conditions set forth herein:

(a) **Construction of Access Easements.** In accordance with the Site Plan and subject to the terms and conditions of this Agreement, Costco shall, at its sole cost and expense, construct a paved roadway in (i) the 14th Street Access Parcel, and (ii) the 16th Street Access Parcel. Costco shall not be obligated to construct the paved roadway in the 14th Street Access Parcel and the 16th Street Access Parcel unless and until such time as Costco undertakes to develop and improve the Costco Parcel.

(b) **Modifications to Access Parcels and Curb Cuts.** Without the other Party's prior written approval, which written approval shall not be unreasonably withheld, conditioned, or delayed, neither Party shall alter, modify, or relocate the following: (i) the Access Parcel located on its Parcel; and/or (ii) the size or locations of the curb cuts located on its Parcel, as shown on the Site Plan.

(c) **Maintenance of the Access Parcels.** Lincoln shall, at its sole cost and expense, maintain, repair, and replace the roadway in the 14th Street Access Parcel. Costco shall, at its sole cost and expense, maintain, repair, and replace the roadway in the 16th Street Access Parcel. The Parties' maintenance obligations shall include the following, as applicable, with respect to Lincoln's maintenance of the 14th Street Access Parcel, and Costco's maintenance of the 16th Street Access Parcel: (i) routine maintenance of the surface of the roadway located within the respective Access Parcel; (ii) maintaining the surface of the roadway located within the respective Access Parcel in a level, smooth and evenly covered condition with the type of materials originally constructed thereon or such substitutes which, are equal to or superior to such original materials in quality and durability; and (iii) the removal of snow, refuse and debris from the Access Parcel.

(d) **Timing of Construction and Maintenance.** No construction, maintenance, repair, and/or replacement work on the Access Parcels (collectively, "Work") shall occur between November 1 and January 2 in any calendar year without the prior written

approval of Costco; provided, however, the foregoing shall not apply to Work that is emergency in nature.

(e) **Standard of Construction and Maintenance.** The minimum standard of construction and maintenance for the Access Parcels shall be comparable to the standard of construction and maintenance followed in other first-class developments of comparable size in the Lincoln, Nebraska area, and in compliance with all applicable federal, state, and local laws, ordinances, regulations or other governmental requirements, and otherwise in a manner consistent with the use thereof by the Parties hereto for the purposes specified in this Agreement.

6. **Self Help.** In the event that either Party fails to perform any of the terms, covenants or obligations required of such Party pursuant to Section 5 of this Agreement, and such failure continues for thirty (30) days following written notice from the other Party, the Party providing such notice shall have the right (but not the obligation) to perform such maintenance and to charge the non-performing Party for all costs and expenses thereof, and any such costs and expenses so paid by the performing Party shall bear and accrue interest from and after the date of demand therefor at the rate of the lesser of ten percent (10%) per annum or the highest rate permitted by law and (ii) the non-performing Party shall reimburse the performing Party within thirty (30) days after receiving invoices for any such costs and expenses borne by the performing Party (plus interest, as described above).

7. **Restrictive Covenant in Favor of Costco.** The terms, covenants, conditions and restrictions set forth in this Section 7 are made by Lincoln for the benefit of Costco and the Costco Parcel:

(a) No portion of the Lincoln Parcel shall be used or operated: (i) as a wholesale or retail general merchandise facility that has a merchandising concept based upon a relatively limited number of stock keeping units in a large number of product categories (the "**Merchandising Concept**"); (ii) as a grocery store or supermarket, including, without limitation, a grocery store or supermarket that forms a part of or is otherwise integrated into a larger retail store, such as the business concepts commonly referred to as a "supercenter" or "hypermarket" (a "**Grocer**"); (iii) as a wholesale or retail establishment selling wine, beer, spirits or other alcoholic beverages intended for off-premises consumption ("**Alcoholic Beverage Retailer**"); (iv) as a "Wal-Mart" store or "Wal-Mart Supercenter" or any other store operated under the "Wal-Mart" brand (a "**Wal-Mart**"); or (v) to support a facility operating under the Merchandising Concept, as a Grocer, as an Alcoholic Beverage Retailer or as a Wal-Mart (i.e., for parking or other necessary improvements for such a facility), provided however, that nothing set forth in this subsection (a) or elsewhere in this Agreement shall prohibit the use or operation of the Lincoln Parcel as a convenience store or similar enterprise so long as no more than 30% of sales of gross sales are derived from the sale of alcoholic beverages. The Merchandising Concept restriction includes: (A) any business that operates as a warehouse club; (B) any business operated under the tradenames of Sam's, BJ's, Price Smart, Jetro or Smart and Final; and (C) any business similar to those operated under the tradenames Costco, Sam's, BJ's, Price Smart, Jetro or Smart and Final. The

Merchandising Concept restriction does not prohibit any of the following uses on the Lincoln Parcel: (1) a specialty retail store that primarily sells goods in a few specific product categories, such as pet food, sporting goods, office supplies, home goods, home improvements, books, toys, party supplies, craft supplies, apparel, shoes, furniture, appliances or electronics; or (2) a traditional department store, discount department store or junior department store, such as Kohl's, Target or K Mart.

(b) No portion of any Lincoln Parcel shall be used or operated: (i) as a junk, salvage or wrecking yard; (ii) as an animal slaughtering, or the confinement of animals for feeding, finishing and preparation for slaughtering, including stockyards and feeding pens; (iii) as an asphalt manufacturing or refining or any similar petroleum or petrochemical refining or manufacturing process; (iv) as an asphalt or concrete paving, mixing or batching plant, (v) as a bone distillation or the reduction, rendering or incineration of garbage, offal, animals or animal waste fats, fish or similar materials or products; (vi) for the exploration, mining, quarrying or drilling for or exploration of oil, gas, phosphate or other minerals of any type or kind from or through the surface or upper 100 feet of the Lincoln Parcel; or (vii) as any nude dancing establishments or other business primarily engaged in the sale, display or distribution of pornographic or sexually explicit entertainment, services or materials.

(c) Further, no portion of the Lincoln Parcel shall be used or operated as a motor vehicle fuel or service station, or motor vehicle tire sales, service or installation facility; provided that any motor vehicle tire sales, service or installation facility that is operated by and in connection a traditional department store shall not be prohibited by this restriction.

(d) Lincoln expressly accepts, covenants and agrees on behalf of itself and all Occupants (defined below), to be bound by, and to assume performance of, all of the provisions and requirements set forth in this Section 7 to be performed by Lincoln, all of which provisions and requirements are acknowledged to be reasonable.

(e) Notwithstanding anything to the contrary contained herein, in no event shall any of the prohibitions set forth in subsections (a) or (b) above prohibit the Lincoln Parcel from being used for or as a Costco Facility or Business.

(f) As used herein, "**Costco Facility or Business**" shall mean any facility or business owned, leased, franchised, managed, operated or controlled by Costco Wholesale Corporation or by any affiliate of or successor to Costco Wholesale Corporation, including, without limitation, a Costco Wholesale warehouse club, Costco Wholesale business center, or any of the constituent or ancillary uses associated therewith. A Costco Facility or Business shall also include a facility or business that is owned or operated by a person or entity other than Costco Wholesale Corporation, or any affiliate of or successor to Costco Wholesale Corporation, but which facility or business is intended to be included as part of or otherwise integrated into a Costco Facility or Business, such as leased or licensed departments, or co-branded or ancillary uses.

(g) The terms, covenants and restrictions in this Section 7 shall terminate at such time, if ever, as no portion of the Costco Parcel has been used to operate a Costco Facility or Business for a continuous period of seven hundred thirty (730) consecutive days, exclusive of business cessation due to strikes, governmental prohibitions, fire, casualty, war, remodeling or alterations, acts of God, or any other similar or dissimilar causes beyond the reasonable control of the owner or operator of the Costco Parcel, as the case may be, consistent with good business practices, financial inability excepted.

8. **Restrictive Covenant in Favor of Lincoln.** The terms, covenants, conditions and restrictions set forth in this Section 8 are made by Costco for the benefit of Lincoln and the Lincoln Parcel:

(a) So long as any part of the Lincoln Parcel is used and/or operated as a funeral home, crematory, or cemetery services or related merchandise including, but not limited to, casket or monument sales and preneed funeral, cremation or cemetery sales and/or services (the "**Funeral Services**"), no portion of the Costco Parcel shall be used or operated: (i) for any of the Funeral Services; (ii) as a junk, salvage or wrecking yard; (iii) as an animal slaughtering, or the confinement of animals for feeding, finishing and preparation for slaughtering, including stockyards and feeding pens; (iv) as an asphalt manufacturing or refining or any similar petroleum or petrochemical refining or manufacturing process; (v) as an asphalt or concrete paving, mixing or batching plant, (vi) as a bone distillation or the reduction, rendering or incineration of garbage, offal, animals or animal waste fats, fish or similar materials or products; (vii) for the exploration, mining, quarrying or drilling for or exploration of oil, gas, phosphate or other minerals of any type or kind from or through the surface or upper 100 feet of the Costco Parcel; or (viii) as any nude dancing establishments or other business primarily engaged in the sale, display or distribution of pornographic or sexually explicit entertainment, services or materials.

(b) So long as any part of the Lincoln Parcel is used and/or operated for Funeral Services, no owner or Occupant of the Costco Parcel (including Costco) may object to the use of, or the issuance of any variance or conditional use permit for the use of, the Lincoln Parcel for Funeral Services and/or related construction activities.

(c) Costco expressly accepts, covenants and agrees on behalf of itself and all Occupants (defined below), to be bound by, and to assume performance of, all of the provisions and requirements set forth in this Section 8 to be performed by Costco, all of which provisions and requirements are acknowledged to be reasonable.

(d) The terms, covenants and restrictions in this Section 8 shall terminate at such time, if ever, as no portion of the Lincoln Parcel has been used for any Funeral Services for a continuous period of seven hundred thirty (730) consecutive days, exclusive of business cessation due to strikes, governmental prohibitions, fire, casualty, war, remodeling or alterations, acts of God, or any other similar or dissimilar causes beyond the reasonable control of the owner or operator of the Lincoln Parcel, as the case may be, consistent with good business practices, financial inability excepted.

