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Return to:

City Clerk

ATTN: MR. BUSTER BROWN



City of Omaha
Mike Fahey, Mayor

RECEIVED

02 JUN 27 PM 2:06

CITY CLERK
OMAHA, NEBRASKA

Law Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 804
Omaha, Nebraska 68183-0804
(402) 444-5115
Telefax (402) 444-5125

Paul D. Kratz
City Attorney

Honorable President

and Members of the City Council,

The attached proposed Ordinance further Amends Ordinance No. 35543 approved April 10, 2001, authorizing the implementation of the Gallup University Riverfront Redevelopment Agreement.

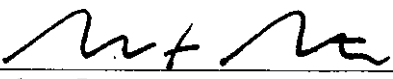
The Redevelopment Agreement, provides for the recording of Redevelopment Covenants in the form attached thereto, which shall be binding on, benefit and burden the Gallup Campus, the Future Parking Structure Area, and the Future Redevelopment Sites. The Parties desire to make certain lot line adjustments in the Redevelopment Covenants to conform to the Future Redevelopment sites as surveyed and platted, and to make minor language changes to the form of Redevelopment Covenants for purposes of clarification. The parties also desire to substitute a current revised Master Plan exhibit in place of the Master Plan drawings attached to the Redevelopment Agreement as originally executed and attached to the First Amendment.


It is felt that this Amendment is necessary to adequately implement and complement the redevelopment project authorized by Ordinance No. 35543 and consequently Ordinance No. 35543 should be amended.

Your favorable consideration of this Ordinance will be appreciated.

Sincerely,

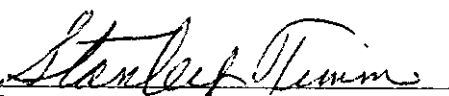
Referred to City Council for Consideration:


Robert Peters
Planning Director
Date 6-26-02


Mayor's Office
Date 6-26-02

Approved:

Approved:


Stanley P. Timm
Finance Director
Date 6/26/02


Norm Jackman
Acting Public Works Director
Date 6/26/02



ORDINANCE NO. 36004

AN ORDINANCE approving the Second Amendment to the Redevelopment Agreement between the City of Omaha, and Riverfront Campus Developers, LLC a Nebraska Limited Liability Company, to implement changes with respect to the Legal Description, Declaration of Redevelopment Covenants, and the Termination of Purchase Rights all of which are necessary for the implementation of the Gallup University Riverfront Redevelopment Project.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

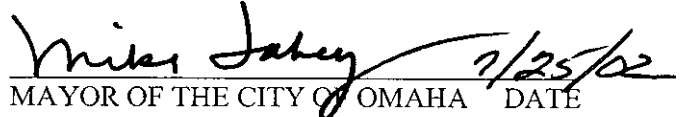
Section 1. That it is proper and necessary to amend Ordinance NO. 35543, passed April 10, 2001, and that said Ordinance authorized the City of Omaha Douglas County and Riverfront Campus Developers, LLC a Nebraska Limited Liability Company, to implement the Gallup University Riverfront Redevelopment.

Section 2. This Ordinance, being administrative in character shall be in full force and take effect immediately upon its passage in accord with section 2.12 of the Omaha Municipal Code.

INTRODUCED BY COUNCILMEMBER



APPROVED BY:


MAYOR OF THE CITY OF OMAHA DATE

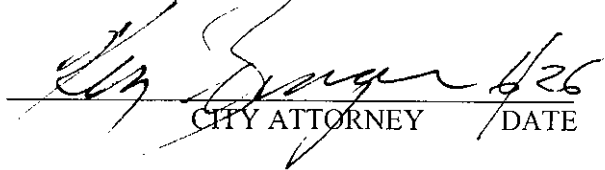
PASSED JUL 23 2002 *as amended 6-0*

ATTEST:


CITY CLERK OF THE CITY OF OMAHA DATE

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's Office.

APPROVED AS TO FORM:


CITY ATTORNEY DATE

Development
16/19 - 16/16 - 16/14

ORDINANCE NO. 31004
16/19 - 16/16 - 16/14

AN ORDINANCE approving the Second Amendment to the Redevelopment Agreement between the City of Omaha, and Riverfront Campus Developers, LLC a Nebraska Limited Liability Company, to implement changes with respect to the Legal Description, Declaration of Redevelopment Covenants, and the Termination of Purchase Rights all of which are necessary for the implementation of the Gallup University Riverfront Redevelopment Project.

21

PRESENTED TO COUNCIL

1st Reading JUL 9 - 2002
Hearing 7/6/02

Hearing JUL 16 2002 - Over to
7/23/02

Final Reading JUL 23 2002
Passed 6-0

PUBLICATIONS

PUBLICATION OF HEARING
Date 7-18-02

PUBLICATION OF ORDINANCE

Date 7-30-02

BUSTER BROWN
City Clerk

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

This Second Amendment to Redevelopment Agreement (this "Amendment") is made and entered into by and between THE CITY OF OMAHA, NEBRASKA, a municipal corporation (the "City"), and RIVERFRONT CAMPUS DEVELOPERS, LLC, a Nebraska limited liability company (the "Developer").

PRELIMINARY STATEMENT

The City, the Developer and Douglas County, Nebraska (the "County") entered into that certain Redevelopment Agreement dated April 19, 2001 (as heretofore amended, the "Redevelopment Agreement") pursuant to the Gallup University Riverfront Redevelopment Plan of the City. The County has performed all of its obligations under the Redevelopment Agreement, conveyed to the City the portion of Miller's Landing owned by the County, and entered into an interlocal agreement with the City, all as contemplated by Section 3 of the Redevelopment Agreement. Consequently, the City has succeeded to the rights, interests and duties of the County under the Redevelopment Agreement. The City and the Developer amended the Redevelopment Agreement by that certain First Amendment to Redevelopment Agreement dated March 28, 2002 (the date of execution by the Mayor of the City; hereinafter, the "First Amendment"). The City and the Developer now wish to further amend the Redevelopment Agreement in the manner set forth in this Amendment.

The Redevelopment Agreement provides for the recording of Redevelopment Covenants, in the form attached thereto, which shall be binding on, benefit and burden the Campus, the Future Parking Structure Area, and the Future Redevelopment Sites. The parties desire to make certain lot line adjustments in the Redevelopment Covenants to conform to the Future Redevelopment Sites as surveyed and platted, and to make minor language changes to the form of Redevelopment Covenants for purposes of clarification. The parties also desire to substitute a current revised Master Plan exhibit in place of the Master Plan drawings attached to the Redevelopment Agreement as originally executed and attached to the First Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Redevelopment Agreement.
2. **Revised Master Plan.** Attached hereto, marked Exhibits "A" and "A-1" and by this reference incorporated herein are a drawing and legal description of the Plan Area which the parties agree amend and supercede the Master Plan drawing and legal description attached as Exhibit I to the Redevelopment Agreement as originally executed and the Master Plan drawing attached as Exhibit "D" to the First Amendment.

