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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
INDIAN CREEK COMMERCIAL PLAZA,  
DOUGLAS COUNTY, NEBRASKA**

This Declaration of Covenants, Conditions and Restrictions of Indian Creek Commercial Plaza, Douglas County, Nebraska (the "Declaration") made this 19 day of December, 2017 by Gottsch Land Co., a Nebraska corporation ("Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of certain real estate legally described as:

Lots 12-18, inclusive, INDIAN CREEK COMMERCIAL PLAZA, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (each a "Lot" and collectively, the "Property"); and

WHEREAS, by virtue of the recording of this Declaration, the Property shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved and mortgaged or otherwise encumbered subject to the provisions of this Declaration and every grantee of any interest in the Property or any portion thereof, and every owner of the Property or any portion thereof, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Declaration and shall be deemed to have consent to the terms hereof.

WHEREAS, Declarant does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Property and shall be binding on the present owners of the Property or any portion thereof and all its successors and assigns and all subsequent owners of the Property and any improvements thereon, together with their grantees successors, heirs, executors, administrators, devisees and assigns.

NOW, THEREFORE, In consideration of the recitals set forth above and the covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby declares as follows:

ARTICLE I  
USE RESTRICTIONS

1.1. Nuisances. Throughout the term of this Declaration, it is expressly agreed that neither all nor any portion of the Property shall be used, directly or indirectly, for any use which creates a nuisance or which endangers the health or unreasonably disturbs the quiet enjoyment of the owners of the Property, their tenants, invitees, employees, agents and/or customers.

1.2. Compliance with Laws. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Property which is in violation of any applicable governmental law, regulation, rule, ordinance or code, including without limitation all zoning and other ordinances, regulations and codes of the City of Omaha, Nebraska, or its successors and assigns.

1.3. Parking Facilities. All vehicular parking (including customer, visitor, and employee) shall be off-street. The number of vehicular parking spaces on any Lot shall be adequate for the intended use of such Lot, as determined by Declarant as part of the process of reviewing an Application (defined below). Parking areas shall not be used for any purposes other than the parking of vehicles belonging to customers, visitors, and/or employees. In no case shall any storage, servicing, or dismantling of automobiles or other vehicles be permitted in any parking area. All parking areas shall be hard surfaced with a suitable dustless material.

1.4. Specific Use Restrictions. No portion of the Property shall be used, directly or indirectly, for purposes of the operation of an adult bookstore, adult theater, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, flea market, the outdoor housing or raising of animals (except up to five hundred (500) square feet incidental to a veterinary clinic), any industrial use (including, without limitation, any manufacturing, smelting, rendering, refining, chemical manufacturing or processing, or other manufacturing uses), any mining or mineral exploration or development except by non-surface means, a carnival, amusement park or circus, an assembly hall, off track betting establishment, bingo hall, a church, temple, synagogue, mosque or other house of worship, or any facility for the sale of paraphernalia for use with illicit drugs.

In addition, for as long as the Golf Course Property (as defined in Section 7.9 below) located adjacent to Lots 12 through 15, inclusive, INDIAN CREEK COMMERCIAL PLAZA, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, is utilized and operated as a golf course, then Lots 12 through 15 of the Property shall be utilized and operated solely for the purposes of office use as defined by the City of Omaha. For avoidance of doubt, in no event shall any commercial, retail, bank/credit union, or any operation/use which includes a drive-thru be permitted on Lots 12 through 15, inclusive, INDIAN CREEK COMMERCIAL PLAZA, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

1.5 Restriction on Transfer of Lot to Tax-Exempt Entity; Payment of Equivalent Ad Valorem Real Estate Taxes. No Lot shall be sold, transferred or conveyed to any entity that would result in such Lot being exempt from the requirement to pay ad valorem real estate taxes with respect to such Lot unless the owner of such Lot makes an annual payment to Sanitary and Improvement District No. 455 of Douglas County, Nebraska ("SID 455") on or before August 1<sup>st</sup> of each year in lieu of payment of ad valorem real estate taxes. The amount of each annual payment will be calculated by SID 455's municipal financial advisor annually utilizing the formula set forth in the example below. Notwithstanding the foregoing provisions of this Section 1.5, the obligation to make annual payments in lieu of payment of ad valorem real estate taxes shall automatically terminate (i) in the event of any termination of this Declaration, or (ii) upon the City of Omaha's annexation of SID 455.

