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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

7730 H *see attached*

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LEGAL PG	SCANDC	FV

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City of Omaha
Hal Daub, Mayor

RECEIVED

97 APR 29 PM 10:33

CITY CLERK
OMAHA, NEBRASKA

Planning Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 1100
Omaha, Nebraska 68183-0110
(402) 444-5200
(402) 444-5150
Telefax (402) 444-6140

Honorable President

and Members of the City Council,

The attached proposed Ordinance approves the Redevelopment Agreement by and between the City of Omaha, Nebraska, a municipal corporation (the "City"), First Data Resources Inc., a Delaware Corporation ("FDR"), Ak-Sar-Ben Future Trust, a Nebraska non-profit corporation ("Future Trust"), Papio-Missouri River Natural Resources District, a political subdivision of the State of Nebraska ("NRD"), Douglas Recreation Corp., a Nebraska non-profit corporation ("RecCo") and Douglas County, Nebraska, a body corporate and politic existing under the laws of the State of Nebraska ("Douglas County"). FDR has agreed to acquire from the City certain real property (the "Project Property") in the Ak-Sar-Ben Business and Education Campus Redevelopment Plan pursuant to the terms and conditions of a Project Agreement dated December 31, 1996.

As a part of such Project Agreement, and subject to the terms and conditions thereof and the terms and conditions of a Donation Agreement to be executed by FDR and the Board of Regents of the University of Nebraska, FDR intends to convey to the University a portion of the Project Property, retaining for its own use a portion of the Project Property.

Pursuant to the terms and conditions of a Supplemental Project Agreement dated December 31, 1996, Future Trust will acquire from the City, concurrently with the conveyance of the Project Property to FDR, certain real property situated adjacent to the South of the Project Property. The Project Property and the Future Trust Property are collectively referred to as the "Ak-Sar-Ben Property"). RecCo and County have agreed, pursuant to the Project Agreement and the Supplemental Agreement, to convey the Ak-Sar-Ben Property to City prior to its conveyances to FDR and Future Trust.

On December 17, 1996, the City Council of the City designated Census Tract 70.01, located in the City of Omaha, Nebraska, as blighted and substandard for purposes of the Community Development Law which blighted and substandard area includes the Ak-Sar-Ben Property. On January 23, 1997, the State Redevelopment Board designated Census Tracts 70.01, 70.02, 35, 36 and 37, and a part of Census Tract 68.01 east of 76th Street, as blighted and substandard for purposes of the Nebraska Redevelopment Act, which blighted and substandard area also included the Ak-Sar-Ben Property.

On March 4, 1997, the City Council of the City, upon the recommendations of the City Planning Board made on January 8, 1997, and February 5, 1997, approved the amended Ak-Sar-Ben Business and Education Campus Redevelopment Plan (the "Redevelopment Plan"), which includes the Ak-Sar-Ben Property.

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Honorable President
and Members of the City Council
Page 2

The City Council of the City has approved the Project Application of FDR, submitted under the provisions of the Nebraska Redevelopment Act, which Project Application designated a project area that includes the Project Property and certain property owned by FDR, or other corporations affiliated with FDR, west of 72nd Street as well as the Ak-Sar-Ben Property.

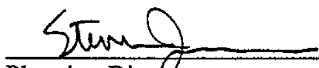
FDR intends to construct an office facility of approximately 300,000 square feet and associated improvements as a first phase, on a portion Project Property bringing the total new private FDR investment to \$50 million dollars and 500 new employees within five years.

The University intends to construct an Information Science, Technology, and Engineering Facility and associated improvements (the "IST&E Project") on the University Property concurrently with FDR's first phase.

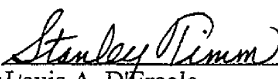
In order to implement and facilitate these Projects for the general benefit and welfare of the City at large, the parties hereto wish to enter into this Agreement pursuant to the Redevelopment Laws.

Your favorable consideration and approval of this request is appreciated.

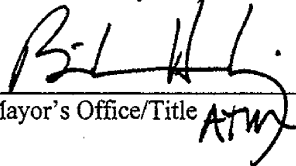
Respectfully submitted,

 4.24.97
for Planning Director Date

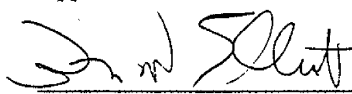
Approved as to Funding:

 4/24/97
for Louis A. D'Ercole Date
Acting Finance Director

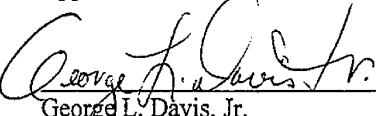
Referred to City Council for Consideration:

 4/28/97
Mayor's Office/Title Date

Approved:

 4/24/97
Don W. Elliott, P.E. Date
Public Works Director

Approved:

 4/28/97
George L. Davis, Jr. Date
Acting Human Relations Director

Publication of Public Hearing:
Public Hearing Date:

P:\LAW\6037.SKZ

(L)

ORDINANCE NO. 34186*Amended by Ord. No.
1300 of 5/20/97. (SM)*

AN ORDINANCE approving a redevelopment agreement by and between the City of Omaha, Nebraska, a municipal corporation (the "City"), First Data Resources Inc., a Delaware Corporation ("FDR"), Ak-Sar-Ben Future Trust, a Nebraska non-profit corporation ("Future Trust"), Papio-Missouri River Natural Resources District, a political subdivision of the State of Nebraska ("NRD"), Douglas Recreation Corp., a Nebraska non-profit corporation ("RecCo") and Douglas County, Nebraska, a body corporate and politic existing under the laws of the State of Nebraska ("Douglas County"); declaring the necessity of appropriating certain properties located within the Ak-Sar-Ben Business and Education Campus Redevelopment Plan Area, as amended, for redevelopment purposes; and, providing for an effective date.

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

Section 1. The Mayor is authorized to execute and the City Clerk to attest, the attached Redevelopment Agreement, including other such documents necessary and proper to effectuate the terms of this Redevelopment Agreement.

Section 2. That it is proper and necessary to appropriate for redevelopment purposes the property within the Ak-Sar-Ben Business and Education Campus Redevelopment Plan, as amended, pursuant to the authority granted in the Nebraska Community Development Law and the Nebraska Redevelopment Act.

Section 3. That the City of Omaha is authorized, empowered and directed to negotiate, through either employees of the City of Omaha or through persons employed therefor or through any combination thereof, with the owners of the above described property for the acquisition of said

(L)

ORDINANCE NO. 34186
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property by the City of Omaha for the aforesaid purposes. Upon failure to agree to negotiation with the owner of any of the above described property for the acquisition thereof by the City of Omaha, the City is authorized, empowered, and directed, through the Law Department, the proceed forthwith to acquire such property not obtained by negotiation, by proceedings in accordance with the laws of the State of Nebraska, under the power of eminent domain. Any notice or notices in the name of the City of Omaha required to be given the owners of other persons having any interest in and to any of the above described property may be given by the Law Department of the City of Omaha.

Section 4. This Ordinance shall be in full force and take effect immediately upon its passage.

INTRODUCED BY COUNCILMEMBER

[Signature]

APPROVED BY:

[Signature] 5/29/97
MAYOR OF THE CITY OF OMAHA DATE

PASSED MAY 20 1997 As Amended 6-0

ATTEST:

[Signature] 5/29/97
Deputy CITY CLERK OF THE CITY OF OMAHA DATE

APPROVED AS TO FORM:

[Signature] 22 Apr
ASSISTANT CITY ATTORNEY DATE

P:\LAW\3882.MAF

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.

[Signature]
DEPUTY CITY CLERK
BY

IMPRINTED SEAL
REGISTER OF DEEDS

(L)

Handwritten:
 1136-1194-1299-1320
 Agreement ✓
 Information ✓
 Property ✓

PUBLICATIONS

PUBN. OF HEARING

Date 5-2-97

PUBN. OF ORDINANCE

Date 6-6-97

Handwritten:
 1136-1194-1299-1320
 ORDINANCE NO. 34186

AN ORDINANCE approving a redevelopment agreement by and between the City of Omaha, Nebraska, a municipal corporation (the "City"), First Data Resources Inc., a Delaware Corporation ("FDR"), Ak-Sar-Ben Future Trust, a Nebraska non-profit corporation ("Future Trust"), Papio-Missouri River Natural Resources District, a political subdivision of the State of Nebraska ("NRD"), Douglas Recreation Corp., a Nebraska non-profit corporation ("Recco") and Douglas County, Nebraska, a body corporate and politic existing under the laws of the State of Nebraska ("Douglas County"); declaring the necessity of appropriating certain properties located within the Ak-Sar-Ben Business and Education Campus Redevelopment Plan Area, as amended, for redevelopment purposes; and, providing for an effective date.

PRESENTED TO COUNCIL

1st Reading APR 29 1997 Motion Passed

Handwritten: The Public Hearing on this Ordinance in May, 1997

Handwritten: to coincide with the Rezoning and Plat

Handwritten: covering 7-8 MAY - 6 1997 - Over to 5/29/97

Handwritten: Pursuant to City Council Resolution

2nd Reading MAY 20 1997 #1300 Ord. Passed

Handwritten: #1300 Amendment of the Ordinance - Passed
 An Amendment to the Ordinance

*Amended by Doc.
No. 1300 of 5/20/97*

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this 20th day of May, 1997, by and between the City of Omaha, Nebraska, a municipal corporation (the "City"), First Data Resources Inc., a Delaware Corporation ("FDR"), Ak-Sar-Ben Future Trust, a Nebraska non-profit corporation ("Future Trust"), Papio-Missouri River Natural Resources District, a political subdivision of the State of Nebraska ("NRD"), Douglas Recreation Corp., a Nebraska non-profit corporation ("RecCo") and Douglas County, Nebraska, a body corporate and politic existing under the laws of the State of Nebraska ("Douglas County").

WITNESSETH:

WHEREAS, FDR has agreed to acquire from the County and RecCo, through the City, certain real property legally described on the attached Exhibit "A" which is incorporated herein by this reference (the "Project Property"), pursuant to the terms and conditions of a Project Agreement dated December 31, 1996 (the "Project Agreement"), and

WHEREAS, as a part of such Project Agreement, and subject to the terms and conditions thereof and the terms and conditions of a Donation Agreement (the "Donation Agreement") to be executed by FDR and the Board of Regents of the University of Nebraska, a body corporate existing under the laws of the State of Nebraska (the "University"), FDR intends to convey to the University a portion of the Project Property described on Exhibit "A-1" which is incorporated herein by this reference (the "University Property"), retaining for its own use that portion of the Project Property described on the attached Exhibit "A-2" which is incorporated herein by this reference (the "FDR Property"), and

WHEREAS, Future Trust is the intended beneficiary of certain agreements of the University contained in the Donation Agreement; and

WHEREAS, pursuant to the terms and conditions of a Supplemental Project Agreement dated December 31, 1996 (the "Supplemental Agreement"), Future Trust will acquire from the County and RecCo, through the City, concurrently with the conveyance of the Project Property to FDR, certain real property (and certain personal property located thereon) situated adjacent to the South property line of the Project Property and legally described on the attached Exhibit "B" which is incorporated herein by this reference (the portion of such property described as Exhibit "B" that is situated North of West Center Road shall be referred to as the "Future Trust Property" and the portion situated South of West Center Road shall be referred to as the "Arboretum

Redevelopment Agreement
0216713.07; Revised May 12, 1997



Property") (the Project Property, the Future Trust Property and the Arboretum Property are collectively referred to as the "Ak-Sar-Ben Property"), and

WHEREAS, City has requested that RecCo and the County transfer the Ak-Sar-Ben Property to the City to assist in the redevelopment project referred to in this Agreement, and

WHEREAS, RecCo and County have agreed, pursuant to the Project Agreement and the Supplemental Agreement, to convey the Ak-Sar-Ben Property to City prior to its conveyances to FDR and Future Trust as described above, and

WHEREAS, under the Project Agreement, the negotiation and execution of this Agreement is an express condition to the obligations of FDR to acquire the Project Property, and

WHEREAS, on December 17, 1996, the City Council of the City designated Census Tract 70.01, located in the City of Omaha, Nebraska, as blighted and substandard for purposes of the Community Development Law (§§ 18-2101, et seq., Nebraska Revised Statutes, as amended) ("Community Development Law"), which blighted and substandard area includes the Ak-Sar-Ben Property, and

WHEREAS, on January 23, 1997, the State Redevelopment Board, pursuant to the provision of § 58-504 of the Nebraska Revised Statutes, designated Census Tracts 70.01, 70.02, 35, 36 and 37, and a part of Census Tract 68.01 east of 76th Street, as blighted and substandard for purposes of the Nebraska Redevelopment Act (§§ 58-501, et seq., Nebraska Revised Statutes, as amended) ("Nebraska Redevelopment Act"), which blighted and substandard area includes the Ak-Sar-Ben Property, (the Community Development Law and the Nebraska Development Act are hereinafter sometimes referred to as the "Redevelopment Laws"), and

WHEREAS, on March 4, 1997, the City Council of the City, upon the recommendations of the City Planning Board made on January 8, 1997, and February 5, 1997, approved the amended Ak-Sar-Ben Business & Education Campus Redevelopment Plan, which plan was further amended immediately prior to the approval of this Agreement by the City Council, upon the recommendation of the City Planning Board of May 7, 1997 (such redevelopment plan, and all amendments thereto, are hereinafter collectively referred to as the "Redevelopment Plan"), which includes the Ak-Sar-Ben Property, and

WHEREAS, the City Council of the City has approved the Project Application of FDR, submitted under the provisions of the Nebraska Redevelopment Act, a copy of which is attached hereto as Exhibit "C" (the "LB 830 Project Application"), which Project Application designated a project area that includes the Project Property and certain property owned by FDR, or other corporations affiliated



with FDR, west of 72nd Street as is more particularly described in the LB 830 Project Application (the "LB 830 Project Area"), and

WHEREAS, this Agreement is an essential condition to the development by FDR of the FDR Property, which development would not occur but for the use of the Redevelopment Laws through this Agreement, and

WHEREAS, this Agreement, together with one or more of the Redevelopment Laws, is essential to assure that title to the Ak-Sar-Ben Property can be conveyed as required in the Project Agreement and in the Supplemental Agreement, and

WHEREAS, FDR intends to construct an office facility of approximately 300,000 square feet and associated improvements (the "Phase One FDR Project"), on a portion of the FDR Property legally described on the attached Exhibit "D" and incorporated herein by this reference (such portion of the FDR Property is hereinafter described as "Phase One Property"), and

WHEREAS, the University intends to construct an Information Science, Technology, and Engineering Facility and associated improvements (the "IST&E Project") on the University Property (the Phase One FDR Project and the IST&E Project are sometimes hereinafter referred to as the "Projects"), and

WHEREAS, in order to implement and facilitate these Projects for the general benefit and welfare of the City at large, the parties hereto wish to enter into this Agreement pursuant to the Redevelopment Laws.

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

Section 1. OBLIGATIONS OF THE CITY. City agrees that it will perform all of the following duties and obligations:

1.1 Acquisition and Conveyance of the Project Property. City agrees that it will acquire from RecCo and the County, in accordance with the provisions of the Project Agreement, fee simple title to the Project Property, subject only to those permitted exceptions to title approved by FDR in accordance with the terms of the Project Agreement. City further agrees to convey the Project Property to FDR at the time and in the manner described in the Project Agreement. The Project Property shall be subdivided and rezoned prior to such conveyance as described in Sections 2.1 and 2.2 of this Agreement. FDR agrees that the City is acquiring title to the Project Property pursuant to one or more of the Redevelopment Laws and for the purpose of implementing such



Redevelopment Laws with respect to the Project Property. As such, FDR agrees that the City shall have no liability to FDR for any condition existing on the Project Property on or before the date of closing, unless such condition was created or caused, in whole or in part, by the City or its employees, agents or contractors.

1.2 Acquisition and Conveyance of Future Trust Property and the Arboretum Property. City agrees that it will acquire from RecCo and the County, in accordance with the provisions of the Supplemental Agreement, fee simple title to the Future Trust Property and the Arboretum Property, subject only to those permitted exceptions to title approved by Future Trust in accordance with the terms of the Supplemental Agreement. City further agrees to convey the Future Trust Property and the Arboretum Property to Future Trust at the time and in the manner described in the Supplemental Agreement. The Future Trust Property shall be subdivided and rezoned prior to such conveyance as described in Sections 2.1 and 2.2 of this Agreement. Future Trust agrees that the City is acquiring title to the Future Trust Property and the Arboretum Property pursuant to one or more of the Redevelopment Laws and for the purpose of implementing such Redevelopment Laws with respect to the Future Trust Property and the Arboretum Property. As such, Future Trust agrees that the City shall have no liability to Future Trust for any condition existing on the Future Trust Property or the Arboretum Property on or before the date of closing, unless such condition was created or caused, in whole or in part, by the City or its employees, agents or contractors.

1.3 Railroad Right-of-Way. After conveyance of the Ak-Sar-Ben Property to FDR and Future Trust as described above, City will use its power of eminent domain to promptly acquire all right, title and interest, not held by FDR or Future Trust, as applicable, in and to those portions of the FDR Property and the Future Trust Property, or located adjacent thereto, which were formerly part of a railroad right-of-way. Specifically, and without limitation, City shall acquire all right and interest not then held by FDR or Future Trust in those portions of the railroad right-of-way situated on the Ak-Sar-Ben Property, or adjacent thereto, which areas are described on Exhibit "E-1", as to the portion of such right-of-way on or adjacent to the FDR Property, and on Exhibit "E-2", as to the portion of such right-of-way on or adjacent to the Future Trust Property (collectively, the "Railroad Rights-of-Way"). The City will take all actions necessary to accomplish such acquisition at its sole cost and expense, other than out of pocket expenses incurred for such acquisition (such as appraisal fees, title search fees and the like) and amounts necessary to pay for the actual property acquisition. FDR and Future Trust, as appropriate, will pay to the City amounts necessary to pay the purchase price or the condemnation award, as the case may be, for any such interest in the Railroad Rights-of-Way acquired by City.



Any purchase of the Railroad Rights-of-Way in lieu of condemnation will be made only with the prior approval of FDR as to the Railroad Rights-of-Way situated on or abutting the FDR Property and with the prior approval of Future Trust as to such Railroad Rights-of-Way situated on or abutting the Future Trust Property. The City will not be obligated to reimburse FDR or Future Trust for the cost thereof. FDR or Future Trust, as appropriate, will deposit such amounts with the City within ten (10) days after an agreement to purchase is entered into, or within ten (10) days after a condemnation award is filed in any condemnation proceeding. Prior to commencing such condemnation action, the City may require Future Trust to furnish to the City adequate assurances that Future Trust has sufficient financial resources to pay such amounts. Immediately upon receipt by City of all such interests to such portions of the Railroad Rights-of-Way, City shall convey the same by special warranty deed, without payment of further consideration, to FDR as to the property described on Exhibit "E-1", and to Future Trust as to the property described on Exhibits "E-2". If requested by FDR or Future Trust, City will ratify the Final Plat referred to in Section 2.1 below after such Railroad Rights-of-Way have been conveyed to FDR and to Future Trust.

1.4 Initial TIF Bonds. City may issue and sell tax increment financing bonds pursuant to the authority granted under the Redevelopment Laws ("TIF Bonds"). Such TIF Bonds shall be secured by and shall be payable only from Excess Tax Revenues (as hereafter defined) produced from: (i) the improvement, development and redevelopment of the real estate constituting the Phase One Property; and (ii) the acquisition by FDR of non-exempt taxable personal property situated, for ad valorem tax purposes, on the real property described on Exhibits D-1 and D-2 (collectively, the "West FDR Property") and the FDR Property. The net proceeds of such bond issue shall be used to finance construction of those Public Improvements, as referenced and defined in Section 1.7, including payment of other costs associated therewith. As used herein, the term "Excess Tax Revenues" shall mean the excess of:

- (a) any ad valorem taxes which are produced after the date that the Phase One Property improvements (as set forth in Section 3.3 below) are first included in the assessment of the Phase One Property for ad valorem tax purposes (the "Division Date") by the levy for the Phase One Property established each year by or for the benefit of the State of Nebraska, the City and any board, commission, authority, district or any other political subdivision or public body of the State of Nebraska (the "Public Bodies"); over
- (b) any ad valorem taxes which are produced by such levy on the assessment for tax year 1996;



together with all ad valorem taxes which are produced from taxable personal property (which is not exempt from taxation) acquired on or after the Division Date by FDR and which is situated for ad valorem tax purposes anywhere within the LB 830 Project Area. Additional Excess Tax Revenues and Division Dates may be established as set forth in Section 1.6 below. Notwithstanding the foregoing, the parties acknowledge that the LB 830 Project Area is the "project area" within the meaning of Neb. Rev. Stat. § 58-503 (1996 Cum. Supp.).

1.5 Redevelopment Bonds. To the extent necessary to pay for the construction of the Public Improvements (as hereafter defined) that are not paid by the net proceeds of the TIF Bonds, or in lieu of issuing TIF Bonds, as the City may decide, City may issue and sell, Redevelopment Bonds (the "**Redevelopment Bonds**") pursuant to the authority granted to the City under §18-2124, Nebraska Revised Statutes, as amended. The net proceeds of such Redevelopment Bonds shall be used to finance construction of the Public Improvements (as hereinafter defined), as well as any other costs associated therewith.

1.6 Additional TIF Bonds. In the event FDR constructs buildings or other improvements upon any portion of the FDR Property or the West FDR Property, or the West FDR Property, the City may issue and sell additional TIF Bonds (the "**Additional TIF Bonds**"). The Additional TIF Bonds shall be in a principal amount determined by the City to be reasonably amortizable over the life of the Additional TIF Bonds. In the event Additional TIF Bonds are to be issued, the City will amend the Redevelopment Plan in such a manner to include in future phases the real property where such future improvements are to be located, but only including the actual real property necessary for such improvements. The City and the then-owner of the property that is then included in the Amended Redevelopment Plan will execute such additional redevelopment agreements, or amendments to this Agreement, as are necessary to provide for issuance of such Additional TIF Bonds, use of the net proceeds thereof, establishment of Division Dates for determination of Excess Tax Revenues, and such other terms and conditions upon which the parties thereto may agree. For purposes of issuing such Additional TIF Bonds only, the parties hereto agree that any additional redevelopment agreement, or any amendment to this Agreement, need be executed only by City and the then owner of the portion of the real property being improved, so long as such additional agreement or amendment does not attempt to modify or amend portions of the Agreement that apply to other parties. The net proceeds of such Additional TIF Bonds may be used in any manner allowed by law.

1.7 Public Improvements for the Project Property. The City shall demolish, remove, relocate, install, construct, or cause to be constructed, as indicated below, the following public



improvements (the "Public Improvements") on or in the vicinity of the Project Property:

.1 Construction and installation of streets, intersections, street signage, street lights, traffic signalization, sidewalks and pedestrian trails, at the locations and in accordance with the requirements of the Street Layout Plan attached hereto as Exhibit "F" (the "Street Layout Plan"). The City, as a part of such street construction, shall demolish those portions of the existing East Ak-Sar-Ben access drive which have been designated by the City as improvements not to be removed by FDR.

.2 Removal, installation and relocation of storm sewers and sanitary sewers, and related improvements, at the locations and in accordance with the requirements of the Utility Relocation and Installation Plan attached hereto as Exhibit "G" (the "Utility Relocation and Installation Plan").

.3 Removal, installation and relocation of public gas and water mains and related improvements, as designed and designated by Metropolitan Utilities District at such locations as are necessary to serve the proposed FDR and University development on the Project Property with water and gas service, as shown on the Utility Relocation and Installation Plan.

.4 Relocation of the Omaha Public Power District "High Line," from its location on the South right-of-way line of Pacific Street, to the location within the Omaha Public Power District easement area as designated on the Plat of the Ak-Sar-Ben Business & Education Campus.

All construction shall be supervised by the City and shall comply with all City codes and all requirements relating to the construction of such Public Improvements and shall be constructed in compliance with all applicable governmental laws, ordinances, regulations and codes, and in a good and workmanlike manner. Field changes to the plans for such Public Improvements shall be permitted with the concurrence of FDR and the City. All architect and engineering fees necessary for the design and construction of the Public Improvements shall be paid by the City pursuant to the Agreement with Lamp, Ryneerson & Associates attached hereto as Exhibit "H", or the City shall arrange payment by the appropriate public utility installing such Public Improvements. City shall accept from FDR assignments of any existing contracts between FDR and Lamp, Ryneerson & Associates, Inc. for the engineering work relating to such Public Improvements, shall assume all obligations of FDR thereunder, and shall, at the time of such assignment,



reimburse FDR for all amounts paid or payable by it under such contracts prior to the date of such assignment. City shall also reimburse the University and FDR for any amounts paid by either of them for the acquisition, transporting, placement and compaction of fill dirt on any areas of the Project Property to be used for public rights-of-way as provided in Section 3.2 below. Prior to the start of construction of the Public Improvements, FDR shall have removed any surface improvements on the FDR Property and the University Property (other than those portions of the existing East Ak-Sar-Ben access drive which have been designated by the City as improvements not to be removed).

Construction of such Public Improvements shall begin upon receipt of a written notice to proceed from FDR, which will be given not later than July 5, 1997. Construction of such Public Improvements shall be in accordance with the sequencing plan for construction of Public Improvements attached hereto as Exhibit "I", with construction of those Public Improvements shown as 1997 Sequence One being completed by December 31, 1997, and the remaining sequences by November 30, 1998, subject, however, to delays caused by External Causes (as defined in Section 7.17). City will consult with FDR and the University, and shall construct the roads in a sequence and manner that allows FDR and the University to access their respective properties for construction purposes during the time that the Public Improvements are being constructed. In the event any Public Improvements are not located in dedicated public rights-of-way or other public property, or public easement, the City shall obtain from the then owner of the property in which such Public Improvement is to be installed a non-exclusive easement in favor of the City, or other political subdivision installing such Public Improvement, at no cost to the City or to any other party hereto who may benefit thereby. All such easements shall be granted by instrument in the form of the Form of Easement Agreement attached hereto as Exhibit "P".

1.8 Vacation of Easements. City shall vacate (or cause to be vacated) all easements identified on the attached Exhibit "J", as soon as utility services located therein can be taken out of service. Such vacation shall be completed by vacation instrument recorded in the office of the Register of Deeds of Douglas County, Nebraska.