9. **Reservation of Rights.** The Parties hereby expressly reserve for themselves and their successors in-title with respect to the Costco Parcel and the Lincoln Parcel, as the case may be, all rights and privileges incident to the ownership of the fee simple estate of such property as are not inconsistent with nor materially interfere with the terms, conditions, rights and easements herein granted.

10. **Indemnification.**

(a) Lincoln shall indemnify, defend and hold Costco harmless from and against all common law or statutory liabilities, damages, obligations, losses, claims, civil actions, costs or expenses, including attorneys' fees, arising from any act, omission or negligence of Lincoln or any of the other Lincoln Parcel Benefitted Parties in or about the Costco Parcel, or arising from any injury or damage to any person or property occurring in or about the Costco Parcel as a result of any act, omission or negligence of Lincoln or any of the other Lincoln Parcel Benefitted Parties.

(b) Costco shall indemnify, defend and hold Lincoln harmless from and against all common law or statutory liabilities, damages, obligations, losses, claims, civil actions, costs or expenses, including attorneys' fees, arising from any act, omission or negligence of Costco or any of the other Costco Parcel Benefitted Parties in or about the Lincoln Parcel, or arising from any injury or damage to any person or property occurring in or about the Lincoln Parcel as a result of any act, omission or negligence of Costco or any of the other Costco Parcel Benefitted Parties

(c) Upon execution of this Agreement and at all times thereafter, each Party shall obtain and shall at all times maintain comprehensive general liability insurance including a contractual liability endorsement covering each Party's obligations hereunder, and naming the other Party as an additional insured party, insuring the insured Party's activity upon, in or about the 14th Street Access Parcel or the 16th Street Access Parcel, as applicable, against claims or bodily injury or death or property damage or loss with a combined single limit of not less than Two Million Dollars (\$2,000,000). Each insurance policy shall be with a company licensed in the State of Nebraska and otherwise reasonably approved by the other Party, and to the extent obtainable, such policy shall provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days' prior written notice to the other Party. Either Party may, at its option, meet the aforesaid insurance requirements via commercial insurance, self-insurance, alternative risk financing techniques, or a combination of these options. Upon request by a Party, the other Party shall deliver to the requesting Party proof of the insurance coverage required pursuant to this Agreement (in the form of a certificate of insurance). The aforesaid \$2,000,000 coverage limit shall be reviewed, and if appropriate, adjusted upwards, on each fifth anniversary of the date of recordation of this Agreement by the change in the Consumer Price Index (or comparable successor index) for the area in which the Lincoln Parcel and Costco Parcel are located.

11. **Covenants Running with the Land.** The terms and conditions contained in this Agreement shall be covenants running with the land, shall be perpetual, and shall be enforceable

as equitable servitudes in favor of the Costco Parcel and the Lincoln Parcel, as applicable, and shall also bind, inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and assigns, including, without limitation, the successors in title to the Lincoln Parcel and the successors in title to the Costco Parcel. The terms and conditions contained in this Agreement shall also impose a burden on all individuals and entities who are from time to time entitled to occupy the Lincoln Parcel or the Costco Parcel, or any portion thereof, under an ownership right or lease, sublease, license, concession or other similar agreement ("**Occupant**").

12. **Non Merger.** It is the express intent of the Parties that the doctrine of merger not operate to terminate or extinguish any of said rights, easements, restrictions and obligations, regardless of whether fee simple title to any of such parcels benefited or burdened thereby is now or at any time hereafter becomes vested in the same person or entity. Nothing in this Agreement shall be deemed to dedicate to, grant to or create for the benefit of the general public any easements, rights or privileges with respect to the easements or restrictions created by this Agreement.

13. **Notices.** Notices required or permitted to be given hereunder shall be given by (i) hand delivery, (ii) certified mail return receipt requested, or (iii) a national overnight express service such as Federal Express, addressed to the Parties at their respective addresses as follows:

If to Lincoln:

The Lincoln Memorial Park Cemetery Association
1929 Allen Parkway
Houston, Texas 77019
Attn: Dann C. Narveson, Real Estate Department

If to Costco:

Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027
Attn: Legal Department

or at such other address as specified in writing by such Party. Unless otherwise specified to the contrary in this Agreement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

14. **No Implied Consent or Waiver.** No waiver of any default shall be implied from any omission by Costco, Lincoln, and/or their respective successors and assigns, as applicable, to take any action with respect to such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term,

provision or covenant or any other term, provision or covenant contained herein, unless expressly so provided. The consent or approval to or of any act or request by Costco, Lincoln, and/or their respective successors and assigns, as applicable, shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests, unless expressly so provided.

15. **Severability.** If any provision of this Agreement or the application thereof to any entity or circumstances shall be invalid or unenforceable to any extent and such invalid provision does not materially affect the rights of the Parties hereto, the remainder of this Agreement and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. **Amendment.** This Agreement and the exhibits attached hereto cannot be modified, amended, terminated, or released without the prior written consent of Costco, Lincoln, and/or their respective successors and assigns.

17. **Remedies.** The Parties acknowledge and agree that the breach of any of the terms and conditions set forth in Sections 5(b), 5(d), 7 or 8 of this Agreement by either Costco or Lincoln, their successors or assigns in title to any portion of the Costco Parcel or Lincoln Parcel, or any Occupant or other transferee of any portion of the Costco Parcel or Lincoln Parcel, may cause immediate and irreparable harm to the other Party for which damages are not an adequate remedy and that, to protect against such harm, Costco and/or Lincoln (or, if applicable, any of their affiliates or Occupants) may seek and obtain from a court of competent jurisdiction the issuance of a restraining order or an injunction to prohibit any actual or threatened breach of any of Sections 5(b), 5(d), 7 or 8 by the other Party. Such an action for a restraining order or injunction is in addition to and does not limit any and all other remedies provided by law or in equity, as all remedies herein or at law shall be cumulative and not exclusive. The foregoing is not intended and shall not be deemed to limit either Party's remedies for any other breach or default under this Agreement, as each Party shall be entitled to any and all remedies at law or in equity for any such other breach or default. Any costs and expenses of any such proceeding, including attorneys' fees, shall be recoverable by the prevailing party in such proceeding.

18. **Estoppel Certificates.** The Parties hereto shall from time to time as requested by the other Party execute and deliver to the requesting Party (or to a Party designated), within thirty (30) days of demand therefor, a written statement which shall confirm that there is no default under this Agreement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

19. **Headings.** All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and the plural shall include the singular. Titles of Sections and subsections of this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement.

20. **Interpretation.** No term or provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or

judicial authority by reason of such Party having or being deemed to have structured or dictated such provision.

21. **Governing Law.** This Agreement and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the substantive laws, not the conflicts laws or choice of law rules, of Nebraska.

22. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signature of the Parties hereto on this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

[Signature Page Follows]

EXHIBIT A

Legal Description of the Costco Parcel

Lot 1 and Outlots C and D, Costco Center Addition, an addition to the City of Lincoln, Lancaster County, Nebraska

COSCEN

EXHIBIT B

**Site Plan depicting Lincoln Parcel, Costco Parcel, the 14th Street Access Parcel, and the
16th Street Access Parcel**

[see attached]

EXHIBIT C

Legal Description of the Lincoln Parcel

The land referred to is situated in the State of Nebraska, County of Lancaster and is described as follows, which, when combined, represent the land contained in the following Parcel Identification Number:

Parcel Identification Number: 09-13-300-010-000

Note – Please index against the following real property:

1. S13, T9, R6, east of the 6th Principal Meridian, IRREGULAR TRACT LOTS 69 & 59 SW1/4, &
2. S24, T9, R6 east of the 6th Principal Meridian IRREGULAR TRACT LOT 77 & EX .18+-AC FOR ROAD (08-30133) NW1/4, &
3. Lots 2 & 3 & Outlots A & B, Costco Center Addition

THAT PART OF THE FOLLOWING TRACTS:

A STRIP OF LAND 66.0 FEET IN WIDTH LYING OVER AND ACROSS THE N1/2 NW1/4 OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P. M., IN LANCASTER COUNTY, NEBRASKA, DESCRIBED BY METES AND BOUNDS AS FOLLOWS; BEGINNING AT A POINT 50.0 FEET EAST OF AND 66.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID N1/2 NW1/4, THENCE EASTERLY 66.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID N1/2 NW1/4 A DISTANCE OF 1107.22 FEET TO A POINT OF CURVATURE, THENCE IN A NORTHEASTERLY DIRECTION, ON A CURVED LINE BEARING TO THE LEFT HAVING A RADIUS OF 604.28 FEET AND THROUGH A CENTRAL ANGLE OF 76° 58' 30", A DISTANCE OF 811.83 FEET TO A POINT OF TANGENCY, THENCE CONTINUING IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 316.20 FEET TO A POINT OF CURVATURE, THENCE CONTINUING IN A NORTHEASTERLY DIRECTION ON A CURVED LINE BEARING TO THE RIGHT, HAVING A RADIUS OF 670.28 FEET AND THROUGH A CENTRAL ANGLE OF 77°03' TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID N1/2 NW1/4, THENCE EASTERLY ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID N1/2 NW1/4, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID N1/2 NW1/4, A DISTANCE OF 33.0 FEET, THENCE EASTERLY 33.0 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 151.36 FEET TO A POINT OF CURVATURE, THENCE IN A SOUTHWESTERLY DIRECTION ON A CURVED LINE BEARING TO THE LEFT, HAVING A RADIUS OF 604.28 FEET AND THROUGH A CENTRAL ANGLE OF 77° 03', A DISTANCE OF 812.61 FEET TO A POINT OF TANGENCY, THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 316.20 FEET TO A POINT OF CURVATURE, THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION ON A CURVED LINE, BEARING TO THE RIGHT, HAVING A RADIUS OF 670.28 FEET AND THRU A CENTRAL ANGLE OF 76° 58' 30", A DISTANCE OF 900.49 FEET TO POINT OF TANGENCY SAID POINT BEING LOCATED ON THE SOUTH LINE OF SAID N1/2 NW1/4, THENCE WESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 1,039.22 FEET TO A POINT LOCATED 118.0 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID N1/2 NW1/4, THENCE IN A NORTHWESTERLY DIRECTION, A DISTANCE OF

79.0 FEET TO A POINT LOCATED 50.0 FEET EASTERLY FROM AND 40.3 FEET NORTHERLY OF SAID SOUTHWEST CORNER, THENCE NORTHERLY 50.0 FEET EASTERLY FROM AND PARALLEL WITH THE WEST LINE OF SAID N1/2 NW1/4 A DISTANCE OF 25.7 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT TO BE USED FOR ROAD PURPOSES AND CONTAINS 4.78 ACRES, MORE OR LESS.