3. **Revised Redevelopment Covenants.** The Declaration of Redevelopment Covenants in the form attached hereto, marked Exhibit "B" and by this reference incorporated herein are hereby approved and shall constitute the Redevelopment Covenants for purposes of the Redevelopment Agreement and supercede in their entirety the instrument attached as Exhibit 4 to the Redevelopment Agreement as originally executed.

4. **Termination of Repurchase Right.** The City and the Developer acknowledge that a building permit has been issued, construction of the operations building within the Project One Area has commenced, and the City's repurchase rights under Section 5.21 of the Redevelopment Agreement have terminated.

5. **Binding Effect.** As hereby amended, the Redevelopment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth beneath their respective signatures, the latter of which shall be considered the date of this Agreement for reference purposes.

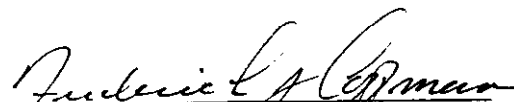
THE CITY OF OMAHA, NEBRASKA

ATTEST:

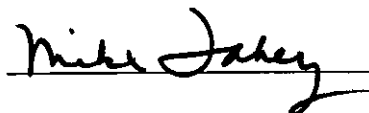


City Clerk

Approved as to Form

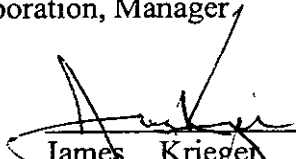


Special Projects Attorney, City

By: 

Title: Mike Fahey, Mayor
Date: 6/24/02

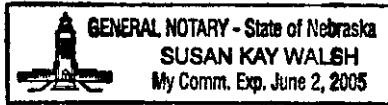
RIVERFRONT CAMPUS DEVELOPERS, LLC,
a Nebraska limited liability company

By: Gallup, Inc., a Delaware corporation
corporation, Manager
By: 

James Krieger, Chief Financial
Officer
Date: 6/15/02

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on 6-24-02, 2002, by Mike Fahey, who is the Mayor of the City of Omaha, Nebraska, on behalf of the City of Omaha, Nebraska.



Susan Kay Walsh
Notary Public

My Commission expires: _____

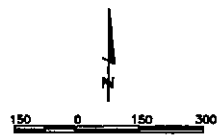
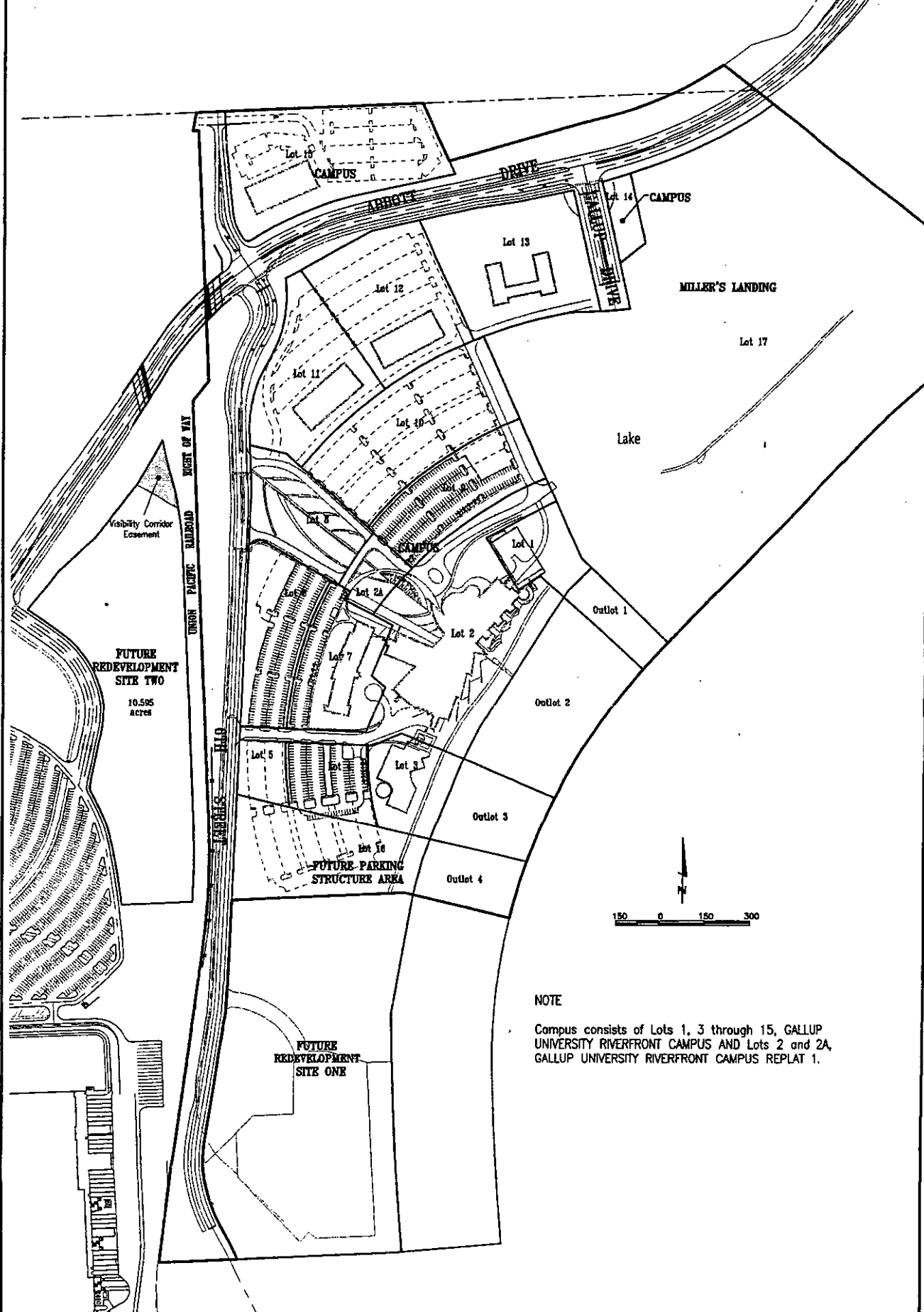
STATE OF NEBRASKA)
LANCASTER) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on June 17, 2002, by James Krieger, Chief Financial Officer of Gallup, Inc., a Delaware corporation, as Manager of Riverfront Campus Developers, LLC, a Nebraska limited liability company, on behalf of the corporation and the limited liability company.

Summer M. Monroe
Notary Public

My Commission expires: October 17, 2005





NOTE
 Campus consists of Lots 1, 3 through 15, GALLUP UNIVERSITY RIVERFRONT CAMPUS AND Lots 2 and 2A, GALLUP UNIVERSITY RIVERFRONT CAMPUS REPLAT 1.

00006\0006L05G v4 (Rev. 05/30/02)

<p>lamp, ryneason & associates, inc. engineers surveyors planners</p>	<p>14710 west dodge road, suite 100 omaha, nebraska 68154-2029</p>	<p>ph 402-498-2498 fax 402-498-2730</p>	<p>job number-task 00006.01-252</p>	<p>EXHIBIT A MASTER PLAN</p>
			<p>date Mar. 26, 2001</p>	

EXHIBIT "A-1"

Legal Description of Plan Area

Miller's Landing:

Lot 17, Gallup University Riverfront Campus, a subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska.