1.9 Pacific Street and 72nd Street Improvements. The City shall construct, at no cost to FDR or Future Trust, those improvements to Pacific Street and to 72nd Street (the "72nd Street Improvements") as are shown on the Street Layout Plan attached as Exhibit "F". The 72nd Street Improvements, including the improvements to the 72nd and Pacific Street intersection, will be constructed as a part of the City's Capital Improvement Program and shall be financed as provided in such plan. The City agrees that the portion of the 72nd Street Improvements bounded by the 76th



Street Drive intersection on the North and the Mercy Road intersection on the South will be the first phase of the 72nd Street Improvements to be constructed, subject, however, to requirements of Federal and State of Nebraska authorities providing funding for the 72nd Street Improvements. The City will use its best efforts to assure that the phasing of construction will occur as required herein.

1.10 FDR Easements on Public Rights-of-Way in Project Area.

The City shall grant from time to time to FDR and University, easements under, across and over publicly dedicated rights-of-way that are located on and adjacent to the Project Property as requested by FDR or the University for any of the following purposes:

- .1 Pedestrian skywalks, tunnels and crosswalks,
- .2 Utility lines and tunnels, and
- .3 Communications lines.

Such easements shall be perpetual and will be granted without charge to FDR or the University, subject, however, to any existing easements and any utility services located in or adjacent to such proposed easement area. Such easement grant shall also be subject to such other reasonable terms and conditions as the parties thereto may agree. Such terms and conditions shall include provisions requiring the grantee of such easement to maintain its installations in the easement area, to repair any damage caused by its construction, maintenance or other use by it of the easement area, payment of any building permit fees, approval by the City of any installation and construction plans in the easement area, and relocation of any installations in the easement area to a new easement area in the event the City requires such relocation in connection with the construction of new public improvements.

1.11 Future Trust Easements on Public Rights-of-Way in Project Area. The City shall grant from time to time to Future Trust, easements under, across and over publicly dedicated rights-of-way that are located on the Future Trust Property and Arboretum Property as requested by Future Trust for any of the following purposes:

- .1 Pedestrian skywalks, tunnels and crosswalks,
- .2 Utility lines and tunnels, and
- .3 Communications lines.

Such easements shall be perpetual and will be granted without charge to Future Trust, subject, however, to any existing easements and any utility services located in or adjacent to such proposed easement area. Such easement grant shall also be subject to such other reasonable terms and conditions as the parties thereto may agree. Such terms and conditions shall include provisions



requiring the grantee of such easement to maintain its installations in the easement area, to repair any damage caused by its construction, maintenance or other use by it of the easement area, payment of any building permit fees, approval by the City of any installation and construction plans in the easement area, and relocation of any installations in the easement area to a new easement area in the event the City requires such relocation in connection with the construction of new public improvements.

1.12 License on the 72nd Street Right-of-Way. The City shall grant to FDR a perpetual license to install and maintain conduit under the 72nd Street Right-of-Way for the purpose of installing data cabling and communications lines between the FDR Property and the FDR facilities located in that portion of the LB 830 Project Area west of 72nd Street. Such license shall be perpetual and shall be granted to without charge to FDR for its grant or continuing use; subject, however, to such other reasonable terms as FDR and the City may agree. Such agreement will include provisions for maintenance by FDR of its installations in the license area and for relocation of such installations to a new license area at FDR's cost in the event the City requires such relocation in connection with the construction of new public improvements. City agrees that conduit for such cabling and lines may be installed by FDR in conjunction with and at the same time as the construction of the 72nd Street Improvements. FDR will pay for any building permit fees for the installation for such conduit, and shall obtain the approval of the City of its installation plans for such conduit, which approval, shall not be unreasonably withheld. The license granted by the City may be assigned by FDR to any successor owner of any portion of the FDR Property.

1.13 Sewer Connection. City shall permit FDR and University to connect to the City's sanitary sewer and storm sewer lines and mains to serve any building to be at any time hereafter constructed on the Project Property without payment of any interceptor sewer fee, outfall sewer fee, front footage charge or any other fee or charge whatsoever, other than connection fees, permit fees and sewer use fees that are ordinarily and customarily charged for use of the City's sanitary sewer.

1.14 Additional 72nd Street Property. In the event that the City at any time for a period of fifteen (15) years following the execution of this Agreement acquires by voluntary purchase, or by exercise of the power of eminent domain, or deed in lieu thereof, title to any real property situated between the FDR Property and the present east right of way line of 72nd Street, and after acquisition, the City determines that there are remnants of such acquired property abutting the FDR Property that are not needed for City purposes (the "Remnant Property"), the City will offer FDR, or, if FDR is no longer the fee simple title holder to Lots 4, 7 or 8 of the Ak-Sar-Ben Business & Education Campus addition, then to



the successor owner of such Lot that abuts the Remnant Property being offered, the first right to purchase the Remnant Property. The City will notify FDR, or the then owner of such Lot, of its intent to sell the Remnant Property, and FDR, or such successor owner, shall have 45 days after receipt of such notice to elect whether to purchase the Remnant Property. If FDR, or such successor owner, declines to purchase such property, Future Trust shall be given the next right to purchase any portion of the Remnant Property that abuts the Future Trust Property, with notice and the time for election to be in the same manner as allowed FDR. If FDR, such successor owner, or Future Trust elect to purchase the Remnant Property, the purchase price shall be the fair market value of the Remnant Property at the time of sale, as determined by a real estate appraiser licensed in the State of Nebraska, who is a member of the Appraisal Institute, and who is reasonably acceptable to both parties. During the 45 day period allowed to determine whether to purchase the Remnant Property, FDR, such successor owner, or Future Trust, as applicable, shall be allowed access to the Remnant Property to conduct inspections thereof to determine whether to purchase the same. Upon payment of the purchase price, conveyance of the Remnant Property shall be made by special warranty deed free and clear of all encumbrances.

1.15 No Special Assessments. Except as specifically provided in Section 9.2, the City shall at no time levy special assessments against any property within the LB 830 Project Area, or against any improvements located thereon, or against any of the Future Trust Property, to pay for the original construction of any of the Public Improvements or any of the 72nd Street Improvements. The City finds and agrees that all of the improvements made by it pursuant to this Agreement are for the general benefit of the public within the City and are not local in nature. The City shall indemnify FDR, Future Trust and the University and their respective successors and assigns, and hold them harmless from any suits, claims, loss, damage, assessment or injury (including reasonable attorney's fees and court costs) which such indemnified parties, or any one or more of them, or their respective successors and assigns, may suffer or incur (including the amount of any special assessment assessed in violation of this paragraph) as a result of any attempt by the City to impose a special assessment for such improvements or to recover any funds or damages from such indemnified parties, or their successors or assigns, in lieu of any such special assessments.

1.16 Implementation of City Obligations. City shall take all actions necessary, including, but not limited to, holding public hearings, issuing approvals, exercising its power of eminent domain, approving and executing contracts and agreements and enacting resolutions and ordinances to implement the City's obligations under this Agreement.



Section 2. OBLIGATIONS OF THE COUNTY AND RECCO. County and RecCo agree to perform the following duties or obligations:

2.1 Subdivision of the Project Property and Future Trust Property. County and RecCo have agreed in the Project Agreement to allow the Project Property and the Future Trust Property to be subdivided. County and RecCo are, concurrently herewith, obtaining final approvals from the City of the Ak-Sar-Ben Business & Education Campus Plat attached hereto as Exhibit "K", and shall, upon such final approval, and immediately prior to the conveyance of the Ak-Sar-Ben Property to the City, record the same in the office of the Register of Deeds of Douglas County, Nebraska. All areas designed on such plat as public rights-of-way shall be dedicated to the public by County and RecCo in such plat.

2.2 Zoning of the Project Property and Future Trust Property. County and RecCo have agreed in the Project Agreement to allow the Project Property and the Future Trust Property to be rezoned. The parties hereto agree that the Project Property and the Future Trust Property shall be rezoned in accordance with the mixed use rezoning district regulations set forth on Exhibit "L" attached hereto ("**Mixed Use District Regulations**"). County and RecCo shall, prior to the transfer of the Project Property and the Future Trust Property to the City, obtain final approvals from the City for such mixed use zoning in accordance with such Mixed Use District Regulations.

2.3 Conveyance of Ak-Sar-Ben Property. County and RecCo previously have agreed to convey the Project Property through the City to FDR pursuant to the Project Agreement, and to convey the Future Trust Property and Arboretum Property through the City to Future Trust pursuant to the Supplemental Agreement, and that under the Project Agreement and the Supplemental Agreement, the County and RecCo are obligated to convey such Property and to otherwise perform all of their obligations thereunder, subject however, to the terms and conditions contained therein. The County and RecCo acknowledge that the Ak-Sar-Ben Property is included in a redevelopment project by the City for purposes of the Community Development Law and that the Project Property also is a part of a redevelopment project by the City under the Nebraska Redevelopment Act. This Agreement is being entered into by the County and RecCo for the purpose of carrying out the intent of the Project Agreement and Supplemental Agreement and shall be considered a request for transfer of the Ak-Sar-Ben Property as may be required by such agreements.

2.4 Maintenance of Papio Creek Trail. County agrees that it will at all times maintain the pedestrian trail and trail corridor (the "**Trail**") that exist adjacent to the portions of the Little Papillion Creek ("**Papio**"), that lie within or adjacent to the Ak-Sar-Ben Property in the same manner as is provided in the



Interlocal Cooperation Act Agreement between County, City and NRD pertaining the Little Papillion Creek Flood Control Project executed April 30, 1996 by the County, May 6, 1996 by the City and April 11, 1996 by the NRD (the "Interlocal Agreement"). County also agrees, upon conveyance of title by FDR and Future Trust to the NRD to the property to be known as Outlots One (1), Two (2) and Three (3), Ak-Sar-Ben Business & Education Campus (the "Outlots"), to maintain such Outlots and any trails or other improvements that may be constructed thereon, in the same manner as the Trail is to be maintained under the Interlocal Agreement. If the Interlocal Agreement is terminated for any reason, County shall continue, nevertheless, to maintain the portions of the Trail adjacent to the Ak-Sar-Ben Property under the terms of the Interlocal Agreement, despite such termination, or shall make other provisions for such maintenance as are reasonably satisfactory to FDR or the then-owner of Lot 4, Ak-Sar-Ben Business & Education Campus.

Section 3. OBLIGATIONS OF FDR. FDR agrees to perform the following duties and obligations:

3.1 Acquisition of Project Property. FDR shall acquire title to the Project Property and shall convey the University Property to the University in the manner as required by the Project Agreement and subject to the terms and conditions set forth therein. FDR will enter into a Donation Agreement with the University as a part of such conveyance which will provide, among other matters, for the construction by the University on the University Property of the IST&E Project. Upon such acquisition, FDR shall also convey Outlots One (1) and Two (2) to the NRD for use by it as a part of the Papio Creek Trail system. Conveyance of such Outlots shall be without charge to the NRD and by Special Warranty Deed, free and clear of all encumbrances, except those encumbrances that do not adversely affect use of such Outlots, as a part of the Papio Creek Trail. Conveyance of such Outlots will occur following completion by FDR of the Phase One improvements referred to in Section 3.3 hereof.

3.2 Demolition of Existing Improvements and Grading. FDR shall demolish, or cause to be demolished, all existing improvements on the Project Property (except those portions of the East Ak-Sar-Ben access drive which have been designated by City as improvements not to be removed by FDR), and shall grade the Project Property in accordance with the grading plan attached hereto as Exhibit "M". Such grading will include acquisition, transportation, placement and compaction of fill dirt for the construction of streets and walks and public rights-of-way on the FDR Property. All such grading work has been let pursuant to competitive sealed bid procedures through Kiewit Construction Co. as Construction Manager. If requested by City, FDR shall assign to the City that portion of the grading contract pertaining to the work being performed for the benefit of the City or in connection



with the Public Improvements. The City will be named as an additional beneficiary on any performance and payment bond furnished by the contractor for such work, and will be provided with a copy thereof. FDR shall be reimbursed by the City for the cost of acquiring and transporting all such fill dirt and for the placement and compaction of the same in all such public rights-of-way in the amounts as set forth on Exhibit "N". Such reimbursement is based upon the actual cost to FDR for such work. In computing such cost, the City and FDR agree that all fill dirt used in such public rights-of-way shall be deemed to have been acquired off-site and transported to the Project Property. Any portion of such grading plan that affects the Public Improvements will not be materially changed or modified without the prior approval of City. Any change orders increasing or decreasing the work that is to be paid by the City shall be completed in accordance with the unit prices referred to on Exhibit "N". Such change orders shall be processed in accordance with the City's Public Works Standard Specifications (1989 Ed.). FDR will obtain such other approvals of changes in the grading plan as are required by law.

3.3 Phase One Property Improvements. FDR shall design and substantially construct by December 31, 1998 (subject to extension however, by External Causes as defined in Section 7.17), two office buildings on the Phase One Property containing a total of approximately 300,000 square feet of enclosed area, in accordance with plans and specifications as determined by FDR in its discretion, together with related parking lots, walks and drives, creating a minimum stipulated value of improvements for real estate tax assessment purposes of \$30,000,000.00. The location of the office buildings and the parking lots, walks and drives shall be substantially as shown on the Site Plan attached hereto as Exhibit "O".

3.4 Electrical Services. FDR will contract with Omaha Public Power District ("OPPD") for the construction and installation of electric power service to serve the FDR Property.

3.5 FDR Investment and Job Creation. FDR agrees that, for the period defined below, and if not so defined, then so long as any TIF Bonds or Additional TIF Bonds are outstanding, and for purposes of qualification under the Nebraska Redevelopment Act, it will:

- .1 Within the LB 830 Project Area, engage in one or more qualified businesses as defined in § 58-503(26), Nebraska Revised Statutes;
- .2 Within the LB 830 Project Area, invest in qualified property (as defined in § 58-503(16), Nebraska Revised Statutes) in an amount of at least \$50,000,000, such investment to occur not later than December 31, 2001, and



maintain such investment during the redevelopment period (as defined in § 58-503(29), Nebraska Revised Statutes);

.3 Within the LB 830 Project Area, hire sufficient new employees (as defined in § 58-503(18)) as required by §58-505(5)(b), Nebraska Revised Statutes) by not later than December 31, 2001, and maintain such employment as required under the Nebraska Redevelopment Act during the redevelopment period (as defined in § 58-503(29), Nebraska Revised Statutes).

For purposes of determining compliance with the requirements of Sections 3.5.1, 3.5.2, and 3.5.3, the term "FDR" shall include any other corporation that is a member of the same unitary group as FDR for purposes of Nebraska income taxation. FDR shall submit to the City such information as City may reasonably request to indicate compliance with the requirements of this Section 3.5.

3.6 Agreements Regarding TIF Financing. While the TIF Bonds and Additional TIF Bonds issued with respect to the FDR Property are outstanding, FDR shall, as to the property included in the phase of the Project for which such Bonds were issued and outstanding:

.1 Pay all real estate taxes before delinquency;

.2 Not convey any of such property, or a portion thereof (other than as permitted by this Agreement), to any entity which would cause the property and improvements thereon to be exempt from full ad valorem taxation;

.3 Not lease such property, or a portion thereof, to any entity which would cause the improvements thereon to be taxed separately and diminish the full ad valorem real estate tax value;

.4 Maintain fire and extended coverage insurance thereon for the full insurable value thereof, subject to such deductibles, however, as FDR may determine. FDR may, with the consent of the City, which consent shall not be unreasonably withheld, elect to self-insure such risks. In the event of a casualty loss, FDR, or the then owner of the damaged property, as appropriate, shall reconstruct such improvements, or, alternatively, shall escrow sufficient funds to amortize the outstanding TIF Bonds or Additional TIF Bonds, as the case may be, issued with respect thereto; and

.5 Not protest the real estate assessed value below the amount set forth in Section 3.3 above as to the Phase One



Property, or as to any additional stipulated value as to any other phase of the FDR Property in any new redevelopment plan or any amendment to the Redevelopment Plan.

The obligations of FDR under Section 3.6 shall only apply to FDR so long as FDR owns the property referred to therein, and upon conveyance of such property by FDR, such obligations shall become the obligations of such successor owner only.

3.7 University Property Improvements. The parties hereto agree that the University Property shall be developed so that it is compatible with the FDR Property in appearance. The parties agree that this Agreement shall be recorded prior to the time the University acquires title to the University Property, and as such, the University Property shall be conveyed to the University by FDR subject to the terms and conditions hereof including all zoning regulations referred to on the attached "Exhibit "L" and the Site Plan requirements in Section 6.1 below.

3.8 Easement for Utility Service. FDR shall grant to City, or to any utility furnishing utility services, without charge, easements through and across the FDR Property for installation of any utility services to be installed by the City or by such utility that are not to be located in public rights-of-way, and such temporary construction easements as are reasonably necessary for installation of Public Improvements. All such easements shall be located in areas to be determined by FDR in its discretion.

3.9 Penal Bond. FDR shall provide City with a penal bond as required by § 18-2151 of the Community Redevelopment Law.

Section 4. OBLIGATIONS OF NRD. The NRD agrees to perform the following duties and obligations:

4.1 Maintenance of Little Papillion Creek. The NRD, at its own cost and expense, will continue to maintain those portions of the Little Papio Creek Channel Project rights-of-way which are owned by the NRD and abut the Project Property, the Future Trust Property and the Arboretum Property (excluding, however, those portions of such NRD rights-of-way which are occupied by the County's bicycle and pedestrian trail). Such maintenance by the NRD will include, without limitation, regular mowing, erosion control, weed control, and removal of volunteer trees. Such maintenance will be performed in such manner and at such times as the NRD determines necessary and consistent with generally recognized engineering practices for flood control projects and in accordance with the NRD's obligations to maintain the Little Papio Creek Channel Project pursuant to its separate agreements with the County.



4.2 Acceptance of Title to Property. NRD agrees that it will accept title to the Outlots and that such Outlots shall be incorporated by NRD into the Papio Creek Trail system, and further that it will permit the City to construct thereon, as part of the Public Improvements, trail connections from the Trail to the public sidewalks abutting the Outlots.

4.3 Grant of Easements. NRD shall grant to FDR, pursuant to an easement agreement acceptable to the NRD and FDR, permanent easements over the Little Papillion Creek to maintain and use the existing vehicular bridge and the pedestrian bridge at the location shown on the attached Exhibit "O", and will further grant to FDR an additional easement to install, maintain and use an additional pedestrian bridge over the Little Papillion Creek in the approximate location shown on Exhibit "O".

Section 5. OBLIGATION OF FUTURE TRUST. Future Trust agrees to perform the following duties and obligations:

5.1 Future TIF Bonds. The City may, in the future, as allowed by the Redevelopment Laws, issue and sell tax increment financing bonds secured by the excess ad valorem taxes on the Future Trust Property and the Arboretum Property ("Future Trust TIF Bonds"). These Future Trust TIF Bonds shall be in a principal amount determined by the City, to be reasonably amortizable over the life of the Future Trust TIF Bonds being issued. In the event Future Trust TIF Bonds are to be issued, the City will prepare an Amended Redevelopment Plan (the "Amended Redevelopment Plan") covering the property that is to be improved. The City and the then owner of the property that is to be included in the Amended Redevelopment Plan will execute such additional redevelopment agreements as are necessary to provide for the issuance of such Future Trust TIF Bonds, use of the net proceeds thereof, establishment of division dates for determination of excess tax revenues, and such other terms and conditions upon which the parties may agree. For purposes of issuing Future Trust TIF Bonds only, the parties hereto agree that any additional redevelopment agreement, or any amendment to this Agreement, need be executed by only the City and the then owner of the portion of the real property being improved, so long as such additional agreement or amendment does not attempt to modify or amend portions of this Agreement that apply to other parties.

5.2 Agreements Regarding Future TIF Financing. In the event the City determines to issue Future Trust TIF Bonds, then while any such Future Trust TIF Bonds are outstanding, Future Trust or the then owner of any portion of the Future Trust Property, or the Arboretum Property, as applicable, shall, as to such Property, or the portion thereof that is included in the Future Trust TIF Bond issue:



- .1 Pay all real estate taxes before delinquency;
- .2 Not to seek an exemption from ad valorem real estate taxation of any part or all of such property, nor convey any of such property, or a portion thereof (other than as permitted by this Agreement), to any entity which would cause the property involved, and any improvements thereon, to be exempt from full ad valorem real estate taxation;
- .3 Not lease such Property, or portion thereof, to any entity which would cause the improvements thereon to be taxed separately and diminish the full ad valorem real estate tax value.
- .4 Maintain fire and extended coverage insurance thereof for the full insurable value thereof, subject to such reasonable deductibles, however, as Future Trust shall determine. In the event of casualty loss, Future Trust, or the then owner of the damaged property, as appropriate, shall reconstruct such improvements, or, alternatively, shall escrow sufficient funds to amortize the outstanding Future Trust TIF Bonds, as the case may be, issued with respect thereto; and
- .5 Not protest the real estate assessed value below the stipulated value set forth in any amendment to this Agreement.

The obligation of Future Trust under this Section 5.2 shall apply to Future Trust so long as Future Trust owns the property that is subject to such Future Trust TIF Bonds, and upon conveyance of such property by Future Trust, such obligation shall become the obligations of such successor owner only.

5.3 Grant of Easements. Future Trust shall grant to City from time to time, as City may request, temporary and permanent easements over, under and upon the Future Trust Property for the purpose of constructing, installing, maintaining and repairing utility lines to be located on the Ak-Sar-Ben Property as shown on the Utility Relocation and Installation Plan attached as Exhibit "G". Such easements shall be granted pursuant to the Form of Easement Agreement attached hereto as Exhibit "P", and shall be granted without charge to the City.

5.4 Conveyance of Outlot Three. Immediately after acquisition of the Future Trust Property by Future Trust, Future Trust agrees that it will donate, or cause to be donated, to the NRD, fee simple title to Outlot Three (3). Such conveyance shall be without charge to the NRD and by Special Warranty Deed, free and



clear of all encumbrances, except those that do not adversely effect use of such Outlot as a part of the Papio Creek Trail.

Section 6. DEVELOPMENT PLAN.

6.1 Development Plan. The parties hereto acknowledge that FDR and the University are developing a business and education campus on the Project Property and that this location was selected because of its compatibility for such development. As such, it is critical to such development that the Project Property and the Future Trust Property be used and developed in a manner that is compatible with the business and education campus concept as planned by FDR and the University. To carry out this intention, the parties hereto agree that the Project Property and the Future Trust Property shall be developed in accordance with the Site Plan attached hereto as Exhibit "O" (the "Site Plan"), with the terms and conditions of this Agreement, and in compliance with applicable City zoning and subdivision regulations, except as may be otherwise permitted by this Agreement. It is intended that the Site Plan be a general schematic of the Project Property and the Future Trust Property, and that it may be modified from time to time for good and sufficient reasons, provided, however, that any such modification made within thirteen (13) years from the date hereof, insofar as it affects any portion of the University Property or the Future Trust Property, shall only be made with the prior written consent of FDR, or the then owner of the Property to be known as Lot Four (4), Ak-Sar-Ben Business & Education Campus, an addition to the City of Omaha, as surveyed, platted, and recorded, Douglas County, Nebraska. The consent by FDR shall not be unreasonably withheld so long as the proposed modifications of the Site Plan comply with the terms and conditions of the Site Development Regulations (as hereinafter defined), and the Mixed Use District Regulations, as the same may be amended pursuant to Chapter 55 of the City of Omaha Municipal Code (the "City Code"), and any covenants applicable to the Future Trust Property. Notwithstanding the foregoing, FDR, or any Affiliated Corporation of FDR (as defined in Section 7.16 below) may, as to any portion of the Project Property owned by it:

.1 So long as the Site Development Regulations referred to in Section 6.3 are not violated, alter the size, location, physical shape and exterior dimensions of any building or other site improvement shown on the Site Plan.

.2 So long as the Site Development Regulations referred to in Section 6.3 are not violated: (a) increase or reduce the number of buildings or any other site improvement on any platted lot; or (b) add buildings or site improvements on any platted lot that are not shown on the Site Plan.



.3 So long as the parking requirements set forth in Section 6.5 hereof are not violated, alter the size, location, and design of off-street parking areas shown on the Site Plan.

6.2 Existing Improvements. Attached hereto as Exhibit "O" is the Site Plan showing existing improvements to the Future Trust Property. These improvements shall be considered "lawful non-conforming structures" under the provisions of Section 55-864 of the City Code, for purposes of application of the Site Development Regulations set forth in Section 6.3 below, and, notwithstanding any provision in this Agreement or the City Code that may be to the contrary, such structures shall be subject to all restrictions on lawful non-conforming structures contained in said Section 55-846.

6.3 Site Development Regulations. Except as may be permitted in this Agreement, the property to be known as Lots One (1) through Ten (10), inclusive, and Outlots One (1), Two (2) and Three (3), Ak-Sar-Ben Business & Education Campus, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, which includes all of the Project Property and the Future Trust Property, shall be developed in accordance with the site development regulations identified on Exhibit "L" (the "Site Development Regulations"). So long as the Site Development Regulations are not violated, the owner of any of the property subject to such regulations may revise lot lines, or combine or divide lots, and the City, by administrative subdivision, may grant any such revisions, combinations or divisions.

6.4 Zoning. All of the property to be known as Lots One (1) through Ten (10), inclusive, and Outlots One (1), Two (2) and Three (3), Ak-Sar-Ben Business & Education Campus, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, which includes all of the Project Property and the Future Trust Property, shall be zoned Mixed Use under the City Code, and only those uses shall be permitted thereon as set forth in the Mixed Use District Regulations. All uses of such property on or after the date hereof shall be in compliance with such Mixed Use District Regulations. Notwithstanding any prior use of such property, there shall be no non-conforming uses thereon after the date hereof, and the provisions of the City Code regarding non-conforming uses in § 55-865 shall not apply.

6.5 Parking. Parking shall be provided that complies with the minimum off-street requirements of the City Code applicable to the particular use type proposed for such property. Existing parking on the Future Trust Property shall be deemed adequate for existing uses of the Future Trust Property in existing facilities.

6.6 Landscaping. Landscaping will be installed that complies with the minimum requirements of the City Code applicable to



General Office ("GO") Zoning. Future Trust shall not be required to modify or change its existing landscaping on the Future Trust Property so long as the existing structures are not materially modified and so long as new structures are not constructed thereon. In the event of a material modification of an existing structure or construction of a new structure on the Future Trust Property, Future Trust shall comply with the requirements of §55-712(c) the City Code regarding landscaping.