A STRIP OF LAND 66.0 FEET WIDTH LYING OVER AND ACROSS THE N1/2 NW1/4 SECTION 24, T9N, R6E OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA CONTAINING 4.76 ACRES AND DESCRIBED BY METES AND BOUNDS ON THE ATTACHED SHEET.

AND

THE NORTH ONE-HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4), EXCEPT THE NORTH ONE HUNDRED SIXTY-FIVE (165) FEET THEREOF, OF SECTION TWENTY-FOUR (24), TOWNSHIP NINE (9) NORTH, RANGE SIX (6) EAST OF THE 6TH P. M., ACCORDING TO GOVERNMENT SURVEY, CONTAINING SEVENTY (70) ACRES, MORE OR LEES.

AND

THE NORTH ONE-HALF (N1/2) OF THE NORTHWEST, QUARTER (NW1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP NINE (9) NORTH, RANGE SIX (6) EAST OF THE 6TH P. M., EXCEPT THAT PART CONDEMNED BY THE STATE OF NEBRASKA FOR HIGHWAY PURPOSES, AND EXCEPT THAT PART DEEDED TO LANCASTER COUNTY, NEBRASKA, FOR ROAD PURPOSES, BUT INCLUDING THAT PART OF THE VACATED COUNTY ROAD #479 ADJOINING THE ABOVE DESCRIBED LAND.

AND

THE WEST HALF (W1/2) OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP NINE (9) NORTH, RANGE SIX (6) EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, EXCEPT THAT PART CONDEMNED BY THE STATE OF NEBRASKA FOR HIGHWAY PURPOSED AND EXCEPT THAT PART DEEDED TO LANCASTER COUNTY, NEBRASKA FOR ROAD PURPOSES, BUT INCLUDING THAT PART OF THE VACATED COUNTY ROAD #479 ADJOINING THE ABOVE DESCRIBED REAL ESTATE.

AND

THE NORTH 85 FEET OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, EXCEPT THAT PART CONDEMNED

BY THE STATE OF NEBRASKA FOR HIGHWAY PURPOSES, CONTAINING 2.5 ACRES MORE OR LESS.

AND

THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4), ALSO KNOWN AS IRREGULAR TRACT NO. 16 OF SECTION TWENTY-FOUR (24), TOWNSHIP NINE (9) NORTH, RANGE SIX (6), EAST OF THE 6TH P.M., EXCEPT THE NORTH EIGHTY-FIVE (85) FEET THEREOF AND EXCEPT THAT PART CONDEMNED BY THE STATE OF NEBRASKA FOR HIGHWAY PURPOSES AND EXCEPT THAT PART DEEDED TO LANCASTER COUNTY, NEBRASKA, FOR ROAD PURPOSES BUT INCLUDING THAT PART OF THE COUNTY ROAD NO. 479, ADJOINING THE ABOVE-DESCRIBED REAL ESTATE, ALL IN LANCASTER COUNTY, NEBRASKA.

AND

A STRIP OF LAND 66.0 FEET IN WIDTH LYING OVER AND ACROSS THE N1/2 NW1/4 OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A POINT 50.0 FEET EAST OF AND 66.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID N1/2 NW1/4, THENCE EASTERLY 66.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID N1/2 NW1/4, A DISTANCE OF 1107.22 FEET TO A POINT OF CURVATURE, THENCE IN A NORTHEASTERLY DIRECTION, ON A CURVED LINE BEARING TO THE LEFT HAVING A RADIUS OF 604.28 FEET AND THROUGH A CENTRAL ANGLE OF 76°58'30", A DISTANCE OF 811.83 FEET TO A POINT OF TANGENCY, THENCE CONTINUING IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 316.20 FEET TO A POINT OF CURVATURE, THENCE CONTINUING IN A NORTHEASTERLY DIRECTION ON A CURVED LINE BEARING TO THE RIGHT, HAVING A RADIUS OF 670.28 FEET AND THROUGH A CENTRAL ANGLE OF 77°03' TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID N1/2 NW1/4, THENCE EASTERLY ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID N1/2 NW1/4, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID N1/2 NW1/4, A DISTANCE OF 33.0 FEET, THENCE WESTERLY 33.0 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 151.36 FEET TO A POINT OF CURVATURE, THENCE IN A SOUTHWESTERLY DIRECTION ON A CURVED LINE BEARING TO THE LEFT, HAVING A RADIUS OF 604.28 FEET AND THROUGH A CENTRAL ANGLE OF 77°03', A DISTANCE OF 812.61 FEET TO A POINT OF TANGENCY, THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 316.20 FEET TO A POINT OF CURVATURE, THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION ON A CURVED LINE, BEARING TO THE RIGHT, HAVING A RADIUS OF 670.28 FEET AND THRU A CENTRAL ANGLE OF 76°58'30", A DISTANCE OF 900.49 FEET.

A TRACT OF LAND LOCATED IN THE N 1/2 OF THE N 1/2 OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE W 1/16 CORNER OF THE NW 1/4 OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, AND ASSUMING THE EAST LINE, OF THE NE 1/4 NE 1/4 OF SAID SECTION 24, TO HAVE A BEARING OF S1°52'23"E; THENCE N1°56'37"W, AND ON THE WEST LINE, OF THE NW 1/4 NW 1/4 OF SAID SECTION 24, 83.0'; THENCE N88°33'25"E, 83.0' NORTH OF AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE SOUTH LINE, OF THE N 1/2 NW 1/4 OF SAID SECTION 24, 50.0' TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF "SOUTH 14TH STREET", SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N88°33'25"E, AND ON THE NORTHERLY RIGHT-OF-WAY LINE OF "PINE LAKE ROAD" WHICH IS 83.0' NORTH OF AND PARALLEL WITH THE SOUTH LINE, OF SAID N 1/2 NW 1/4, 2,583.84' TO A POINT ON THE EAST LINE, OF THE NE 1/4 NW 1/4 OF SAID SECTION 24; THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE N88°32'57"E, 83.0' NORTH OF AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE SOUTH LINE, OF THE NW 1/4 NE 1/4 OF SAID SECTION 24, 249.51' TO A POINT OF CURVATURE; THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE ON A 1,041.35' RADIUS CURVE CONCAVE TO THE NORTHWEST, AN ARC LENGTH OF 1,089.07' TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF N58°35'19"E, SUBTENDING A CENTRAL ANGLE OF 59°55'16"; THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE N28°37'41"E, 234.18' TO A POINT OF CURVATURE; THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE ON A 1,141.35' RADIUS CURVE CONCAVE TO THE SOUTHEAST, HAVING A CHORD BEARING OF N30°40'37"E, SUBTENDING A CENTRAL ANGLE 4°05'53", AND HAVING AN ARC LENGTH OF 81.64' TO A POINT ON THE EAST LINE, OF SAID NW 1/4 NE 1/4, SAID POINT BEING 451.52' SOUTH OF THE N 1/16 CORNER, OF THE NE 1/4 OF SAID SECTION 24; THENCE S1°56'10"E, AND ON SAID EAST LINE OF THE NW 1/4 NE 1/4, 190.92' TO A POINT 683.31' NORTH OF THE CENTER CORNER, OF THE NE 1/4 OF SECTION 24; THENCE S28°37'41"W, AND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF "PINE LAKE ROAD," 151.35' TO A POINT OF CURVATURE; THENCE CONTINUING ON SAID SOUTH RIGHT-OF-WAY LINE ON A 1,141.35' RADIUS CURVE CONCAVE TO THE NORTHWEST, HAVING A CHORD BEARING OF S53°38'15"W, SUBTENDING A CENTRAL ANGLE OF 50°01'10", AND HAVING AN ARC LENGTH OF 996.40' TO A POINT ON THE SOUTH LINE, OF THE NW 1/4 NE 1/4 OF SAID SECTION 24, SAID POINT BEING 873.03' WEST OF SAID CENTER CORNER OF THE NE 1/4; THENCE S88°32'57"W, AND ON SAID SOUTH LINE OF THE NW 1/4 NE 1/4, 444.98' TO THE W 1/16 CORNER, OF THE NE 1/4 OF SAID SECTION 24; THENCE S88°33'25"W, AND ON THE SOUTH LINE, OF THE N 1/2 NW 1/4 OF SAID SECTION 24, 2,515.92' TO A POINT 118.0' EAST OF THE W 1/16 CORNER, OF THE NW 1/4 OF SAID SECTION 24, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF "SOUTH 14TH STREET"; THENCE N60°39'01"W, AND ON SAID EASTERLY RIGHT-OF-WAY LINE 79.57' HAVING A RECORDED DISTANCE OF 79.0' TO A POINT 40.3' NORTH OF SAID THE W 1/16 CORNER OF THE NW 1/4, AND 50.0' EAST OF AS MEASURED PERPENDICULAR TO THE WEST LINE, OF THE NW 1/4 NW 1/4 OF SAID SECTION 24; THENCE CONTINUING ON THE SAID EASTERLY RIGHT-OF-WAY LINE N1°56'37"W,

50.0' EAST OF AND PARALLEL WITH SAID WEST LINE NW 1/4 NW 1/4, 42.27' TO THE POINT OF BEGINNING. CONTAINING 8.47 ACRES, MORE OR LESS.