The Campus:

Lots 1 and 3 through 15, inclusive, Gallup University Riverfront Campus, a subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska; and

Lots 2 and 2A, Gallup University Riverfront Campus Replat 1, being an administrative subdivision of Lot 2, Gallup University Riverfront Campus, a subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska.

Future Parking Structure Area:

Lot 16, Gallup University Riverfront Campus, a subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska.

Future Redevelopment Site One:

That part of Blocks 7, 32, AND 360, ORIGINAL CITY OF OMAHA, a subdivision, as surveyed, lithographed and recorded in Douglas County, Nebraska; TOGETHER WITH part of vacated Webster, California, Cass, AND 8th Streets as dedicated in the ORIGINAL CITY OF OMAHA; AND ALSO TOGETHER WITH part of Government Lot 4, all in Section 14, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the southwest corner of Lot 16, GALLUP UNIVERSITY RIVERFRONT CAMPUS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence North 87°31'46" East (bearings referenced to the Final Plat of GALLUP UNIVERSITY RIVERFRONT CAMPUS) for 584.79 feet along the south line of said Lot 16 to an angle point therein;

Thence South 76°13'17" East for 27.91 feet to the southeast corner of said Lot 16 and the west bank of the Missouri River as defined in the Final Plat of GALLUP UNIVERSITY RIVERFRONT CAMPUS;

Thence South 09°51'39" West for 416.24 feet along said defined west bank extended south;

Thence along a curve to the left (having a radius of 11183.37 feet and a long chord bearing South 02°54'19" East for 813.79 feet) for an arc length of 813.97 feet along said defined

west bank extended south to the north line of Lot 1, SMELTER PLANT REPLAT, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South $85^{\circ}00'35''$ West for 30.23 feet along said north line;

Thence South $87^{\circ}37'29''$ West for 525.64 feet along said north line to the east right of way line of 6th Street as platted in the Final Plat of GALLUP UNIVERSITY RIVERFRONT CAMPUS;

Thence along said east right of way line for the following 5 courses:

- 1) Thence North $27^{\circ}36'17''$ West for 136.06 feet;
- 2) Thence along a curve to the right (having a radius of 474.50 feet and a long chord bearing North $09^{\circ}24'36''$ West for 296.32 feet) for an arc length of 301.36 feet;
- 3) Thence North $08^{\circ}47'04''$ East for 384.75 feet;
- 4) Thence along a curve to the left (having a radius of 1225.49 feet and a long chord bearing North $05^{\circ}40'27''$ East for 132.99 feet) for an arc length of 133.06 feet;
- 5) Thence North $02^{\circ}33'51''$ East for 303.51 feet to the Point of Beginning.

Contains 741346 square feet or 17.019 acres.

Future Redevelopment Site Two:

Part of Blocks O, P, Q, 313, 314, 327, 328, AND 329, ORIGINAL CITY OF OMAHA, a subdivision, as surveyed, lithographed and recorded in Douglas County, Nebraska; TOGETHER WITH part of Napoleon, Nicholas, Izard, Cuming, Burt, AND 8th Streets as dedicated in the ORIGINAL CITY OF OMAHA, the entire tract described as follows:

Commencing at the southwest corner of Lot 16, GALLUP UNIVERSITY RIVERFRONT CAMPUS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South $87^{\circ}31'46''$ West (bearings referenced to the Final Plat of GALLUP UNIVERSITY RIVERFRONT CAMPUS) for 130.50 feet along the south line of said Lot 16 extended west to the west right of way line of the Union Pacific Railroad and the True Point of Beginning;

Thence South $87^{\circ}31'46''$ West for 237.21 feet;

Thence along a curve to the left (having a radius of 3022.00 feet and a long chord bearing North $09^{\circ}05'59''$ West for 207.89 feet) for an arc length of 207.93 feet;

Thence along a curve to the left (having a radius of 572.00 feet and a long chord bearing North $20^{\circ}54'03''$ West for 195.31 feet) for an arc length of 196.27 feet;

Thence along a curve to the right (having a radius of 30.00 feet and a long chord bearing North 09°41'55" East for 21.53 feet) for an arc length of 22.03 feet;

Thence North 11°20'02" East for 185.05 feet;

Thence along a curve to the left (having a radius of 335.00 feet and a long chord bearing North 21°37'17" West for 364.47 feet) for an arc length of 385.37 feet;

Thence North 54°34'36" West for 130.59 feet;

Thence North 37°46'31" East for 163.40 feet;

Thence North 46°43'31" East for 161.12 feet;

Thence North 37°18'10" East for 226.20 feet;

Thence North 30°05'26" East for 173.49 feet to the west right of way line of the Union Pacific Railroad;

Thence South 15°03'30" East for 126.17 feet along said west right of way line of the Union Pacific Railroad;

Thence along a curve to the right (having a radius of 1145.93 feet and a long chord bearing South 08°41'17" East for 254.29 feet) for an arc length of 254.81 feet along said west right of way line of the Union Pacific Railroad;

Thence South 02°19'04" East for 932.39 feet along said west right of way line of the Union Pacific Railroad;

Thence along a curve to the right (having a radius of 2525.00 feet and a long chord bearing South 00°37'41" West for 259.54 feet) for an arc length of 259.65 feet along said west right of way line of the Union Pacific Railroad to the Point of Beginning.

Contains 10.595 acres.

DECLARATION OF REDEVELOPMENT COVENANTS

This Declaration of Redevelopment Covenants (this "Declaration") is made by and between the City of Omaha, Nebraska (the "City"), and Riverfront Campus Developers, LLC, a Nebraska limited liability company ("RCD") pursuant to the terms of that certain Redevelopment Agreement dated as of April 19, 2001, among the City, RCD, and Douglas County, Nebraska (the "Redevelopment Agreement").

The background of this Declaration is that:

The City and RCD are all of the owners of the various parcels of real estate located in Douglas County, Nebraska, and more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (which property shall hereinafter sometimes be referred to as the "Redevelopment Area"; and which property is referred to in the Redevelopment Agreement as the "Campus," the "Future Parking Structure Area," and the "Future Redevelopment Sites"), and pursuant to the Redevelopment Agreement have established a general plan for the improvement and development of the Redevelopment Area, and declare that all of the real estate located within the Redevelopment Area shall be subject to the covenants, conditions, reservations and restrictions set forth herein. For purposes of this Declaration, the Redevelopment Area shall be divided into four (4) separate Districts, the location and boundary of each District being shown on the Covenant Master Plan attached hereto as Exhibit "B" which shows the location and boundaries of the Districts within the Redevelopment Area. Each and every one of these covenants, conditions, reservations and restrictions is for the benefit of each owner of any land within the Redevelopment Area, and any mortgage or other interest therein, and shall inure to and pass with each and every parcel, lot or site within the Redevelopment Area, and shall bind the respective successors in interest of the present owners. These covenants, conditions, reservations and restrictions are each imposed upon the lots within the Redevelopment Area, all of which are to be construed as restrictive covenants running with the title to the lots and with each and every parcel.