6.7 Signage. All signage located on the Project Property and the Future Trust Property shall comply with the requirements of the City Code applicable to GO zoning; provided, however, that signs on the Future Trust Property that do not comply with the requirements of GO zoning and that are in existence as of the date of execution of this Agreement may remain on the Future Trust Property in their present location; and provided further, however, that the existing electronic message sign located on the FDR Property in the vicinity of 72nd and Pacific Streets shall be relocated by Future Trust to a location on the Future Trust Property as described in Exhibit "O". Permission to maintain such signs shall terminate upon the removal, relocation, modification or destruction of any such sign, whereafter each such sign shall be required to comply with the requirements of the City Code applicable to GO zoning.

6.8 No Gambling. The parties agree that no gambling or wagering of any kind shall be permitted within the Ak-Sar-Ben Property, except existing keno and simulcast operations as may be expressly permitted under the Declaration (defined in Section 7.20 below).

Section 7. MISCELLANEOUS PROVISIONS.

7.1 Equal Employment Provisions. Attached hereto as Exhibit "Q" are the equal employment provisions of this Agreement, wherein FDR, University and Future Trust are referred to as the "Contractor" with respect to the property to be owned by each.

7.2 Nondiscrimination. No party to this Agreement shall, in the performance of this Agreement, discriminate or permit discrimination in violation of any applicable federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious affiliations, or national origin.

7.3 Captions. Captions used in this Agreement are for convenience and are not to be used in the construction of this Agreement.

7.4 Compliance with Law. Each party hereto shall perform its obligations under this Agreement in accordance with all existing and applicable City ordinances, resolutions, state laws, federal



laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and performance under this Agreement.

7.5 Section 8.05 of Home Rule Charter. Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City shall have any financial interest, direct or indirect, in any City contract. Any violation of this section with the knowledge of the person or corporation so contracting with the City shall render the offending contract voidable by the City Council. City and Future Trust acknowledge and agree that one member of the Board of Directors of Future Trust may be appointed by the City as the City's representative on the Future Trust Board. Such member shall be appointed by the Mayor of the City, with the approval of the City Council. The term, appointment, qualifications and other requirements of such member shall be as set forth in the Articles and By-Laws of Future Trust as the same may be amended from time to time. In the event that the City finds that any amendment to the Articles or By-Laws of Future Trust is unacceptable, the City may withdraw from participation in the Board of Directors of Future Trust.

7.6 No Merger. This Agreement shall not be merged into any other oral or written contract, lease, or deed of any type delivered in connection herewith unless otherwise specifically agreed.

7.7 Amendment in Writing. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

7.8 Multiple Counterparts. This Agreement may be executed by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

7.9 Administrative Amendments. The parties hereto recognize that certain administrative amendments may need to be made to this Agreement in order to carry out the intent of this Agreement and the Downtown Northeast Redevelopment Plan. In that regard, the parties hereto hereby nominate the following individuals, or their successors, to be their respective authorized representatives, acting in their specific capacities, to execute any such administrative amendments to this Agreement on their behalf:

For the City: The Mayor

For FDR: The President of FDR



For University: The President
of the University

For Future Trust: The Chairman of Future Trust

For RecCo: The Chairman of RecCo

For County: Chair of the County Board

For NRD: General Manager

The parties hereto recognize that any such amendments to this Agreement negotiated and executed by the parties' respective representatives, other than those defined in §18-2117 of the Community Development Law, shall be considered and treated as administrative in nature and not as a legislative amendment to this Agreement or the Ak-Sar-Ben Business & Education Campus Redevelopment Plan. However, amendments of the following types shall be referred to the City Council for approval:

.1 Those that materially alter or reduce existing public rights-of-way or similar areas or structures otherwise available for public use or access;

.2 Those that require the expenditure of \$75,000 or more of City funds above the levels contained in this Agreement; and

.3 Those that increase City loans, bonded indebtedness, deferred payments of any type, or other financial obligations above the levels contained in this Agreement.

7.10 Delegation of FDR's Duties. FDR shall have the right to delegate some or all of FDR's duties hereunder to anyone FDR believes to be creditworthy, qualified, and capable of performing the duties delegated to it. FDR shall give the City reasonable prior notice and information concerning the identity, creditworthiness, and qualifications of any party to whom FDR delegates any of its duties hereunder. FDR shall also provide the City with a true and complete copy of documentation evidencing such a delegation of duties promptly after it has been executed by the parties hereto.

7.11 Remedies. The parties understand and agree that with respect to the various obligations of the parties hereunder, time is of the essence, and in the event that any party hereto shall fail or refuse to carry out any of its obligations under this Agreement or otherwise violate the terms of this Agreement, the remaining parties hereto would have no adequate remedy at law. Therefore, the parties hereto shall be entitled to enforce the obligations of any defaulting party under this Agreement pursuant



to all available equitable remedies, including, but not limited to, specific performance, injunction, and mandamus.

7.12 Survival. All of the obligations, warranties, and indemnities of the parties to this Agreement shall survive all conveyances of real estate required pursuant to this Agreement.

7.13 No Reliance on Others. Except for any specific representations and warranties set forth in this Agreement, each party hereto agrees that it is relying on its own opinions, estimates, studies, and information with regard to such party's respective obligations under this Agreement and no party hereto or its agents or contractors shall be responsible or liable for estimates or opinions of costs given to other parties in connection herewith.

7.14 Legal Opinions. Each party to this Agreement shall deliver to the other parties to this Agreement the legal opinion of its respective counsel, in form and substance reasonably satisfactory to the other parties hereto, which opinions shall be to the following effect as indicated for that respective party:

.1 In the case of the City:

.1 That it is duly created and validly existing body corporate and politic and a city of the metropolitan class of the State of Nebraska;

.2 That the execution, delivery, and performance of this Agreement by it has been duly authorized and approved by all necessary governmental action required to be obtained or taken by it and that this Agreement and any agreements, documents, or commitments executed or delivered pursuant hereto are the legal, valid, and binding obligations of it, enforceable in accordance with their terms, except as may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, and other similar laws affecting the enforcement of creditors' rights generally and principles of equity;

.3 That the approval, execution, delivery, and performance by it of this Agreement and any agreements, documents, or commitments executed or delivered pursuant hereto do not and will not violate or breach (i) any other oral or written agreement to which it is bound, (ii) the City ordinances, the City Charter, the Nebraska statutes governing the rights and authority of cities of the metropolitan class or the Constitution of the State



of Nebraska, or (iii) to the best of counsel's knowledge any other laws, statutes, rules, regulations, judgments, or orders applicable to it; and

.4 That the Redevelopment areas described in the Redevelopment Plan and identified in this Agreement are or will be properly zoned for the uses and purposes set forth in this Agreement and that there are no design or construction requirements, other than those set forth specifically in this Agreement, applicable under the proposed zoning thereof that are not applicable generally to development of other areas of the City with the same zoning classifications.

.2 In the case of FDR, Future Trust and RecCo:

.1 That it is duly organized, validly existing, and in good standing under applicable laws;

.2 That the execution, delivery, and performance of this Agreement by it has been duly and validly authorized and approved by all necessary corporate or company action required to be obtained or taken by it and that this Agreement and any agreements, documents, or commitments executed or delivered pursuant hereto are the legal, valid, and binding obligation of it, except as may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors' rights generally and principles of equity; and

.3 That the approval, execution, delivery, and performance by it of this Agreement, and any agreements, documents, or commitments executed or delivered pursuant hereto do not and will not violate or breach (i) any other oral or written agreement to which it is bound, (ii) its organizational documents (Articles or Certificate of Incorporation, Bylaws, Certificate of Organization, or Operating Agreement, as the case may be), or (iii) to the best of counsel's knowledge, any other ordinances, laws, statutes, rules, regulations, judgments, or orders applicable to it.

.3 In the case of the County and the University:



.1 That it is duly created and validly existing body corporate and politic under the laws of the State of Nebraska;

.2 That the execution, delivery, and performance of this Agreement by it has been duly authorized and approved by all necessary governmental action required to be obtained or taken by it and that this Agreement and any agreements, documents, or commitments executed or delivered pursuant hereto are the legal, valid, and binding obligations of it, enforceable in accordance with their terms, except as may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, and other similar laws affecting the enforcement of creditors' rights generally and principles of equity;

.3 That the approval, execution, delivery, and performance by it of this Agreement and any agreements, documents, or commitments executed or delivered pursuant hereto do not and will not violate or breach (i) any other oral or written agreement to which it is bound, (ii) the Nebraska statutes governing the rights and authority of such body or the Constitution of the State of Nebraska, or (iii) to the best of counsel's knowledge any other laws, statutes, rules, regulations, judgments, or orders applicable to it; and

.4 Such opinions shall be delivered by and to the respective parties hereto on or before the date in which title to the Project Property is acquired by the City pursuant to Paragraph 1.1 above.

7.15 Planning Department Letter. The Planning Department of the City will deliver to Future Trust a letter stating, in substance and form reasonably satisfactory to Future Trust, that the mixed use zoning regulations attached to this Agreement as Exhibit "L" will permit Future Trust to conduct on the Future Trust Property all lawful activities that were conducted thereon as of the date of execution of this Agreement.

7.16 Assignment. FDR may assign and transfer any of its rights or duties hereunder to any affiliated corporation without the consent of any party hereto. Other than as provided at Section 3.6, such assignment shall not relieve FDR of its obligations hereunder. As used herein, the term "affiliated corporation" means any corporation that owns or is owned by FDR, or any corporation that is owned by the same corporation as owns FDR. As used herein, the term "owns" or "owned" means ownership of more than fifty



percent (50%) of the issued and outstanding voting common stock of any such corporation. Future Trust may assign or transfer any of its rights or duties hereunder to any corporation that is owned by Future Trust or is controlled by the Future Trust Board. No other assignment by any party of this Agreement or any of the rights or obligations hereunder shall be permitted without the prior written consent of the other parties hereto.

7.17 Delays. FDR and University shall not be liable to any party hereto for actual, direct, indirect or consequential damages suffered or incurred as the result of delays in completion of the improvements to be constructed by each of them proximately caused by External Causes (as defined below). In addition, to the extent any party hereto is prevented or delayed in timely performing its obligations hereunder due to External Causes, its performance shall be excused for so long as any such External Causes stand as an impediment to such performance and the amount of time for such party to fulfill its obligations under this Agreement shall be extended for a like period of time. However, the party whose performance hereunder is thus impeded shall use reasonable efforts to eliminate or overcome such delays. If the City or FDR is delayed in the performance of its obligations hereunder due to External Causes, then the other party shall be entitled to an extension for a like period of time for performance of its obligations reasonably related to the obligations the performance of which is delayed by External Causes. As used herein, the term "**External Causes**" shall mean litigation or other legal proceedings, including administrative governmental actions or enforcement proceedings brought by someone else against any of the parties hereto or either or both of the Projects, or war, insurrection, natural disaster, unusual weather conditions, acts of God, strikes or other labor disturbances, or latent defects in the conditions of any of the Project Property.

7.18 Cooperation and Coordination. The parties hereto shall cooperate with each other and seek to coordinate their respective demolition, utility relocation, removal, and construction activities hereunder so as to minimize to the extent reasonably practical the costs of such work for both parties and to accommodate the construction by the University and FDR; provided that the foregoing shall not be construed to permit or require that FDR or the University consent to any delays or extensions of the times set forth herein for the City to commence or complete its obligations under this Agreement.

7.19 Severability. In the event any clause or provision in this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, or by other governmental authority with jurisdiction thereof, the remaining portion of this Agreement shall not be affected thereby. The parties hereto agree that, in lieu of such illegal, invalid or unenforceable clause or



provision, a provision that is legal, valid and enforceable, with as substantially similar terms as possible, shall be inserted in place thereof.

7.20 Redevelopment Covenants. Concurrently with the execution of this Agreement, City, FDR and Future Trust are executing a "Declaration of Covenants and Restrictions for the Ak-Sar-Ben Business & Education Campus, Omaha, Douglas County, Nebraska," (the "Declaration") which Declaration will be filed with the Register of Deeds of Douglas County, Nebraska, and which Declaration involves the Project Property and the Future Trust Property.

7.21 Waiver. The parties hereto agree that, notwithstanding any sale or lease of any portion of the Ak-Sar-Ben Property after the date hereof, the Redevelopment Plan may be modified or amended by the City without the Consent of any other party or any successor or assign of such party, unless such amendment will materially and adversely affect such party's rights under this Agreement or otherwise, or unless such amendment involves property owned by such party. To the extent §18-2117, Nebraska Revised Statutes, as amended, may provide to the contrary, any rights under such statute are waived by the parties hereto.

7.22 Release, Wavier of Claims and Indemnity. FDR, Future Trust, County and RecCo acknowledge that City is acquiring and conveying the Ak-Sar-Ben Property for the purpose of facilitating the conveyance of such Property to FDR and Future Trust under the Redevelopment Laws solely pursuant to the Project Agreement and the Supplemental Agreement, and that all proceeds of the sale of the Project Property will be paid to the County and RecCo. As such, FDR, Future Trust, County and RecCo, and their respective successors and assigns hereby release City from any and all claims, causes of action, damage or liability of any nature arising from the condition of the Ak-Sar-Ben Property or any title defect in such Property other than any such condition or title defect caused or created by City. This release shall not in any manner release, in whole or in part, amend or modify the liability or obligations of any party under the Project Agreement or the Supplemental Agreement. To the extent permitted by law, County and RecCo, jointly and severally, agree to indemnify City, and its officers, employees and agents from any and all claims, causes of action, damages and liability of any nature arising from the City's acquiring and conveying such Property, or the condition thereof, other than any such claims, causes of action, damages and liability arising from the act or omission of City

Section 8. NOTICES. Any notice, demand, consent, or approval required or permitted to be given by this Agreement shall be in writing and either sent by United States certified mail, postage prepaid, or hand delivered to the other party at the



following address or at such other address as the party may specify by notice given in like manner.

City: City of Omaha
Omaha City Attorney
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, Nebraska 68182

FDR: Steven F. Stratman, Esq.
First Data Resources, Inc.
10825 Farnam Drive C-43
Omaha, Nebraska 68154

With copy to: P. Scott Dye, Esq.
Baird, Holm, McEachen, Pedersen
Hamann & Strasheim
1500 Woodmen Tower
Omaha, Nebraska 68102

Future Trust: Kenneth E. Stinson, Chairman
Ak-Sar-Ben Future Trust
1000 Kiewit Plaza
Omaha, Nebraska 68131

With copy to: Kermit A. Brashear, Esq.
Brashear & Ginn
800 Farnam Plaza
1623 Farnam Street
Omaha, Nebraska 68102

County: Douglas County
County Attorney's Office
Omaha/Douglas Civic Center
1819 Farnam Street, #909
Omaha, Nebraska 68183

RecCo: Douglas County
County Attorney's Office
Omaha/Douglas Civic Center
1819 Farnam Street, #909
Omaha, Nebraska 68183

NRD: Papio-Missouri River Natural Resources
District
8901 South 154th Street
Omaha, Nebraska 68138



Section 9. TERMINATION AND DEFAULT.

9.1 Termination Prior to Acquisition of Property. The parties hereto acknowledge that the City will acquire the Ak-Sar-Ben Property from the County and from RecCo pursuant to the terms of the Project Agreement (as to the Project Property) and the Supplemental Agreement (as to the Future Trust Property and the Arboretum Property). In the event, for any reason, the County and RecCo do not convey title to the Ak-Sar-Ben Property to the City as provided therein and as a result thereof, FDR has no further obligation to purchase the same, this Agreement shall be deemed terminated concurrently therewith. Effective upon such termination, the Redevelopment Plan shall be deemed terminated, and the approval of the LB830 Application by the City Council shall be deemed rescinded. In such event, the City shall be relieved of its obligation to pay for grading as provided in Section 3.2 hereof, but shall pay for all other expenses it has incurred with respect thereto, including all amounts due Lamp, Rynearson & Associates, Inc. under their contract referred to in Section 1.7 above. County and RecCo acknowledge that in the event of such termination, County and RecCo shall remain liable under Section 3.9 of the Project Agreement to reimburse FDR for demolition costs as provided therein, and each hereby reaffirm such reimbursement obligation.

9.2 Failure of FDR to Meet Certain Commitments After Acquisition of Property. If, after FDR acquires title to the Project Property from the City, FDR fails or refuses: (1) to construct the improvements referred to in Section 3.3 of this Agreement, or (2) to meet the minimum investment obligation referred to in Section 3.5.2, or (3) to meet the minimum employment obligation referred to in Section 3.5.3 (determined, however, for purposes of this Section 9.2 only, based upon the requirements of the Quality Jobs Act (Neb. Rev. Stat. §77-4901 et seq., and FDR's agreement thereunder), the City may specially assess the FDR Property and the University Property for the cost of those Public Improvements referred to in Section 1.7.1 and 1.7.2 of this Agreement (reduced, however, by the cost of any such Public Improvements financed through the issuance of TIF Bonds), provided, however, that only those Public Improvements referred to in those Sections which are ordinarily and customarily specially assessed by the City against abutting and benefited property in connection with street and sewer improvements shall be included in any assessment of the FDR and the University Property, and the amount assessed and the method of payment shall be determined in the same manner. Without limiting the generality of the foregoing, the cost of the Pacific Street improvements, any costs of construction of any intersection improvements, traffic signalization, and bridge construction shall not be included in any special assessments. Any such Special assessment shall be an obligation of the assessed property involved and not an obligation of FDR or the University. Other than as specifically set forth herein, the Public



Improvements shall not be specially assessed as provided in Section 1.15 above.

9.3 Other Default. After acquisition of the Project Property by FDR, no default by any party hereto shall result in a termination of this Agreement. In the event of any default, other than a default referred to in Section 9.2 the remedies therefor shall be as provided in Section 7.11 above.

Section 10. EXHIBITS. The exhibits attached to this Agreement and referred to herein are part of this Agreement and are incorporated herein by reference.

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.

IMPRINTED SEAL
REGISTER OF DEEDS

CITY OF OMAHA

Attest:

By: [Signature]
Deputy City Clerk

Approved as to Forms

By: [Signature]
Assistant City Attorney

By: [Signature]

Title: Mayer of the City of Omaha

Date: May 29, 1997



FIRST DATA RESOURCES INC.

By: *Raldo Jim*
 Title: President
 Date: 6/11/97

AK-SAR-BEN FUTURE TRUST

By: *KE Stea*
 Title: President
 Date: 6/24/97

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

By: *W. J. Oltman*
 Title: GENERAL MANAGER
 Date: June 23, 1997

DOUGLAS RECREATION CORP.

By: *Tracy Z Moore*
 Title: PRESIDENT
 Date: 5/20/97

DOUGLAS COUNTY, NEBRASKA

By: *Mary Ann Bergeson*
 Title: Chair, County Board
 Date: 5-20-97

Attest:

By: *[Signature]*
 County Clerk

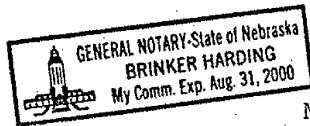
Redevelopment Agreement
 0216713.07: Revised May 12, 1997



ACKNOWLEDGEMENTSCity

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 29
 day of May, 1997, by The Honorable Hal Daub, who is the
 Mayor of the City of Omaha, Nebraska, on behalf of the City.



Brinker Harding
 Notary Public

My Commission expires: Aug. 31, 2000

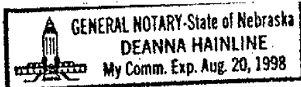
FDR

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

NOTARIAL SEAL AFFIXED
 REGISTER OF DEEDS

The foregoing instrument was acknowledged before me this 11th
 day of June, 1997, by Aldo Tesi, President of
 First Data Resources Inc, a Delaware corporation, on behalf of the
 corporation.

NOTARIAL SEAL AFFIXED
 REGISTER OF DEEDS



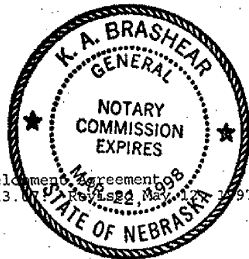
Deanna Hainline
 Notary Public

My Commission expires: August 20, 1998

Future Trust

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th
 day of June, 1997, by F. Z. Stenson, President of
 Ak-Sar-Ben Future Trust, a Nebraska non-profit corporation, on
 behalf of the corporation.



K. A. Brashear
 Notary Public

Redevelopment Agreement
 0216713.01 Rev 1-22, May 1997

33

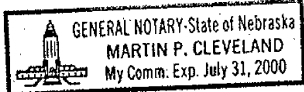
NOTARIAL SEAL AFFIXED
 REGISTER OF DEEDS



NRD

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23rd day of June, 1997, by Steven B. Oldmans, the General Manager of Papio-Missouri River Natural Resources District, on behalf of the District.



Martin P. Cleveland
 Notary Public

NOTARIAL SEAL AFFIXED
 REGISTER OF DEEDS

My Commission expires: July 31, 2000

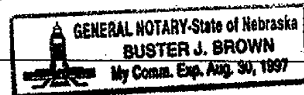
RecCo

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20th day of May, 1997, by Terry L. Moore, President of Douglas Recreation Corp., a Nebraska non-profit corporation, on behalf of the corporation.

Buster J. Brown
 Notary Public

My Commission expires: _____

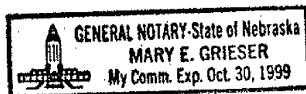


County

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

NOTARIAL SEAL AFFIXED
 REGISTER OF DEEDS

The foregoing instrument was acknowledged before me this 20th day of May, 1997, by Mary Ann Borgeson, who is the Chair of the County Board of Douglas County, Nebraska, on behalf of the County.



Mary E. Grieser
 Notary Public

My Commission expires: _____

NOTARIAL SEAL AFFIXED
 REGISTER OF DEEDS

Redevelopment Agreement
 0216713.07: Revised May 12, 1997



Exhibit "A"

Project Property

Lots One (1) through Eight (8), inclusive, and Outlots One (1) and Two (2), Ak-Sar-Ben Business & Education Campus, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.



Exhibit "A-1"

University Property

Lots One (1), Two (2), and Three (3), Ak-Sar-Ben Business & Education Campus, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.

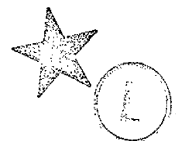


Exhibit "A-2"

FDR Property

Lots Four (4) through Eight (8), inclusive, Ak-Sar-Ben Business & Education Campus, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.



Exhibit "B"Future Trust Property and Arboretum PropertyFuture Trust Property:

Lots Nine (9) and Ten (10), and Outlot Three (3), Ak-Sar-Ben Business & Education Campus, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.

Arboretum Property:

All of that certain tract lying in Sections 25 and 36, Township 15 North, Range 12 East of the 6th Principal Meridian in the City of Omaha, County of Douglas, State of Nebraska, more particularly described as follows:

Beginning at the southeast corner of the SW 1/4 of the SW 1/4 of Section 25; thence North 89 degrees 55 minutes 55 seconds West along the South line of the said SW 1/4 of the SW 1/4 of Section 25 which is also the northerly R.O.W. line of vacated Bancroft Street for a distance of 460.78 feet to a point; thence North 16 degrees 19 minutes 53 seconds East for a distance of 244.67 feet to a point of curvature that is 234.90 feet north and 98.22 feet east of the last point; thence along the arc of a circular curve to the right for a distance of 225.18 feet, having a radius of 319.04 feet, a chord length of 220.54 feet and a bearing of North 36 degrees 33 minutes 06 seconds East to a point on the southerly R.O.W. line of West Center Road; thence North 66 degrees 40 minutes 51 seconds East along the said southerly R.O.W. line of West Center Road which is not tangent to the last described curve for a distance of 33.48 feet to a point; thence South 76 degrees 35 minutes 09 seconds East along the said southerly R.O.W. line of West Center Road for a distance of 118.07 feet to a point; thence North 70 degrees 42 minutes 40 seconds East along the said southerly R.O.W. line of West Center Road for a distance of 120.11 feet to a point on the East line of the said SW 1/4 of the SW 1/4 or the West line of the SE 1/4 of the SW 1/4 of Section 25 which is 438.05 feet north of the said southeast corner of the SW 1/4 of the SW 1/4; thence North 70 degrees 42 minutes 51 seconds East along the said southerly R.O.W. line of West Center Road for a distance of 293.57 feet to a point; thence North 61 degrees 03 minutes 51 seconds East along the said southerly R.O.W. line of West Center Road for a distance of 425.54 feet to a point of intersection with the southwesterly property line of the Chicago and Northwestern Railroad (C & NW RR); thence along the arc of a circular curve to the left for a distance of 497.41 feet, having a radius of 5739.05 feet, a chord length of 497.26 feet and bearing of South 30 degrees 29 minutes 53 seconds East on the said southwesterly property line of the C & NW RR to a point of tangency; thence South 32 degrees 58 minutes 52 seconds East along the said southwesterly property line of the C & NW RR for a distance of 370.96 feet to a point on the South line of the SE 1/4 of the SW 1/4 of Section 25 or the North line of the NE 1/4 of the NW 1/4 of Section 36 and 218.76 feet west of the northeast corner of said NE 1/4 of the NW 1/4 of Section 36; thence continuing South 32 degrees 58 minutes 52 seconds East along the said southwesterly property line of C & NW RR for a distance of 404.66 feet to a point on the East line of the said NE 1/4 of the NW 1/4 or the West line of the NW 1/4 of the NE 1/4 of Section 36 and 339.70 feet south of said northeast corner of the NE 1/4 of the NW 1/4 of Section 36; thence continuing South 32 degrees 58 minutes 52 seconds East along the said southwesterly property line of the C & NW RR for a distance of 528.74 feet to a point of intersection with the northwesterly property line of the Little Papillion Creek; thence South 25 degrees 09 minutes 49 seconds West along said northwesterly property line of the Little Papillion Creek for a distance of 146.67 feet to a point; thence South 2 degrees 05 minutes 45 seconds East along the westerly property line of said Little Papillion Creek for a distance of 101.15 feet to a point; thence South 18 degrees 15 minutes 45 seconds East along the said westerly property line of the Little Papillion Creek for a distance of 107.58 feet to a point; thence South 45 degrees 16 minutes 42 seconds East along the southwesterly property line of said Little Papillion Creek for a distance of 227.40 feet to a point on the westerly R.O.W. line of the Missouri Pacific Railroad (MO PAC RR); thence South 3 degrees 18 minutes 07 seconds West along said westerly MO PAC RR R.O.W. line for a distance of 40.39 to a point on the South line of the said NW 1/4 of the NE 1/4 of Section 36 which is 273.32 feet west of the centerline of the said C & NW RR; thence South 89 degrees 59 minutes 07 seconds West along the said South line of the NW 1/4 of the NE 1/4 of Section 36 for a distance of 417.72 feet to the southwest corner of the said NW 1/4 of the NE 1/4 or the southeast corner of the NE 1/4 of the NW 1/4 of Section 36; thence North 89 degrees 54 minutes 59 seconds

01-6000
25
SW
SE
NE
NW
NW
NE

(continued)



Exhibit "B"
(Continued)

Arboretum Property (Continued):

West along the South line of the said NE 1/4 of the NW 1/4 of Section 36 for a distance of 629.61 feet to a point on the east R.O.W. line of 67th Avenue; thence North 0 degrees 00 minutes 03 seconds West along the said east R.O.W. line of 67th Avenue for a distance of 29.27 feet to a point; thence South 89 degrees 52 minutes 57 seconds West along the north R.O.W. line of Spring Street for a distance of 390.33 feet to a point; thence North 0 degrees 25 minutes 55 seconds West for a distance of 329.15 feet to a point; thence North 89 degrees 55 minutes 23 seconds West for a distance of 299.72 feet to the West line of the said NE 1/4 of the NW 1/4 of Section 36 which is also the east R.O.W. line of 69th Street; thence North 0 degrees 16 minutes 48 seconds West along said West line of the NE 1/4 of the NW 1/4 of Section 36 and the east R.O.W. line of 69th Street for a distance of 959.25 feet to the Point of Beginning containing 2,496,579.3 Square Feet (57,314 Acres) more or less.

and

Commencing at the southwest corner of the NW 1/4 of the NE 1/4 of Section 36, Township North, Range East of the 6th Principal Meridian in the City of Omaha, County of Douglas, State of Nebraska; thence North 89 degrees 59 minutes 07 seconds East along the South line of the said NW 1/4 of the NE 1/4 of Section 36 for a distance of 520.52 feet to the Point of Beginning being on the easterly R.O.W. line of the Missouri Pacific Railroad; thence North 3 degrees 18 minutes 07 seconds East along the said easterly R.O.W. line of the Missouri Pacific Railroad for a distance of 157.26 feet to a point on the westerly property line of the Chicago and Northwestern Railroad; thence South 32 degrees 58 minutes 52 seconds East along the said westerly property line of the Chicago and Northwestern Railroad for a distance of 187.12 feet to a point on the said South line of the NW 1/4 of the NE 1/4 of Section 36 being 59.60 feet west of the centerline of the Chicago and Northwestern Railroad tracks; thence South 89 degrees 59 minutes 07 seconds West along said South line of the NW 1/4 of the NE 1/4 of Section 36 for a distance of 110.92 feet to the Point of Beginning containing 8,706.8 Square Feet (0.200 Acres) more or less.

