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Record and Return to:
EPSTEIN & EPSTEIN
11516 Nicholas Street, #202
Omaha, Nebraska 68154
(402) 397-1515

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (hereinafter called "Easement") is entered into this 25th day of March, 2013, by Star City/Federal, LLC, a Nebraska limited liability company (hereinafter called "Declarant") and Star Parking, LLC, a Nebraska limited liability company (hereinafter called "Star")

RECITALS:

A. Declarant is the owner of that certain real property legally described as Lot 1, Cornhusker Shadows 1st Addition, an Addition to the City of Lincoln, Lancaster County, Nebraska. Star is the owner of that certain real property being part of Lot 2, Cornhusker Shadows 1st Addition, and part of Block 14, North Lincoln Addition, Lancaster County, Nebraska, as more particularly described on Exhibit E attached hereto ("Star Parcel"). Lot 1 is hereinafter referred to as Parcel I and Star Parcel is hereinafter referred to as Parcel II. Parcel I contains an office building, Parcel II is a parking lot.

B. Declarant desires to impose certain easements upon Parcel I for the benefit of Parcel II and the present and future owners thereof, by the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, the Declarant hereto agrees as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

(a) The term, "Owner" or "Owners" shall mean the Declarant and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property subject to the easements granted herein and/or restricted and burdened hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees, and licensees of (i) the Owner(s) of such Parcel, and/or (ii) the tenant(s) or occupant(s) of such Parcel.

(d) The term "Easement Area" shall mean that sidewalk area shown on Exhibit "A" and legally described on Exhibit "B". The term "Restroom Area" shall mean the portion of the office building on Parcel I being 8.12 feet in width and 15.79 feet in depth as shown on Exhibit "C" and legally described on Exhibit "D".

(e) The term "Site Plan" shall mean the site plan attached hereto as Exhibit "A" provided however the Site Plan is for identification purposes only.

2. Easements.

2.1 Grant of Easements. Subject to any express conditions, limitations or, reservations contained herein, the Owner of Parcel I grants to the Owner of Parcel II the following nonexclusive and perpetual easements:

(a) An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as are presently (or hereafter constructed) being a part of the Easement Area noted on Exhibit "A" so as to provide for the passage to pedestrians and motorized golf-utility carts between Parcel I and Parcel II and abutting streets or rights of way furnishing access to Parcel I so as to furnish access to Parcel II.

(b) An easement for the Permittees of Parcel II to use the Easement Area to enter, maintain, service and use the Restroom Area, and appurtenances thereto, which contains storage and restroom facilities for the exclusive benefit of said Permittees of Parcel II.

2.2 The Owner of Parcel I grants to the Owner of Parcel II the following nonexclusive perpetual easements:

(a) An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as are presently (or hereafter constructed) and constitute a part of the Easement Area of Parcel I, so as to provide for the passage of pedestrians and motorized golf-utility carts between all portions of the Easement Area of Parcel I and all abutting streets or rights of way furnishing access to Parcel I so as to furnish access to Parcel II. Except as set forth in Section 9.11 herein, the Owners or the Permittee of Parcel I or Parcel II shall not erect barriers between Parcel I and Parcel II at any time on the Easement Area located on Parcel I with the rights of way leading to public streets.

(b) An easement for the Owner of Parcel II to enter upon the Easement Area in Parcel I pursuant to self-help provisions of this Easement, for the purpose of performing any obligation which the Owner of Parcel I is required to perform pursuant to this Easement but fails or refuses to perform with the applicable time period provided herein.

2.3 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement (including Declarant with respect to Parcel I) harmless from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss or damage to any person or property arising from or in any manner relating to the use by the indemnifying Owner or its Permittee of any easement granted hereunder except as may result from the negligence or intentional misconduct of the Owner whose Parcel is subject to the easement.