Now, therefore, for good and valuable consideration, including the mutual promises, covenants, and agreements herein contained, the parties hereto agree as follows:

1. PERMITTED USES.

Each lot within the Redevelopment Area may only be used for the use permitted by the District within which that lot lies, according to the following restrictions:

- A. The Campus District. The property lying within the Campus District, which is shown on the Covenant Master Plan as "Campus," may be used for business office space, auditoriums, meeting rooms, education and training facilities, dormitories, lodging facilities, ancillary retail stores, laboratories and research and development facilities, printing and mailing plants, computer facilities, indoor and outdoor recreation facilities, child care facilities, heliports, helipads, storage space, parking (surface and structure), pedestrian walkways, pedestrian links (whether open or enclosed) between buildings and parking facilities, and uses ordinarily incident to the operation of a permitted principal use.
- B. The Future Redevelopment Site One District. The property lying within the Future Redevelopment Site One District, which is shown on the Covenant Master Plan as "Future Redevelopment Site One," may only be used for multiple-family residential use and any use permitted as a "Permitted Use" in the City of Omaha Community Commercial zoning district, set forth in Section 55-363 of the Omaha Municipal Code, as adopted, amended, and in effect from time to time, except that the following uses will not be permitted in the Future Redevelopment Site One District: automotive washing, communication services unless ancillary to another permitted use, funeral services, pawnshop services, restaurant (drive-in), service station, veterinary services, and emergency residential care. Uses listed in Sections 55-364 and 55-365 of the Omaha Municipal Code as "Conditional Uses" and "Special Permit Uses" will not be permitted in the Future Redevelopment Site One District, except for multiple family residential use..
- C. The Future Redevelopment Site Two District. The property lying within the Future Redevelopment Site Two District, which is shown on the Covenant Master Plan as "Future Redevelopment Site Two," may only be used for surface or structured parking, multiple-family residential use and any use permitted as a "Permitted Use" in the City of Omaha Community Commercial zoning district, set forth in Section 55-363 of the Omaha Municipal Code, as adopted, amended, and in effect from time to time, except that the following uses will not be permitted in the Future Redevelopment Site Two District: automotive washing, communication services unless ancillary to another permitted use, funeral services, pawnshop services, restaurant (drive-in), service station, veterinary services, and emergency residential care. Uses listed in Sections 55-364 and 55-365 of the Omaha Municipal Code as "Conditional Uses" and "Special Permit Uses" will not be permitted in the Future Redevelopment Site Two District, except for surface parking and multiple family use. Notwithstanding the foregoing, the existing City Grit Removal and Pump Facility located in the Future Redevelopment Site Two District and shown on the Covenant Master Plan may remain in its current location and continue to be operated by the City.

- D. The Future Parking Structure District. The property lying within the Future Parking Structure District , which is shown on the Covenant Master Plan as "Future Parking Structure Area," may only be used for parking. The property within the Future Parking Structure District may be used for surface parking on an interim basis until a parking structure is constructed.

2. LANDSCAPING.

Immediately upon completion of building construction, or at the next available planting season, the owner of each lot or parcel of land within the Redevelopment Area shall install and maintain permanent landscaping. The permanent landscaping schemes for all Districts must provide for irrigation with automatic underground irrigation systems and may only use trees having a minimum of 2½ inch caliper from a City approved nursery. All trees shall be hardy and suitable for growing in zone 5. In addition, the permanent landscaping scheme must include provisions for a maintenance program acceptable to the Architectural Review Committee (as defined in Section 12 below) and sufficient to insure that such site is maintained in a first class and neat and attractive condition. Such maintenance program shall include, but not be limited to, provisions for fertilization, weed and insect control, regular watering, mowing and clipping, trash and debris removal. Any landscaping scheme, having once been installed in accordance with an approved plan, shall be kept and maintained in a neat and attractive condition, which shall include keeping lawns mowed and irrigated, edges trimmed, and trees and shrubs in good condition. The approved plan for landscaping a building site may not be altered substantially without submitting a revised plan to the Architectural Review Committee for approval, which altered landscaping plan must first be approved by the Architectural Review Committee before such alterations are commenced.

Prior to building construction, each owner of property within the Redevelopment Area must install and maintain temporary landscaping on its property and adjacent street rights of way. Such landscaping must be sufficient to present a neat and attractive appearance. Each owner shall maintain such landscaping, including mowing and trimming lawns and proper care of trees and shrubs.

3. LOADING DOCKS; ROOFTOP EQUIPMENT.

All loading docks and trash receptacles serving any building or structure on any lot must either be within the structure being built or screened from public view. No protrusions shall be allowed above the roofline of any building or structure unless approved by the Architectural Review Committee; provided, however, such protrusions will only be allowed where such protrusions are veneered with the same exterior material which is the predominant material incorporated into the façade of the building or structure or roof or some other material compatible with the structure and acceptable to the Architectural Review Committee.

4. PARKING AND LOADING; ACCESS.

- (a) The occupant of any lot shall comply with City zoning regulations pertaining to parking.

(b) No parking shall be permitted on a required setback abutting a dedicated external public street without the written waiver of the Architectural Review Committee.

(c) No on-street parking will be permitted on external public streets.

(d) All parking areas shall be covered with hard, dust-free, paved surface and shall be properly maintained at all times in a first class condition in accordance with City standards. Any surface parking lot must be landscaped with a ten-foot perimeter of sod and landscape materials, measured from the side of the sidewalk away from the street, and have at least 5% of the entire parking lot interior landscaped and sodded. Concrete curbing must be provided throughout such surface parking lot.

5. IMPROVEMENTS TO LANDSCAPE RATIO.

The impervious coverage of any lot may not exceed seventy percent (70%) of the entire area of such lot, provided the Architectural Review Committee, in its sole discretion, may grant variances from this percentage if it determines that such variance is compatible with the Covenant Master Plan and general design scheme of the Redevelopment Area.

6. SIGNS.

No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement except as herein expressly permitted. The owner of any lot may install a sign or signs identifying the building erected by such owner, provided, however, that the form of the sign is a low-profile "monument" type or wall sign of a design and composed of materials consistent and harmonious with the building it identifies and is previously approved by the Architectural Review Committee as provided in Section 12 below, subject to the following restrictions:

(a) No sign shall be what is known as a walking or message sign, or what is known as an advertising sign advertising businesses or products other than to identify the business housed on the premises on which the sign is located.

(b) All signs must be compatible with and complimentary to the overall design theme of the Redevelopment Area.

(c) No sign shall have in use any flashing, pulsating or rotating light or lights.

(d) No sign shall be located on a rooftop.

(e) No sign shall violate any ordinances of the City of Omaha, Nebraska.

7. EXCAVATION.

No rock, gravel, clay or other material shall be excavated or removed from any property in any District for commercial purposes except strictly as necessary to prepare the site for permitted buildings and improvements.