Example:

Assume that SID 455's levy is \$0.90 and that the average value per developed acre in SID 455 is \$1,350,000. Assume that the acreage of Lots "X" and "Y", combined, is 3.66 acres. The annual payment in lieu of taxes would be equal to \$44,469 ( $\$1,350,000 \times 3.66 \times 0.90 / 100 = \$44,469$ ).

In the event of a breach or threatened breach of this Section 1.5, SID 455 shall be entitled forthwith to full and adequate relief by all available legal and equitable remedies from the consequences of such breach, including payment of any amounts due.

## ARTICLE II BUILDING RESTRICTIONS

2.1. Approval of Improvement Plans. No improvements shall be constructed, erected, placed, maintained or permitted to remain on the Property until plans and specifications for such improvements and alterations, which may include without limitation site plans, exterior elevations, grading plans, drainage plans, utility plans, landscaping, and any other information needed to accurately describe the exterior appearance of the proposed improvements (the "Application"), have been submitted to and approved in writing by the Declarant.

2.2. Basis for Approval. The Declarant shall have the right to approve or disapprove the Application submitted to it in its reasonable discretion in order to protect the values, character and quality of all Lots. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed improvement. In reviewing the plans and specifications submitted to Declarant as part of the Application, Declarant shall take into consideration the suitability of the proposed building/improvement, in light of Declarant's development plans for the Property and Lots 1-11, inclusive, Indian Creek Commercial Plaza, as an integrated development, the harmony of external design and location in relation to surrounding structures, and topography and the effect of the site improvements as planned on the outlook from other Lots and the adjacent public ways. In addition, Declarant may consider, among any other relevant items, the following criteria: (i) the building facades shall be composed of any of the following materials: (a) painted or colored rock face concrete block; (b) clay brick; (c) synthetic stucco (EFFIS); (d) aluminum frame glass windows and doors; and/or (e) other similar materials approved by the Declarant; and (ii) at least 20% of the building facade shall consist of glass and accent materials.

2.3. Time for Decision. The Declarant shall approve or disapprove each Application within thirty (30) days from the receipt thereof. If the Declarant fails either to approve or disapprove the Application within said thirty (30) day period; then it shall be deemed that the Declarant has approved said Application. If Declarant is dissolved without an assignment of its rights and duties under this Declaration, a majority of the owners of the Property may appoint a committee of three (3) persons to carry out the provisions of this Article II (the "Committee"), with each Lot owner having a vote for each Lot owned. No changes or deviations in or from any approved plans or specifications, once approved, shall be made without the prior written approval of Declarant or the Committee, as applicable. Declarant or the Committee, as applicable, may delegate its responsibilities under this Article II to one or more of its employees or owners or to a consultant(s) retained by Declarant.

2.4. Disclaimer of Liability. Neither Declarant, nor any member thereof, nor any agents, officers or employees of Declarant, shall be liable in any way for any damage, loss or prejudice suffered or claimed by an owner, lessee or any other person who submits an Application until this Article II. Any person or entity who submits an Application shall forever defend, indemnify and hold the Declarant, the members thereof, and the employees, officers and agents of each, harmless from all damage, loss or liability

(including reasonable attorney's fees) suffered or claimed by any third party on account of (i) any defects in any plans, drawings, specifications or other documentation submitted in any Application, or revised or approved in accordance with the foregoing provisions, or for any structural or other defects in any work done according to such plans, drawings, specifications or other documentation; or (ii) the construction or performance of any work, whether or not pursuant to any approved Application.

2.5. No Representations or Warranties. In no event shall an approval by the Declarant of any Application, or any written or oral statements made by the Declarant or any officer or employee of the Declarant, be deemed to constitute in any way representations or warranties of any kind, express or implied, with regard to the Application and any plans, drawings, specifications or other documentation constituting a part of the Application, including without limitation representations or warranties regarding compliance with zoning, subdivision and land use laws, or compliance with any other applicable codes, regulations and laws, or with regard to fitness for a particular purpose.

### ARTICLE III MAINTENANCE AND OPERATION

3.1. Outdoor Storage. No article of merchandise (except merchandise offered for sale) shall be kept, stored, or displayed outside the confines of a walked building, unless it is screened by fences, walls or plantings so that it cannot be seen from any public way. In no event shall any part of the Property be used for storage or abandonment of any property that is not screened from any public streets, private drives or adjoining property, unless the owner has obtained the express written approval of the Declarant.