3. Maintenance Easement Area.

(a) The Owner of Parcel I covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained in good order, condition, and repair, at its expense, and the Easement Area located on Parcel I. Maintenance of the Easement Areas shall include, without limitation, maintaining, repairing and replacing when needed all sidewalks and the surface of the roadway areas, removing snow and ice, removing all papers, debris and other refuse from and periodically sweeping all roadway areas to the extent necessary to maintain the same in a clean, safe and orderly condition. Such maintenance shall also include maintaining landscaping and performing any and all such other duties as are necessary to maintain such Easement Area in a clean, safe and orderly condition.

(b) Utilities to service Restroom Area are located in Parcel I. The Declarant (Parcel I), at Declarant's expense, shall furnish utilities to Restroom Area. Star (Parcel II), at their expense, shall be allowed to repair Restroom Area facilities under the supervision of Declarant (Parcel I).

4. Insurance.

Throughout the term of this Easement, each Owner shall procure and maintain comprehensive public liability and property damage insurance against claims for personal injury, death, or property damage occurring upon such Easement Area and Restroom Area with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000) including umbrella coverage, if any, or such greater amount as may from time to time be reasonable and prudent under the circumstances, and naming each other Owner and Owner's Manager of such Easement Area and Restroom Area (provided the Owner obtaining such insurance has been supplied with the name of such other Owner and Owner's Manager in the event of a change therein) as an additional insured. The insuring Owner shall provide the insureds with Certificates of Insurance evidencing said insurance coverage. This insurance is to insure against potential liability for losses or damages that might occur on or to any Easement Area with companies which are authorized to do business in the State of Nebraska and are governed by the regulatory authority which establishes maximum rates in the vicinity.

5. Taxes and Assessments.

Each Owner shall pay all taxes, assessments, or charges of any type levied made by any governmental body or agency with respect to its Parcel prior to delinquency.

6. No Rights in Public

Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel I or Parcel II.

7. Remedies and Enforcement

7.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittee of any of the terms, covenants, restrictions or conditions hereof, the other Owner 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 payment of any amounts due and/or specific performance.

7.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Easement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure with such 30-day period, and thereafter diligently prosecutes such cure to completion), or any Owner shall have the right to perform such obligation contained in this Easement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time by First National Bank of Omaha (not to exceed the maximum rate of interest allowed by law). Any sum not so reimbursed shall constitute a lien against such defaulting Owner's Parcel.

7.3 Remedies Cumulative. The remedies specified herein shall be cumulative

and in addition to all other remedies permitted at law or in equity.

7.4 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Easement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value. The easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

7.5 Lien Rights. Any claim for reimbursement, including interest as aforesaid (7. 2), and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any lawsuit or proceeding under this Easement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien priority with respect thereto in the Office of the Register of Deeds of Lancaster County, Nebraska; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the Register of Deeds of Lancaster County, Nebraska prior to the date of recordation of said notice of lien priority, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien priority. All liens recorded subsequent to the recordation of the notice of lien priority described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien priority was recorded, the party recording same shall record an appropriate release of such notice of lien priority and Assessment Lien.

8. Term. The covenants, conditions and restrictions contained in this Easement shall be effective commencing on the date of recordation of this Easement in the office of the Register of Deeds, and shall remain in full force and continue in perpetuity, unless this Easement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel I and Parcel II.

9. Miscellaneous.

9.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

9.2 Amendment. Declarant agrees that the provisions of this Easement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel I Parcel II, evidenced by a document that has been fully executed and acknowledged by all such record Owners recorded in the official records of the Register of Deeds of Lancaster County, Nebraska.

9.3 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

9.4 No Agency. Nothing in this Easement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint ventures or of any other association between the parties.

9.5 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

9.6 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by Acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assign, heirs, and personal representatives, covenant, consent and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

9.7 Severability. Each provision of this Easement and the application thereof to Parcel I and Parcel II are hereby declared to be independent of and severable from the remainder of this Easement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Easement. In the event the validity or enforceability of any provision of this Easement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

9.8 Time of Essence. Time is of the essence in this Easement.

9.9 Entire Agreement. This Easement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

9.10 Governing Law. The laws of the State of Nebraska shall govern the interpretation, validity, performance and enforcement of this Easement.