8. NUISANCES.

No noxious weeds or underbrush shall be permitted to grow or remain upon any property in any District within the Redevelopment Area, and no refuse pile, unused motor vehicle, or private nuisance of any kind shall be allowed to be placed or to remain anywhere on any property within the Redevelopment Area. If any owner of any property within the Redevelopment Area shall fail or refuse to keep such property free from noxious weeds, underbrush, refuse piles, unused motor vehicles or any public or private nuisance of any kind, then a representative designated by the Architectural Review Committee may enter upon such property and remove the same at the expense of the owner of such property, and such entry shall not be deemed a trespass. In the event of such removal, a lien shall arise and be created in favor of such curing party and against such defaulting owner's property for the full amount of the cost of such removal and/or disposal, together with interest thereon. Such lien shall be fully chargeable to such property and said amount shall be due and payable within thirty (30) days after such defaulting owner is billed for it and the lien hereby created may be foreclosed by the curing party in like manner as provided by law for the foreclosure of mortgages against real estate. In the event of foreclosure, the prevailing party shall be entitled to recover court costs and reasonable attorneys fees.

9. CONDITION OF PROPERTY.

The owner of any property within the Redevelopment Area shall keep the premises, buildings, improvements and appurtenances on such property in a safe, clean and attractive condition and comply in all respects with all government, health, fire and police requirements and regulations and these covenants, conditions and restrictions. Further, all of the owners of any property in the Redevelopment Area shall comply with the following:

- (a) The premises shall be kept free from excessive debris, paper, leaves, fallen branches and trash of all kinds.
- (b) Outside storage of materials, equipment and products shall be prohibited except as reasonably necessary during the construction of any facilities or improvements and except for temporary storage associated with a permitted use.
- (c) Nothing shall be done on any building site that interferes with natural drainage of surface waters unless adequate alternate provisions are made therefor.
- (d) Any other rules or regulations concerning conditions that are later established.

10. UTILITY LINES.

Except for the existing OPPD electrical lines located west of 6th Street, all electrical lines, communication lines, pipelines and associated utility services shall be buried underground, except temporary above-ground service shall be allowed when necessary, but only during construction of buildings and improvements.

11. REMEDIES FOR VIOLATIONS.

Upon a violation or breach of any of the covenants, conditions, reservations and restrictions set forth herein by any owner of any of the property within the Redevelopment Area, a representative designated by the Architectural Review Committee shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Architectural Review Committee's designated representative shall have the right, whenever there shall have been built on any property any structure which is in violation of these restrictions, to enter upon the property where the violation of any of the covenants, conditions, reservations and restrictions exist and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The cost of such abatement, together with interest thereon, shall be a lien against that owner's property and may be foreclosed in like manner as provided in Section 8 above. In the event of foreclosure, the prevailing party shall be entitled to recover court costs and reasonable attorneys fees. The failure promptly to enforce any of the covenants, conditions, reservations and restrictions contained herein shall not constitute a waiver thereof or bar their enforcement.

12. APPROVAL OF PLANS.

There is hereby established the Architectural Review Committee, which shall consist of three members, one member of which shall be selected by the Mayor of the City and two members of which shall be selected by the owner or owners of a majority of the area in square feet in the Campus District; provided, however, that the two members to be selected by the owner or owners of a majority of the area in square feet of the Campus District shall be selected by RCD until such time as the City has acquired and then conveyed the entire Campus District to RCD, or its successors and assigns, pursuant to the Redevelopment Agreement.

Before commencing the construction, installation or alteration of any building, enclosure, landscaping, fence, parking facility, parking garage, sign, light pole, fence or fixture, or any other structure or temporary or permanent improvements on or to any property or portion thereof in any District within the Redevelopment Area, the property owner shall first submit site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans, and building elevations and materials plans, together with applicable specifications, to the Architectural Review Committee for its written approval. The Architectural Review Committee will have the right to establish procedures for submission and review of plans and to charge reasonable fees for its review including, but not limited to, the fees charged by architects and engineers employed by the Architectural Review Committee to review such plans and specifications. The address for giving notices to the Architectural Review Committee shall be the place for the submittal of plans and specifications.

The Architectural Review Committee will be guided by the Performance Standards set forth in Section 13 below, the Covenant Master Plan, and Sections 1, 2, 3, 5 and 6 above, and such approval shall not be unreasonably withheld provided that the plans and specifications conform to the Performance Standards set forth in Section 13 below, the Covenant Master Plan and Sections 1, 2, 3, 5 and 6 above. Except as set forth below, any site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans and building elevations,

materials plans, or specifications submitted to the Architectural Review Committee shall not be deemed approved unless approval is granted by at least two (2) members of the Architectural Review Committee. In the event that the Architectural Review Committee, or its designated representative, shall fail to approve or disapprove the site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans and building elevations, materials plans, or specifications within sixty (60) days after they have been received by the Architectural Review Committee, the approval will not be required and this covenant will be deemed to have been complied with. Disapproval shall be deemed to have occurred if two (2) members of the Architectural Review Committee vote against a plan or proposal

The Architectural Review Committee may delegate its responsibility to review plans and specifications to one or more of its members or consultants retained by the Architectural Review Committee. Upon such delegation, the approval or disapproval of plans and specifications by such member or consultants shall be deemed to be the approval or disapproval by the Architectural Review Committee.

The approval by the Architectural Review Committee of any plans or specifications submitted for approval in accordance with this Declaration shall not constitute any representation or warranty as to the adequacy, efficiency, performance, or desirability of such plans or specifications or any improvements constructed in accordance therewith. The review by the Architectural Review Committee of any plans or specifications hereunder shall not impose on the Architectural Review Committee or the members thereof any liability for any defect or inadequacy in any improvements constructed in accordance with such plans or specifications.

13. PERFORMANCE STANDARDS.

The Architectural Review Committee shall approve or disapprove site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans, building elevations and materials plans and applicable specifications for construction based on the conformance thereof with the performance standards for the respective Districts set below, the Covenant Master Plan, and Sections 2, 3, 4, 5 and 6 above.

A. The Campus District.

- (i) Design. All buildings, structures, improvements, enclosures, landscaping, parking facilities, roads, roadways, streets, light poles, fences and any other structures shall be of a design that shall be architecturally and aesthetically compatible and harmonious with a planned office park environment characterized by extensive landscaping, and unified graphics materials. The exterior materials for all buildings, including roofing materials, shall harmonize with the landscaping of the Redevelopment Area as a whole.
- (ii) Materials. The exterior of any structure may only be composed of brick, natural stone or architectural pre-cast concrete with glass, but predominantly glass-skinned exteriors shall be excluded.

- (iii) Setbacks. Except with regard to the construction of parking facilities (whether surface or structure), which parking facilities shall not be subject to any setback requirements, all portions of buildings and structures above grade must have setbacks of at least twenty-five (25) feet from the interior lines of all public street rights-of-way. Any lot line not abutting a public street right-of-way shall not be subject to any setback requirements.
- (iv) Lodging Facility Size. Initially, any lodging facility shall contain not more than one hundred twenty-five (125) guest rooms. If the operator of the education and training facilities business being conducted on the Campus can demonstrate to the reasonable satisfaction of the Architectural Review Committee that more than one hundred twenty-five (125) guest rooms are required to properly accommodate and serve the people using the education and training facilities, the Architectural Review Committee shall amend this provision to increase the maximum permitted number of guest rooms to the number reasonably required.