3.2. Maintenance of Completed Improvements. The owner of the Property shall maintain or cause to be maintained, at its expense any and all improvements completed thereon in a well-maintained, clean, neat and attractive condition at all times and shall comply with all governmental health, fire, building, and safety ordinances, codes, regulations and requirements applicable thereto.

3.3. Sidewalks. Public sidewalks shall be constructed of concrete four inches (4") thick and five feet (5') wide along the frontage of each Lot in accordance with the requirements of the City of Omaha Nebraska.

### ARTICLE IV DURATION, MODIFICATION AND TERMINATION

4.1. Duration of Covenants. This Declaration, and all covenants, conditions, and restrictions herein shall continue and remain in full force and effect at all times with respect to the Property and each part thereof, now or hereafter made subject thereto (subject, however, to the right to amend and terminate as provided in Section 4.2 below), commencing on the date this Declaration is recorded in the Office of the Register of Deeds of Douglas County, Nebraska and thereafter in perpetuity.

4.2. Termination or Modification. Except as set forth below, this Declaration, or any provisions hereof, may be terminated, modified, or amended with respect to all or any portion of the Property, by the terms of a recorded document executed by not less than seventy-five percent (75%) of the owners of the Property covered by this Declaration. For the purposes of establishing the number of votes, each owner, including the Declarant, shall have one (1) vote for each Lot owned. Notwithstanding the foregoing, (i) this Declaration may be amended with regard to Lots 16, 17 and 18 by Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof, and (ii) for as long as the Golf Course Property (as defined in Section 7.9 below) located adjacent to Lot 12 is utilized and operated as a golf course, then the office use and drive-thru restrictions set forth in Section 1.4 above

and applicable to Lot 12 cannot be terminated, modified or amended without approval of the then-current owner of the Golf Course Property.

ARTICLE V  
REMEDIES AND ENFORCEMENT

5.1. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any owner or its tenants, or their respective employees, agents, contractors, customers, invitees and licensees, of any of the terms, covenants, restrictions or conditions hereof, the other owner(s) of the Property shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including specific performance.

5.2. No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any owner of all or a portion of the Property covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

5.3. Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of Article I of this Declaration, each owner agrees that such violation or threat thereof shall cause each non-defaulting owner and its tenants and their respective subtenants to suffer irreparable harm and such non-defaulting owner and its tenants and their respective subtenants shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of Article I of this Declaration, each non-defaulting owner, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Article I of this Declaration.

ARTICLE VI  
INDIAN CREEK COMMERCIAL PLAZA OWNERS ASSOCIATION, INC.

6.1. Owners Association. Every owner of a Lot shall be a member of the Indian Creek Commercial Plaza Owners Association, Inc., which has been, or will be, established for the purposes of maintaining the Indian Creek Commercial Plaza perimeter, entryway, common and public area signage, fencing, landscaping and lighting; enforcement of the restrictions and covenants, promoting and maintaining the general aesthetic appearance and upkeep of the entire area; and otherwise promoting and sustaining the Association's business. The Association shall, on a permanent and continuous basis, provide for the proper and continuous maintenance and upkeep of all medians, street islands and common areas within the Property, and Lots 1-11, inclusive, Indian Creek Commercial Plaza, including, but not limited to, all subdivision signs, entrance signs and landscaping. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Pursuant to that certain Declaration of Covenants, Conditions, and Restrictions of Indian Creek Commercial Plaza recorded on December 6, 2006 with the Douglas County Register of Deeds as Instrument No. 2006137933, as amended from time to time, the owners of Lots 1 through 11, inclusive, Indian Creek Commercial Plaza, are also members of the Association.

The Association shall exercise powers, duties and responsibilities as shall be more particularly set forth in the Articles of Incorporation and the Bylaws of the Association. The Declarant specifically reserves the right to annex additional properties to the Association, which properties shall be mandatory members of the Association. The Association shall have the power to enforce, by an action at law or in equity, the provisions of this Declaration against the owner of any Lot in violation thereof. Each Lot shall pay a pro rata share of the common area maintenance expenses on an annual basis. Said payment shall be made

within thirty (30) days of receipt of the invoice and reasonable supporting documentation identifying the landscaping maintenance costs therefore. Pro rata share shall be based upon the square footage of land in said particular Lot over the square footage of land of all Lots.

6.2. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges as hereinafter provided, as such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them.