9.11 Consents. Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed.

10. Notices. All notices hereunder shall be in writing and sent by United States certified or registered mail, postage prepaid, or by overnight delivery service providing proof of receipt, addressed, if to an Owner, to the address shown on the Deed by which such Owner acquires title to a specific Parcel, provided that each party by like notice may

designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

IN WITNESS WHEREOF, Declarant has executed this Easement as of the date first written above.

STAR PARKING, LLC,
a Nebraska Limited Liability Company
By: Star Management, Inc., Manager

STAR CITY/FEDERAL, LLC,
a Nebraska Limited Liability Company
By: Marathon Properties, Inc., Manager

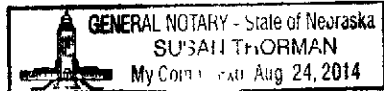
By: *Cynthia Makinster*
Cynthia Makinster, President

By: *Carol J. Gendler*
Carol J. Gendler, President

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

I, a Notary Public, do hereby certify that Cynthia Makinster, personally known to me to be the President of Star Management, Inc., a Nebraska Corporation, manager of Star Parking, LLC, a limited liability company; and, personally known to me to be the same person whose name is subscribed to the foregoing instrument; appeared before me this day in person and acknowledged that as such she signed and delivered said instrument on behalf of said company, as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25TH day of March, 2013.

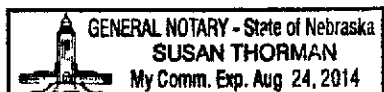


Susan Thorman
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

I, a Notary Public, do hereby certify that Carol J. Gendler, personally known to me to be the President of Marathon Properties, Inc, a Nebraska Corporation, Manager of Star City/Federal, LLC, a limited liability company; and, personally known to me to be the same person whose name is subscribed to the foregoing instrument; appeared before me this day in person and acknowledged that as such she signed and delivered said instrument on behalf of said company, as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25TH day of March, 2013.



Susan Thorman
Notary Public

EXHIBIT B

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 1, CORNHUSKER SHADOWS 1ST ADDITION, CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE SOUTHWEST CORNER OF THE REMAINING PORTION OF LOT 2, CORNHUSKER SHADOWS 1ST ADDITION; THENCE ON AN ASSUMED BEARING OF NORTH 62 DEGREES 53 MINUTES 20 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID LOT 1, SAID LINE BEING A SOUTHEAST LINE OF THE REMAINING PORTION OF SAID LOT 2, A DISTANCE OF 178.80 FEET TO A NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING A SOUTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 2; THENCE SOUTH 27 DEGREES 12 MINUTES 25 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID LOT 1, SAID LINE ALSO BEING A SOUTHWEST LINE OF THE REMAINING PORTION OF SAID LOT 2, A DISTANCE OF 144.40 FEET TO AN EAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING A SOUTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 2; THENCE SOUTH 68 DEGREES 55 MINUTES 48 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID LOT 1, A DISTANCE OF 10.77 FEET TO AN EAST CORNER OF SAID LOT 1; THENCE, CONTINUING, SOUTH 68 DEGREES 55 MINUTES 48 SECONDS WEST, ALONG A SOUTHWESTERLY EXTENSION OF THE SOUTHEAST LINE OF SAID LOT 1, A DISTANCE OF 3.31 FEET TO A POINT LOCATED 3.31 FEET SOUTHWESTERLY FROM AN EAST CORNER OF SAID LOT 1; THENCE NORTH 27 DEGREES 12 MINUTES 25 SECONDS WEST, ALONG A LINE THAT IS 14.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 29.67 FEET TO AN INTERSECTION WITH AN EASTERLY EXISTING BUILDING LINE; THENCE NORTH 00 DEGREES 16 MINUTES 09 SECONDS EAST, ALONG SAID EXISTING BUILDING LINE, A DISTANCE OF 10.86 FEET TO A NORTHEAST CORNER OF SAID EXISTING BUILDING; THENCE NORTH 89 DEGREES 57 MINUTES 50 SECONDS WEST, ALONG A NORTHERLY EXISTING BUILDING LINE, A DISTANCE OF 5.64 FEET TO A POINT; THENCE NORTH 27 DEGREES 12 MINUTES 25 SECONDS WEST, ALONG A LINE THAT IS 14.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 87.03 FEET TO A POINT; THENCE SOUTH 62 DEGREES 53 MINUTES 20 SECONDS WEST, ALONG A LINE THAT IS 14.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 161.94 FEET TO A POINT; THENCE SOUTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, ALONG A LINE THAT IS 9.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 25.54 FEET TO A POINT; THENCE SOUTH 10 DEGREES 41 MINUTES 42 SECONDS EAST, A DISTANCE OF 89.42 FEET TO A POINT; THENCE SOUTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, ALONG A LINE THAT IS 26.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 60.77 FEET TO A POINT; THENCE SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST, A DISTANCE OF 4.22 FEET TO AN INTERSECTION WITH A WESTERLY EXISTING BUILDING LINE; THENCE SOUTH 00 DEGREES 20 MINUTES 19 SECONDS WEST, ALONG SAID EXISTING BUILDING LINE, A DISTANCE OF 10.00 FEET TO A POINT THAT IS LOCATED 6.11 FEET NORTH OF A SOUTHWESTERLY CORNER OF SAID EXISTING BUILDING; THENCE NORTH 89 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 14.21 FEET TO A POINT; THENCE NORTH 00 DEGREES 15 MINUTES 50 SECONDS EAST, ALONG A LINE THAT IS 16.00 FEET EAST OF