Note, the two corners along the C & NW Railroad were not set as they are in the Little Papillion Creek as is most of this piece of property.



DERYL F. HAMANN
 JERROLD L. STRASHEIM
 GERALD P. LAUGHLIN
 JOHN S. ZEILINGER
 GARY W. RAOIL
 KENT O. LITTLEJOHN
 MICHAEL G. LESSMANN
 ALEX M. CLARKE
 CHARLES J. ADDY
 PAUL SCOTT DYE
 RICHARD J. PEDERSEN
 THOMAS E. JOHNSON
 MICHAEL L. SULLIVAN
 DAVID M. PEDERSEN
 WILLIAM G. DITTRICK
 KIRK S. BLECHA
 RONALD C. JENSEN
 JOHN R. HOLDENRIED
 JOHN P. HEIL
 STEVEN C. TURNER
 SHARON R. KRESHA
 JONATHAN R. BREUNING
 GARY N. CLATTERBUCK
 RICHARD E. PUTNAM
 DENNIS J. FOGLAND
 TIMOTHY V. HAIGHT
 TERRENCE L. MICHAEL
 TRUDY S. BREDTHAUER

Law Offices
 Baird, Holm, McEachen,
 Pedersen, Hamann & Strasheim

1500 WOODMEN TOWER

Omaha, Nebraska 68102-2068

TELEPHONE 402 344-0500

FACSIMILE 402 344-0588

WRITER'S DIRECT DIAL NUMBER

(402) 636-8218

March 19, 1997

MARY L. SWICK
 THOMAS O. ASHBY
 R.J. STEVENSON
 STEVEN M. MAUN
 JILL R. ACKERMAN
 BARBARA E. PERSON
 LAWRENCE E. KRITENBRINK
 CAROL C. KNOEPFLER
 STEVEN O. DAVISON
 FRANK J. REIDA
 KELLY R. DAHL
 CYNTHIA A. RISHILLER
 TIFFANY L. SEEVERS
 JULIE A. KNUTSON
 T. PARKER SCHENKEN
 BRUCE R. GERHARDT
 SCOTT P. MOORE
 KURT R. ERSKINE
 JON E. BLUMENTHAL
 JENNIFER L. GILG

RETIREE
 KENNETH B. HOLM
 CLEMENT B. PEDERSEN
 EDMUND D. MCEACHEN

*ALSO ADMITTED IN IOWA

Via Hand Delivery

Mrs. Mary Galligan Cornett
 City Clerk
 City of Omaha
 Omaha/Douglas Civic Center
 1819 Farnam Street, Suite LC-1
 Omaha, Nebraska 68183

RE: Redevelopment Project Application
 Nebraska Redevelopment Act

Dear Mrs. Cornett:

Please consider this letter as the Project Application of our client, First Data Resources Inc., a Delaware corporation, and of the Companies that now are or hereafter become members of the same unitary group as defined in paragraph (a) below (collectively "FDR") under the Nebraska Redevelopment Act (§§ 58-501 *et seq.*, Nebraska Revised Statutes). Pursuant to Section 58-505(3), FDR hereby submits the following information:

- (a) The exact name of the company and any related companies which will be included in the redevelopment project.

In addition to First Data Resources Inc., one or more companies that are now or hereafter become members of the same unitary group as First Data Resources Inc. for purposes of Nebraska income taxation may also be involved in the redevelopment project. These companies include, but are not limited to the Companies described on the attached Exhibit "A", which is incorporated herein by this reference. As used herein, the term "FDR" shall mean First Data Resources Inc. and all such Companies that are now or hereafter become members of the same unitary group.

EXHIBIT C

RECEIVED
 97 MAR 19 PM 4:29
 CITY CLERK
 OMAHA, NEBRASKA



Mrs. Mary Galligan Cornett
 March 19, 1997
 Page 2

After the acquisition by FDR of the property in the redevelopment project area, and the conveyance of certain portions thereof to the University of Nebraska (the "University") and the Papio-Missouri River Natural Resources District (the "NRD"), these entities will also be included in the redevelopment project. The University intends to construct on this property the Omaha Institute of Information Service, Technology and Engineering. With the location of this facility adjacent to the FDR Buildings and cooperative education programs between FDR and the University, the University and FDR intend that a business and education campus be developed at the redevelopment project.

- (b) A statement describing in detail the nature of the company's business, including the products sold and respective markets.

First Data Corporation, and the other Companies comprising the unitary group of Companies defined in Paragraph (a) of this letter, is a world leader in payment services. These companies process information and transactions, and offer back-office support for credit and debit card issuers; merchant and consumer payment services; debt collecting and accounts receivable management; mutual fund processing; health claims administration; data imaging and information management; and telecommunications.

- (c) A legal description of the project area.

The project area is legally described on the attached Exhibit "B" which is incorporated herein by this reference.

- (d) A detailed narrative that describes the proposed redevelopment project, including an allocation of the proposed expenditures for site acquisition, site preparation, and buildings and improvement construction, equipment, and other personal property purchases and leases.

With the goal of creating an integrated collaborative campus environment between FDR and the University, FDR and the University will each construct sizeable facilities as a part of the redevelopment project. The redevelopment project includes the construction by FDR of two office buildings containing a total of approximately 300,000 square feet, with associated parking areas, walks and drives included within the project area. As a result of the redevelopment project, the University will initially construct one building consisting of approximately 190,000 square feet. In addition, FDR will purchase additional computer equipment and computer peripheral equipment for the Data Center which is also located in the Redevelopment Area, and proposes to construct a security fence at



Mrs. Mary Galligan Cornett
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that location. FDR is acquiring the project area property for \$10,000,000.00. The present property owners have elected to have FDR perform the site preparation work in return for a credit of \$2,500,000.00 against the purchase price. The proposed expenditures to be made by FDR in connection with the redevelopment project are as follows:

Construction of Buildings and Improvements (Ak-Sar-Ben site)	\$30,000,000.00
Architect and Engineering Fees and Miscellaneous Site Work	\$ 5,000,000.00
Equipment and Other Personal Property (Ak-Sar-Ben site)	\$ 2,000,000.00
Equipment and Other personal property (Data Center)	\$21,500,000.00
Security Fence (Data Center)	\$ 2,000,000.00
<i>PROPOSED TOTAL EXPENDITURES</i>	<i>\$60,500,000.00</i>

- (e) A request that the proposed redevelopment project be considered for approval by such city or joint entity.

FDR hereby requests that the proposed redevelopment be considered for approval by the City of Omaha.

- (f) A copy of the company's internal authorization for the redevelopment project.

A copy of the internal authorization by First Data Corporation for the redevelopment project is attached hereto as Exhibit "C", which is incorporated herein by this reference.

- (g) The number of base-year employees and the expected number of new employees, including the expected timing of the hiring of the new employees, the anticipated timing and anticipated amounts of new investment in buildings, equipment, and other real property and personal property and the average salaries expected by category for the new employees to be employed at the redevelopment project.



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Number of Base-Year Employees employed at the Redevelopment Project	1948
--	------

Expected Number of New Employees employed at the Redevelopment Project ¹ (all expected to be hired on or before 2001)	500
---	-----

Anticipated New Investment in:

Buildings	\$37,000,000.00
Equipment	\$23,500,000.00
Other Real Property	\$10,000,000.00
Less credit for site preparation	(\$ 2,500,000.00)

(all investment expected to be made
on or before 2001)

Average Expected Salaries for:

Technical	\$45,000.00
Professional	\$34,000.00
Operational	\$6 to \$9 per hour

Thank you for your consideration of this Project Application. If we can be of any assistance, or provide you with any additional information related to the Project, please do not hesitate to call.

Very truly yours,


 P. Scott Dye
 FOR THE FIRM

On behalf of the Applicant

¹ This figure does not include anticipated employment outside the Redevelopment Project Area. It is anticipated that total new employment in Nebraska inside and outside the Redevelopment Area will be approximately 2000 jobs by the end of the year 2001.



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cc: The governing body of each of the public bodies to whom notice is to be sent under the provisions of Nebraska Revised Statutes §58-505(1)
Omaha Public Power District
Robert Peters, Assistant Director, Planning Department
Ken Bunker, Deputy County Attorney

210517.03.218
F3181-1-6



Exhibit "A"

Companies

See Attached Three Pages



First Data Corporation & Subsidiaries

<u>Company Name</u>	<u>Identification Number</u>
First Data Corporation	47-0731996
First Data Resources Inc.	47-0535472
Eastern States Bankcard Association	13-2617701
Service Center, Inc.	52-0889570
FDR Limited	98-0122367
FDR Ireland Limited	98-0122368
FDR Interactive Technologies Corp.	22-2915649
First Data Health Systems Corporation	56-0861394
First Data Investor Services Group, Inc. (formerly The Shareholder Services Group, Inc.)	04-2871943
Integrated Payment Systems, Inc.	84-1128086
First Data Technologies, Inc. (formerly Integrated Systems Technologies Corp.)	04-3125703
Cardshare Services, Inc.	47-0686310
ACB Business Services, Inc. (formerly ACM, Inc.)	56-1521207
First Data Communications Corporation	22-2991933
Express Securities, Inc.	95-4274232
Integrated Marketing Services, Inc.	47-0742146
Eastern States Monetary Services	11-2408670
Applied Mailing Systems, Inc.	04-2920588
First Data Health Services Corporation	58-1518645
FDC Physician Services Corporation (formerly Gerber Alley Physician Systems, Inc.)	33-0280925
First Data Health Systems International, Inc.	58-1890076
Personal Communications, Inc.	52-1826136
Transaction Management Services, Inc.	47-0767965
Atlantic States Bankcard Association, Inc.	47-0765184
Atlantic Bankcard Properties Corporation	56-0927587
Actuarial Computer Technology, Inc.	75-1701274
FDR Missouri Inc.	47-0772712
First Data Integrated Services, Inc.	47-0772477
Credit Systems Redevelopment Corporation	43-1054475
Business Office Services, Inc.	62-1571233
First Data Latin America Inc. (formerly Credit Performance Inc.)	47-0789663
CESI Holdings, Inc.	11-3145051
Card Establishment Services, Inc.	11-3111249
First Data Tennessee Inc.	47-0789661



Credit Performance Inc.	47-0789664
440 Financial Distributors, Inc.	04-3173564
440 Insurance Agency Inc.	06-1424151
440 Insurance Agency of Massachusetts, Inc.	Applied For
FDC Health Inc.	47-0794035
First Data Merchant Services, Inc.	11-3299762
FDR Signet Inc.	Applied For
CashTax Inc.	Applied For
Appalachian Computer Services, Inc.	58-1943701
Data Preparation, Inc.	63-0706750
FFMC Mexico H.C., Inc.	58-2007330
FIRST HEALTH Services Corporation	54-0849793
First Mental Health, Inc.	62-1321125
Midwest Benefits Corporation	38-1995013
VIPS, Inc.	52-1148364
Employee Benefit Plans, Inc.	04-2907655
EBP Health Plans, Inc.	23-1982655
PRIMEextra, Inc.	41-1783616
EBP Health Plans of Nevada, Inc.	88-0203611
FIRST HEALTH Strategies, Inc.	87-0443226
ALTA Reinsurance Company	86-0526963
FIRST HEALTH Realty, Inc.	87-0444322
FIRST HEALTH Strategies (TPA), Inc.	87-0459486
FIRST HEALTH Strategies of Utah, Inc.	87-0439459
FIRST HEALTH Insurance Agency, Inc.	87-0441643
FIRST HEALTH Review, Inc.	87-0445331
FIRST HEALTH Strategies of New Mexico, Inc.	87-0439490
FIRST HEALTH Strategies of Ohio, Inc.	58-2009895
FIRST HEALTH Strategies of Pennsylvania, Inc.	25-1531888
FIRST HEALTH Strategies of Texas, Inc.	85-0347793
U.S. Administrators, Inc.	95-4205640
First Image Management Corporation	58-1922310
GENEX Services, Inc.	95-3327434
PRIMECOR, Inc.	23-2767951
International Banking Technologies, Inc.	58-1626046
MicroBilt Corporation	58-1546395
COIN Banking Systems, Inc.	58-1866646
MicroBilt Leasing, Inc.	58-1472960
Retail Interact, Inc.	94-2911129
Techpoint, Inc.	38-2122459
National Bancard Corporation	59-2126793
First Financial Bank	58-2032532
NaBANCO Georgia, Inc.	58-2167936
NaBANCO Merchant Services Corporation	11-2525452
Nationwide Credit, Inc.	58-1900192
Master Ventures, Inc.	58-1651493
OnLine Financial Communications Systems, Inc.	58-1930372
TeleCheck International, Inc.	58-2014182
Shared Global Systems, Inc.	76-0352456
TeleCheck Recovery Services, Inc.	58-2014180
TeleCheck Services, Inc.	58-2035074
TeleCheck Pittsburgh/West Virginia, Inc.	25-1405316
TeleCheck Services of Puerto Rico, Inc.	58-2034329
Western Union Financial Services, Inc.	22-2993574



American Rapid Corporation	22-3214460
Western Union Communications, Inc.	22-3268902
Western Union Financial Services Eastern Europe Limited	22-3125456
Western Union National Payments Network, Inc.	22-2981903
First Financial Management Corporation	58-1107864
FIRST HEALTH of Canada, Inc.	Applied For
EBP Life Insurance Company	73-1350270
IBT Canada Corporation	Applied For
GENEX Services of Canada, LTD.	23-2618034
GENEX Services of Canada, Inc.	Applied For
First Data Solutions Inc.	76-0508862
Advan Information Services	74-2786995



Exhibit "B"

Project Area

See Attached Six Pages



AK-SAR-BEN SITE PROPERTYPARCEL I-A

That part of Section 25, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the intersection of the south right of way line of Pacific Street with the west right of way line of 66th Street, said point falling 33.00 feet south of and 25.00 feet west of the northeast corner of the Northeast Quarter of the Northwest Quarter of Section 25;

Thence South 00°07'28" East (assumed bearings) for 1261.75 feet along the said west right of way line of 66th Street to the north right of way line of Woolworth Avenue;

Thence South 89°58'41" West for 400.02 feet along the said north line of Woolworth Avenue;

Thence South 00°11'54" West for 25.01 feet to the south right of way line of Woolworth Avenue and the south line of the said Northeast Quarter of the Northwest Quarter of Section 25;

Thence North 89°58'44" East for 400.11 feet along the said south right of way line of Woolworth Avenue;

Thence North 89°53'40" East for 1312.28 feet along said south right of way line and the north line of the Southwest Quarter of the Northeast Quarter of Section 25 to the west right of way line of 63rd Street;

Thence South 00°12'21" East for 1319.40 feet along said west right of way line of 63rd Street;

Thence South 00°15'55" East for 59.90 feet along said west right of way line of 63rd Street;

Thence North 45°05'43" West for 35.46 feet;

Thence North 89°55'28" West for 370.38 feet;

Thence North 00°00'15" West for 250.71 feet;

Thence South 89°55'00" West for 2082.03 feet;

Thence Northwest along the east line of the Little Papillion Creek for the next ten courses:

1) Thence North 19°57'38" West for 395.49 feet;

2) Thence North 20°12'30" West for 715.67 feet;

3) Thence North 17°18'40" West for 64.96 feet;

4) Thence North 14°44'05" West for 69.22 feet;

5) Thence North 15°15'00" West for 96.20 feet;

6) Thence North 10°14'52" West for 340.15 feet;

7) Thence North 08°05'25" West for 410.94 feet;

8) Thence North 12°55'22" West for 189.72 feet;

9) Thence North 23°03'40" West for 136.89 feet;

10) Thence North 27°07'22" West for 82.08 feet to the south right of way line of Pacific Street;

Thence South 89°59'41" East for 1853.78 feet to the Point of Beginning.

Contains 119.67 acres.

SW NE
NW SE
NE }
NW } NW
SE }
SW }

PARCEL II-A

That part of Northwest Quarter of Section 25, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the intersection of the north right of way line the former Chicago Northwestern Railway and the east right of way line of 72nd Street, said point falling 40.00 feet east of the west line of the Northwest Quarter of the Northwest Quarter of said Section 25 and 206.24 feet south of the north line of the said Northwest Quarter of the Northwest Quarter of said Section 25;

Thence North 00°10'39" West (assumed bearings) for 81.95 feet along the east right of way line of 72nd Street, parallel with and 40.00 feet east of the west line of the said Northwest Quarter of the Northwest



Quarter of Section 25;

Thence North 88°03'09" East for 10.24 feet;

Thence North 00°18'01" West for 69.83 feet along the said east right of way line of 72nd Street;

Thence along a curve to the right (having a radius of 50.00 feet and a long chord bearing North 63°25'41" East for 44.70 feet) for an arc length of 46.34 feet along the transition from the east right of way line of 72nd Street to the south right of way line of Pacific Street;

Thence North 89°58'39" East for 421.86 feet along the said south right of way line of Pacific Street to the west line of the Little Papillion Creek;

Thence southeast along the west line of the Little Papillion Creek for the next nine courses:

- 1) Thence South 40°00'36" East for 96.76 feet;
- 2) Thence South 29°05'59" East for 144.23 feet;
- 3) Thence South 16°19'22" East for 192.73 feet;
- 4) Thence South 08°31'04" East for 410.52 feet;
- 5) Thence South 08°53'57" East for 338.87 feet;
- 6) Thence South 13°25'41" East for 95.62 feet;
- 7) Thence South 19°07'33" East for 70.95 feet;
- 8) Thence South 18°15'21" East for 64.82 feet;
- 9) Thence South 20°25'19" East for 519.47 feet;

Thence South 89°54'40" West for 88.22 feet to the east right of way line of the former Chicago

Northwestern Railway;

Thence along a curve to the left (having a radius of 5779.65 feet and a long chord bearing North 26°55'35" West for 789.43 feet) for an arc length of 790.05 feet along said east line;

Thence North 30°51'16" West for 1116.28 feet to the Point of Beginning.

Contains 13.14 acres;

NW } NW
SW }

TOGETHER WITH all right, title and interest of County and RecCo, if any, in and to that certain "Former Chicago and Northwestern Railway" right of way located southwest of said Parcel and north of the extended southernmost boundary of Parcel III-A (as described below).

PARCEL III-A

25-15-12

That part of West Half of Section 25, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at a point falling 68.00 feet East of and 44.60 North of the southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 25;

Thence North 07°55'41" West (assumed bearings) for 13.28 feet along the east right of way line of 72nd Street;

Thence along a curve to the left (having a radius of 60.00 feet and a long chord bearing North 19°08'28" West for 39.17 feet) for an arc length of 39.91 feet;

Thence along a curve to the right (having a radius of 90.00 feet and a long chord bearing North 19°15'53" West for 58.90 feet) for an arc length of 60.01 feet;

Thence North 03°31'18" West for 49.89 feet;

Thence North 00°11'38" West for 100.00 feet;

Thence North 89°58'11" East for 381.81 feet to the west right of way line of the former Chicago Northwestern Railway;

Thence South 29°13'51" East for 223.90 feet along said west line;

Thence along a curve to the right (having a radius of 5679.65 feet and a long chord bearing South 27°08'36" East for 732.86 feet) for an arc length of 733.37 feet along said west line;

Thence North 89°22'33" West for 153.91 feet;



*Thence North 89°50'25" West for 633.94 feet to the east right of way line of 72nd Street;
Thence North 00°10'39" West for 388.56 feet along said east line parallel with and 68.00 feet east of
the west line of the Southwest Quarter of the Northwest Quarter of Section 25;
Thence South 89°42'05" East for 192.32 feet;
Thence North 00°02'59" West for 200.06 feet;
Thence North 89°47'15" West for 191.07 feet to the Point of Beginning.
Contains 10.47 acres.*

NW } NW
SW }



DATA CENTER PROPERTY26-15-12
01-60000Parcel 1

Part of Tax Lot 2, in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 26, Township 15 North, Range 12 East of the 6th P.M. in the City of Omaha, in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Tax Lot 2; thence North 89°50'20" East along the South line of Tax Lot 2, for 229.0 feet to the true point of beginning; thence North 00°01'14" West for 292.41 feet to a point on the South right-of-way line of Poppleton Avenue; thence North 89°54'30" East and along said South right-of-way line for 742.92 feet; thence due South along a line 232 feet west of and parallel with the West right-of-way line of 72nd Street for a distance of 292.50 feet; thence North 89°59'56" West along the South line of said Tax Lot 2 for 349.95 feet; thence South 89°50'20" West along the South line of said Tax Lot 2 for 392.87 feet to the true point of beginning;

Together with the South half (S 1/2) of vacated Poppleton Avenue adjacent thereto on the North.

(Note: In this description, the West right-of-way line of 72nd Street is assumed to lie in true North-South direction.

Parcel 2

The West 500 feet of the East 700 feet of the North 656.8 feet of the Northeast Quarter (NE 1/4) of Section 26, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, except those parts thereof taken for public streets and/or highways, and except that part thereof more particularly described as follows:

NE NE

Beginning at the Southeast corner of said parcel; thence North 150 feet; thence West 50 feet; thence South 150 feet; thence East along the South boundary of said parcel to the point of beginning.

together with the North half (N 1/2) of vacated Poppleton Avenue adjacent thereto the South;

and, together with non-exclusive easement rights as contained in instrument dated August 21, 1969, and recorded October 15, 1969, in Book 481 at Page 693, and dated November 13, 1990, and recorded November 14, 1990, in Book 944 at Page 457, both of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska.

Parcel 3

The West 485.25 feet of the East 553.25 feet of the North 255.2 feet of the North half of the Southeast Quarter of the Northeast Quarter (N 1/2 SE 1/4 NE 1/4) of Section 26, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska.

Parcel 4

The east 95.0 feet of Tax Lot 4, in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 26, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, except the South 25.00 feet thereof.



Parcel 5

49-11990

Lot Two (2), in FDR Centre, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

Parcel 6

4905330

Lot One (1), in Burstein's First, an Addition to the City of Omaha, as surveyed platted and recorded, Douglas County, Nebraska.



7302 PACIFIC SITE

23-15-18

01-6000

That part of the Southeast Quarter of the Southeast Quarter of Section Twenty-three, Township Fifteen North, Range Twelve, East of the Sixth Principal Meridian in Douglas County, Nebraska, more particularly described as follows:

Starting at the point of intersection between the north right-of-way line of Pacific Street and the west line of the Southeast Quarter of the Southeast Quarter of Section 23, Township 15 North, Range 12 East of the 6th Principal Meridian, thence N87°59'56"E (assumed bearing) along said north right-of-way line of Pacific Street for a distance of 238 feet to the point of beginning; thence N01°42'04"W (assumed bearing) for a distance of 644.74 feet thence S87°35'41"W for a distance of 27.89 feet; thence N01°54'02"W for a distance of 86.42 feet; thence N87°49'46"E for a distance of 28.19 feet; thence N01°42'04"W for a distance of 112.90 feet more or less to the south right-of-way line of the Little Papillion Creek; thence easterly along the south right-of-way of the Little Papillion Creek for a distance of 334.5 feet plus or minus to its intersection with the westerly right-of-way line of the Chicago & Northwestern Railway Company; thence S30°50'10"E (assumed bearing) along said Chicago & Northwestern Railway Company westerly right-of-way for a distance of 1031.68 feet, more or less, to its intersection with the north right-of-way line of Pacific Street; thence west along the north right-of-way line of Pacific Street 855.95 feet, more or less, to the point of beginning.