B. The Future Redevelopment Site One and Future Redevelopment Site Two Districts.

- (i) Design. All buildings, structures, improvements, enclosures, landscaping, parking facilities, roads, roadways, streets, light poles, fences and any other structures shall be of a design that shall be architecturally and aesthetically compatible and harmonious with the design of the structures and improvements located and anticipated to be developed in the Campus District. The exterior materials for all buildings, including roofing materials, shall harmonize with the materials, colors and landscaping as found in the Campus District.
- (ii) Materials. The exterior of any structure may only be composed of brick, natural stone or architectural pre-cast concrete with glass, but predominantly glass-skinned exteriors shall be excluded.
- (iii) Visibility Corridor. Except as otherwise agreed in writing by RCD, no building, structure or other improvement may be constructed within the area of Future Redevelopment Site Two District designated and depicted as a visibility corridor on the Covenant Master Plan.

C. The Future Parking Structure District.

- (i) Design. All buildings, structures, improvements, enclosures, landscaping, parking facilities, roads, roadways, streets, light poles, fences and any other structures shall be of a design that shall be architecturally and aesthetically compatible and harmonious with the design of the structures and improvements located and anticipated to be developed in the Campus District. The exterior materials for all buildings, including roofing

materials, shall harmonize with the materials, colors and landscaping as found in the Campus District.

- (ii) Materials. The exterior of any structure may only be composed of brick, natural stone or architectural pre-cast concrete with glass, but predominantly glass-skinned exteriors shall be excluded.

14. WAIVER, MODIFICATION OR AMENDMENT OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS BY ARCHITECTURAL REVIEW COMMITTEE.

The owner of any lot within the Redevelopment Area may petition the Architectural Review Committee to waive compliance with, grant a variance to, modify or amend the Covenant Master Plan or any of the covenants, conditions, reservations or restrictions set forth in Sections 1, 2, 3, 4, 5 and 6 of this Declaration, and the Architectural Review Committee is hereby given the power by unanimous vote of the Architectural Review Committee to waive any such covenants, conditions, reservations or restrictions upon such request. The Architectural Review Committee shall not unreasonably withhold approval of any such request for a waiver, variance, modification or amendment. Notwithstanding any other provision contained herein, if the Architectural Review Committee shall fail to approve or disapprove any such requests for waiver, variance, modification or amendment within thirty (30) days after such request has been submitted to the Architectural Review Committee, such request shall be deemed conclusively to have been disapproved unless or until the Architectural Review Committee takes further action on the same, if ever.

15. TERM AND EXTENSIONS.

The Covenant Master Plan and each covenant, condition, reservation and restriction contained in this instrument shall continue in effect indefinitely until terminated as provided below as a "Termination Date", the first of which shall be on December 31, 2033. At any time within one (1) year prior to December 31, 2033, and each thirty (30) year period thereafter (each such date being referred to herein as a "Termination Date") the then owners of the majority of the area in square feet in the Redevelopment Area may by written declaration, signed and acknowledged by them and duly recorded with the Register of Deeds for Douglas County, Nebraska, terminate the covenants, conditions, reservations and restrictions herein effective as of the next Termination Date and, failing such termination, the Covenant Master Plan and these covenants, conditions, reservations and restrictions shall automatically be renewed and extended for successive periods of thirty (30) additional years, and this right to terminate at the end of each such thirty (30) year period by the then owners shall exist until the owners of the majority of the area in square feet within the Redevelopment Area affirmatively vote to so terminate them.

16. INTEREST.

Whenever and as often as one party shall not have paid any sum payable hereunder to another party, or to the Architectural Review Committee, within five (5) days of the due date, such delinquent party shall pay interest on such amount from the due date to the date such payment is received by the party entitled thereto, at an interest rate equal to two percent (2%)

above the prime rate for the First National Bank of Omaha in effect as of the date of such payment.

17. ESTOPPEL CERTIFICATE.

Each owner of any property within the Redevelopment Area agrees that upon written request (which shall not be more frequent than three (3) times during any calendar year by a single requester) of any other party, it will issue to a prospective mortgagee or successor of such other owner or to such other party, an estoppel certificate stating to the best of the issuer's knowledge that as of such date:

(a) whether the owner to whom the request has been directed knows of any default by the requesting party under this Declaration, and if there are known defaults, specifying the nature thereof;

(b) whether this Declaration has been modified or amended in any way by the requested owner (and if it has, then stating the nature thereof);

(c) whether this Declaration is in full force and effect;

Such statement shall act as a waiver of any claim by the owner furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the owner furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such owner to disclose correct and/or relevant information.

18. NOTICES.

All notices, demands, statements, and requests (collectively the "notice") required or permitted to be given under this Declaration must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the person to whom the notice is addressed or if such person is not available the date such notice is left at the address of the person to whom it is directed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, and (iii) on the date the notice is delivered by a nationally utilized overnight delivery service to the address of the person to whom it is directed, provided it is sent prepaid, return receipt requested. The present addresses of the signatories to this Declaration and the Architectural Review Committee are set forth below.

City of Omaha

c/o Fred Coffman, Esq.
Special Projects Attorney
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, NE 68183

Riverfront Campus Developers, LLC:

Riverfront Campus Developers, LLC
301 South 68th Street Place
Lincoln, NE 68510
Attention: James Krieger

With a copy at the same time to:

John S. Katelman, Esq.
Blackwell Sanders Peper Martin LLP
13710 FNB Parkway, Suite 200
P.O. Box 542090
Omaha, NE 68154-8090

Architectural Review Committee:

Riverfront Campus Developers, LLC
1905 Harney Street, Suite 403
Omaha, NE 68102
Attention: Jay B. Noddle

The Architectural Review Committee may, by notice to each owner of property in the Redevelopment Area, change its address for notices and for submittal of plans and specifications. Each owner of property in the Redevelopment Area may, by notice to all other owners of property in the Redevelopment Area, establish its official notice address or addresses and may, by subsequent notices change the same from time to time. If an owner fails to establish an official notice address, its notice address shall be the address to which the real property tax bills for the owner's parcel are sent as listed in the county tax assessor's office. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given, shall be deemed to constitute service of the notice as of the date of such rejection, refusal, or inability to deliver. Upon the written request of any owner of property in the Redevelopment Area or the holder of any first mortgage (including the beneficiary under any first deed of trust), a courtesy copy of all notices sent by the Architectural Review Committee to such owner shall be simultaneously sent to such first mortgagee at the address set forth in such written notice.

19. DECLARATION SHALL CONTINUE NOTWITHSTANDING BREACH.

It is expressly agreed that no breach of this Declaration shall (i) entitle any party to cancel, rescind or, otherwise terminate this Declaration, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Redevelopment Area. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

20. APPROVAL RIGHTS.

Unless provision is made for a specific time period, approval shall be given or withheld within ten (10) days of the receipt of the request for approval. Except as otherwise provided in this Declaration, if a disapproval is not given within the required time period, the requested party shall be deemed to have given its approval. If a party shall disapprove, the reasons therefor shall

be stated. Except with respect to any approval or disapproval given by lapse of time, all approvals and disapprovals shall be in writing.