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EXHIBIT B

AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 69.81 FEET TO A POINT; THENCE NORTH 10 DEGREES 41 MINUTES 42 SECONDS WEST, A DISTANCE OF 26.93 FEET TO A POINT; THENCE NORTH 89 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 10.88 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 15 MINUTES 50 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 98.96 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 6,494 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

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EXHIBIT D

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 1, CORNHUSKER SHADOWS 1ST ADDITION, CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE SOUTHWEST CORNER OF THE REMAINING PORTION OF LOT 2, CORNHUSKER SHADOWS 1ST ADDITION; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 98.96 FEET TO A POINT; THENCE SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST, A DISTANCE OF 10.88 FEET TO A POINT; THENCE SOUTH 10 DEGREES 41 MINUTES 42 SECONDS EAST, A DISTANCE OF 26.93 FEET TO A POINT; THENCE SOUTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, ALONG A LINE THAT IS 16.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 69.81 FEET TO A POINT; THENCE SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST, A DISTANCE OF 14.21 FEET TO AN INTERSECTION WITH A WESTERLY EXISTING BUILDING LINE, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 20 MINUTES 19 SECONDS EAST, ALONG SAID EXISTING BUILDING LINE, A DISTANCE OF 15.79 FEET TO AN INTERSECTION WITH AN EXISTING NORTHERLY INTERIOR WALL AND ITS EXTENSION; THENCE SOUTH 89 DEGREES 39 MINUTES 41 SECONDS EAST, ALONG SAID EXISTING INTERIOR WALL AND ITS EXTENSION, A DISTANCE OF 8.12 FEET TO AN INTERSECTION WITH AN EXISTING INTERIOR WALL; THENCE SOUTH 00 DEGREES 20 MINUTES 19 SECONDS WEST, ALONG SAID EXISTING INTERIOR WALL, A DISTANCE OF 21.90 FEET TO AN INTERSECTION WITH AN EXISTING SOUTHERLY EXTERIOR WALL AND ITS EXTENSION; THENCE NORTH 89 DEGREES 39 MINUTES 41 SECONDS WEST, ALONG SAID EXISTING EXTERIOR WALL AND ITS EXTENSION, A DISTANCE OF 8.12 FEET TO A SOUTHWESTERLY CORNER OF SAID EXISTING BUILDING; THENCE NORTH 00 DEGREES 20 MINUTES 19 SECONDS EAST, ALONG SAID WESTERLY EXISTING BUILDING LINE, A DISTANCE OF 6.11 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 178 SQUARE FEET, MORE OR LESS.