23-15-18

01-6000

LEGAL DESCRIPTION

That part of the Chicago and North Western Railway right-of-way lying South of the Little Papillion Creek Channel in the Southeast Quarter of the Southeast Quarter of Section 23, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 23; Thence North $89^{\circ}45'47''$ West (assumed bearings) for 107.98 feet along the South line of said Southeast Quarter; Thence North $0^{\circ}14'13''$ East for 42.00 feet to the North right-of-way line of Pacific Street and the TRUE POINT OF BEGINNING; Thence South $88^{\circ}04'20''$ West for 74.08 feet along said North right-of-way line; Thence North $30^{\circ}35'43''$ West for 1051.42 feet parallel with and 15.0 feet Westerly of the centerline of the railroad right-of-way to the Southerly right-of-way line of the Little Papillion Creek Channel; Thence North $57^{\circ}52'40''$ East for 30.78 feet along said Southerly right-of-way line; Thence along a curve to the right (having a radius of 88.83 feet and a long chord bearing North $70^{\circ}47'41''$ East for 34.92 feet) for an arc distance of 35.15 feet along said Southerly right-of-way line; Thence South $30^{\circ}35'34''$ East for 473.21 feet parallel with and 50.0 feet Easterly of the centerline of the railroad right-of-way; Thence North $0^{\circ}11'25''$ East for 288.40 feet parallel with and 25.0 feet Westerly of the tangent centerline of spur #64 to the Southerly right-of-way line of the Little Papillion Creek Channel; Thence South $59^{\circ}46'45''$ East for 74.31 feet along said Southerly right-of-way line; Thence South $46^{\circ}23'50''$ East for 18.17 feet along said Southerly right-of-way line; Thence South $0^{\circ}26'49''$ West for 243.89 feet parallel with and 345.0 feet West of the East line of the Southeast Quarter of Section 23 to a point that is 558.7 feet North of the South line of said Southeast Quarter; Thence South $10^{\circ}56'04''$ East for 187.36 feet; Thence South $30^{\circ}35'34''$ East for 387.68 feet parallel with and 50.0 feet Easterly of the centerline of the railroad right-of-way to the TRUE POINT OF BEGINNING. Contains 97,056 square feet.



Exhibit "C"

FDC Internal Authorization

See Attached Two Pages




FIRST DATA CORPORATION

Certificate of Assistant Secretary

The undersigned, Patricia A. Winchell, Assistant Secretary of First Data Corporation (the "Company"), a Delaware corporation, hereby certifies that attached hereto as Exhibit A is a true and correct copy of the resolutions adopted by the Board of Directors of the Company on July 24, 1996.

The undersigned further certifies that the resolutions are in full force and effect and have not been amended, modified, revoked or rescinded.

IN WITNESS WHEREOF, I have executed this Certificate as of this 18th day of November, 1996.


Patricia A. Winchell
Assistant Secretary



POOR COPY

CARD SERVICES GROUP AKSARBEN PROJECT

RESOLVED, that the Board deems it to be in the best interest of the Corporation to approve approximately \$47,000,000 of expenditures for the purchase and development of the AkSarBen property, construction of facilities, purchase of equipment, donation of a portion of the property or cash in the amount of approximately \$5,000,000 to the University of Nebraska to be used for the Information Science Technology Institute, and related obligations all as discussed in the materials presented to the Board, which expenditures, donations and related obligations are hereby approved and authorized in all respects;

FURTHER RESOLVED, that the Board deems it to be in the best interest of the Corporation to authorize the Corporation or any of its subsidiaries (with a guarantee by the Corporation if required) to enter into one or more leasing facilities to finance all or any portion of the capital expenditures approved in the preceding resolution;

FURTHER RESOLVED, that the Board deems it to be in the best interest of the Corporation to approve the execution and delivery of all agreements, documents and instruments and amendments thereto (collectively, the "AkSarBen Documents") as are necessary to implement the foregoing resolutions and the transactions contemplated thereby;

FURTHER RESOLVED, that the AkSarBen Documents, the participation by the Corporation and various subsidiaries of the Corporation in the transactions contemplated by the prior resolutions and the execution of AkSarBen Documents and the consummation of the transactions contemplated thereby, be and they are hereby ratified, approved and confirmed;

FURTHER RESOLVED, that any of the Chief Executive Officer, the President, any Executive Vice President, Senior Vice President or Vice President of the Corporation, the Treasurer, any Assistant Treasurer, the Secretary, any Assistant Secretary or the Controller of the Corporation (the "Designated Officers") be and each of them is hereby authorized, empowered and directed, for and on behalf of the Corporation, to execute and deliver the AkSarBen Documents and all documents and certificates contemplated thereby, with such amendments (including non-material modifications to the expenditures, donations and other obligations approved in the first resolution above) as may be approved by the officer or representative executing such amendments, such approval to be evidenced by the execution and delivery thereof; and

FURTHER RESOLVED, that any of the Designated Officers be and each of them is hereby authorized, empowered and directed, in the name and on behalf of the Corporation, to execute and deliver any and all other documents, and to do or cause to be done any and all acts as such Designated Officer may deem necessary or appropriate to effect the transactions contemplated by the AkSarBen Documents, all such acts, whether heretofore or hereafter performed, that are in conformity with the intent of these resolutions being hereby ratified, confirmed and approved.



TIF BoundaryLEGAL DESCRIPTION

That part of the Northwest Quarter of Section 25, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing the northeast corner of the said Northwest Quarter of Section 25;

Thence South 89°59'51" West (assumed bearings) for 1730.47 feet along the north line of the said Northwest Quarter of Section 25;

Thence South 00°00'09" East for 521.71 feet to the east line of the Little Papillion Creek and the TRUE POINT OF BEGINNING;

Thence North 81°54'35" East for 184.69 feet;

Thence South 45°00'00" East for 497.88 feet;

Thence South 50°36'36" West for 46.39 feet;

Thence South 00°05'20" East for 191.11 feet;

Thence North 89°54'40" East for 512.00 feet;

Thence South 00°05'20" East for 1355.33 feet;

Thence South 89°55'00" West for 465.54 feet to the east line of the Little Papillion Creek;

Thence North 19°57'38" West for 239.64 feet along said east line;

Thence North 00°05'20" West for 336.63 feet;

Thence South 89°54'40" West for 40.00 feet;

Thence along a curve to the right (having a radius of 340.00 feet and a long chord bearing North 85°47'17" West for 50.99 feet) for an arc length of 51.04 feet;

Thence North 81°29'14" West for 35.50 feet to the east line of the Little Papillion Creek;

Thence Northwest along the east line of the Little Papillion Creek for the next six courses:

- 1) Thence North 20°12'30" West for 503.53 feet;
- 2) Thence North 17°18'40" East for 64.96 feet;
- 3) Thence North 14°44'05" West for 69.22 feet;
- 4) Thence North 15°15'00" West for 96.20 feet;
- 5) Thence North 10°14'52" West for 340.15 feet;
- 6) Thence North 08°05'25" West for 305.02 feet to the Point of Beginning.

Contains 26.45 acres

February 10, 1997
LAMP, RYNEARSON & ASSOCIATES, INC.
96096-1673 (Phase 1 area of FDR Property)

NE
NW } NW
SE
SW

EXHIBIT D



DATA CENTER PROPERTY

01-60000

Parcel 1

Part of Tax Lot 2, in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 26, Township 15 North, Range 12 East of the 6th P.M. in the City of Omaha, in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Tax Lot 2; thence North 89°50'20" East along the South line of Tax Lot 2, for 229.0 feet to the true point of beginning; thence North 00°01'14" West for 292.41 feet to a point on the South right-of-way line of Poppleton Avenue; thence North 89°54'30" East and along said South right-of-way line for 742.92 feet; thence due South along a line 232 feet west of and parallel with the West right-of-way line of 72nd Street for a distance of 292.50 feet; thence North 89°59'56" West along the South line of said Tax Lot 2 for 349.95 feet; thence South 89°50'20" West along the South line of said Tax Lot 2 for 392.87 feet to the true point of beginning;

Together with the South half (S 1/2) of vacated Poppleton Avenue adjacent thereto on the North.

(Note: In this description, the West right-of-way line of 72nd Street is assumed to lie in true North-South direction.

Parcel 2

The West 500 feet of the East 700 feet of the North 656.8 feet of the Northeast Quarter (NE 1/4) of Section 26, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, except those parts thereof taken for public streets and/or highways, and except that part thereof more particularly described as follows:

NE NE

Beginning at the Southeast corner of said parcel; thence North 150 feet; thence West 50 feet; thence South 150 feet; thence East along the South boundary of said parcel to the point of beginning.

together with the North half (N 1/2) of vacated Poppleton Avenue adjacent thereto the South;

and, together with non-exclusive easement rights as contained in instrument dated August 21, 1969, and recorded October 15, 1969, in Book 481 at Page 693, and dated November 13, 1990, and recorded November 14, 1990, in Book 944 at Page 457, both of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska.

Parcel 3

The West 485.25 feet of the East 553.25 feet of the North 255.2 feet of the North half of the Southeast Quarter of the Northeast Quarter (N 1/2 SE 1/4 NE 1/4) of Section 26, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska.

Parcel 4

The east 95.0 feet of Tax Lot 4, in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 26, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, except the South 25.00 feet thereof.



Parcel 5

Lot Two (2), in FDR Centre, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

Parcel 6

Lot One (1), in Burstein's First, an Addition to the City of Omaha, as surveyed platted and recorded, Douglas County, Nebraska.



7302 PACIFIC SITE**POOR COPY**

That part of the Southeast Quarter of the Southeast Quarter of Section Twenty-three, Township Fifteen North, Range Twelve, East of the Sixth Principal Meridian in Douglas County, Nebraska, more particularly described as follows:

Starting at the point of intersection between the north right-of-way line of Pacific Street and the west line of the Southeast Quarter of the Southeast Quarter of Section 23, Township 15 North, Range 12 East of the 6th Principal Meridian, thence N87°59'56"E (assumed bearing) along said north right-of-way line of Pacific Street for a distance of 238 feet to the point of beginning; thence N01°42'04"W (assumed bearing) for a distance of 644.74 feet thence S87°35'41"W for a distance of 27.89 feet; thence N01°54'02"W for a distance of 86.42 feet; thence N87°49'46"E for a distance of 28.19 feet; thence N01°42'04"W for a distance of 112.90 feet more or less to the south right-of-way line of the Little Papillion Creek; thence easterly along the south right-of-way of the Little Papillion Creek for a distance of 334.5 feet plus or minus to its intersection with the westerly right-of-way line of the Chicago & Northwestern Railway Company; thence S30°50'10"E (assumed bearing) along said Chicago & Northwestern Railway Company westerly right-of-way for a distance of 1031.68 feet, more or less, to its intersection with the north right-of-way line of Pacific Street; thence west along the north right-of-way line of Pacific Street 855.95 feet, more or less, to the point of beginning.

Page 1 of 2

EXHIBIT D-2



LEGAL DESCRIPTION

That part of the Chicago and North Western Railway right-of-way lying South of the Little Papillion Creek Channel in the Southeast Quarter of the Southeast Quarter of Section 23, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 23; Thence North $89^{\circ}45'47''$ West (assumed bearings) for 107.98 feet along the South line of said Southeast Quarter; Thence North $0^{\circ}14'13''$ East for 42.00 feet to the North right-of-way line of Pacific Street and the TRUE POINT OF BEGINNING; Thence South $88^{\circ}04'20''$ West for 74.08 feet along said North right-of-way line; Thence North $30^{\circ}35'43''$ West for 1051.42 feet parallel with and 15.0 feet Westerly of the centerline of the railroad right-of-way to the Southerly right-of-way line of the Little Papillion Creek Channel; Thence North $57^{\circ}52'40''$ East for 30.78 feet along said Southerly right-of-way line; Thence along a curve to the right (having a radius of 88.83 feet and a long chord bearing North $70^{\circ}47'41''$ East for 34.92 feet) for an arc distance of 35.15 feet along said Southerly right-of-way line; Thence South $30^{\circ}35'34''$ East for 473.21 feet parallel with and 50.0 feet Easterly of the centerline of the railroad right-of-way; Thence North $0^{\circ}11'25''$ East for 288.40 feet parallel with and 25.0 feet Westerly of the tangent centerline of spur #64 to the Southerly right-of-way line of the Little Papillion Creek Channel; Thence South $59^{\circ}46'45''$ East for 74.31 feet along said Southerly right-of-way line; Thence South $46^{\circ}23'50''$ East for 18.17 feet along said Southerly right-of-way line; Thence South $0^{\circ}26'49''$ West for 243.89 feet parallel with and 345.0 feet West of the East line of the Southeast Quarter of Section 23 to a point that is 558.7 feet North of the South line of said Southeast Quarter; Thence South $10^{\circ}56'04''$ East for 187.36 feet; Thence South $30^{\circ}35'34''$ East for 387.68 feet parallel with and 50.0 feet Easterly of the centerline of the railroad right-of-way to the TRUE POINT OF BEGINNING. Contains 97,056 square feet.



LEGAL DESCRIPTION

That part of West Half of Section 25, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the point of intersection of the east right of way line of 72nd Street with the east right of way line of the former Chicago Northwestern Railway;

Thence South 30°51'16" East (assumed bearings) for 948.34 feet along said east right of way line to the TRUE POINT OF BEGINNING;

Thence South 30°51'16" East for 167.95 feet along said east right of way line;

Thence along a curve to the right (having a radius of 5779.65 feet and a long chord bearing South 26°55'35" East for 789.43 feet) for an arc length of 790.05 feet along said east right of way line;

Thence North 89°46'14" West for 109.01 feet to the west right of way line of the said former Chicago and Northwestern Railway;

Thence along a curve to the left (having a radius of 5679.65 feet and a long chord bearing North 27°08'36" West for 732.86 feet) for an arc length of 733.37 feet along said west right of way line;

Thence North 29°13'51" West for 223.90 feet along said west right of way line;

Thence North 89°58'11" East for 109.06 feet to the Point of Beginning.

Contains 2.19 acres

NW } NW
SW }

February 25, 1997
LAMP, RYNEARSON & ASSOCIATES, INC.
96096-1673 (Pt of CNW abutting FDR Property)

EXHIBIT E1



LEGAL DESCRIPTION

That part of West Half of Section 25, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the point of intersection of the north right of way line of Mercy Road with the west right of way line of the former Chicago Northwestern Railway;

Thence North 22°18'28" West (assumed bearings) for 142.08 feet along said west right of way line to the TRUE POINT OF BEGINNING;

Thence North 22°20'29" West for 1249.91 feet along said west right of way line;

Thence North 22°16'45" West for 718.18 feet along said west right of way line;

Thence along a curve to the left (having a radius of 5679.65 feet and a long chord bearing North 22°51'20" West for 116.69 feet) for an arc length of 116.69 feet along said west right of way line;

Thence South 89°46'14" East for 109.01 feet to the east right of way line of the former Chicago and Northwestern Railway;

Thence along a curve to the right (having a radius of 5779.65 feet and a long chord bearing South 22°38'19" East for 74.98 feet) for an arc length of 74.98 feet along said east right of way line;

Thence South 22°20'11" East for 759.54 feet along said east right of way line;

Thence South 22°18'28" East for 1208.48 feet along said east right of way line;

Thence South 67°41'32" West for 100.00 feet to the Point of Beginning.

Contains 4.75 acres.

NW NW
NE } SW
NW }

February 25, 1997
LAMP, RYNEARSON & ASSOCIATES, INC.
96096-1673 (Pt of CNW abutting Future Trust)

EXHIBIT E2



LEGAL DESCRIPTION

That part of West Half of Section 25, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the point of intersection of the north right of way line of Mercy Road with the west right of way line of the former Chicago Northwestern Railway;

Thence North 22°18'28" West (assumed bearings) for 142.08 feet along the west line of the former Chicago and Northwestern Railway;

Thence North 67°41'32" East for 100.00 feet to the east right of way of said Railway;

Thence South 22°18'28" East for 183.06 feet along said east right of way of said Railway to the said north right of way line of Mercy Road;

Thence South 89°58'39" West for 108.07 feet to the Point of Beginning.

Contains 0.37 acres.

NE SW

February 25, 1997

LAMP, RYNEARSON & ASSOCIATES, INC.

96096-1673 (Pt of CNW abutting Future Trust (Outlot 3))

EXHIBIT E2
(continued)



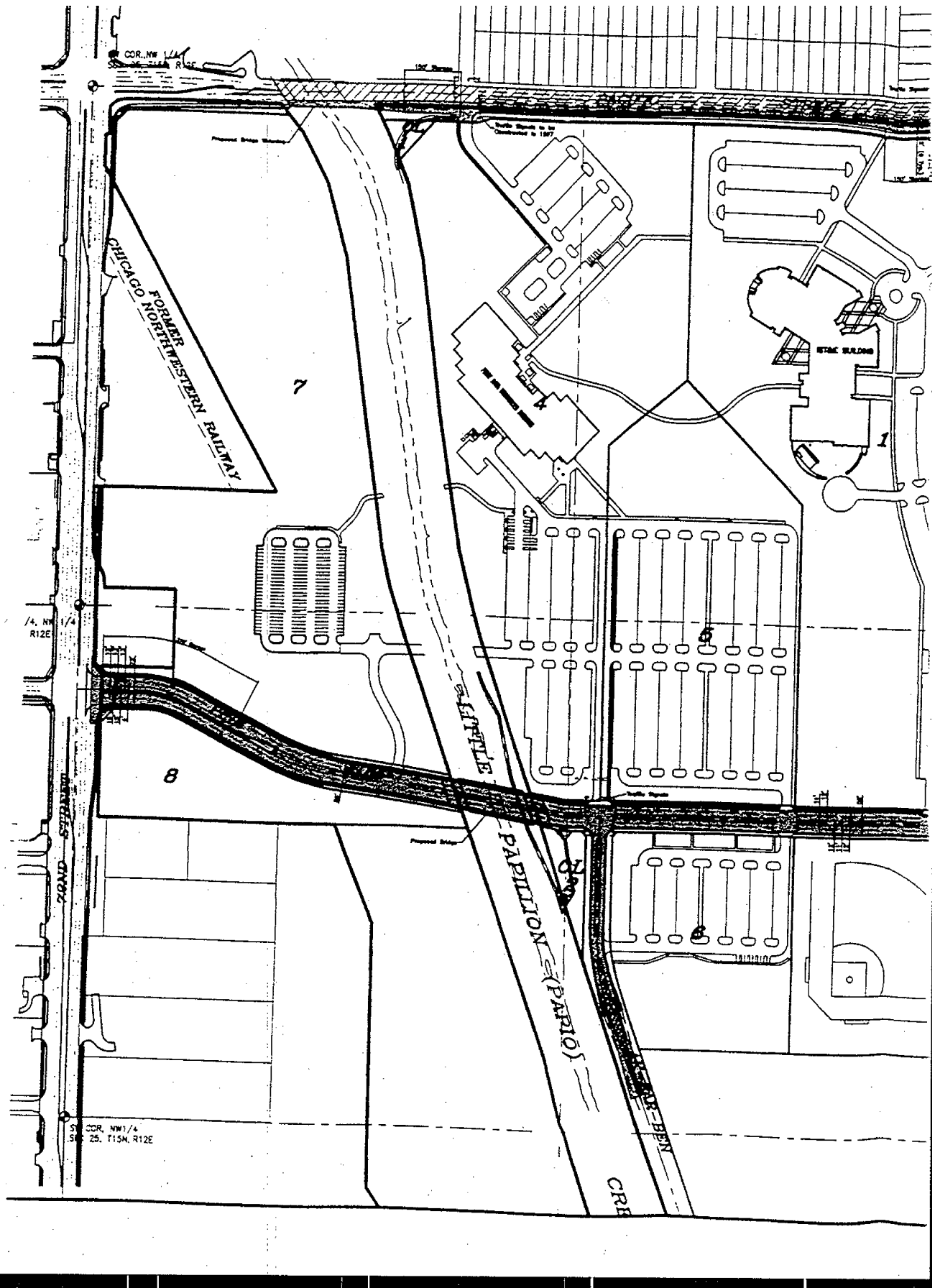
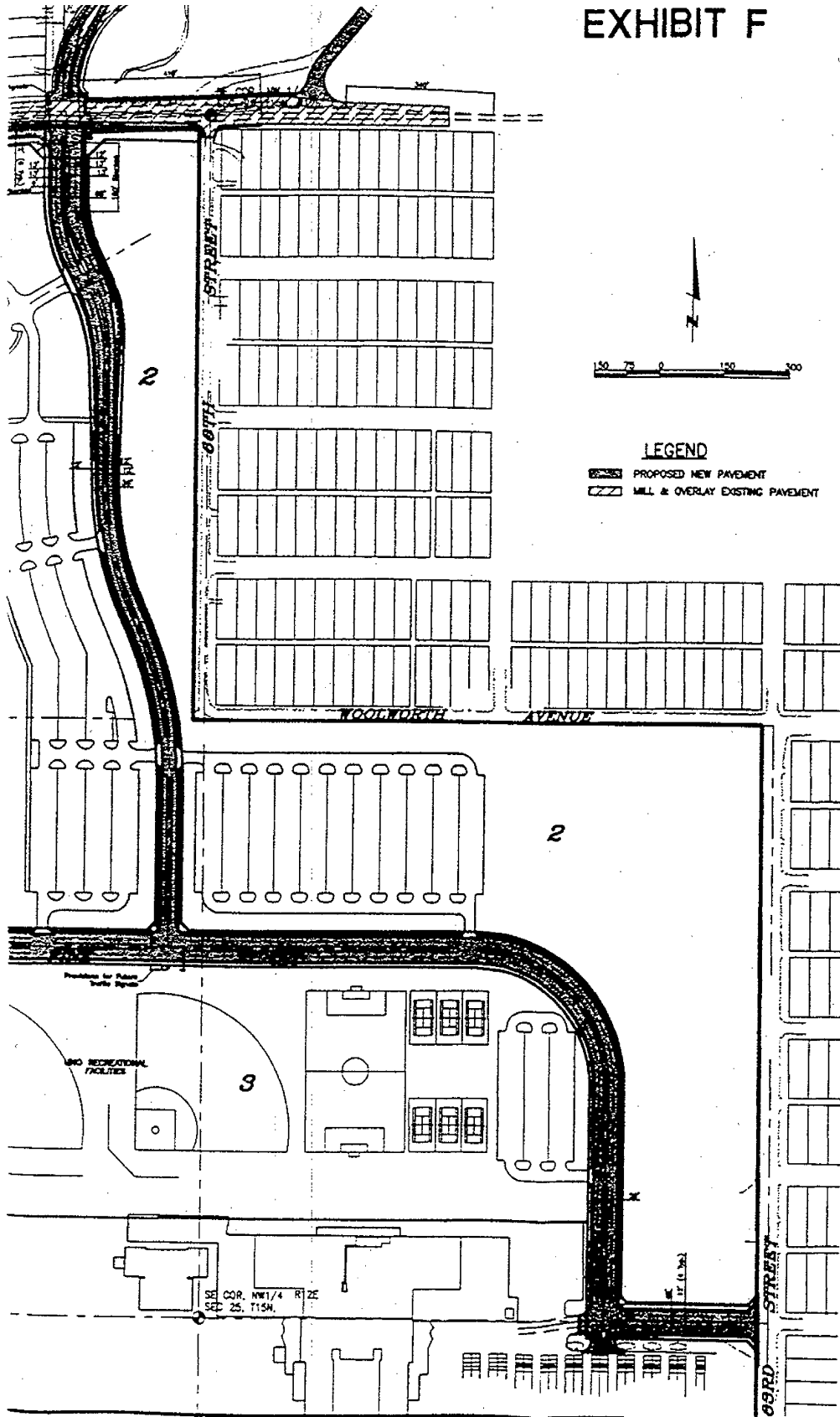