AND

A TRACT OF LAND COMPOSED OF A PORTION OF PINE LAKE ROAD RIGHT-OF-WAY, LOCATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH PM LANCASTER COUNTY NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE INTERSECTION OF THE NORTH R.O.W. LINE OF PINE LAKE ROAD AND THE EAST R.O.W. LINE OF SOUTH 14TH STREET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 36 MINUTES 36 SECONDS EAST, ALONG THE NORTH R.O.W. LINE OF PINE LAKE ROAD A DISTANCE OF 2197.62 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION ALONG THE NORTH R.O.W. LINE OF PINE LAKE ROAD HAVING A DELTA ANGLE OF 49 DEGREES 44 MINUTES 21 SECONDS, AN ARC DISTANCE OF 904.01 FEET, A RADIUS OF 1041.35 FEET, AND A CHORD OF NORTH 65 DEGREES 31 MINUTES 14 SECONDS EAST, A DISTANCE OF 875.89 FEET TO A POINT OF TANGENCY, THENCE NORTH 40 DEGREES 39 MINUTES 03 SECONDS EAST, ALONG THE NORTH R.O.W. LINE OF PINE LAKE ROAD A DISTANCE OF 201.36 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION ALONG THE NORTH R.O.W. LINE OF PINE LAKE ROAD HAVING A DELTA ANGLE OF 32 DEGREES 47 MINUTES 18 SECONDS, AN ARC DISTANCE OF 653.15 FEET, A RADIUS OF 1141.35 FEET, AND A CHORD OF NORTH 57 DEGREES 02 MINUTES 42 SECONDS EAST, A DISTANCE OF 644.28 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 24, THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 233.82 FEET TO A POINT, SAID POINT ALSO BEING THE EXTENSION OF THE EAST LINE OF LOT 36 I.T., THENCE SOUTH 0 DEGREES 05 MINUTES 00 SECONDS EAST, ALONG THE EXTENSION OF THE EAST LINE OF LOT 36 I.T. A DISTANCE OF 54.79 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF PINE LAKE ROAD, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 44 DEGREES 18 MINUTES 43 SECONDS, AN ARC DISTANCE OF 805.37 FEET, A RADIUS OF 1041.35 FEET, AND A CHORD OF SOUTH 62 DEGREES 48 MINUTES 25 SECONDS WEST, A DISTANCE OF 785.45 FEET TO A POINT OF TANGENCY, THENCE SOUTH 40 DEGREES 39 MINUTES 03 SECONDS WEST, ALONG THE SOUTH R.O.W. LINE OF PINE LAKE ROAD A DISTANCE OF 201.36 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION ALONG THE SOUTH R.O.W. LINE OF PINE LAKE ROAD HAVING A DELTA ANGLE OF 49 DEGREES 44 MINUTES 21 SECONDS, AN ARC DISTANCE OF 990.82 FEET, A RADIUS OF 1141.35 FEET, AND A CHORD OF SOUTH 65 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 960.00 FEET TO A POINT OF TANGENCY, THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS WEST, ALONG THE SOUTH R.O.W. LINE OF PINE LAKE ROAD A DISTANCE OF 2196.75 FEET TO A POINT ON THE EAST R.O.W. LINE OF SOUTH 14TH STREET, THENCE NORTH 0

DEGREES 06 MINUTES 37 SECONDS WEST, ALONG THE EAST R.O.W. LINE OF SOUTH 14TH STREET A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 9.48 ACRES MORE OR LESS.

AND

PARCEL "2"

A LEGAL DESCRIPTION OF A TRACT OF LAND COMPOSED OF A PORTION OF LOT 49 I.T., LOCATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24, THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 33 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 24, SAID LINE BEING THE NORTH LINE OF LOT 34 I.T., AND LOT 49 I.T., A DISTANCE OF 1663.47 FEET TO THE SOUTHEAST CORNER OF LOT 13 I.T., SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTH 89 DEGREES 33 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 24, SAID LINE BEING THE NORTH LINE OF SAID LOT 49 I.T., A DISTANCE OF 969.19 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 24, THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 24, SAID LINE BEING THE NORTH LINE OF SAID LOT 49 I.T., A DISTANCE OF 185.27 FEET TO THE NORTHEAST CORNER OF SAID LOT 49 I.T., THENCE SOUTH 26 DEGREES 34 MINUTES 41 SECONDS EAST ALONG THE NORTHEAST LINE OF SAID LOT 49 I.T., SAID LINE BEING THE SOUTHWEST LINE OF LOT 48 I.T., A DISTANCE OF 70.62 FEET TO THE SOUTH CORNER OF LOT 48 I.T., THENCE SOUTH 63 DEGREES 25 MINUTES 19 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID LOT 49 I.T., SAID LINE BEING THE NORTHWEST LINE OF LOT 41 I.T., A DISTANCE OF 503.03 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 63 DEGREES 01 MINUTE 55 SECONDS, AN ARC DISTANCE OF 260.03 FEET, A RADIUS OF 236.37 FEET, AND A CHORD OF SOUTH 31 DEGREES 54 MINUTES 21 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID LOT 49 I.T., SAID LINE BEING THE NORTHWEST LINE OF LOT 41 I.T., A DISTANCE OF 247.11 FEET TO A POINT OF TANGENCY, THENCE SOUTH 0 DEGREES 23 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 49 I.T., SAID LINE BEING THE WEST LINE OF LOT 41 I.T., A DISTANCE OF 375.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT 49 I.T., SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD, THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 49 I.T., A DISTANCE OF 599.96 FEET TO A POINT OF INTERSECTION WITH AN EXTENSION OF THE EAST LINE OF LOT 13 I.T., SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST, THENCE NORTH 0 DEGREES 11 MINUTES 53 SECONDS WEST ALONG AN EXTENSION OF THE EAST LINE OF LOT 13 I.T., SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST, A DISTANCE OF 878.42

FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 15.03 ACRES MORE OR LESS.

AND

PARCEL "1"

A LEGAL DESCRIPTION OF A TRACT OF LAND COMPOSED OF A PORTION OF LOT 49 I.T., LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24, THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 33 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 24, SAID LINE BEING THE NORTH LINE OF LOT 34 I.T., A DISTANCE OF 1316.33 FEET TO THE NORTHEAST CORNER OF LOT 34 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTH 89 DEGREES 33 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 24, SAID LINE BEING THE NORTH LINE OF SAID LOT 49 I.T., A DISTANCE OF 347.14 FEET TO THE SOUTHEAST CORNER OF LOT 13 I.T., SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST, THENCE SOUTH 0 DEGREES 11 MINUTES 53 SECONDS EAST ALONG AN EXTENSION OF THE EAST LINE OF LOT 13 I.T., SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST, A DISTANCE OF 878.42 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 49. I.T., SAID LINE BEING THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD, THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 49 I.T., A DISTANCE OF 1614.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 49 I.T., SAID LINE BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 14TH STREET, SAID LINE BEING 50.00 FEET EAST OF THE WEST LINE OF SAID SECTION 24, THENCE NORTH 0 DEGREES 06 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 49 I.T., SAID LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 155.45 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 89 DEGREES 53 MINUTES 23 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 49 I.T., SAID LINE BEING PERPENDICULAR TO THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 17.00 FEET TO A POINT OF DEFLECTION, SAID POINT BEING 33.00 FEET EAST OF THE WEST LINE OF SAID SECTION 24, THENCE NORTH 0 DEGREES 06 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 49. I.T., SAID LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 639.55 FEET TO THE NORTHWEST CORNER OF SAID LOT 49 I.T., SAID POINT BEING THE SOUTHWEST CORNER OF LOT 34 I.T., THENCE SOUTH 89 DEGREES 33 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 49 I.T., SAID LINE BEING THE SOUTH LINE OF LOT 34 I.T., A DISTANCE OF 1283.34 FEET TO THE SOUTHEAST CORNER OF LOT 34 I.T., THENCE NORTH 0 DEGREES 07 MINUTES 06 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 49 I.T., SAID LINE BEING THE EAST LINE OF SAID LOT 34 I.T., A DISTANCE OF 85.00 FEET TO

THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 30.35 ACRES MORE OR LESS.

AND

PARCEL "3"

A LEGAL DESCRIPTION OF A TRACT OF LAND COMPOSED OF A PORTION OF LOT 42 I.T., LOCATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24, THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 33 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 24, A DISTANCE OF 1316.33 FEET TO THE NORTHEAST CORNER OF LOT 34 I.T., SAID POINT BEING THE MOST NORTHERN AND WEST CORNER OF SAID LOT 42 I.T., AND THE TRUE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 33 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 42 I.T., SAID LINE BEING THE NORTH LINE OF SAID SECTION 24, A DISTANCE OF 1316.33 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 24, THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 42 I.T., SAID LINE BEING THE NORTH LINE OF SAID SECTION 24, A DISTANCE OF 185.27 FEET TO A POINT, THENCE SOUTH 26 DEGREES 34 MINUTES 41 SECONDS EAST, A DISTANCE OF 70.62 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID LOT 42 I.T., THENCE SOUTH 63 DEGREES 25 MINUTES 19 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID LOT 42 I.T., A DISTANCE OF 503.03 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 63 DEGREES 01 MINUTE 55 SECONDS, AN ARC DISTANCE OF 260.03 FEET, A RADIUS OF 236.37 FEET, AND A CHORD OF SOUTH 31 DEGREES 54 MINUTES 21 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID LOT 42 I.T., A DISTANCE OF 247.11 FEET TO A POINT OF TANGENCY, THENCE SOUTH 0 DEGREES 23 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 42 I.T., A DISTANCE OF 375.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT 42 I.T., SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD, THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 42 I.T., SAID LINE BEING THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD, A DISTANCE OF 2214.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 42 I.T., THENCE NORTH 0 DEGREES 06 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 42 I.T., SAID LINE BEING THE EAST RIGHT-OF-WAY LINE OF SOUTH 14TH STREET, A DISTANCE OF 155.45 FEET TO A POINT, THENCE SOUTH 89 DEGREES 53 MINUTES 23 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 42 I.T., SAID LINE BEING THE NORTH RIGHT-OF-WAY LINE OF SOUTH 14TH STREET, A DISTANCE OF 17.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 42 I.T., THENCE NORTH 0 DEGREES 06 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 42 I.T., SAID LINE BEING THE EAST RIGHT-OF-WAY LINE OF

SOUTH 14TH STREET, A DISTANCE OF 639.55 FEET TO THE NORTHWEST CORNER OF SAID LOT 42 I.T., THENCE SOUTH 89 DEGREES 33 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 42 I.T., A DISTANCE OF 1283.34 FEET TO THE SOUTHEAST CORNER OF LOT 34 I.T., THENCE NORTH 0 DEGREES 07 MINUTES 06 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 42 I.T., A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 45.38 ACRES MORE OR LESS.