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EXHIBIT "E"

Parcel 1:

A tract of land composed of a part of Lots 2 through 7, C.J. Hulls Subdivision, a part of Lot 4, Block 14, North Lincoln Addition, a part of vacated 8th Street, and a part of vacated un-named right-of-way North of C.J. Hulls Subdivision, located the East Half of Section 23, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, and more particularly described as follows:

HULLS 7
7021

Commencing from the Southwest corner of Lot 2, Cornhusker Shadows 1st Addition; thence on an assumed bearing of North 00 degrees 15 minutes 50 seconds East, along the West line of said Lot 2, said line also being the East right-of-way line of vacated 8th Street, a distance of 193.11 feet to the point of beginning; thence North 26 degrees 13 minutes 22 seconds West, a distance of 299.96 feet to a point; thence North 09 degrees 37 minutes 45 seconds East, a distance of 16.21 feet to a point; thence North 45 degrees 28 minutes 53 seconds East, a distance of 56.54 feet to a point; thence North 52 degrees 09 minutes 02 seconds East, a distance of 117.28 feet to a point on the West line of Lot 2, Cornhusker Shadows 1st Addition, and a point of curvature; thence Southwesterly on a curve in a counterclockwise direction, a distance of 2.98 feet, having a radius of 716.78 feet, a central angle of 00 degrees 14 minutes 18 seconds, a chord bearing of South 25 degrees 19 minutes 11 seconds West, and a chord distance of 2.98 feet to the Northwest corner of said Lot 2, said point also being on the East right-of-way line of vacated 8th Street; thence South 00 degrees 15 minutes 50 seconds West, along the East right-of-way line of vacated 8th Street, a distance of 393.98 feet to the point of beginning.

Parcel 2:

A tract of land composed of a part of the remaining portion of Lots 2 and 3, Block 14, North Lincoln Addition, a part of the remaining portion of Lot 1, Block 6, Original Town of Lincoln, and a part of the un-named right-of-way South of Block 14, North Lincoln Addition, all being part of land acquired with the 10th Street viaduct project, located in the East Half of Section 23, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, and more particularly described as follows:

LINCOLN

Commencing from the Northeast corner of said Lot 2, Block 14, North Lincoln Addition; thence on an assumed bearing of North 89 degrees 41 minutes 20 seconds West, along the North line of said Lot 2, a distance of 34.51 feet to a point on the Easterly line of Lot 2, Cornhusker Shadows 1st Addition, said point also being a point of curvature; thence Southwesterly on a curve in a counterclockwise direction, a distance of 12.24 feet, having a radius of 838.51 feet, a central angle of 00 degrees 50 minutes 10 seconds, a chord bearing of South 08 degrees 51 minutes 23 seconds West, and a chord distance of 12.24 feet to a point of curvature and the point of beginning; thence Southeasterly on a curve in a clockwise direction, a distance of 16.95 feet, having a radius of 129.00 feet, a central angle of 07 degrees 31 minutes 37 seconds, a chord bearing of South 13 degrees 23 minutes 06 seconds East, and a chord distance of 16.93 feet to a point of compound curvature; thence Southeasterly on a curve in a clockwise direction, a distance of 81.90 feet, having a radius of 379.00 feet, a central angle of 12 degrees 22 minutes 51 seconds, a chord bearing of South 03 degrees 25 minutes 52 seconds East, and a chord distance of 81.74 feet to a point; thence South 02 degrees 45 minutes 34 seconds West, a distance of 66.71 feet to a point of curvature; thence Southwesterly on a curve in a counterclockwise direction, a distance of 18.21 feet, having a radius of 895.00 feet, a central angle of 01 degrees 09 minutes 58 seconds, a chord bearing of thence South 02 degrees 10 minutes 35 seconds West, and a chord distance of 18.21 feet to a point; thence North 88 degrees 24 minutes 24 seconds West, a distance of 12.68 feet to a point on the East line of said Lot 2, Cornhusker Shadows 1st Addition; thence North 01 degrees 49 minutes 39 seconds West, along the East line of said Lot 2, a distance of 33.16 feet to a point of curvature; thence Northeasterly on a curve in a clockwise direction, along the East line of said Lot 2, a distance of 147.86 feet, having a radius of 83831 feet, a central angle of 10 degrees 06 minutes 11 seconds, a chord bearing of North 03 degrees 23 minutes 13 seconds East, and a chord distance of 147.66 feet to the point of beginning.