6.3. Association Lien for Non-Payment of Common Area Expenses.

6.3.1 All sums assessed by the Association but unpaid for the share of common area expenses chargeable to any Lot shall constitute a lien on such Lot superior to all other liens and encumbrances, except only for tax and special assessment liens of the Lot in favor of any assessing entity, and all sums unpaid on any mortgage filed of record prior to the filing of the Declaration, including all unpaid obligatory sums as may be provided by such encumbrances. In the event of default in the payment of the assessment, the owner shall be obligated to pay interest at the maximum rate of interest allowable by law, on the amount of the assessment from due date thereof, together with all expenses, including attorney's fees incurred together with such late charges as provided by the Bylaws of the Association. To evidence such lien, the Board of Directors of the Association shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of accrued interest, late charges and expenses, including attorney's fees thereon, the name of the owner of the Lot and legal description of the Lot. Such notice of lien shall be signed by one of the members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Office of the Register of Deeds for Douglas County, Nebraska. Such lien shall attach and be effective from the due date of the assessment until all sums with interest and other charges thereon, shall have been fully paid.

6.3.2 Such lien may be enforced by the foreclosure on the defaulting owner's Lots by the Association in the manner of a deed of trust or mortgage on real property upon the recording of a notice to claim thereof or by an action at law against the owner personally obligated to pay the same. In any such proceedings, the owner shall be required to pay the costs, expenses and attorney's fees incurred, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The owner of the Lot being foreclosed or subject to litigation shall be required to pay the Association any assessments for the Lot during the period of foreclosure or litigation, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.

6.3.3 Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid common area expenses payable with respect to such Lot, and upon such payment, such encumbrancer shall have a lien on such Lot for the amount paid of the same rank as the lien of this mortgage or encumbrance without the necessity of having to record a notice of claim of such lien. Upon request of a mortgagee, the Association shall report to the mortgagee of a Lot any unpaid assessments remaining unpaid for longer than thirty (30) days after the same is due; provided, however, that a mortgagee shall have furnished to the Association notice of such encumbrance.

6.3.4 The recorded lien may be released by recording a release of lien signed by one of the Members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Office of the Register of Deeds for Douglas County, Nebraska.

6.3.5 Notwithstanding any of the foregoing provisions, any mortgagee who obtains a title to a Lot pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the Lot free and clear of all annual assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessments.

ARTICLE VII  
ADDITIONAL PROVISIONS

7.1. Constructive Notice and Acceptance of Declaration. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to this Declaration, whether or not any references to this Declaration is obtained in the instrument by which such person or entity acquired an interest in the Property.

7.2. Governing Law. This Declaration shall be governed by and constructed in accordance with the laws of the State of Nebraska. Venue for enforcement hereof shall lie exclusively in Douglas County, Nebraska, and each person with rights hereunder hereby waives the right to sue or be sued in any other place.

7.3. Benefited Property. This Declaration is made for the benefit of the Declarant and each owner of the Property; shall create equitable servitudes in favor of the Property; and shall be binding upon all grantees of the Property, their heirs, successors and assigns.

7.4. Headings. Headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

7.5. Effect of Invalidation. In the event that any provision of this Declaration is held to be invalid by any court, the same shall not affect the validity of the remaining provisions of this Declaration and all remaining provisions shall continue unimpaired and in full force and effect.

7.6. Notices. Any and all notices, or other communication made pursuant hereto, shall be in writing and shall be deemed properly delivered or given to Declarant or any Owner of a Lot (a) when personally delivered against receipted copy, (b) on the date mailed by certified or registered mail, postage prepaid, or (c) on the date delivered to the national overnight courier service; in either case to the Declarant at the following address:

Gottsch Land Co.  
20507 Nicholas Cir  
Suite 100  
Elkhorn, NE 68022

A reasonable search should be inquired as to the current location of Gottsch Land Co.

7.7. Requirements of City. The covenants and restrictions contained herein are in addition to the requirements, codes and ordinances imposed by the City of Omaha, Nebraska, its successors and assigns, on the Property. In the event of a conflict or inconsistency between the provisions of this

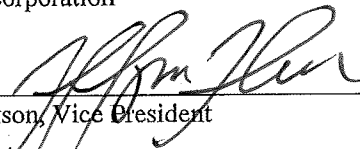
Declaration and the requirements, codes or ordinances of the City of Omaha, Nebraska, its successors and assigns, then the more restrictive requirement shall govern.

7.8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Property subjected to this Declaration. No easements shall be implied by this Declaration; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied herein.