EXHIBIT F



96096\DWG\9696PEX3



lamp, rynearson & associates, inc.
engineers
planners
surveyors

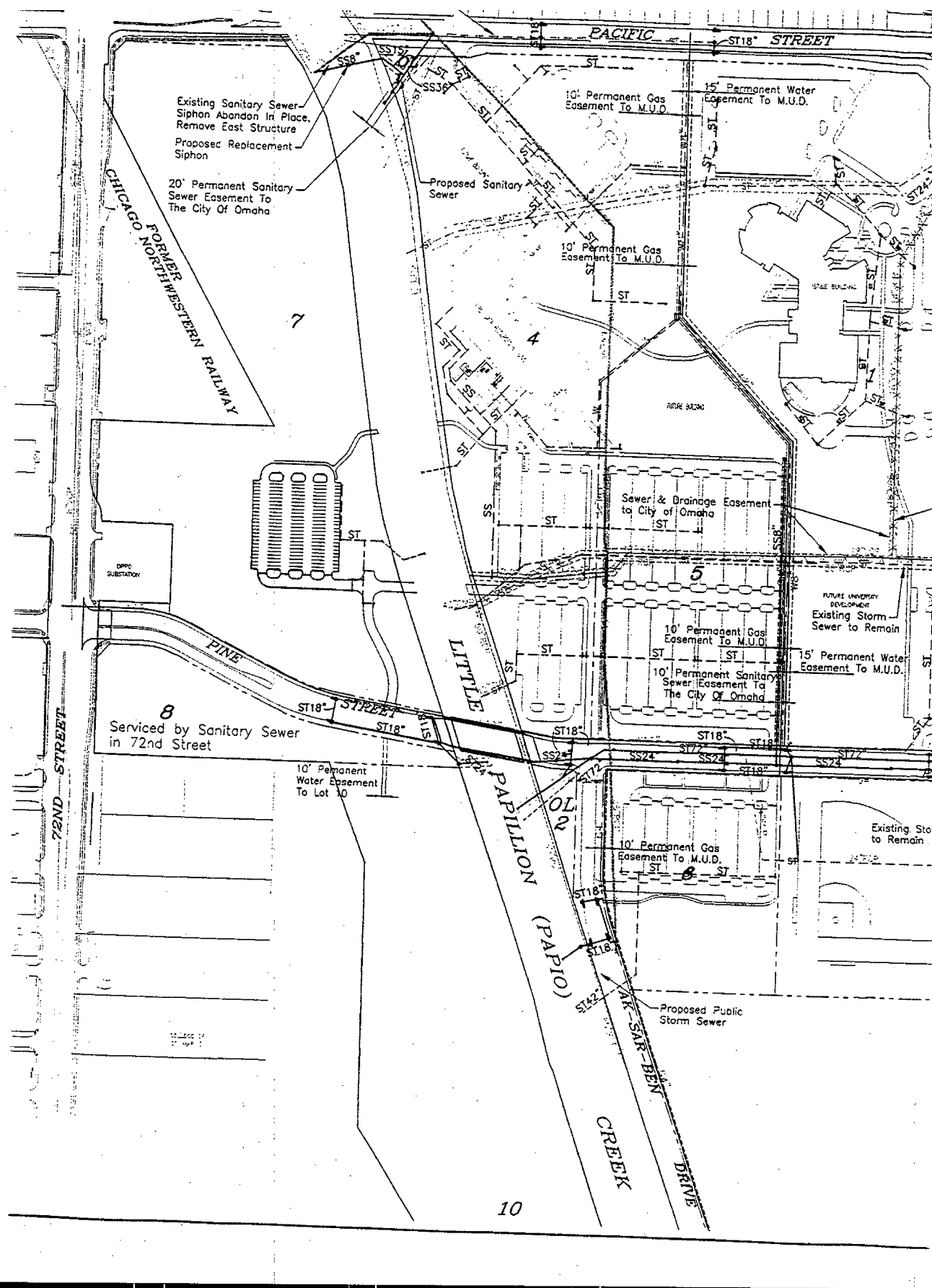
14747 california street

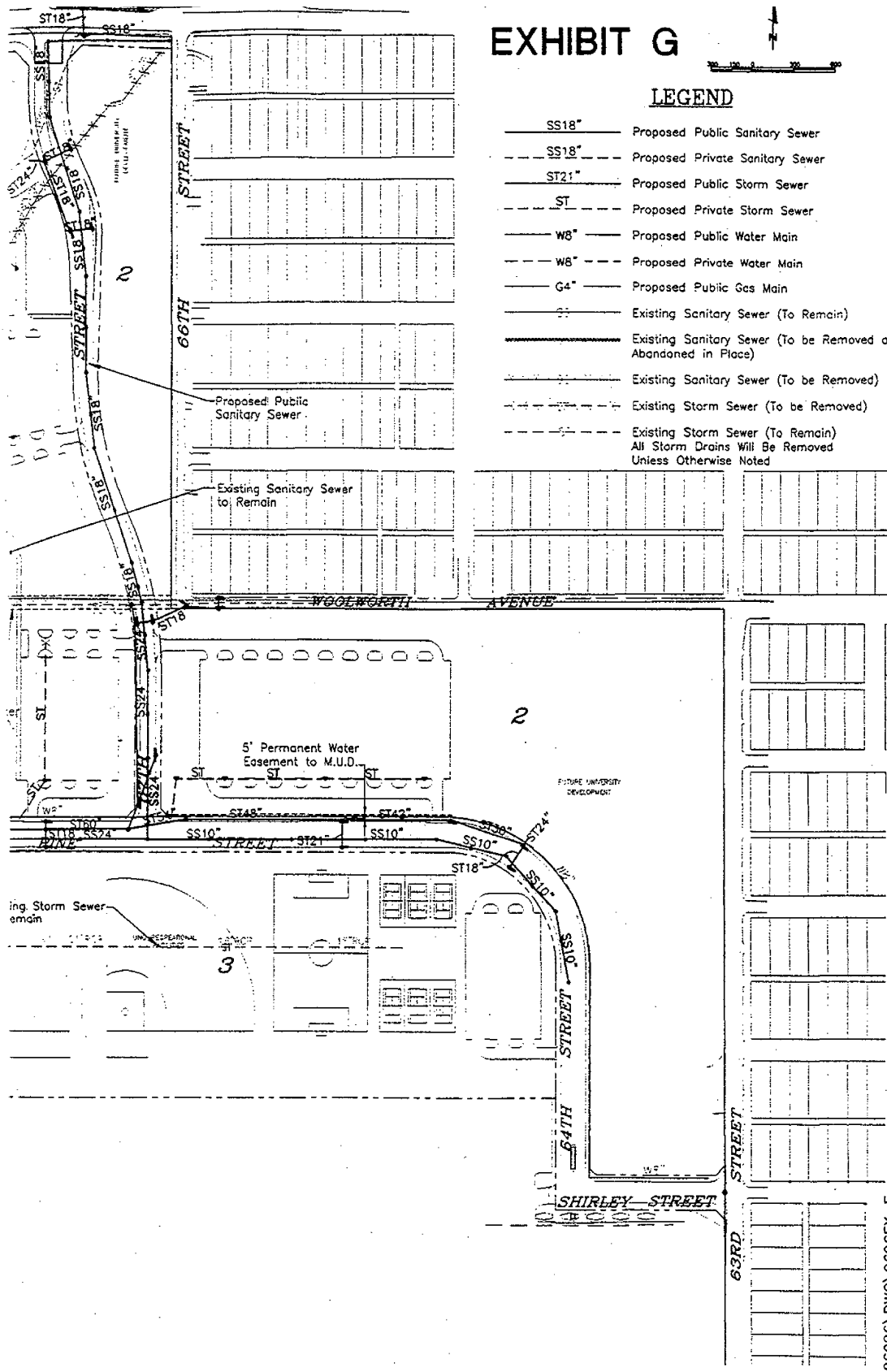
omaha, nebraska 68164-1979

402-496-2498
FAX 402-496-2730

job number
96096-1678
date
04-08-97
drawn by
ARJ
designer
SNA

STREET LAYOUT PLAN





UTILITY RELOCATION
AND
INSTALLATION PLAN

Job number
96096-1673
date
3-7-97
drawn by
PWB
designer
RC

lamp, rynearson & associates, inc.
engineers
14747 california street
omaha, nebraska 68154-1876
402-496-2498
FAX 402-496-2730

96096\DWG\9696EX-F

EXHIBIT "H"

ENGINEERING AGREEMENT**Ak-Sar-Ben Business and Education Campus**

THIS AGREEMENT, made and entered into this _____ day of _____, 1997, by and between the firm of Lamp, Rynearson & Associates, Inc., a corporation of the State of Nebraska, with offices at 14710 West Dodge Road, Suite 100, Omaha, Nebraska 68154-2029 and hereinafter referred to as the "Consultant," and First Data Resources, Inc., hereinafter, referred to as "FDR."

WITNESSETH:

WHEREAS, FDR desires to engage the Consultant to render professional engineering services as hereinafter set forth for design and construction administration services for public improvements associated with the Ak-Sar-Ben Business and Education Campus.

WHEREAS, the Consultant is willing to perform such engineering work in accordance with the terms hereinafter provided and does represent that he is in compliance with the Nebraska Statutes relating to the registration of Professional Engineers.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

I. DEFINITIONS

Wherever in this Agreement the following terms are used, or pronouns used in their stead, they shall have the meaning here given:

The "EFFECTIVE DATE" of this Agreement shall mean the date mentioned in the first paragraph of this document.

"CONSULTANT" OR "CONTRACTOR" shall mean Lamp, Rynearson & Associates, Inc., whose business and mailing address is 14710 West Dodge Road, Suite 100, Omaha, Nebraska 68154-2029.

To "ABANDON" the work shall mean that a determination has been made by FDR that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work shall mean that it has been determined by FDR that conditions or intentions as originally existed have changed and that the work as contemplated herein should be ceased on a temporary basis. This cessation or holding in this undetermined state will prevail until such time as a determination can be made to abandon the work or to reinstate under the conditions as defined in this Agreement.



To "TERMINATE" or the "TERMINATION" of this contract shall be the cessation or quitting of this contract based upon action or failure of action on the part of the Consultant as defined herein and as determined by FDR.

II. GENERAL DESCRIPTION OF SCOPE AND CONTROL WORK

The Consultant shall, upon receipt of the Notice to Proceed from FDR, perform all the services required under this Agreement for the project described above and as outlined in the attached Exhibit "A," Description of Project and Scope of Services, hereby made a part of this Agreement.

III. TIME OF BEGINNING AND COMPLETION

The Consultant shall begin work on the project upon receipt of written "Notice to Proceed" from FDR. The work on the project shall be completed within six hundred fifty (650) calendar days after receipt of the written Notice to Proceed. The time for completion of the work shall be equitably adjusted for delays not the fault of Consultant.

Delays grossly affecting the completion of the work within the time specified for completion attributable to or caused by the Consultant or FDR shall be considered as cause for termination of this Agreement by the other.

It is hereby mutually agreed that FDR has continuing rights to work progress inspections and any and all additions, deletions, changes, elaborations or modifications of the services to be performed under the terms of this Agreement which may from time to time be determined by FDR as desirable or preferable, shall be controlling and governing.

IV. ABANDONMENT, CHANGE OF PLAN, SUSPENSION AND TERMINATION

FDR shall have the absolute right to abandon the project or to change the general scope of work as defined in Section II, at any time. Such action on its part shall in no event be deemed a breach of contract.

The right is reserved by FDR to suspend this Agreement at any time or to terminate for just cause. Such suspension or termination may be effected by giving the consultant fifteen (15) days written notice. Should the project be suspended for thirty (30) days or more, Consultant's fee and time for completion shall be equitably increased.

If FDR abandons the work or subtracts from the work as presently outlined, the Consultant shall be compensated for services completed at the time of termination.

Additions to the scope of work as defined in Exhibit "A" will require negotiation of a supplemental Agreement or Agreements. For any work beyond the scope of services outlined by Exhibit "A," the consultant will be required to document the additional work, estimate the cost to complete said work and obtain written approval from FDR before such work begins.

V. OWNERSHIP OF ENGINEERING DOCUMENTS

All tracings, plans, maps, computations, sketches, charts and other data prepared or obtained under the terms of this Agreement shall be delivered to and shall become the property of FDR without restriction or limitation as to its further use.



VI. FEES AND PAYMENTS

In consideration of the performance of the engineering design services described in this Agreement, the Consultant shall be paid on the basis of hourly charge rates plus reimbursable expenses incurred. A schedule of estimated hours, hourly charge rates and reimbursable expenses for design services outlined in Exhibit A are shown in Exhibit B-1. The Consultant agrees that the total charges for design services shall not be greater than the "Not-to-Exceed" amount of \$475,122.80 without prior approval of FDR.

In consideration of the performance of the construction administration services described in this Agreement, the Consultant shall be paid on the basis of hourly charge rates plus reimbursable expenses incurred. A schedule of estimated hours, hourly charge rates and reimbursable expenses for services outlined in Exhibit A are shown in Exhibit B-2. The Consultant agrees that the total charges for construction administration services shall not be greater than the "Not-to-Exceed" amounts of \$209,713 for 1997 Improvements and \$160,581 for 1998 Improvements without prior approval of FDR.

The Consultant shall submit monthly invoices, which shall be based on incurred hourly rate charges and reimbursable expenses. The basis of billings shall be the hourly charge rates shown in Exhibit "C" for the individuals actually performing the tasks. This exhibit shall be updated on approximately April 1, 1998. The monthly payments shall be based upon the satisfactory prosecution of the work and shall be substantiated by monthly progress reports. The Consultant shall submit a final voucher for the project no later than 30 days after the close of the Consultant's fiscal year during which the project is completed.

The acceptance by the Consultant of the final payment shall constitute and operate as a release of FDR for all claims and any liability to the Consultant, his representatives and assigns for any and all things done, furnished or relating to the services rendered by the Consultant under or in connection with this Agreement or any part thereof.

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and study activities and shall make such materials available at his office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement, such records to be available for inspection by FDR and copies thereof shall be furnished by the Consultant, if required.

The Consultant shall be responsible to determine when a change in the work scope necessitates an increase in the "Not-to-Exceed" amount. When the Consultant determines that an increase is in order, he will be required to estimate the additional costs necessary to complete the additional work, document the reasons for this increase and receive prior approval from FDR in writing before expenditures beyond the "Not-to-Exceed" amount are incurred. FDR shall not be obligated to reimburse the Consultant for costs which have not been approved in excess of the "Not-to-Exceed" amount.

VII. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that he has not employed or retained any company or person, other than bona fide employees working for the Consultant, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, FDR



shall have the right to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

VIII. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless FDR from all claims and liability due to the negligent activities of himself, his agents or his employees. In this connection, the Consultant will carry insurance in the following kinds and amounts.

1. Comprehensive Auto Liability	\$100,000 P.L.	\$50,000 P.D.
2. Comprehensive General Liability	\$300,000 P.L.	\$50,000 P.D.
3. Workmen's Compensation		Statutory
4. Professional Liability		\$1,000,000

The insurance specified above shall be maintained until the Consultant's work has been completed and accepted by FDR. Proof of insurance coverage shall be furnished by the Consultant, if requested by FDR.

IX. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any personnel or persons presently in the employ of FDR for work covered by this Agreement without the written consent of the employer of such persons.

X. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all Federal, State and local laws and ordinances applicable to the work.

XI. PROFESSIONAL REGISTRATION AND SUBCONTRACTS

The Consultant hereby agrees to affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all reports and plans prepared hereunder.

The Consultant agrees to provide these professional services using staff personnel with specialized skills, experience and professional qualifications. Any work subcontracted other than that specifically provided by this Agreement shall first have the written approval of FDR.

XII. ARBITRATION

Any disputes between FDR and the Consultant not disposed of by this Agreement between the parties may be settled by arbitration as provided by Section 25-2103 through 25-2120, Nebraska Reissue, Revised Statutes of 1943.

XIII. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the provisions of the Nebraska Fair Employment Act of 1965, R.R.S. 1943, 48-1101 through 48-1125.



XIV. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on successors and assigns of either party.

XV. SUBLETTING, ASSIGNMENT OR TRANSFER

Subletting, assignment or transfer of all or part of the interest of the consultant is hereby prohibited unless prior written consent of the other parties is obtained therefor. Consultant acknowledges that FDR will assign all of its right and interest in this Agreement to the City of Omaha, Nebraska, and that the City will assume and agree to perform all of FDR's responsibilities under this Agreement, including the obligation to pay Consultant's fees hereunder. Consultant consents to the assignment and agrees that upon assignment of this Agreement to the City, FDR shall be deemed released from any and all duties, obligations and liabilities hereunder.

XVI. NONDISCRIMINATION

The Consultant shall not, in the performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, or political or religious opinions or affiliations in violation of federal or state or local ordinances.

XVII. SCHEDULE

Exhibit "D" attached hereto is incorporated herein as the proposed project schedule.

XVIII. CERTIFICATION OF CONSULTANT

The attached certification, identified as Exhibit "E," shall be completed by the Chief Administrative Officer of the Consultant and is hereby made a part of this Agreement.

XIX. UNEMPLOYMENT COMPENSATION FUND PAYMENTS

Before final payment is made by FDR to the Consultant of the final three percent (3%) due hereunder, the Consultant shall furnish FDR a written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payments due of contributions or interest which may have arisen under this contract have been paid by the Consultant, or its subcontractor to the Unemployment Compensation Fund of the State of Nebraska.

XX. FDR SUPERVISION

It is hereby mutually agreed that FDR shall have responsible supervision of all the services included herein, but no employee of the Consultant or any of its subcontractors or persons working under the Consultant's direction is or shall be deemed to be an employee of FDR. The Consultant shall at all times have or cause to have in force Workers Compensation insurance covering all its employees and those of any subcontractor and those of anyone under its direction and control.

XXI. PAYMENT FOR SERVICES, MATERIAL AND EQUIPMENT

The Consultant agrees to pay all persons, firms or corporations, having contracts directly with the Consultant or with subcontractors of Consultant, all just claims due them for the payment



of services, material and equipment furnished, and for the payment of material and equipment rental which is actually used or rented in the performance of this contract.

XXII. ASSESSMENT FOR TAXATION

Consultant shall comply with, and shall cause to be complied with Section 77-1323, Reissue Revised Statutes of Nebraska, 1943, as amended and shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the County where assessed. During the performance under this contract, additional such statements shall be furnished by the Consultant as may be required by such law or as may be required by FDR.

XXIII. AMENDMENTS OR ADDITIONS

No amendments or additions shall be made to this Agreement except in writing. Future Agreements between the parties must likewise be in writing.

IN WITNESS WHEREOF, the parties hereto have caused presents to be executed by their proper officials thereunto duly authorized as to the dates below indicated.

EXECUTED by the Consultant this _____ day of _____, 1997.

ATTEST:

LAMP, RYNEARSON & ASSOCIATES, INC.

BY _____
President

EXECUTED by FDR this _____ day of _____, 1997.

ATTEST:

FIRST DATA RESOURCES, INC.

BY _____

[96096\text\engconst.adm]



EXHIBIT "A"
DESCRIPTION OF PROJECT AND SCOPE OF SERVICES
FOR
AK-SAR-BEN BUSINESS & EDUCATION CAMPUS

A. Description of Project

This Agreement provides for engineering services required for design and construction administration services associated with the Ak-Sar-Ben Business & Education Campus. 1997 Improvements will include public sanitary sewers, public storm sewers, paving of public streets and sidewalks, and a new bridge over the Little Papillion Creek within Ak-Sar-Ben Business and Education Campus. 1998 Improvements will include widening of the existing Pacific Street bridge over the Little Papillion Creek and widening of Pacific Street from the Little Papillion Creek bridge to approximately 64th Street. A copy of the current master plan for the campus upon which the scope of services is based is attached. Design of public improvements will be in accordance with City of Omaha standards.

B. Scope of Services

The Scope of Services for the project is outlined on the following pages.



EXHIBIT A - SCOPE OF SERVICES - AK-SAR-BEN BUSINESS & EDUCATION CAMPUS

1997 IMPROVEMENTS - SANITARY SEWER,
STORM SEWER & PAVING

	PRIN(MM)	SR. PROJ. MAN. (LS)	SR. PROJ. ENGR.	PROJ. ENGR.	LAND SURV.	TECH.	CLER.	FIELD SURV. COORD.	SURV. CREW
FINAL DESIGN									
ADDITIONAL PICK-UP FIELD SURVEY		2	8			20		2	40
FINAL DESIGN-SANITARY SEWER									
REVIEW TV INSPECTION REPORTS		1	2	2					
FIELD CHECK & REVIEW EXIST. PLANS		2	4	4					
CAPACITY ANALYSIS	1	2	16	16		8		2	
HORIZONTAL & VERTICAL LAYOUT	1	2	16	16		12			
FINAL DESIGN - STORM SEWER									
FIELD CHECK & REVIEW EXIST. PLANS		2	4	2					
SET UP HEC-I MODEL - ELMWOOD PARK SYSTEM		2	8						
EVALUATE 10-YR. ALTERNATIVES - ELMWOOD PARK SYSTEM	1	2	16						
EVALUATE 100-YR. ALTERNATIVES - ELMWOOD PARK SYSTEM	1	2	16	4					
INLET DESIGN - INTERIOR SYSTEM	1	2	16	16					
PIPE DESIGN - INTERIOR SYSTEM	1	2	16	16					
SET UP PRESSURE FLOW MODEL - INTERIOR SYSTEM		4	40						
EVALUATE 100-YR. ALTERNATIVES - INTERIOR SYSTEM	1	8	40	8					
DESIGN LAYOUT & PROFILES - INTERIOR SYSTEM		4	24	24					
HYDRAULIC & STRUCTURAL DESIGN FOR PINE ST. OUTLET STRUCTURE	1	4	40	8					
FINAL DRAINAGE STUDY REPORT	1	2	8			4		1	
FINAL DESIGN - PAVING									
REVIEW OF FINAL TRAFFIC ANALYSIS	1	4	4	4					
REVIEW & COORD. 72 ST. PLANS		4	8	8					
FINAL STREET PROFILES		6	24	8		8			
FINAL PAVEMENT GEOMETRY & ROW	1	4	32	16		40			



EXHIBIT A - SCOPE OF SERVICES - AK-SAR-BEN BUSINESS & EDUCATION CAMPUS

PLANS & SPECIFICATIONS	PRIN(MM)	SR. PROJ. MAN. (LS)	SR. PROJ. ENGR.	PROJ. ENGR.	LAND SURV.	TECH.	CLER.	FIELD SURV. COORD.	SURV. CREW
CONSTRUCTION PLANS (ASSUMPTIONS AS LISTED)									
COVER SHEET									
SANITARY SEWER VICINITY MAP(1"=200')		1	4	1		2			2
SANITARY SEWER REMOVAL PLAN - 1		2	2	4		12			12
SANITARY SEWER P & P SHEETS(1"=50') - 4		8	16	6		8			8
SANITARY SEWER DETAIL SHEETS - 1	1	2	6	16		32			1
SIPHON RECONSTRUCTION PLAN & PROFILE - 1	1	2	12	6		12			1
SIPHON RECONSTRUCTION DETAIL SHEETS - 2		2	24	4		12			1
STORM SEWER VICINITY MAP(1"=200')		1	4	4		24			2
STORM SEWER REMOVAL PLAN - 1		2	2	4		12			
STORM SEWER P & P SHEETS(1"=50') - 4		8	24	6		12			
SUPPL. STORM SEWER PROFILE SHEETS (1"=50') - 2	1	8	24	24		48			2
STORM SEWER DETAIL SHEETS - 3		4	8	16		16			
PAVING VICINITY MAP (1"=200')	1	6	32	8		48			2
PAVEMENT REMOVAL PLAN		1	4	4		12			
TYPICAL SECTIONS & PAVEMENT DETAILS - 3	1	3	12	8		12			1
PAVING PLAN & PROFILE SHEETS(1"=50') - 6	2	12	24	12		36			2
PAVING GEOMETRICS (1"=50') - 6		6	12	48		72			2
PAVING JOINT PLANS(1"=50') - 3	1	2	8	24		48			1
PARKING LOT MODIFICATION SHEETS - 2	1	4	16	12		24			2
TRAFFIC SIGNALIZATION SHEETS(COORD. WITH HDR)		2	4	16		32			1
PAVEMENT MARKING & SIGNAGE SHEETS(1"=50') - 3		2	4	8					1
PAPIO CR. TRAIL RECONSTRUCTION PLAN & DETAILS - 3	1	2	4	12		36			1
AK-SAR-BEN DRIVE & MERCY ROAD GATE PLAN & DETAILS - 2	1	4	12	24		36			1
CONTRACT DOCUMENTS & TECHNICAL SPECIFICATIONS	1	8	40	16		24			1
LEGAL DESCRIPTIONS FOR EASEMENTS		1	4						
FIELD CHECK & IN-HOUSE REVIEW	4	8	16	16					



EXHIBIT A - SCOPE OF SERVICES - AK-SAR-BEN BUSINESS & EDUCATION CAMPUS

	PRIN(MM)	SR. PROJ. MAN. (LS)	SR. PROJ. ENGR.	PROJ. ENGR.	LAND SURV.	TECH.	CLER.	FIELD SURV. COORD.	SURV. CREW
QUANTITY TAKE-OFF & FINAL COST ESTIMATE	1	4	16	24		8		2	
PROJECT MANAGEMENT & COORDINATION									
FDR/UNO TEAM COORDINATION MEETINGS (ASSUME 1 MEETING PER WEEK FOR 20 WEEKS)	10	60	60					6	
CITY OF OMAHA COORDINATION MEETINGS/(ASSUME 1 MEETING PER MONTH)	4	16	16					2	
PROJECT MANAGEMENT	20	120	10						
APPROVALS - PUBLIC WORKS DEPT., COUNTY HEALTH DEPT., NEBR. DEPT. OF ENVIRONMENTAL QUALITY & NRD									
COORDINATE SUBMITTALS & APPROVAL	2	12	24	24		40		4	
BIDDING									
CONTRACTOR QUESTIONS & ADDENDA	1	8	24	16		16		4	
BID OPENING & TABULATION		2		4				2	
RECOMMENDATION OF AWARD	1	2	2					2	
TOTAL HOURS	67	382	808	491	12	766	75	2	40



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EXHIBIT A - SCOPE OF SERVICES - AK-SAR-BEN BUSINESS & EDUCATION CAMPUS

1997 IMPROVEMENTS - PINE STREET BRIDGE DESIGN

	PRIN(MM)	SR.PROJ. MAN.(LS)	BRIDGE ENGR.	PROJ. ENGR.	LAND SURV.	TECH.	CLER.	FIELD SURV. COORD.	SURV. CREW
DATA COLLECTION									
DATA COLLECTION/SITE VISIT	6		10	4					
ADDITIONAL PICK-UP SURVEY	1		4	1	2	24		3	12
PRELIMINARY DESIGN									
HYDROLOGY & HYDRAULICS	1		24			6		2	
PREPARE BRIDGE HYDRAULIC DATA SHEET									
ESTABLISH SPAN LENGTHS AND PIER LOCATIONS	1		12			4		2	
EVALUATE SUBSTRUCTURE AND GEOTECHNICAL			6			4			
EVALUATE SUPERSTRUCTURE DESIGN			12						
PROPOSED STRUCTURES (I.E. RETAINING WALLS)			12						
MISCELLANEOUS DETAILS (I.E. GUARDRAIL PLANS)			6	10		14			
GENERAL PLAN & ELEVATION (BRIDGE)			8	8		12			
BRIDGE CROSS SECTION			6			12			
PRELIMINARY COST ESTIMATE		1	8	2		6			2
PRELIMINARY DESIGN REPORT		2	12	2		10			4
UTILITY COORDINATION	1		2	4					4
COORDINATION MEETING WITH NRD		3	4						1
PLAN REVIEW MEETING WITH PWD		3	3						2
FINAL DESIGN									
PLANS AND SPECIFICATIONS									
TITLE SHEET			2			4			
GENERAL NOTES, QUANTITIES & INDEX			8			12			2
GENERAL PLAN & ELEVATION	1		12			8			
PILE LAYOUT & GEOLOGIC PROFILE	1		8			14			
ABUTMENT DETAILS	1		12			16			
WINGWALL DETAILS			6			10			
PIER DETAILS	1		8			16			
DECK SECTION & DIAPHRAGMS			12			16			

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EXHIBIT A - SCOPE OF SERVICES - AK-SAR-BEN BUSINESS & EDUCATION CAMPUS

	PRIN(MM)	SR.PROJ. MAN. (LS)	BRIDGE ENGR.	PROJ. ENGR.	LAND SURV.	TECH.	CLER.	FIELD SURV. COORD.	SURV. CREW
SLAB REINFORCEMENT PLAN			6			8			
GIRDER LAYOUT			6			10			
GIRDER DETAILS			20			16		2	
MISC. DETAILS		1	8	4		24			
BILL OF REINFORCING			6			10		2	
PEDESTRIAN RAILING DETAILS			4			12			
BARRIER RAIL DETAILS			4			6			
SLOPE PROTECTION			4			6			
EXCAVATION, SHORING & BACKFILL DETAILS			4			8			
APPROACH SLAB			4			8			
STRUCTURAL DESIGN CALCULATIONS			105					4	
STRUCTURAL DESIGN CHECKS			40						
SPECIAL PROVISIONS		1	16					12	
QUANTITY SUMMARY		1	4	4		8		2	
UTILITY COORDINATION				10					
COORDINATION REVIEW MEETING WITH NRD		3	3	3				1	
DESIGN REVIEW MEETING WITH P.W.D.		3	3	3				1	
REVISIONS			4	12	2	24		2	
QUALITY CONTROL	8	4	4	4	2				
PROJECT MANAGEMENT	10	40	20					4	
BIDDING									
CONTRACTOR QUESTIONS & ADDENDA	1	4	16	2		8		4	
TOTAL HOURS	20	83	486	61	2	336	53	3	12