AND

THAT PORTION OF COUNTY ROAD NO. 479 EXTENDING EAST FROM THE CORNERS OF SECTIONS 13, 14, 23 AND 24, TOWNSHIP 9, RANGE 6 EAST, OF THE 6TH P.M. A DISTANCE OF 1,663.9 FEET.

EXCEPT

ALL OF LOT ONE (1) OF IRREGULAR TRACTS IN THE EAST PART OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTEEN (13), TOWNSHIP NINE (9) NORTH, RANGE SIX (6) EAST OF THE 6TH P. M., CONTAINING 30.02 ACRES.

AND EXCEPT

A STRIP OF LAND 66.0 FEET IN WIDTH LYING OVER AND ACROSS THE N1/2 NW 1/4 OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., IN LANCASTER COUNTY, NEBRASKA, DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A POINT 50.0 FEET EAST OF AND 66.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID N1/2 NW1/4, THENCE EASTERLY 66.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID N1/2 NW1/4 A DISTANCE OF 1107.22 FEET TO A POINT OF CURVATURE, THENCE IN A NORTHEASTERLY DIRECTION, ON A CURVED LINE BEARING TO THE LEFT HAVING A RADIUS OF 604.28 FEET AND THROUGH A CENTRAL ANGLE OF 76° 58' 30", A DISTANCE OF 511.83 FEET TO A POINT OF TANGENCY, THENCE CONTINUING IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 316.20 FEET TO A POINT OF CURVATURE, THENCE CONTINUING IN A NORTHEASTERLY DIRECTION ON A CURVE LINE BEARING TO THE RIGHT, HAVING A RADIUS OF 670.28 FEET AND THROUGH A CENTRAL ANGLE OF 77°03' TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID N1/2 NW1/4, THENCE EASTERLY ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID N1/2 NW1/4, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID N1/2 NW1/4, A DISTANCE OF 33.0 FEET, THENCE WESTERLY 33.0 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 151.36 FEET TO A POINT OF CURVATURE, THENCE IN A SOUTHWESTERLY DIRECTION ON A CURVED LINE BEARING TO THE LEFT, HAVING A RADIUS OF 604.28 FEET AND THROUGH A CENTRAL ANGLE OF 77° 03', A DISTANCE OF 812.61 FEET TO A POINT OF TANGENCY, THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 316.20 FEET TO A POINT OF

CURVATURE, THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION ON A CURVED LINE BEARING TO THE RIGHT, HAVING A RADIUS OF 670.28 FEET AND THRU A CENTRAL ANGLE OF 76° 58' 30", A DISTANCE OF 900.49 FEET TO POINT OF TANGENCY SAID POINT BEING LOCATED ON THE SOUTH LINE OF SAID N1/2 NW1/4, THENCE WESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 1,039.22 FEET TO A POINT LOCATED 118.0 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID N1/2 NW1/4, THENCE IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 79.0 FEET TO A POINT LOCATED 50.0 FEET EASTERLY FROM AND 40.3 FEET NORTHERLY OF SAID SOUTHWEST CORNER, THENCE NORTHERLY 50.0 FEET EASTERLY FROM AND PARALLEL WITH THE WEST LINE OF SAID N1/2 NW1/4 A DISTANCE OF 25.7 FEET TO THE POINT OF BEGINNING.

AND EXCEPT

A TRACT OF LAND LOCATED IN THE N 1/2 OF THE N 1/2 OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE W 1/16 CORNER OF THE NW 1/4 OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, AND ASSUMING THE EAST LINE, OF THE NE 1/4 NE 1/4 OF SAID SECTION 24, TO HAVE A BEARING OF S1°52'23"E; THENCE N1°56'37"W, AND ON THE WEST LINE, OF THE NW 1/4 NW 1/4 OF SAID SECTION 24, 83.0'; THENCE N88°33'25"E, 83.0' NORTH OF AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE SOUTH LINE, OF THE N 1/2 NW 1/4 OF SAID SECTION 24, 50.0' TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF "SOUTH 14TH STREET", SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N88°33'25"E, AND ON THE NORTHERLY RIGHT-OF-WAY LINE OF "PINE LAKE ROAD" WHICH IS 83.0' NORTH OF AND PARALLEL WITH THE SOUTH LINE, OF SAID N 1/2 NW 1/4, 2,583.84' TO A POINT ON THE EAST LINE, OF THE NE 1/4 NW 1/4 OF SAID SECTION 24; THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE N88°32'57"E, 83.0' NORTH OF AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE SOUTH LINE, OF THE NW 1/4 NE 1/4 OF SAID SECTION 24, 249.51' TO A POINT OF CURVATURE; THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE ON A 1,041.35' RADIUS CURVE CONCAVE TO THE NORTHWEST, AN ARC LENGTH OF 1,089.07' TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF N58°35'19"E, SUBTENDING A CENTRAL ANGLE OF 59°55'16"; THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE N28°37'41"E, 234.18' TO A POINT OF CURVATURE; THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE ON A 1,141.35' RADIUS CURVE CONCAVE TO THE SOUTHEAST, HAVING A CHORD BEARING OF N30°40'37"E, SUBTENDING A CENTRAL ANGLE 4°05'53", AND HAVING AN ARC LENGTH OF 81.64' TO A POINT ON THE EAST LINE, OF SAID NW 1/4 NE 1/4, SAID POINT BEING 451.52' SOUTH OF THE N 1/16 CORNER, OF THE NE 1/4 OF SAID SECTION 24; THENCE S1°56'10"E, AND ON SAID EAST LINE OF THE NW 1/4 NE 1/4, 190.92' TO A POINT 683.31' NORTH OF THE CENTER CORNER, OF THE NE 1/4 OF SECTION 24; THENCE S28°37'41"W, AND ON THE SOUTHERLY RIGHT-OF-WAY LINE

OF "PINE==Pagebreak==LAKE ROAD," 151.35' TO A POINT OF CURVATURE; THENCE CONTINUING ON SAID SOUTH RIGHT-OF-WAY LINE ON A 1,141.35' RADIUS CURVE CONCAVE TO THE NORTHWEST, HAVING A CHORD BEARING OF S53°38'15"W, SUBTENDING A CENTRAL ANGLE OF 50°01'10", AND HAVING AN ARC LENGTH OF 996.40' TO A POINT ON THE SOUTH LINE, OF THE NW 1/4 NE 1/4 OF SAID SECTION 24, SAID POINT BEING 873.03' WEST OF SAID CENTER CORNER OF THE NE 1/4; THENCE S88°32'57"W, AND ON SAID SOUTH LINE OF THE NW 1/4 NE 1/4, 444.98' TO THE W 1/16 CORNER, OF THE NE 1/4 OF SAID SECTION 24; THENCE S88°33'25"W, AND ON THE SOUTH LINE, OF THE N 1/2 NW 1/4 OF SAID SECTION 24, 2,515.92' TO A POINT 118.0' EAST OF THE W 1/16 CORNER, OF THE NW 1/4 OF SAID SECTION 24, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF "SOUTH 14TH STREET"; THENCE N60°39'01"W, AND ON SAID EASTERLY RIGHT-OF-WAY LINE 79.57' HAVING A RECORDED DISTANCE OF 79.0' TO A POINT 40.3' NORTH OF SAID THE W 1/16 CORNER OF THE NW 1/4, AND 50.0' EAST OF AS MEASURED PERPENDICULAR TO THE WEST LINE, OF THE NW 1/4 NW 1/4 OF SAID SECTION 24; THENCE CONTINUING ON THE SAID EASTERLY RIGHT-OF-WAY LINE N1°56'37"W, 50.0' EAST OF AND PARALLEL WITH SAID WEST LINE NW 1/4 NW 1/4, 42.27' TO THE POINT OF BEGINNING. CONTAINING 8.47 ACRES, MORE OR LESS.