21. LIEN FOR EXPENSES.

(a) The liens provided for in Sections 8 and 11 above shall only be effective when filed for record by the designated representative of the Architectural Review Committee claiming a lien against the defaulting owner in the Office of the Register of Deeds for Douglas County, Nebraska, signed and acknowledged, which shall contain at least:

- (i) A statement of the unpaid amount of costs and expenses;
- (ii) A description sufficient for identification of that portion of the property of the defaulting owner which is the subject of the lien; and
- (iii) The name of the owner or reputed owner of the property which is the subject of the alleged lien.

(b) The lien, when so established against the real property described in the lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the lien. The lien shall be for the use and benefit of the designated representative of the Architectural Review Committee claiming the lien pursuant to Sections 8 and 11 above, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

22. EFFECT OF SALE BY OWNER.

If any owner of any property in the Redevelopment Area sells its property, then after the date of sale, such owner shall have no further obligation under this Declaration with respect to such property sold; provided, however, the selling owner shall remain liable for obligations incurred prior to said sale.

23. DEFAULT IN PAYMENT OF EXPENSES.

Notwithstanding any of the provisions of this Declaration, a breach of any of the conditions and covenants contained herein shall not defeat, affect or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but such conditions and covenants shall be binding and effective against any owner of any property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

24. RULE AGAINST PERPETUITIES.

In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective being contrary to applicable law or prohibited by the "rule against perpetuities" or any similar law, then in that event only the term hereof shall be reduced to the maximum period of time

which does not violate such law or the rule against perpetuities as set forth in the laws of the State of Nebraska.

25. WAIVER.

No delay or omission on the part of the Architectural Review Committee or the owners of any lots in the Redevelopment Area in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Architectural Review Committee for or on account of the Architectural Review Committee's failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions.

26. SEVERABILITY.

In the event any one or more of the foregoing covenants, conditions, reservations or restrictions is declared for any reason by a court of competent jurisdiction, to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other covenants, conditions, reservations and restrictions not specifically declared to be void or unenforceable, but all of the remaining covenants, conditions, reservations and restrictions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

27. BENEFICIARIES.

These covenants, conditions, reservations and restrictions are made for the benefit of any and all persons who may now own, or who may in the future own, property in the Redevelopment Area. Such persons are specifically given the right to enforce these restrictions and covenants by injunction or other legal or equitable procedure, and to recover damages resulting from any violation thereof, including the cost of enforcing the same, which costs shall include court costs and reasonable attorneys fees as permitted by law.

[Continued on next page]

IN WITNESS WHEREOF, the City of Omaha, Nebraska, and Riverfront Campus Developers, LLC have caused these presents to be executed on the dates set forth beneath their respective signatures, the latter of which shall be considered the date hereof for reference purposes.

THE CITY OF OMAHA

ATTEST:

Bruce Brown
City Clerk

By: Mike Fahey
Title: MAYOR
Date: 6/24/02

Approved as to Form

Judith A. Gorman
Special Projects Attorney-City

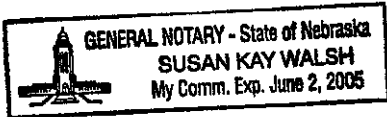
RIVERFRONT CAMPUS DEVELOPERS, LLC,
a Nebraska limited liability company

By: Gallup, Inc., a Delaware corporation,
Manager

By: Jim Krieger
Title: CFO
Date: 6/24/02

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on 6-24-02, 2002, by Mike Fahey, who is Mayer of the City of Omaha, Nebraska, on behalf of the City of Omaha, Nebraska.



Susan Kay Walsh
Notary Public

My commission expires: _____

STATE OF Nebraska)
) ss.
COUNTY OF Lancaster)

The foregoing instrument was acknowledged before me on June 17, 2002, by Jim Krieger, CFO of Gallup, Inc., a Delaware corporation, as Manager of Riverfront Campus Developers, LLC, a Nebraska limited liability company, on behalf of the corporation and the limited liability company.

Summer M. Monroe
Notary Public

My commission expires: October 17, 2005



EXHIBIT "A"

Legal Description of Redevelopment Area

The Campus:

Lots 1 and 3 through 15, inclusive, Gallup University Riverfront Campus, a subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska; and

Lots 2 and 2A, Gallup University Riverfront Campus Replat 1, being an administrative subdivision of Lot 2, Gallup University Riverfront Campus, a subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska.

Future Parking Structure Area:

Lot 16, Gallup University Riverfront Campus, a subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska.

Future Redevelopment Site One:

That part of Blocks 7, 32, AND 360, ORIGINAL CITY OF OMAHA, a subdivision, as surveyed, lithographed and recorded in Douglas County, Nebraska; TOGETHER WITH part of vacated Webster, California, Cass, AND 8th Streets as dedicated in the ORIGINAL CITY OF OMAHA; AND ALSO TOGETHER WITH part of Government Lot 4, all in Section 14, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the southwest corner of Lot 16, GALLUP UNIVERSITY RIVERFRONT CAMPUS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence North 87°31'46" East (bearings referenced to the Final Plat of GALLUP UNIVERSITY RIVERFRONT CAMPUS) for 584.79 feet along the south line of said Lot 16 to an angle point therein;

Thence South 76°13'17" East for 27.91 feet to the southeast corner of said Lot 16 and the west bank of the Missouri River as defined in the Final Plat of GALLUP UNIVERSITY RIVERFRONT CAMPUS;

Thence South 09°51'39" West for 416.24 feet along said defined west bank extended south;

Thence along a curve to the left (having a radius of 11183.37 feet and a long chord bearing South 02°54'19" East for 813.79 feet) for an arc length of 813.97 feet along said defined west bank extended south to the north line of Lot 1, SMELTER PLANT REPLAT, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South 85°00'35" West for 30.23 feet along said north line;

Thence South $87^{\circ}37'29''$ West for 525.64 feet along said north line to the east right of way line of 6th Street as platted in the Final Plat of GALLUP UNIVERSITY RIVERFRONT CAMPUS;

Thence along said east right of way line for the following 5 courses:

- 1) Thence North $27^{\circ}36'17''$ West for 136.06 feet;
- 2) Thence along a curve to the right (having a radius of 474.50 feet and a long chord bearing North $09^{\circ}24'36''$ West for 296.32 feet) for an arc length of 301.36 feet;
- 3) Thence North $08^{\circ}47'04''$ East for 384.75 feet;
- 4) Thence along a curve to the left (having a radius of 1225.49 feet and a long chord bearing North $05^{\circ}40'27''$ East for 132.99 feet) for an arc length of 133.06 feet;
- 5) Thence North $02^{\circ}33'51''$ East for 303.51 feet to the Point of Beginning.

Contains 741346 square feet or 17.019 acres.