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EXHIBIT A - SCOPE OF SERVICES - AK-SAR-BEN BUSINESS & EDUCATION CAMPUS

	PRIN(MM)	SR. PROJ. MAN. (LS)	SR. PROJ. ENGR.	PROJ. ENGR.	LAND SURV.	TECH.	CLER.	FIELD SURV. COORD.	SURV. CREW
1998 IMPROVEMENTS - PACIFIC STREET WIDENING DESIGN									
FINAL DESIGN									
ADDITIONAL PICK-UP FIELD SURVEY - PACIFIC ST.		1	4		2	12		2	24
TOPOGRAPHIC SURVEY - ELMWOOD PARK ROTARY		1			2	12			24
REVIEW OF FINAL TRAFFIC ANALYSIS		2	4		2				
FINAL PAVEMENT GEOMETRY-PACIFIC ST.	1	2	12		12	16			
PLANS & SPECIFICATIONS									
CONSTRUCTION PLANS (ASSUMPTIONS AS LISTED)									
COVER SHEET						2			
VICINITY MAP		1	4		4	12			
REMOVAL SHEETS(1"=20') - 3		2	12		12	36		1	
TYPICAL SECTIONS & PAVEMENT DETAILS - 2		2	8		8	24		1	
PAVING GEOMETRICS SHEETS - 3	1	6	18		18	24		1	
CONSTRUCTION SHEETS(1"=20') - 6	4	12	64		36	96		4	
SPOT ELEVATIONS SHEETS - 3		2	8		16	16			
STORM SEWER PROFILE SHEETS - 1	1	2	8		12	12		1	
CROSS SECTION SHEETS - 8	1	4	12		12	16			
TRAFFIC SIGNALIZATION SHEETS(COORD. WITH HDR)		2	8		4			2	
PAVEMENT MARKING & SIGNAGE SHEETS - 3	1	3	6		12	24		2	
CONSTRUCTION PHASING PLAN - 2	1	4	16		16	16		1	
ELMWOOD PARK ROTARY - REMOVAL PLAN		2	4		8	12		1	
ELMWOOD PARK ROTARY - GEOMETRICS(COORD. WITH HDR)		2	2			8			
ELMWOOD PARK ROTARY - CONSTR. SHEET	1	4	16		16	24		1	
ELMWOOD PARK ROTARY - PROFILES		2	16		8	12			
ELMWOOD PARK ROTARY - GRADING & LANDSCAPING (COORD. WITH CIACCIO DENNELL GROUP)	1	2	2		4	12		1	
CONTRACT DOCUMENTS & TECHNICAL SPECIFICATIONS									
	2	4	24		24			24	

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EXHIBIT A - SCOPE OF SERVICES - AK-SAR-BEN BUSINESS & EDUCATION CAMPUS

	PRIN(MM)	SR. PROJ. MAN. (LS)	SR. PROJ. ENGR.	PROJ. ENGR.	LAND SURV.	TECH.	CLER.	FIELD SURV. COORD.	SURV. CREW
ROW PLANS									
FIELD CHECK & IN-HOUSE REVIEW	1	4	16		24	32	4		
	4	4	8			16	2		
QUANTITY TAKE-OFF & FINAL COST ESTIMATE	1	4	12	16		8	2		
PROJECT MANAGEMENT & COORDINATION									
FDR/UNO TEAM COORDINATION MEETINGS(ASSUME 1 MEETING PER WEEK FOR 8 WEEKS)	4	24	24				2		
CITY COORDINATION MEETINGS(ASSUME 1 MEETING PER MONTH FOR 3 MONTHS)	2	8	8	4			1		
PROJECT MANAGEMENT	20	60	10				8		
APPROVALS - PUBLIC WORKS DEPT.									
COORDINATE SUBMITTALS & APPROVAL	1	4	12	12		16	2		
BIDDING									
CONTRACTOR QUESTIONS & ADDENDA	1	8	16	8		8	4		
BID OPENING & TABULATION		2		4			2		
RECOMMENDATION OF AWARD	1	2	2				2		
TOTAL HOURS	50	182	356	280	24	466	69	2	48



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EXHIBIT A - SCOPE OF SERVICES - AK-SAR-BEN BUSINESS & EDUCATION CAMPUS

1998 IMPROVEMENTS - PACIFIC STREET BRIDGE
WIDENING DESIGN

	PRIN(MM)	SR. PROJ. MAN. (LS)	BRIDGE ENGR.	PROJ. ENGR.	LAND SURV.	TECH.	CLER.	FIELD SURV. COORD.	SURV. CREW
DATA COLLECTION									
DATA COLLECTION/SITE VISIT	2		4	2					
ADDITIONAL PICK-UP SURVEY	1		2	1	2	8		2	8
PRELIMINARY DESIGN									
PREPARE BRIDGE DATA SHEET	1		6			2		2	
EVALUATE SUBSTRUCTURE AND GEOTECHNICAL			3						
EVALUATE SUPERSTRUCTURE DESIGN			2						
PROPOSED STRUCTURES (I.E. RETAINING WALLS, TRAIL)			4			14			
MISCELLANEOUS DETAILS (I.E. GUARDRAIL PLANS)					4	12			
GENERAL PLAN & ELEVATION (BRIDGE)			4			12			
BRIDGE CROSS SECTION			4			6			
ABUTMENT REPAIRS OF EXISTING BRIDGE			8			4			
PRELIMINARY COST ESTIMATE	1		4	1				1	
PRELIMINARY DESIGN REPORT	2		8			4		2	
UTILITY COORDINATION				4				4	
COORDINATION WITH NRD	1		2					1	
PLAN REVIEW MEETING WITH PWD	3		3					2	
FINAL DESIGN									
PLANS AND SPECIFICATIONS									
TITLE SHEET			1			2			
GENERAL NOTES, QUANTITIES & INDEX			6			8			
GENERAL PLAN & ELEVATION	1		2			8		2	
PILE LAYOUT & GEOLOGIC PROFILE	1		4			14			
ABUTMENT WIDENING AND WINGWALL DETAILS			8			16			
PIER WIDENING DETAILS			8			16			
GIRDER LAYOUT			4			10			
GIRDER DETAILS			8			12		2	
EXPANSION BEARING DETAILS			4			10			
EXPANSION JOINT DETAILS			12			16			
DECK WIDENING/SLAB REINFORCING DETAILS			6			10			

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EXHIBIT A - SCOPE OF SERVICES - AK-SAR-BEN BUSINESS & EDUCATION CAMPUS

	PRIN(MM)	SR. PROJ. MAN. (LS)	BRIDGE ENGR.	PROJ. ENGR.	LAND SURV.	TECH.	CLER.	FIELD SURV. COORD.	SURV. CREW
LONGITUDINAL DECK JOINT			6			10			
EXISTING ABUTMENT BACKWALL REPAIRS			10			12			
MISC. DETAILS (I.E. DECK DRAINS, UTILITIES)			14	4		24			
BILL OF REINFORCING		1	6			10		2	
PEDESTRIAN RAILING DETAILS (CHAINLINK FENCE)			2			12			
BARRIER RAIL DETAILS			2			6			
SLOPE PROTECTION			4			6			
EXCAVATION, SHORING & BACKFILL DETAILS			2			4			
APPROACH SLAB			4			8			
RETAINING WALL		1	16			14			
STRUCTURAL DESIGN CALCULATIONS			24			4		4	
STRUCTURAL DESIGN CHECKS			8						
SPECIAL PROVISIONS		1	8					12	
QUANTITY SUMMARY		1	6			8		2	
UTILITY COORDINATION				10					
DESIGN REVIEW MEETING WITH P.W.D.		4	4	4				2	
REVISIONS		2	4	2		24		2	
QUALITY CONTROL	4	2	4	2					
PROJECT MANAGEMENT	8	30	8					4	
BIDDING									
CONTRACTOR QUESTIONS & ADDENDA	1	4	16	2		8		4	
TOTAL HOURS	14	59	265	42	2	334	48	2	8



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EXHIBIT A - SCOPE OF SERVICES - AK-SAR-BEN BUSINESS & EDUCATION CAMPUS

	PRIN(MM)	SR. CONSTR. ENGR. (BW)	CONSTR. OBSERV.	CONSTR. ENGR.	PROJECT MANAGER (LMS)	SENIOR PROJ. ENGR.	TECH.	CLER.	FIELD SURV. COORD.	SURV. CREW
1997 IMPROVEMENTS - SANITARY SEWER, STORM SEWER & PAVING CONSTRUCTION ADMINISTRATION										
CONTRACT ADMINISTRATION										
Project Management	5	35			12			3		
Preconstruction Meeting		3	2		2			2	2	
Contract Administration										
Change Orders		6		8		6		4		
Review Testing Reports		2		4				5		
Monthly Estimates (7EA)		5		10				5		
Plan Interpretations		4			2	15				
Plan Revisions		3			2	20	6			
Shop Drawings		1				8		3		
Final Estimate		6		14						
Punch List		4	11							
Construction Record Drawings		2	60		2	8	24	2	2	8
Weekly Construction Meeting		40	1		15			18		
CONSTRUCTION OBSERVATION (ASSUME 100 WORKING DAYS)		150	1000							
CONSTRUCTION STAKING										
Sanitary Sewer		1							13	50
Siphon		1							2	8
Storm Sewer		2							15	60
Paving		6				1			38	150
TOTAL HOURS	5	271	1074	36	35	58	30	42	72	276



EXHIBIT A - SCOPE OF SERVICES - AK-SAR-BEN BUSINESS & EDUCATION CAMPUS

	PRIN(MM)	SR. CONSTR. ENGR. (BW)	CONSTR. OBSERV.	CONSTR. ENGR.	PROJECT MANAGER (LMS)	BRIDGE ENGR.	TECH.	CLER.	FIELD SURV. COORD.	SURV. CREW
1997 IMPROVEMENTS PINE STREET BRIDGE										
CONSTR. ADMIN.										
CONTRACT ADMINISTRATION										
Project Management	6	30			10			3		
Preconstruction Meeting										
Contract Administration										
Change Orders		10		4		20		5		
Review Testing Reports		1		2				5		
Monthly Estimates (5EA)		2		6				5		
Plan Interactions		4		1						
Plan Revisions		2				20	12			
Shop Drawings		1				12		6		
Final Estimate		3		10		40		2		
Punch List		3						1		
Construction Record Drawings		1					12	1	1	4
Weekly Construction Meeting		20				4		10		
CONSTRUCTION OBSERVATION										
(ASSUME 120 WORKING DAYS)		100	600							
CONSTRUCTION STAKING										
Computations									8	
Slope Stake Creek Bed		1							3	12
Stake Abutments & Piers									3	12
As-Built & Mark Piers		1							2	8
Check Top of Piers									2	6
Shim Elevations		1							1	4
Tenth Point Camber									2	8
Stake Approach Slabs		1							2	8
Construction Record Drawings									1	4
TOTAL HOURS	6	181	635	23	10	104	24	38	25	66

Note: Hours for 1997 Improvements (Sanitary Sewer, Storm Sewer, Paving and Pine St. Bridge) are based on all projects being constructed under one contract with a combined total of 140 working days.

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EXHIBIT A - SCOPE OF SERVICES - AK-SAR-BEN BUSINESS & EDUCATION CAMPUS

	PRIN(MM)	SR. CONSTR. ENGR. (BW)	CONSTR. OBSERV.	CONSTR. ENGR.	PROJECT MANAGER (LMS)	BRIDGE ENGR.	TECH.	CLER.	FIELD SURV. COORD.	SURV. CREW
1998 IMPROVEMENTS - PACIFIC STREET BRIDGE WIDENING CONSTR. ADMIN.										
CONTRACT ADMINISTRATION										
Project Management	6	25			10			3		
Preconstruction Meeting										
Contract Administration										
Change Orders		2			4	10	4	2		
Review Testing Reports		1			5			4		
Monthly Estimates (5EA)		5			10			5		
Plan Interpretations		2				10		1		
Plan Revisions		2				10				
Shop Drawings		1				30		4		
Final Estimate		2		4	10			1		
Punch List		4		12		2		1		
Construction Record Drawings		1		1		4	8	2	1	4
Weekly Construction Meeting		20				4		10		
CONSTRUCTION OBSERVATION (Assume 80 Working Days)		100	480							
CONSTRUCTION STAKING										
Computations									2	
Slope Stake Creek Bed		1							1	4
Stake Abutments & Piers									1	4
As-Built & Mark Piers		1							1	4
Check Top of Piers									1	2
Shim Elevations									1	2
Tenth Point Camber		1							2	6
Stake Approach Slabs		1							2	8
Construction Record Drawings									1	4
TOTAL HOURS	6	169	497	29	10	70	12	33	13	38



EXHIBIT A - SCOPE OF SERVICES - AK-SAR-BEN BUSINESS & EDUCATION CAMPUS

	PRIN(MM)	SR. CONSTR. ENGR. (BW)	CONSTR. OBSERV.	CONSTR. ENGR.	PROJECT MANAGER (LMS)	SENIOR PROJ. ENGR.	TECH.	CLER.	FIELD SURV. COORD.	SURV. CREW
1998 IMPROVEMENTS - PACIFIC STREET WIDENING CONSTR. ADMIN.										
CONTRACT ADMINISTRATION										
Project Management	5	30			10			3		
Preconstruction Meeting		3	2		2			2	2	
Contract Administration										
Change Orders		5		8		5		2		
Review Testing Reports		2		4				2		
Monthly Estimates (5EA)		3		6		1		2		
Plan Interpretations		2		1		10		5		
Plan Revisions		2				15	8			
Shop Drawings		1				2		1		
Final Estimate		8	16	20						
Punch List		4	8							
Construction Record Drawings		1	1		2	8	16	2	2	8
Weekly Construction Meeting		16			4			8		
CONSTRUCTION OBSERVATION (ASSUME 60 WORKING DAYS)		100	600							
CONSTRUCTION STAKING										
Storm Sewer		1							2	8
Trail									3	12
Paving		2							30	120
Elmwood Park Rotary		1							10	40
TOTAL HOURS	5	181	627	39	18	41	24	25	74	237

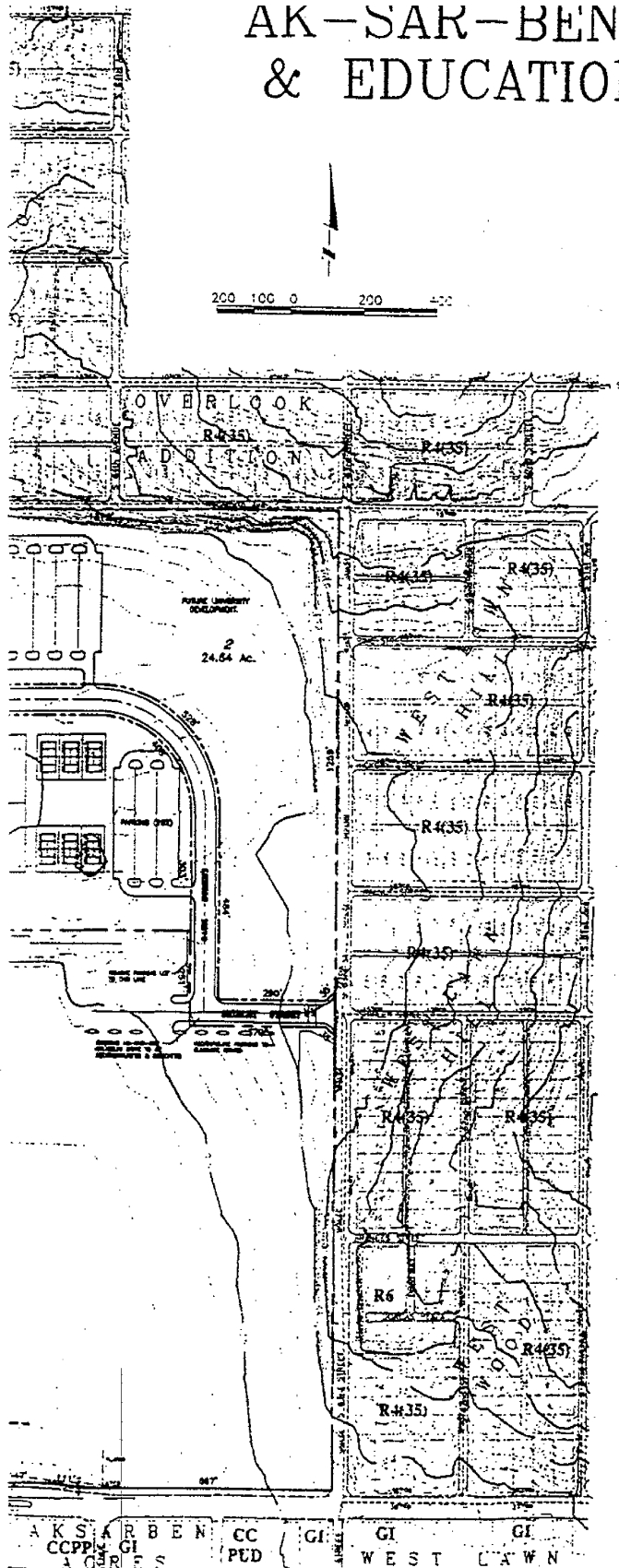
Note: Hours for 1998 Improvements (Pacific Street Widening and Pacific St. Bridge Widening) are based on both projects being constructed under one contract with a combined total of 100 working days.



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AK-SAR-BEN BUSINESS & EDUCATION CAMPUS



NOTES

Legal Description: Part Of Section 25, T15N, R12E

Property Owner: Douglas County Racing Corp.
Douglas County Recreation Corp.
6300 Shirley St.
Omaha, Nebraska 68106

Applicant: First Data Resources
11204 Chicago Circle
Omaha, Nebraska 68154

Engineer: Lamp, Rynearson & Associates, Inc.
14747 California Street
Omaha, Nebraska 68154

Total Area: 248.41 acres

Existing Zoning: GI, GI-FP, DR, DR-FP, & DR-PK

Proposed Zoning: MU

Proposed Lot Data:

Lot No.	Area, ac.	Proposed Ownership
1-3	71.12	UNO
4-8	60.38	First Data Resources
9	0.42	Papio-Missouri River NRD (For Trail Usage)
10-11	98.49	Douglas County Future Trust

LEGEND

---	30	Existing Water
---	2	Existing Gas
---	14"	Existing Sewers
---	8"	Existing Sewers to be Abandoned
---	36"	Proposed Sanitary
---	36"	Proposed Storm

PRELIMINARY PLAT

Job Number:
96096-1672
date:
7-96
drawn by:
PWB
checked by:
RC

lamp, rynearson & associates, inc.
engineers
14747 california street
omaha, nebraska 68154-1979
402-498-2498
FAX 402-498-2730

96096\DWG\96096PRE1



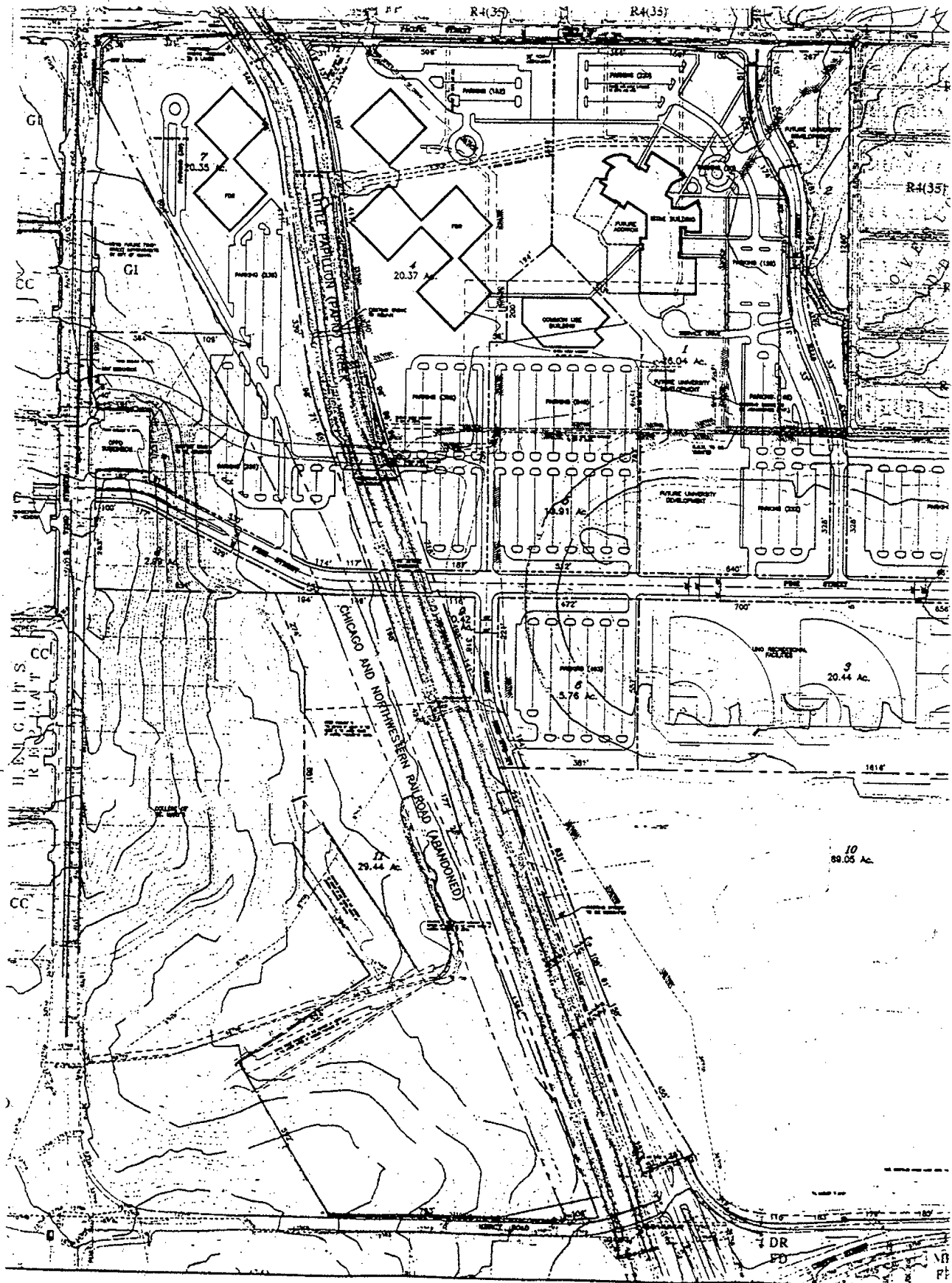


EXHIBIT B-1
1997 & 1998 IMPROVEMENTS - DESIGN
FEE SUMMARY

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Principal	151	\$120.00	\$18,120.00
Senior Project Manager	706	105.00	74,130.00
Senior Project Engineer	1164	78.00	90,792.00
Bridge Engineer	751	81.00	60,831.00
Project Engineer	874	45.00	39,330.00
Land Surveyor	40	71.00	2,840.00
Engineering Technician	1902	40.00	76,080.00
Field Survey Coordinator	9	50.00	450.00
Survey Crew	108	110.00	11,880.00
Clerical	245	34.00	8,330.00
Sub-Total - Hourly Charge Rates			\$382,783.00
Direct Non-Salary Costs			\$33,987.20
Geotechnical Consultant - Terracon			\$11,895.00
Traffic Consultant - HDR			\$38,957.60
Landscape Arch. Consultant - Ciaccio-Dennell			\$7,500.00
TOTAL			\$475,122.80

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EXHIBIT B-1
1997 & 1998 IMPROVEMENTS - DESIGN
ESTIMATED REIMBURSABLE EXPENSES

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Copies	1300	EA	\$0.12	\$156.00
Faxes	1	LS	200.00	200.00
Mileage	2000	MI	0.35	700.00
Specification Books	12	EA	45.00	540.00
Long Distance Telephone	1	LS	100.00	100.00
Bluelines(Approx. 10/sheet)	1400	EA	0.84	1,176.00
Plotted Sheets - Bond(Approx. 4/sheet)	560	EA	1.92	1,075.20
Plotted Sheets - Mylar	140	EA	6.00	840.00
T-1610	14	DAYS	100.00	1,400.00
Survey Supplies	1	LS	400.00	400.00
Postage & Delivery	1	LS	400.00	400.00
Computer	2700	HR	10.00	<u>27,000.00</u>
TOTAL				\$33,987.20

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EXHIBIT B-2
1997 IMPROVEMENTS - CONSTRUCTION ADMINISTRATION
FEE SUMMARY

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Principal	11	\$120.00	\$1,320.00
Senior Project Manager	45	105.00	4,725.00
Senior Construction Engineer	452	100.00	45,200.00
Senior Project Engineer	58	78.00	4,524.00
Bridge Engineer	104	81.00	8,424.00
Construction Engineer	59	46.00	2,714.00
Construction Observer	1709	48.00	82,032.00
Engineering Technician	54	40.00	2,160.00
Field Survey Coordinator	97	50.00	4,850.00
Survey Crew	342	110.00	37,620.00
Clerical	80	34.00	2,720.00
Sub-Total - Hourly Charge Rates			\$196,289.00
Direct Non-Salary Costs			\$13,424.00
TOTAL			\$209,713.00

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EXHIBIT B-2
1997 IMPROVEMENTS - CONSTRUCTION
ADMINISTRATION

ESTIMATED REIMBURSABLE EXPENSES

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Copies	1500	EA	\$0.12	\$180.00
Faxes	1	LS	100.00	100.00
Milage	8000	MI	0.35	2,800.00
Specification Books	15	EA	45.00	270.00
Long Distance Telephone	1	LS	50.00	50.00
Bluelines(Approx. 10/sheet)	750	EA	0.84	630.00
Plotted Sheets - Bond	75	EA	1.92	144.00
Plotted Sheets - Mylar	75	EA	6.00	450.00
TCM-1800	60	DAYS	100.00	6,000.00
Survey Supplies	1	LS	1,000.00	1,000.00
Postage & Delivery	1	LS	300.00	300.00
Computer	150	HR	10.00	<u>1,500.00</u>
TOTAL				\$13,424.00

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EXHIBIT B-2
1998 IMPROVEMENTS - CONSTRUCTION ADMINISTRATION
FEE SUMMARY

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Principal	11	\$126.00	\$1,386.00
Senior Project Manager	28	110.00	3,080.00
Senior Construction Engineer	350	105.00	36,750.00
Senior Project Engineer	70	82.00	5,740.00
Bridge Engineer	41	85.00	3,485.00
Construction Engineer	68	48.00	3,264.00
Construction Observer	1124	50.00	56,200.00
Engineering Technician	36	42.00	1,512.00
Field Survey Coordinator	87	53.00	4,611.00
Survey Crew	275	115.00	31,625.00
Clerical	58	36.00	2,088.00
Sub-Total - Hourly Charge Rates			\$149,741.00
Direct Non-Salary Costs			\$10,840.00
TOTAL			\$160,581.00

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EXHIBIT B-2**1998 IMPROVEMENTS - CONSTRUCTION
ADMINISTRATION****ESTIMATED REIMBURSABLE EXPENSES**

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Copies	1500	EA	\$0.12	\$180.00
Faxes	1	LS	100.00	100.00
Milage	6000	MI	0.35	2,100.00
Specification Books	15	EA	45.00	270.00
Long Distance Telephone	1	LS	50.00	50.00
Bluelines(Approx. 10/sheet)	650	EA	0.84	546.00
Plotted Sheets - Bond	75	EA	1.92	144.00
Plotted Sheets - Mylar	75	EA	6.00	450.00
TCM-1800	50	DAYS	100.00	5,000.00
Survey Supplies	1	LS	750.00	750.00
Postage & Delivery	1	LS	250.00	250.00
Computer	100	HR	10.00	1,000.00
TOTAL				\$10,840.00

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Schedule 1

EXHIBIT C
Page 1 of 2

March 24, 1997

LAMP, RYNEARSON & ASSOCIATES, INC.