EXHIBIT "E"

Parcel 3:

Lot 2, Comhusker Shadows 1st Addition, Lincoln, Lancaster County, Nebraska, except that portion conveyed to West Haymarket Joint Public Agency on October 29, 2012, and recorded as Instrument No. 2012054620, Register of Deeds, Lancaster County, Nebraska, which conveyed portion is described as follows:

Commencing at the Northwest corner of said Lot 2, said point being 50.00 feet East of the centerline of vacated 8th Street; thence Northeasterly along the Northwestern line of said Lot 2, on a curve in a clockwise direction, having a radius of 716.78 feet, a central angle of 00 degrees 14 minutes 18 seconds, a chord bearing of North 25 degrees 19 minutes 11 seconds East, and a chord distance of 2.98 feet to the point of beginning; thence continuing Northeasterly along the Northwestern line of said Lot 2, on a curve in a clockwise direction, a distance of 268.77 feet, having a radius of 716.78 feet, a central angle of 21 degrees 29 minutes 03 seconds, a chord bearing of North 36 degrees 10 minutes 51 seconds East, and a chord distance of 267.20 feet to a point on the East line of the North/South alley in Block 11, North Lincoln Addition; thence North 00 degrees 15 minutes 22 seconds East, along the East line of said North/South alley, said line also being the Northwestern line of said Lot 2, a distance of 9.33 feet to a point; thence North 55 degrees 19 minutes 03 seconds East, along the Northwestern line of said Lot 2, a distance of 301.01 feet to the Northeast corner of said Lot 2; thence Southwesterly along the East line of said Lot 2, on a curve in a counterclockwise direction, a distance of 388.91 feet, having a radius of 838.51 feet, a central angle of 26 degrees 34 minutes 28 seconds, a chord bearing of South 21 degrees 43 minutes 32 seconds West, and a chord distance of 385.44 feet to a point of curvature; thence Northwesterly on a curve in a counterclockwise direction, a distance of 43.05 feet, having a radius of 129.00 feet, a central angle of 19 degrees 07 minutes 08 seconds, a chord bearing of North 26 degrees 42 minutes 28 seconds West, and a chord distance of 42.85 feet to a point of curvature; thence Northwesterly on a curve in a counterclockwise direction, a distance of 88.37 feet having a radius of 69.00 feet, a central angle of 73 degrees 22 minutes 41 seconds, a chord bearing of North 72 degrees 57 minutes 23 seconds West, and a chord distance of 82.45 feet to a point of curvature; thence Southwesterly on a curve in a counterclockwise direction, a distance of 136.30 feet, having a radius of 429.00 feet, a central angle of 18 degrees 12 minutes 15 seconds, a chord bearing of South 61 degrees 15 minutes 10 seconds West, and a chord distance of 136.30 feet, having a radius of 429.00 feet, a central angle of 18 degrees 12 minutes 15 seconds, a chord bearing of South 61 degrees 15 minutes 10 seconds West, and a chord distance of 135.73 feet to a point; thence South 52 degrees 09 minutes 02 seconds West, a distance of 57.67 feet to the point of beginning.

exhibit "E"

CO SH 1