AND EXCEPT

A PART OF LOT 27, IRREGULAR TRACT AND LOT 17, IRREGULAR TRACT, BOTH LOCATED IN THE N1/2 NW1/4 AND OF THE W1/2 N1/2 NE1/4, ALL LOCATED IN SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE N1/2 NW1/4 OF SAID SECTION 24; THENCE WITH THE WEST LINE OF THE SAID N1/2 NW1/4 ON AN ASSUMED BEARING OF N01°56'37"W, A DISTANCE OF 450.02 FEET; THENCE N88°33'25"E PARALLEL WITH AND 450.00 FEET DISTANT FROM THE SOUTH LINE OF THE SAID N1/2 NW1/4 TO THE EAST RIGHT-OF-WAY LINE OF "SOUTH 14TH STREET", SAID EAST RIGHT-OF-WAY LINE BEING 50.00 FEET EASTERLY FROM AND MEASURED PERPENDICULAR TO THE SAID WEST LINE, LAST SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 2,197.59 FEET TO A POINT OF CURVATURE; THENCE WITH A CURVED LINE TO THE LEFT HAVING A CHORD BEARING OF N63°41'15"E, A RADIUS OF 1,041.35 FEET AND SUBTENDING A CENTRAL ANGLE OF 49°44'21", AN ARC DISTANCE OF 904.01 FEET TO A POINT OF TANGENCY; THENCE N38°49'04"E, A DISTANCE OF 201.36 FEET TO A POINT OF CURVATURE; THENCE WITH A CURVED LINE TO THE RIGHT HAVING A CHORD BEARING N55°12'43"E, A RADIUS OF 1,141.35 FEET AND SUBTENDING A CENTRAL ANGLE OF 32°47'17", AN ARC DISTANCE OF 653.15 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SAID W1/2 N1/2 NE1/4; THENCE N88°37'41" E WITH THE SAID NORTH LINE, A DISTANCE OF 233.86 FEET TO THE NORTHEAST CORNER OF THE SAID W1/2 N1/2 NE1/4; THENCE S01°56'10"E WITH THE EAST LINE OF THE SAID W1/2 N1/2 NE1/4, A

DISTANCE OF 54.79 FEET; THENCE WITH A CURVED LINE TO THE LEFT HAVING A CHORD BEARING OF S60°58'31"W, A RADIUS OF 1,041.35 FEET AND SUBTENDING A CENTRAL ANGLE OF 44°18'54", AN ARC DISTANCE OF 805.42 FEET TO A POINT OF TANGENCY; THENCE S38°49'04"W, A DISTANCE OF 201.36 FEET TO A POINT OF CURVATURE; THENCE WITH A ARMED LINE TO THE RIGHT HAVING A CHORD BEARING OF S63°41'15"W, A RADIUS OF 1,141.35 FEET AND SUBTENDING A CENTRAL ANGLE OF 49°44'21", AN ARC DISTANCE OF 990.82 FEET TO A POINT OF TANGENCY, SAID POINT BEING 350.00 FEET NORTHERLY FROM AND MEASURED NORMAL TO THE SOUTH LINE OF THE SAID N1/2 NW1/4; THENCE S88°33'25"W, PARALLEL WITH AND 350.00 FEET DISTANT FROM THE SOUTH LINE OF THE SAID N1/2 NW1/4, A DISTANCE OF 2,196.71 FEET TO A POINT OF INTERSECTION WITH THE SAID EAST RIGHT-OF-WAY LINE OF "SOUTH 14TH STREET"; THENCE N01°56'37"W, WITH THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

AND EXCEPT

A TRACT OF LAND COMPOSED OF A PORTION OF VACATED PINE LAKE ROAD RIGHT-OF-WAY, AND A PORTION OF LOT 36 I.T., LOCATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH PM LANCASTER COUNTY NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE INTERSECTION OF THE NORTH R.O.W. LINE OF PINE LAKE ROAD AND THE EAST R.O.W. LINE OF SOUTH 14TH STREET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 36 MINUTES 36 SECONDS EAST. ALONG THE NORTH R.O.W. LINE OF SAID PINE LAKE ROAD A DISTANCE OF 2675.43 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 26 DEGREES 04 MINUTES 54 SECONDS, AN ARC DISTANCE OF 432.45 FEET, A RADIUS OF 950.00 FEET, AND A CHORD OF NORTH 77 DEGREES 20 MINUTES 57 SECONDS EAST, A DISTANCE OF 428.73 FEET TO A POINT OF TANGENCY, THENCE NORTH 64 DEGREES 18 MINUTES 30 SECONDS EAST, A DISTANCE OF 480.64 FEET TO A POINT OF CURVATURE. THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 21 DEGREES 15 MINUTES 59 SECONDS, AN ARC DISTANCE OF 389.73 FEET, A RADIUS OF 1050.00 FEET. AND A CHORD OF NORTH 74 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 387.49 FEET TO A POINT ON THE EAST LINE OF SAID LOT 36 I.T., THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS EAST. ALONG THE EAST LINE OF SAID LOT 36 I.T. A DISTANCE OF 100.32 FEET TO A POINT. THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 20 DEGREES 48 MINUTES 30 SECONDS, AN ARC DISTANCE OF 345.01 FEET, A RADIUS OF 950.00 FEET, AND A CHORD OF SOUTH 74 DEGREES 42 MINUTES 45 SECONDS WEST, A DISTANCE OF 343.12 FEET TO A POINT OF TANGENCY. THENCE SOUTH 64 DEGREES 18 MINUTES 30 SECONDS WEST. A DISTANCE OF 480.64 FEET TO A POINT OF CURVATURE. THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 26 DEGREES 04

MINUTES 54 SECONDS, AN ARC DISTANCE OF 477.97 FEET, A RADIUS OF 1050.00 FEET, AND A CHORD OF SOUTH 77 DEGREES 20 MINUTES 57 SECONDS WEST, A DISTANCE OF 473.86 FEET TO A POINT OF TANGENCY, THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS WEST, ALONG THE SOUTH R.O.W. LINE OF SAID PINE LAKE ROAD A DISTANCE OF 2674.55 FEET TO THE INTERSECTION OF THE SOUTH R.O.W. LINE OF PINE LAKE ROAD AND THE EAST R.O.W. LINE OF SOUTH 14TH STREET, THENCE NORTH 0 DEGREES 06 MINUTES 37 SECONDS WEST, ALONG THE EAST R.O.W. LINE OF SOUTH 14TH STREET A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 9.13 ACRES MORE OR LESS.

AND EXCEPT

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 37 IRREGULAR TRACT, LOCATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF SAID SECTION 24, THENCE NORTH 89°32'20" WEST, ALONG THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 1319.48 FEET TO THE NORTHEAST CORNER OF SAID LOT 37 IRREGULAR TRACT, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE SOUTH 0°05'00" EAST, ALONG THE EAST LINE OF SAID LOT 37 IRREGULAR TRACT A DISTANCE OF 464.61 FEET TO THE SOUTHEAST CORNER OF SAID LOT 37 IRREGULAR TRACT, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION ALONG THE SOUTH LINE OF SAID LOT 37 IRREGULAR TRACT HAVING A DELTA ANGLE OF 21°15'59", AN ARC DISTANCE OF 389.73 FEET, A RADIUS OF 1050.00 FEET, AND A CHORD OF SOUTH 74°56'29" WEST, A DISTANCE OF 387.49 FEET TO A POINT OF TANGENCY, THENCE SOUTH 64°18'30" WEST, ALONG THE SOUTH LINE OF SAID LOT 37 IRREGULAR TRACT A DISTANCE OF 480.64 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION ALONG THE SOUTH LINE OF SAID LOT 37 IRREGULAR TRACT HAVING A DELTA ANGLE OF 26°04'54", AN ARC DISTANCE OF 432.45 FEET, A RADIUS OF 950.00 FEET, AND A CHORD OF SOUTH 77°20'57" WEST, A DISTANCE OF 428.73 FEET TO A POINT OF TANGENCY, THENCE NORTH 89°35'32" WEST, ALONG THE SOUTH LINE OF SAID LOT 37 IRREGULAR TRACT A DISTANCE OF 460.66 FEET TO A POINT, THENCE NORTH 0°23'24" EAST, A DISTANCE OF 375.41 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 63°01'55", AN ARC DISTANCE OF 260.03 FEET, A RADIUS OF 236.37 FEET, AND A CHORD OF NORTH 31°54'21" EAST, A DISTANCE OF 247.11 FEET TO A POINT OF TANGENCY, THENCE NORTH 63°25'19" EAST, A DISTANCE OF 641.39 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 37 IRREGULAR TRACT, THENCE SOUTH 89°32'20" EAST ALONG THE NORTH LINE OF SAID LOT 37 IRREGULAR TRACT A DISTANCE OF 978.87 FEET TO THE POINT OF BEGINNING.

AND EXCEPT

LOT 54, IRREGULAR TRACTS IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA; AND

LOT 44, IRREGULAR TRACTS IN THE NORTH HALF (N 1/2) OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA.

AND EXCEPT

PARCEL "1"

A LEGAL DESCRIPTION OF A TRACT OF LAND COMPOSED OF A PORTION OF LOT 38 I.T., AND A PORTION OF LOT 53 I.T., ALL LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., AND A PORTION OF LOT 42 I.T., LOCATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT ME NORTHWEST CORNER OF SAID LOT 38 I.T., THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 24 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 38 I.T., A DISTANCE OF 973.05 FEET TO THE NORTHEAST CORNER OF SAID LOT 38 I.T., SAID POINT BEING ON THE WEST LINE OF LOT 53 I.T., AND THE SOUTHEAST CORNER OF LOT 46 I.T., THENCE NORTH 0 DEGREES 02 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 53 I.T., A DISTANCE OF 160.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 53 I.T., THENCE SOUTH 89 DEGREES 24 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 53 I.T., A DISTANCE OF 117.05 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 37 DEGREES 55 MINUTES 15 SECONDS, AN ARC DISTANCE OF 481.61 FEET, A RADIUS OF 727.69 FEET, AND A CHORD OF SOUTH 70 DEGREES 27 MINUTES 11 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 53 I.T., A DISTANCE OF 472.87 FEET TO A POINT OF TANGENCY, THENCE SOUTH 51 DEGREES 29 MINUTES 34 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 53 I.T., A DISTANCE OF 95.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 53 I.T., THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 65 DEGREES 05 MINUTES 08 SECONDS, AN ARC DISTANCE OF 660.23 FEET, A RADIUS OF 581.21 FEET, AND A CHORD OF SOUTH 5 DEGREES 57 MINUTES 53 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 53 I.T., A DISTANCE OF 625.30 FEET TO A POINT OF TANGENCY, THENCE SOUTH 26 DEGREES 34 MINUTES 41 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 53 I.T., A DISTANCE OF 376.78 FEET TO THE SOUTHEAST CORNER OF SAID LOT 53 I.T., SAID POINT BEING THE NORTH CORNER OF LOT 52 I.T., THENCE SOUTH 63 DEGREES 25 MINUTES 19 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID

LOT 53 I.T., A DISTANCE OF 447.64 FEET TO THE SOUTHWEST CORNER OF LOT 52 I.T., THENCE SOUTH 63 DEGREES 25 MINUTES 19 SECONDS WEST ALONG AN EXTENSION OF SAID SOUTHEAST LINE OF SAID LOT 53 I.T., A DISTANCE OF 138.36 FEET TO A POINT, THENCE NORTH 26 DEGREES 34 MINUTES 41 SECONDS WEST, A DISTANCE OF 369.43 FEET TO A POINT, THENCE NORTH 21 DEGREES 59 MINUTES 03 SECONDS WEST, A DISTANCE OF 104.86 FEET TO A POINT, THENCE NORTH 15 DEGREES 11 MINUTES 31 SECONDS WEST, A DISTANCE OF 116.48 FEET TO A POINT, THENCE NORTH 8 DEGREES 17 MINUTES 15 SECONDS WEST, A DISTANCE OF 104.85 FEET TO A POINT, THENCE NORTH 1 DEGREE 36 MINUTES 48 SECONDS WEST, A DISTANCE OF 109.11 FEET TO A POINT, THENCE SOUTH 88 DEGREES 12 MINUTES 35 SECONDS EAST, A DISTANCE OF 130.00 FEET TO A POINT, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 06 DEGREES 48 MINUTES 26 SECONDS, AN ARC DISTANCE OF 93.72 FEET, A RADIUS OF 788.89 FEET, AND A CHORD OF NORTH 5 DEGREES 11 MINUTES 38 SECONDS EAST, A DISTANCE OF 93.67 FEET TO A POINT, THENCE NORTH 81 DEGREES 24 MINUTES 09 SECONDS WEST, A DISTANCE OF 130.00 FEET TO A POINT, THENCE NORTH 5 DEGREES 11 MINUTES 38 SECONDS EAST, A DISTANCE OF 99.15 FEET TO A POINT, THENCE NORTH 89 DEGREES 24 MINUTES 48 SECONDS WEST, A DISTANCE OF 954.78 FEET TO A POINT TO A POINT ON THE WEST LINE OF LOT 38 I.T., THENCE NORTH 0 DEGREES 11 MINUTES 53 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 38 I.T., A DISTANCE OF 320.03 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 24.10 ACRES MORE OR LESS.

AND EXCEPT

LOT 57 I.T. SECTION 24-9.6

TWO TRACTS OF LAND FOR RIGHT-OF-WAY PURPOSES, COMPOSED OF A PORTION OF LOT 57 I.T., LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH PM LANCASTER COUNTY NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE INTERSECTION OF THE CENTERLINE OF PINE LAKE ROAD AND THE WEST LINE OF SAID SECTION 24, THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 36 MINUTES 36 SECONDS EAST, ALONG THE CENTERLINE OF PINE LAKE ROAD A DISTANCE OF 717.00 FEET TO A POINT, THENCE NORTH 0 DEGREES 23 MINUTES 24 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD, ALSO THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 0 DEGREES 23 MINUTES 24 SECONDS EAST, A DISTANCE OF 57.00 FEET TO A POINT, THENCE SOUTH 89 DEGREES 36 MINUTES 36 SECONDS EAST, A DISTANCE OF 66.00 FEET TO A POINT, THENCE SOUTH 0 DEGREES 23 MINUTES 24 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT, THENCE SOUTH 89 DEGREES 36 MINUTES 36 SECONDS EAST, A DISTANCE OF 175.50 FEET TO A POINT, THENCE SOUTH 0 DEGREES 23 MINUTES 24 SECONDS WEST, A DISTANCE OF 7.00 FEET TO A POINT ON THE

NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD, THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD A DISTANCE OF 241.50 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 0.1146 ACRES MORE OR LESS.

ALSO:

COMMENCING FROM THE INTERSECTION OF THE CENTERLINE OF PINE LAKE ROAD AND THE WEST LINE OF SAID SECTION 24, THENCE ON AN ASSUMED BEARING OF NORTH 0 DEGREES 06 MINUTES 37 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 50.00 FEET TO A POINT, THENCE SOUTH 89 DEGREES 36 MINUTES 36 SECONDS EAST, ALONG THE EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD A DISTANCE OF 50.00 FEET TO EAST RIGHT-OF-WAY LINE OF SOUTH 14TH STREET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 36 SECONDS EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD, A DISTANCE OF 40.00 FEET TO A POINT, THENCE NORTH 44 DEGREES 51 MINUTES 36 SECONDS WEST, A DISTANCE OF 56.82 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 14TH STREET, THENCE SOUTH 0 DEGREES 06 MINUTES 37 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH 14TH STREET A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 0.0184 ACRES MORE OR LESS.

AND EXCEPT

PARCEL 101: A PORTION OF LOT 13, IRREGULAR TRACT LOCATED IN SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER SECTION, A DISTANCE OF 250.0 FEET; THENCE EASTERLY DEFLECTING 90° 00' 00" RIGHT, A DISTANCE OF 33.0 FEET TO THE EASTERLY EXISTING 14TH STREET RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING, SAID RIGHT-OF-WAY LINE BEING LOCATED 33.0 FEET EASTERLY OF, PERPENDICULAR MEASUREMENT, AND PARALLEL WITH SAID WEST LINE; THENCE CONTINUING EASTERLY DEFLECTING 00° 00' 00", A DISTANCE OF 17.0 FEET; THENCE SOUTHERLY DEFLECTING 90° 00' 00" RIGHT, ALONG A LINE 50.0 FEET EASTERLY OF, PERPENDICULAR MEASUREMENT, AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 250.55 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER SECTION; THENCE WESTERLY DEFLECTING 90° 37' 53" RIGHT, ALONG SAID SOUTH LINE, A DISTANCE OF 17.0 FEET TO SAID EASTERLY 14TH STREET RIGHT-OF-WAY LINE; THENCE NORTHERLY DEFLECTING 89° 22' 07" RIGHT, ALONG SAID EASTERLY 14TH STREET RIGHT-OF-WAY LINE, A DISTANCE OF 250.36 FEET TO

THE POINT OF BEGINNING, CONTAINING AN AREA OF 4,257.8 SQUARE FEET, MORE OR LESS.

PARCEL 103: A PORTION OF LOT 34, IRREGULAR TRACT LOCATED IN NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER SECTION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER SECTION, A DISTANCE OF 33.0 FEET TO THE EASTERLY EXISTING 14TH STREET RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING, SAID EASTERLY RIGHT-OF-WAY LINE BEING LOCATED 33.0 FEET EASTERLY OF, PERPENDICULAR MEASUREMENT, AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER SECTION; THENCE CONTINUING EASTERLY DEFLECTING $00^{\circ} 00' 00''$, ALONG SAID NORTH LINE, A DISTANCE OF 20.0 FEET; THENCE SOUTHERLY DEFLECTING $89^{\circ} 27' 01''$ RIGHT, ALONG A LINE 53.0 FEET EASTERLY OF, PERPENDICULAR MEASUREMENT, AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER SECTION, A DISTANCE OF 85.0 FEET TO THE SOUTH LINE OF SAID LOT 34; THENCE WESTERLY DEFLECTING $90^{\circ} 32' 59''$ RIGHT, ALONG SAID SOUTH LINE, A DISTANCE OF 20.0 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTHERLY DEFLECTING $89^{\circ} 27' 01''$ RIGHT, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 85.0 FEET TO SAID NORTH LINE AND THE POINT OF BEGINNING, CONTAINING AN AREA OF 1,700.1 SQUARE FEET, MORE OR LESS.

PARCEL 105: A PORTION OF LOT 63, IRREGULAR TRACT LOCATED IN NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER SECTION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER SECTION, A DISTANCE OF 53.0 FEET; THENCE SOUTHERLY DEFLECTING $89^{\circ} 27' 01''$ RIGHT, ALONG A LINE 53.0 FEET EASTERLY OF, PERPENDICULAR MEASUREMENT, AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER SECTION, A DISTANCE OF 85.0 FEET TO THE NORTH LINE OF SAID LOT 63 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY DEFLECTING $00^{\circ} 00' 00''$, ALONG A LINE 53.0 FEET EASTERLY OF, PERPENDICULAR MEASUREMENT, AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 439.49 FEET; THENCE EASTERLY DEFLECTING $90^{\circ} 00' 00''$ LEFT, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 17.0 FEET; THENCE SOUTHERLY DEFLECTING $90^{\circ} 00' 00''$ RIGHT, ALONG A LINE 70.0 FEET EASTERLY OF, PERPENDICULAR MEASUREMENT, AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 50.0 FEET; THENCE WESTERLY DEFLECTING $90^{\circ} 00' 00''$ RIGHT, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 17.0 FEET; THENCE SOUTHERLY DEFLECTING

90° 00' 00" LEFT, ALONG A LINE 53.0 FEET EASTERLY OF, PERPENDICULAR MEASUREMENT, AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 149.84 FEET; THENCE EASTERLY DEFLECTING 90° 00' 00" LEFT, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 7.0 FEET; THENCE SOUTHERLY DEFLECTING 90° 00' 00" RIGHT, ALONG A LINE 60.0 FEET EASTERLY OF, PERPENDICULAR MEASUREMENT, AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 105.53 FEET TO A POINT 100.0 FEET NORTHERLY OF, PERPENDICULAR MEASUREMENT, THE CENTERLINE OF PINE LAKE ROAD; THENCE SOUTHEASTERLY DEFLECTING 44° 45' 07" LEFT, A DISTANCE OF 71.02 FEET TO A POINT ON THE NORTHERLY EXISTING PINE LAKE ROAD RIGHT-OF-WAY LINE, SAID POINT BEING LOCATED 50.0 FEET NORTHERLY OF, PERPENDICULAR MEASUREMENT, THE CENTERLINE OF PINE LAKE ROAD AND 110.0 FEET EASTERLY OF, PERPENDICULAR MEASUREMENT, SAID WEST LINE; THENCE WESTERLY DEFLECTING 135° 14' 53" RIGHT, ALONG SAID NORTHERLY PINE LAKE ROAD RIGHT-OF-WAY LINE, A DISTANCE OF 20.0 FEET; THENCE NORTHWESTERLY DEFLECTING 44° 45' 07" RIGHT, ALONG SAID NORTHERLY PINE LAKE ROAD RIGHT-OF-WAY LINE, A DISTANCE OF 56.81 FEET TO SAID EASTERLY 14TH STREET RIGHT-OF-WAY LINE; THENCE NORTHERLY DEFLECTING 44° 45' 07" RIGHT, ALONG SAID EASTERLY 14TH STREET RIGHT-OF-WAY LINE, A DISTANCE OF 115.45 FEET; THENCE WESTERLY DEFLECTING 90° 00' 00" LEFT, ALONG SAID EASTERLY 14TH STREET RIGHT-OF-WAY LINE, A DISTANCE OF 17.0 FEET; THENCE NORTHERLY DEFLECTING 90° 00' 00" RIGHT, ALONG SAID EASTERLY 14TH STREET RIGHT-OF-WAY LINE, A DISTANCE OF 639.52 FEET TO THE NORTHWEST CORNER OF SAID LOT 63; THENCE EASTERLY DEFLECTING 90° 32' 59" RIGHT, ALONG THE NORTH LINE OF SAID LOT 63, A DISTANCE OF 20.0 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 15,643.5 SQUARE FEET, MORE OR LESS. CONTAINING A COMBINED TOTAL AREA OF 21,601.4 SQUARE FEET, MORE OR LESS.