7.9. Easement for Flight of Errant Golf Balls; Assumption of Risk. Declarant hereby grants Indian Creek Golf Course, LLC, a Nebraska limited liability company ("Indian Creek") which owns and operates a 27-hole golf course upon the real property immediately to the east of the Property known as the Indian Creek Golf Course, which is legally described on Exhibit "A" hereto (the "Golf Course Property"), and all future owners, occupants, tenants, subtenants and mortgagees of the Golf Course Property, and their respective successors and assigns, a non-exclusive permanent easement appurtenant to the Golf Course Property on, over and across the Property for purposes of the flight and impact of errant golf balls. Declarant, on behalf of itself and its respective successors and assigns, including without limitation each future Lot owner, hereby acknowledges that as a result of the Property's proximity to the Golf Course Property, the Property (and occupants thereof), is subject to the risks of damage, injury, death, loss of privacy and of other disturbances from events, occurrences and activities inherent in the operation, maintenance, repair and use of the Golf Course Property, including, without limitation, the flight and impact of errant golf balls and agrees that the owner of each Lot shall assume such risk and shall hold Indian Creek, and its successor/assigns harmless from any such claims/damage. This Declaration shall be recorded and indexed against the Golf Course Property and the terms of this Declaration, specifically including Section 1.4, shall be enforceable by the owner of the Golf Course Property.

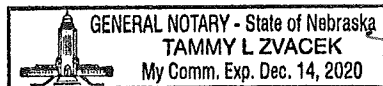
**DECLARANT**

GOTTSCH LAND CO.,  
a Nebraska corporation

By:   
Jeff Jackson, Vice President

State of Nebraska     )  
                                  )ss.  
County of Douglas    )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2017 by Jeff Jackson, Vice President on behalf of Gottsch Land Co., a Nebraska corporation.



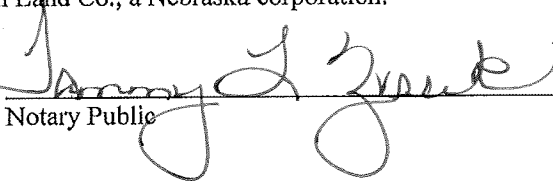
  
Notary Public



Exhibit "A"

Legal Description of the Golf Course Property

Tract No. 1

That part of Section 6, Township 15 North, Range 11 East of the 6<sup>th</sup> P.M. Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the Southeast Quarter of Section 6;  
Thence North 86°46'20" East (bearings referenced to the Nebraska State Plane System, NAD 1983) for 370.73 feet along the south line of the said Southeast Quarter of Section 6;

Thence North 03°13'40" West for 161.47 feet to the north right of way line of West Maple Road (State Highway #64) and the TRUE POINT OF BEGINNING;

Thence North 44°41'20" West for 566.27 feet;

Thence North 50°02'32" West for 94.10 feet;

Thence North 57°36'36" West for 69.40 feet;

Thence North 64°43'07" West for 109.06 feet;

Thence North 71°29'49" West for 132.62 feet;

Thence North 89°50'52" West for 339.25 feet;

Thence South 83°03'20" West for 358.18 feet;

Thence South 88°08'31" West for 335.32 feet;

Thence North 00°00'00" East for 174.26 feet;

Thence North 12°39'57" West for 261.16 feet;

Thence South 81°37'37" West for 466.98 feet;

Thence North 56°04'13" West for 198.86 feet;

Thence North 00°35'37" West for 193.01 feet;

Thence North 05°32'23" East for 300.40 feet;

Thence North 10°56'32" West for 152.78 feet;

Thence North 03°47'50" West for 226.50 feet;

Thence North 30°55'26" East for 247.13 feet;

Thence North 19°20'40" East for 199.25 feet;

Thence North 45°32'08" East for 151.33 feet;

Thence North 89°32'17" East for 124.00 feet;

Thence North 40°36'05" East for 46.10 feet;

Thence North 05°18'52" West for 129.56 feet;

Thence North 47°02'57" West for 375.71 feet;

Thence North 13°49'23" West for 456.21 feet;

Thence North 01°20'58" West for 428.14 feet;

Thence South 86°40'52" West for 100.00 feet;

Thence North 02°28'26" West for 791.87 feet;

Thence North 87°30'40" East for 35.00 feet;

Thence North 04°07'04" East for 210.66 feet;

Thence North 37°35'43" East for 269.11 feet;

Thence North 02°41'45" West for 110.00 feet to the north line of the Northwest Quarter of Section 6;