Future Redevelopment Site Two:

Part of Blocks O, P, Q, 313, 314, 327, 328, AND 329, ORIGINAL CITY OF OMAHA, a subdivision, as surveyed, lithographed and recorded in Douglas County, Nebraska; TOGETHER WITH part of Napoleon, Nicholas, Izard, Cuming, Burt, AND 8th Streets as dedicated in the ORIGINAL CITY OF OMAHA, the entire tract described as follows:

Commencing at the southwest corner of Lot 16, GALLUP UNIVERSITY RIVERFRONT CAMPUS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South $87^{\circ}31'46''$ West (bearings referenced to the Final Plat of GALLUP UNIVERSITY RIVERFRONT CAMPUS) for 130.50 feet along the south line of said Lot 16 extended west to the west right of way line of the Union Pacific Railroad and the True Point of Beginning;

Thence South $87^{\circ}31'46''$ West for 237.21 feet;

Thence along a curve to the left (having a radius of 3022.00 feet and a long chord bearing North $09^{\circ}05'59''$ West for 207.89 feet) for an arc length of 207.93 feet;

Thence along a curve to the left (having a radius of 572.00 feet and a long chord bearing North $20^{\circ}54'03''$ West for 195.31 feet) for an arc length of 196.27 feet;

Thence along a curve to the right (having a radius of 30.00 feet and a long chord bearing North $09^{\circ}41'55''$ East for 21.53 feet) for an arc length of 22.03 feet;

Thence North $11^{\circ}20'02''$ East for 185.05 feet;

Thence along a curve to the left (having a radius of 335.00 feet and a long chord bearing North 21°37'17" West for 364.47 feet) for an arc length of 385.37 feet;

Thence North 54°34'36" West for 130.59 feet;

Thence North 37°46'31" East for 163.40 feet;

Thence North 46°43'31" East for 161.12 feet;

Thence North 37°18'10" East for 226.20 feet;

Thence North 30°05'26" East for 173.49 feet to the west right of way line of the Union Pacific Railroad;

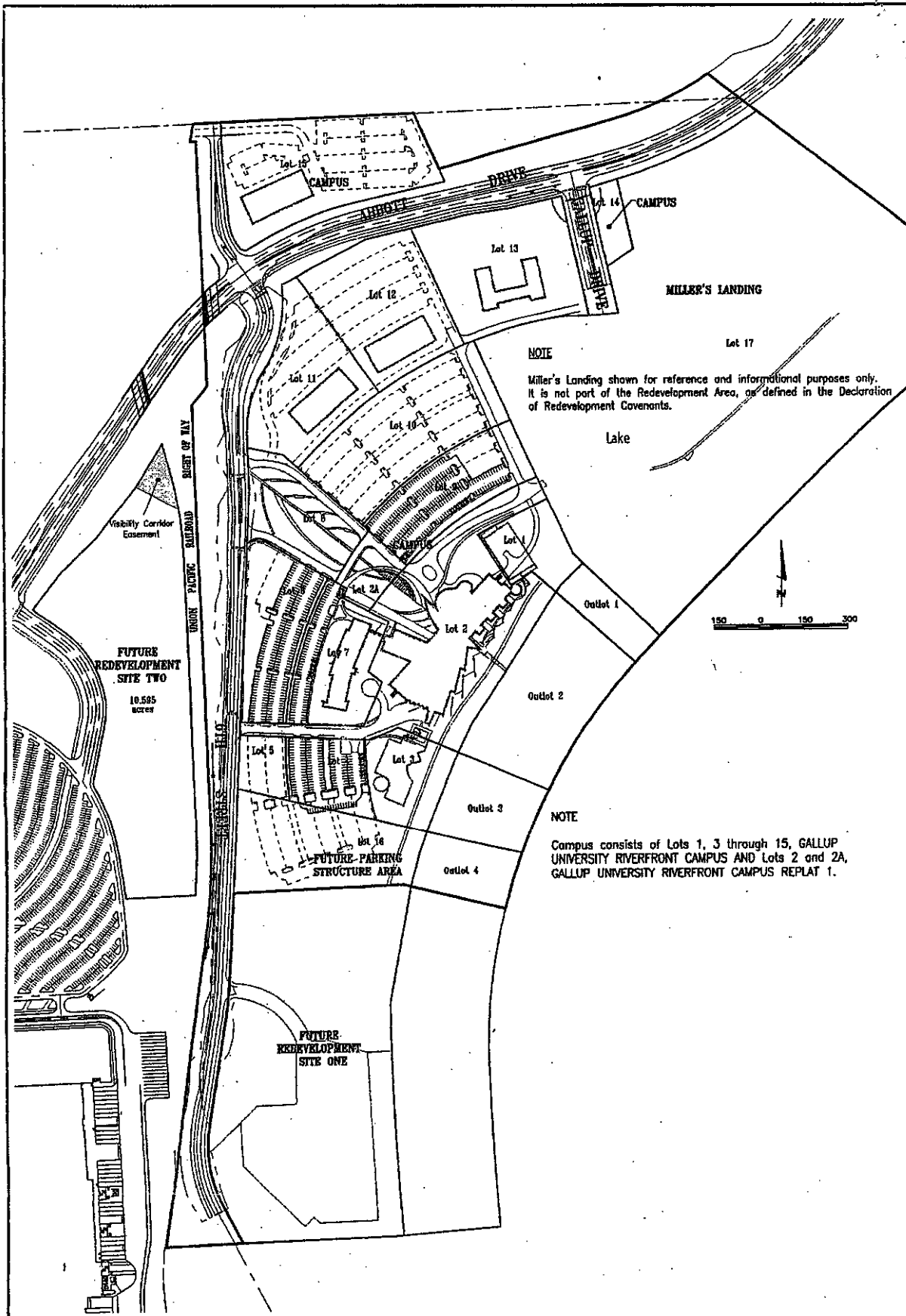
Thence South 15°03'30" East for 126.17 feet along said west right of way line of the Union Pacific Railroad;

Thence along a curve to the right (having a radius of 1145.93 feet and a long chord bearing South 08°41'17" East for 254.29 feet) for an arc length of 254.81 feet along said west right of way line of the Union Pacific Railroad;

Thence South 02°19'04" East for 932.39 feet along said west right of way line of the Union Pacific Railroad;

Thence along a curve to the right (having a radius of 2525.00 feet and a long chord bearing South 00°37'41" West for 259.54 feet) for an arc length of 259.65 feet along said west right of way line of the Union Pacific Railroad to the Point of Beginning.

Contains 10.595 acres.



NOTE

Miller's Landing shown for reference and informational purposes only. It is not part of the Redevelopment Area, as defined in the Declaration of Redevelopment Covenants.

NOTE

Campus consists of Lots 1, 3 through 15, GALLUP UNIVERSITY RIVERFRONT CAMPUS AND Lots 2 and 2A, GALLUP UNIVERSITY RIVERFRONT CAMPUS REPLAT 1.

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 lamp, ryneason & associates, inc. engineers surveyors planners	job number-tuoka 00006.01-252 date April 29, 2002 drawn by csl designer FAK	EXHIBIT B COVENANT MASTER PLAN
	14710 west dodge road, suite 100 omaha, nebraska 68154-2029 ph 402-498-2498 fax 402-498-2730	