A PORTION OF LOT 66, IRREGULAR TRACT LOCATED IN THE WEST 1/2 SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 17.0 FEET OF SAID LOT 66, IRREGULAR TRACT, EXCEPTING THEREFROM THE SOUTH 1027.0 FEET OF THE NORTH 2167.0 FEET OF SAID LOT 66, IRREGULAR TRACT, THE EAST LINE OF SAID WEST 17.0 FEET BEING DEFINED AS A LINE 50.0 FEET EAST OF, PERPENDICULAR MEASUREMENT AND PARALLEL TO, THE WEST LINE OF SAID SECTION 13, AND ALSO, THE WEST 15.0 FEET OF THE SOUTH 1027.0 FEET OF THE NORTH 2167.0 FEET SAID LOT 66, IRREGULAR TRACT, AND ALSO, THE NORTH 50.0 FEET OF THE SOUTH 609.0 FEET OF THE EAST 10.0 FEET OF THE WEST 27.0 FEET OF SAID LOT 66, IRREGULAR TRACT, AND ALSO, THE SOUTH 50.0 FEET OF THE NORTH 1140.0 FEET OF THE EAST 10.0 FEET OF THE WEST 27.0 FEET OF SAID LOT 66, IRREGULAR TRACT, AND ALSO THE FOLLOWING DESCRIBED TRACT, REFERRING TO THE NORTHWEST CORNER OF SAID LOT 66, IRREGULAR TRACT, THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 66, IRREGULAR TRACT, A DISTANCE OF 17.0 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING EAST, ALONG THE NORTH LINE OF SAID LOT 66,

IRREGULAR TRACT, A DISTANCE OF 20.0 FEET, THENCE SOUTHWESTERLY A DISTANCE OF 28.3 FEET TO A POINT LOCATED 20.0 FEET SOUTH OF, PERPENDICULAR MEASUREMENT, THE NORTH LINE OF SAID LOT 66, IRREGULAR TRACT AND 17.0 FEET EAST OF, PERPENDICULAR MEASUREMENT, THE WEST LINE OF SAID LOT 66, IRREGULAR TRACT, THENCE NORTH, ALONG A LINE 17.0 FEET EAST OF, PERPENDICULAR MEASUREMENT, THE WEST LINE OF SAID LOT 66, IRREGULAR TRACT, A DISTANCE OF 20.0 FEET TO THE POINT OF BEGINNING, CONTAINING A TOTAL AREA OF 42,105.0 SQUARE FEET, MORE OR LESS.

AND EXCEPT

A PORTION OF LOT 78, IRREGULAR TRACT LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 863.12 FEET, THENCE EAST ALONG A LINE WHICH DEFLECTS 89° 30' 14" LEFT, A DISTANCE OF 93.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING EAST ALONG THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 480.00 FEET, THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 17.00 FEET, THENCE WEST ALONG A LINE PERPENDICULAR TO THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 462.85 FEET, THENCE NORTHWESTERLY ALONG A LINE WHICH DEFLECTS 44° 45' 05" RIGHT, A DISTANCE OF 24.15 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 8,015.00 SQUARE FEET, MORE OR LESS;

AND EXCEPT

Lot 1 and Outlots C and D, Costco Center Addition, an addition to the City of Lincoln, Lancaster County, Nebraska

Note: The Assessor's Office in Lancaster County, Nebraska will assign a new Parcel Identification Number to (i) Lot 1, Outlot C, and Outlot D, all of which represents the Costco parcel, and (ii) each of (or one or more of) those certain other Lots and Outlots created by the Costco Center Addition.

EXHIBIT D

Legal Description of the 14th Street Access Parcel

[see attached]

**14th STREET ACCESS PARCEL
LEGAL DESCRIPTION**

A TRACT OF LAND COMPOSED OF OUTLOT "A", COSTCO CENTRE ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF OUTLOT "A", COSTCO CENTRE ADDITION, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 2, COSTCO CENTRE ADDITION; THENCE EASTERLY ON A NORTH LINE OF SAID OUTLOT "A", SAID LINE BEING A SOUTH LINE OF SAID LOT 2, ON AN ASSUMED BEARING OF S88°28'59"E, A DISTANCE OF 264.77' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 19°25'44", A RADIUS OF 235.00', AN ARC LENGTH OF 79.69' ON A NORTH LINE OF SAID OUTLOT "A", SAID LINE BEING A SOUTH LINE OF SAID LOT 2, A CHORD LENGTH OF 79.31', A TANGENT LENGTH OF 40.23', AND A CHORD BEARING OF S78°46'07"E, TO A POINT; THENCE S69°03'15"E, ON A NORTH LINE OF SAID OUTLOT "A", SAID LINE BEING A SOUTH LINE OF SAID LOT 2, A DISTANCE OF 185.99' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 19°15'55", A RADIUS OF 265.00', AN ARC LENGTH OF 89.10' ON A NORTH LINE OF SAID OUTLOT "A", SAID LINE BEING A SOUTH LINE OF SAID LOT 2, A CHORD LENGTH OF 88.68', A TANGENT LENGTH OF 44.98', AND A CHORD BEARING OF S78°41'12"E, TO A POINT; THENCE S88°19'10"E, ON A NORTH LINE OF SAID OUTLOT "A", SAID LINE BEING A SOUTH LINE OF SAID LOT 2, A DISTANCE OF 53.04' TO THE NORTHEAST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S01°40'50"W, ON THE EAST LINE OF SAID OUTLOT "A", SAID LINE BEING A WEST LINE OF LOT 1, COSTCO CENTRE ADDITION, A DISTANCE OF 40.00' TO THE SOUTHEAST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE NORTHEAST CORNER OF OUTLOT "B", COSTCO CENTRE ADDITION; THENCE N88°19'10"W, ON A SOUTH LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 53.04' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 19°15'55", A RADIUS OF 305.00', AN ARC LENGTH OF 102.55', ON A SOUTH LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTH LINE OF SAID OUTLOT "B", A CHORD LENGTH OF 102.07', A TANGENT LENGTH OF 51.77', AND A CHORD BEARING OF N78°41'12"W, TO A POINT; THENCE N69°03'15"W, ON A SOUTH LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 185.99' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 19°25'44", A RADIUS OF 195.00', AN ARC LENGTH OF 66.12' ON A SOUTH LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTH LINE OF SAID OUTLOT "B", A CHORD LENGTH OF 65.81', A TANGENT LENGTH OF 33.38', AND A CHORD BEARING OF N78°46'07"W, TO A POINT; THENCE N88°28'59"W, ON A SOUTH LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 263.65' TO THE SOUTHWEST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE NORTHWEST CORNER OF SAID OUTLOT "B", SAID POINT BEING ON A EAST RIGHT-OF-WAY LINE OF SOUTH 14TH STREET; THENCE N00°05'40"W, ON THE WEST LINE OF SAID OUTLOT "A", SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 40.02'

TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA
26,879.05 SQUARE FEET OR 0.62 ACRES, MORE OR LESS.

Tuesday, March 28, 2017

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EXHIBIT E

Legal Description of the 16th Street Access Parcel

[see attached]

**LEGAL DESCRIPTION
16TH STREET PUBLIC ACCESS EASEMENT
(COSTCO PROPERTY)**

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 1, COSTCO CENTRE ADDITION, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, COSTCO CENTRE ADDITION, SAID POINT BEING ON A EAST LINE OF OUTLOT "B", COSTCO CENTER ADDITION; THENCE NORTHERLY ON A WEST LINE OF SAID LOT 1, SAID LINE BEING A EAST LINE OF SAID OUTLOT "B", AND ON AN EAST LINE OF OUTLOT "A", COSTCO CENTER ADDITION, ON AN ASSUMED BEARING OF N01°40'50"E, A DISTANCE OF 186.53' TO THE NORTHEAST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE SOUTHEAST CORNER OF LOT 2, COSTCO CENTRE ADDITION; THENCE N46°40'51"E, ON A WEST LINE OF SAID LOT 1, SAID LINE BEING A EAST LINE OF SAID LOT 2, A DISTANCE OF 18.71' TO A POINT; THENCE N01°40'50"E, ON A WEST LINE OF SAID LOT 1, SAID LINE BEING A EAST LINE OF SAID LOT 2, A DISTANCE OF 1.77' TO A POINT; THENCE S88°19'10"E, A DISTANCE OF 56.77' TO A POINT; THENCE S01°40'50"W, A DISTANCE OF 236.98' TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 1, SAID POINT BEING ON A NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD; THENCE N89°35'25"W, ON A SOUTH LINE OF SAID LOT 1, SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 5.47' TO A SOUTH CORNER OF SAID LOT 1; THENCE N00°24'35"E, ON A WEST LINE OF SAID LOT 1, SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 37.00' TO A POINT; THENCE N89°35'25"W, ON A SOUTH LINE OF SAID LOT 1, SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 63.72' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 14,159.30 SQUARE FEET OR 0.33 ACRES, MORE OR LESS.

Tuesday, March 28, 2017

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