Thence North 87°18'15" East for 503.80 feet along the north line of the said Northwest Quarter of Section 6 (centerline of Fort Street);  
Thence South 29°09'26" East for 496.54 feet;  
Thence South 02°50'07" West for 216.68 feet;  
Thence South 87°58'13" East for 807.64 feet;  
Thence South 54°11'54" East for 763.11 feet;  
Thence South 16°58'16" West for 125.53 feet;  
Thence South 66°29'50" West for 210.00 feet;  
Thence South 01°18'48" West for 160.00 feet;  
Thence South 76°40'09" East for 200.00 feet;  
Thence South 06°48'34" East for 200.00 feet;  
Thence South 32°09'16" East for 473.65 feet;  
Thence South 90°00'00" East for 134.84 feet;  
Thence North 59°06'25" East for 147.23 feet;  
Thence North 13°19'51" East for 1117.06 feet;  
Thence North 50°53'32" East for 92.18 feet;  
Thence North 82°07'30" East for 212.13 feet;  
Thence South 47°12'56" East for 134.34 feet;  
Thence South 22°20'07" East for 228.70 feet;  
Thence South 15°42'30" East for 315.00 feet;  
Thence North 72°04'41" East for 210.00 feet;  
Thence North 70°17'29" East for 328.22 feet;  
Thence North 67°04'08" East for 458.91 feet;  
Thence South 33°23'18" East for 71.36 feet;  
Thence South 34°00'55" West for 248.99 feet;  
Thence South 21°56'55" West for 291.03 feet;  
Thence South 26°22'35" West for 388.85 feet;  
Thence South 42°00'49" West for 194.17 feet;  
Thence South 35°44'40" West for 215.31 feet;  
Thence South 14°13'44" West for 109.69 feet;  
Thence South 27°20'09" West for 243.54 feet;  
Thence South 18°00'39" West for 195.34 feet;  
Thence South 39°25'04" West for 330.85 feet;  
Thence South 42°30'17" West for 742.21 feet;  
Thence South 21°03'37" West for 131.60 feet;  
Thence South 04°49'24" West for 130.59 feet;  
Thence South 06°19'03" East for 516.11 feet;  
Thence South 01°07'25" East for 216.22 feet;  
Thence South 07°30'26" East for 348.48 feet to the north right of way line of West Maple Road;  
Thence South 85°54'19" West for 541.73 feet to the Point of Beginning.  
Contains 292.56 acres

Tract No. 2

That part of the Southwest Quarter of Section 6, Township 15 North, Range 11 East of the 6<sup>th</sup> P.M. Douglas County, Nebraska, described as follows:

Commencing at the southeast corner of the Southwest Quarter of Section 6;  
Thence South 86°47'50" West (bearings referenced to the Nebraska State Plane System, NAD 1983) for 1055.51 feet along the south line of the Southwest Quarter of Section 6;

Thence North 02°26'44" West for 686.91 feet to the TRUE POINT OF BEGINNING;

Thence along a curve to the left (having a radius of 290.11 feet and a long chord bearing North 67°24'41" West for 225.06 feet) for an arc length of 231.12 feet;

Thence South 89°45'55" West for 58.59 feet;

Thence along a curve to the right (having a radius of 366.00 feet and a long chord bearing North 85°17'17" West for 63.12 feet) for an arc length of 63.20 feet to a point in the boundary of SID 404;

Thence South 88°08'31" West for 9.46 feet along said boundary line to an angle point therein;

Thence North 00°00'00" East for 2.04 feet along said boundary line;

Thence along a curve to the right (having a radius of 366.00 feet and a long chord bearing North 61°00'31" West for 224.12 feet) for an arc length of 227.77 feet;

Thence North 43°10'48" West for 121.38 feet;

Thence along a curve to the left (having a radius of 375.00 feet and a long chord bearing North 64°19'00" West for 270.45 feet) for an arc length of 276.68 feet;

Thence North 04°32'48" East for 44.82 feet to the boundary of SID 404;

Thence North 81°37'37" East for 466.98 feet along said boundary of SID 404;

Thence South 12°39'57" East for 261.16 feet along said boundary of SID 404;

Thence South 00°00'00" West for 174.26 feet along said boundary of SID 404;

Thence North 88°08'31" East for 334.56 feet along said boundary of SID 404;

Thence South 02°26'44" East for 101.96 feet along the boundary of SID 404 to the Point of Beginning.

Contains 2.78 acres.