HOURLY RATE SCHEDULE

Classification:	Hourly Rate
1. PRINCIPALS	
1001	\$ 95.00
1002 Ludwig, McMeekin	120.00
1003 Goos	142.00
1004 Kathol	147.00
2. ENGINEERS	
2001 Project Engineer I	\$40.00
2002 Project Engineer II	45.00
2003 Project Engineer III	48.00
2004 Project Engineer IV	55.00
2005 Senior Project Engineer I	59.00
2006 Senior Project Engineer II	66.00
2007 Senior Project Engineer III	69.00
2008 Project Manager	72.00
2009 Senior Project Engineer IV	78.00
2010 Senior Project Manager I	81.00
2011 Senior Project Manager II	86.00
2012 Senior Project Manager III	105.00
3. TECHNICIANS	
3001 Engineering Technician I	\$27.00
3002 Engineering Technician II	35.00
3003 Engineering Technician III	37.00
3004 Engineering Technician IV	40.00
3005 Senior Engineering Technician I	48.00
3006 Senior Engineering Technician II	55.00
4. OFFICE	
4001 Clerical I	\$23.00
4002 Clerical II	25.00
4003 Accounting Assistant	25.00
4004 Word Processor	34.00
4005 Computer Systems Manager	36.00
4006 Office Manager	37.00
4007 Accountant	53.00
5. SURVEY	
5001 Field Technician Apprentice	\$19.00
5002 Field Technician I	24.00
5003 Field Technician II	27.00
5004 Field Technician III	34.00
5005 Party Chief	43.00
5006 Land Surveyor I	47.00
5007 Land Surveyor II	53.00
5008 Land Surveyor III	59.00
5009 Senior Land Surveyor	71.00
5010 Survey Department Head	84.00
6. CONSTRUCTION OBSERVER	
6001 Observer I	\$28.00
6002 Observer II	35.00
6003 Observer III	38.00
6004 Observer IV	42.00
6005 Observer V	47.00
7. CONSTRUCTION ENGINEERS	
7001 Construction Engineer I	\$46.00
7002 Construction Engineer II	55.00
7003 Construction Engineer III	65.00
7004 Senior Construction Engineer	88.00

These charges include full compensation for payroll costs, general overhead, administration and anticipated profit on labor. Charges for items other than labor which are applicable to the project are listed on Schedule #2.

Personnel usually perform duties related to their classification; however, in the interest of efficiency, personnel with diversified experience may perform several types of work; in all cases, charges will be made according to payroll classification and not according to the type of work performed.



Schedule #2

EXHIBIT C

March 24, 1997

(Page 2 of 2)

LAMP, RYNEARSON & ASSOCIATES, INC.**MISCELLANEOUS CHARGES****A. SUBSISTENCE:**

Subsistence for employees away from headquarters shall be chargeable in accordance with the per diem schedule published by the Corps of Engineers (Travel Bulletin No. 91-01). (A copy will be provided upon request.)

B. TRANSPORTATION:

Automobile transportation shall be charged for at the rate of thirty-five cents (35¢) per mile for travel in connection with work on the project. Costs to Lamp, Ryneerson & Associates, Inc., for commercial travel shall be chargeable at the actual cost incurred by Lamp, Ryneerson & Associates, Inc.

C. MATERIALS:

All materials other than normal office supplies which are used by Lamp, Ryneerson & Associates, Inc., in connection with the rendering of services shall be chargeable at actual cost plus 15 percent to cover general overhead and administration.

D. REPRODUCTIONS:

All direct process reproduction work performed by Lamp, Ryneerson & Associates, Inc., shall be charged at the locally accepted commercial rate for such work. All outside photographic and direct-process reproduction costs advanced by Lamp, Ryneerson & Associates, Inc., in connection with the rendering of services shall be charged at actual cost plus 15 percent to cover general overhead and administration.

E. SPECIAL EQUIPMENT:

The following items of special equipment, when used by Lamp, Ryneerson & Associates, Inc., shall be charged for at the following rates:

Metrotech 810 Pipe Locator	25.00/Hr.	25.00 Min/Day
Electronic Measuring Equipment	7.50/Hr.	w/25.00 Min. - 50.00 Max/Day
Leica TCM Total Station	25.00/Hr.	100.00 Max/Day
GPS Equipment	62.00/Hr.	
H.P. Plotter	50/Plot	7.50 Min.
Computer/CADD Time	10.00/Hr.	5.00 Min.
Faxes	.25/Page Plus Any Long Distance Charge	

All of the above rates are exclusive of operator.
Specialty material exclusive of above Plotter Rates.

F. FILING FEES AND OTHER COSTS ADVANCED:

All filing or permit fees and other similar outside costs which are advanced or paid by Lamp, Ryneerson & Associates, Inc., shall be chargeable at actual cost plus 15 percent to cover general overhead and administration.

Periodically, this schedule may be revised and updated by Lamp, Ryneerson & Associates, Inc., who reserves the right to substitute the new miscellaneous charges schedule upon 30 days' notice.



**AK-SAR-BEN BUSINESS & EDUCATION CAMPUS
EXHIBIT D - PUBLIC IMPROVEMENTS SCHEDULE**

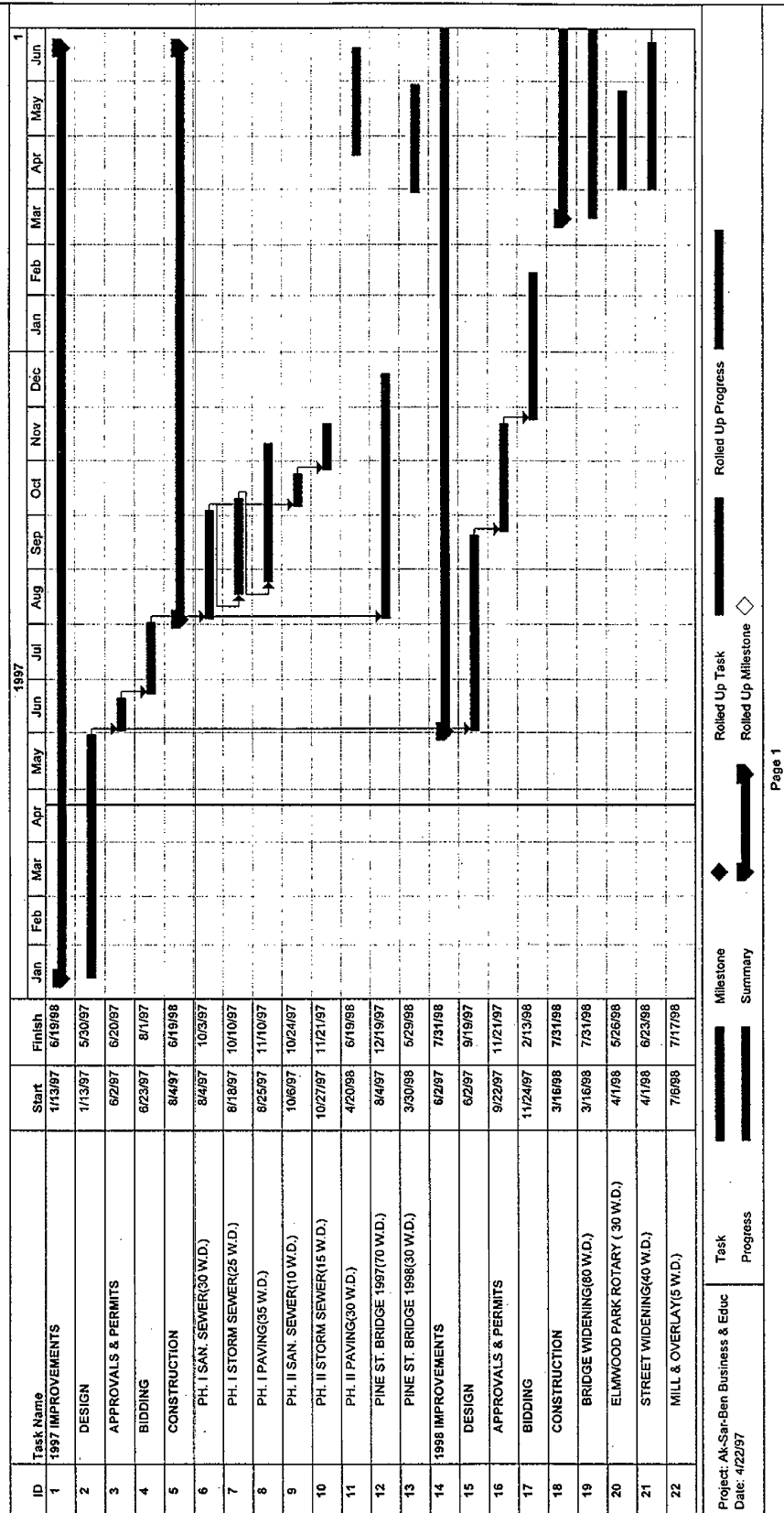


EXHIBIT "E"CERTIFICATE


The undersigned hereby certifies that he is the Secretary of Lamp, Rynearson & Associates, Inc., a Nebraska Corporation, and that, as such, has custody of the minute books of the Corporation. That by consent and agreement of the Board of Directors dated January 9, 1990, the following Resolution was unanimously adopted, to-wit:

"RESOLVED that D. Gary Kathol, President, be and hereby is, authorized to execute or approve on behalf of the Corporation, contracts for engineering services and architectural services incidental to engineering services to be rendered by the Corporation, or releases of claim or lien in connection with such services, and all contracts or releases, so executed or approved shall be binding upon the Corporation."

The undersigned further certifies that the foregoing Resolution has been spread in full upon the minutes books of the Corporation and is in full force and effect.

DATED 16 December, 1996.

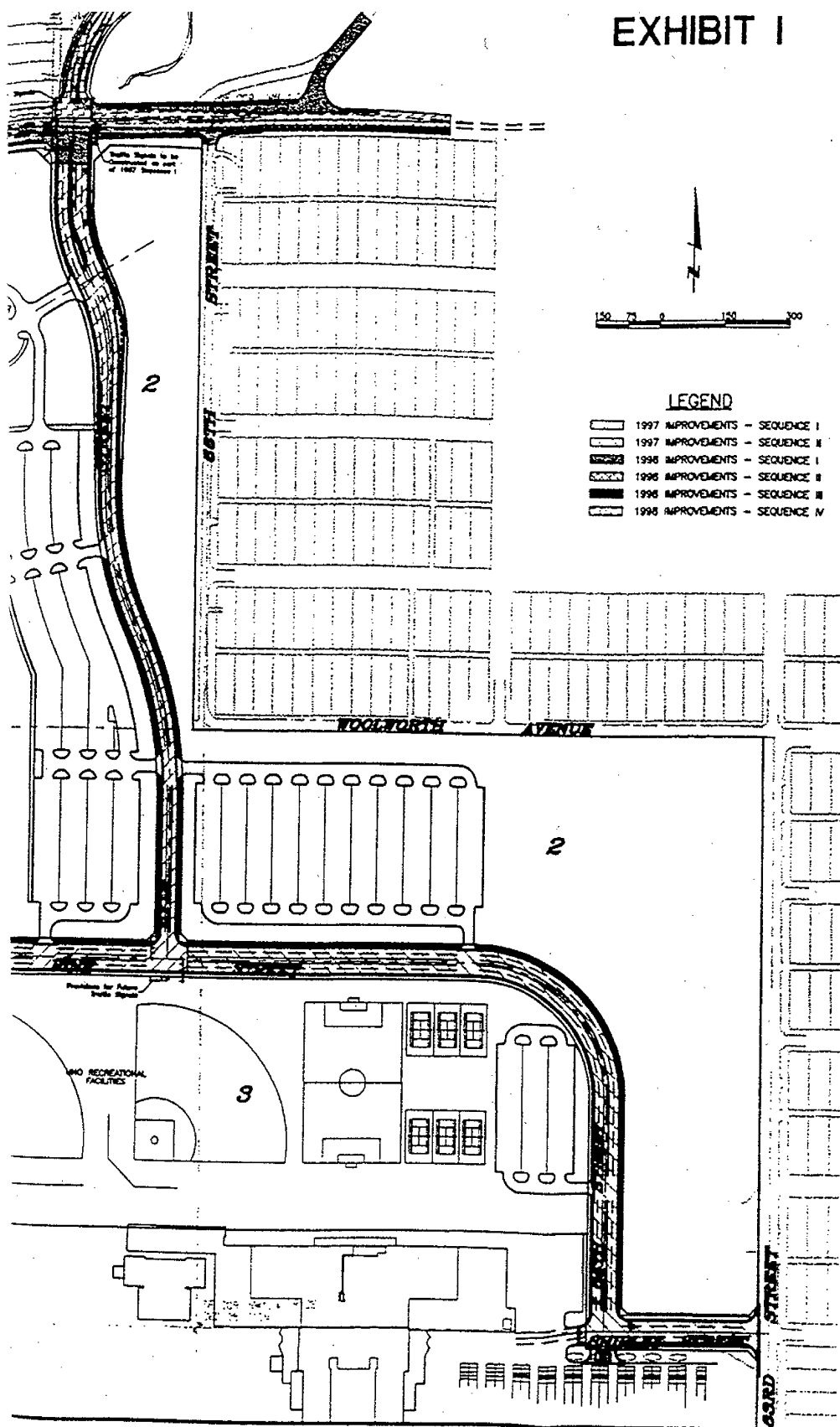
(CORPORATE SEAL)



Otto J. Ludewig, Secretary



EXHIBIT I



96096 DWG\9696PEX6

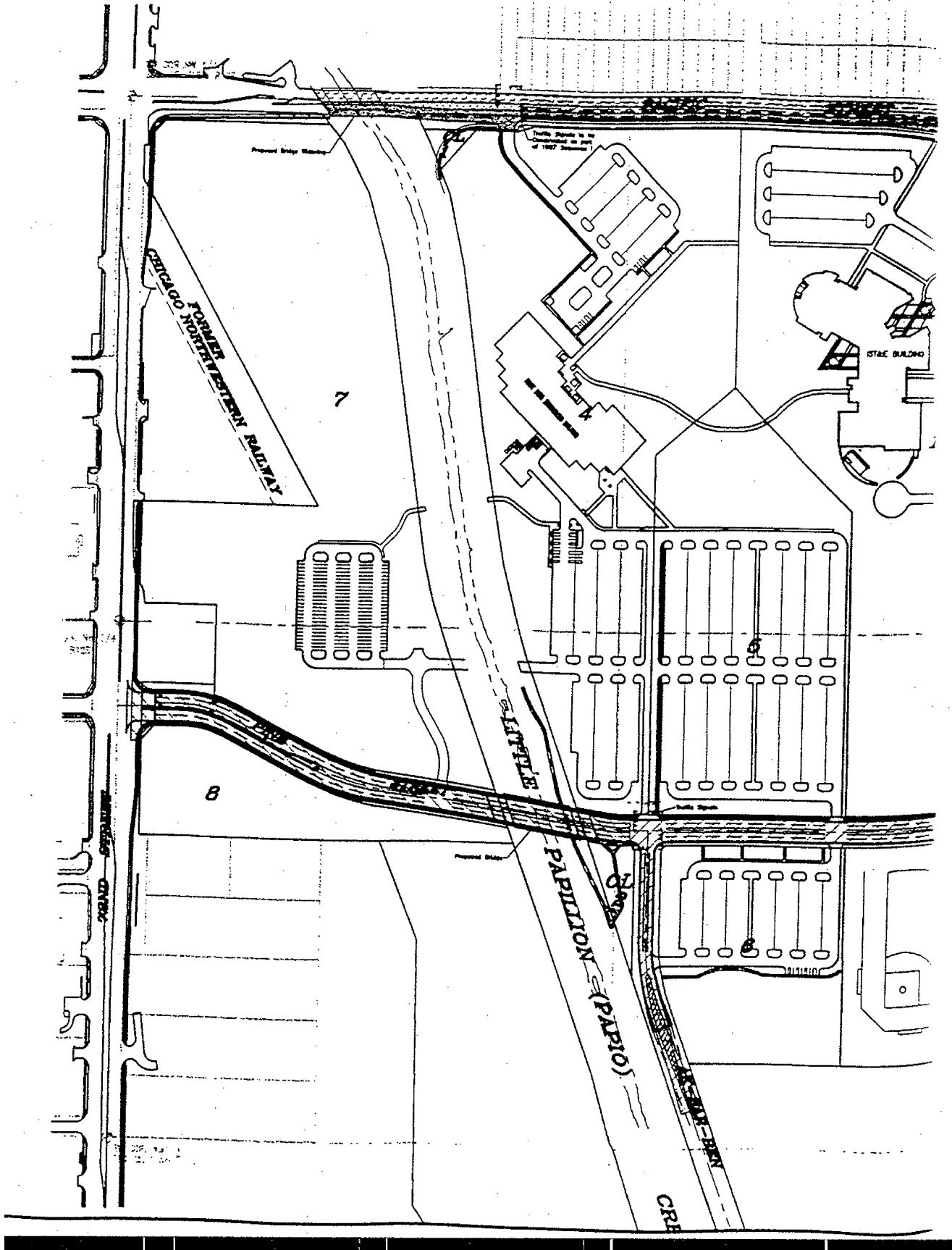


Lamp, Rynearson & Associates, Inc.
engineers
14747 California Street
Omaha, Nebraska 68164-1979
402-496-2498
FAX 402-496-2730

planners
surveyors

Job Number
96096-1678
date
04-08-97
drawn by
ARJ
designer
SNA

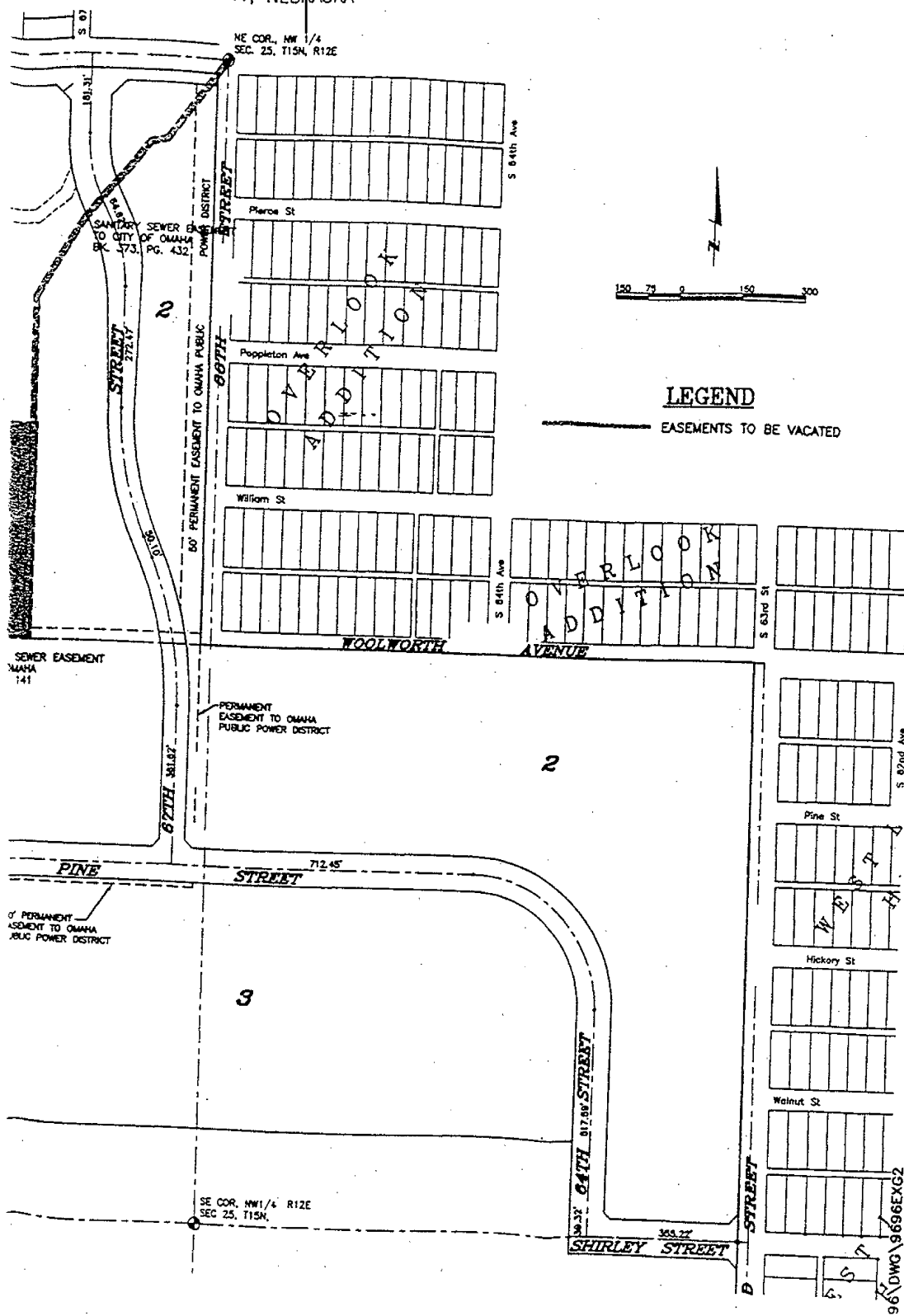
PUBLIC IMPROVEMENT
PHASING PLAN



EDUCATION CAMPUS

BEING A PLATTING OF PART OF
TH P.M., DOUGLAS COUNTY, NEBRASKA

EXHIBIT J



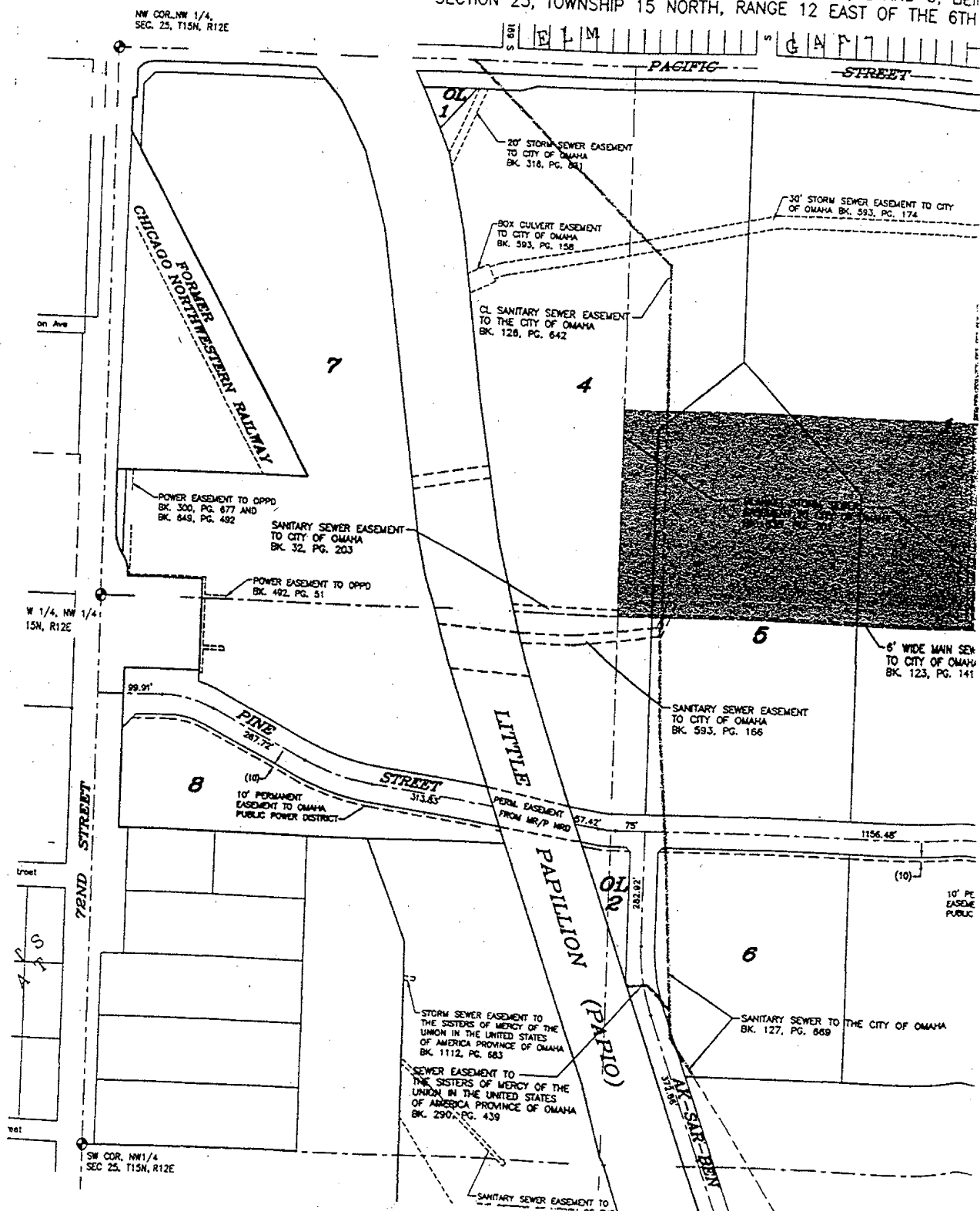
CITY EASEMENTS
TO BE VACATED

Job number
96096-1673
date
4-2-97
drawn by
PWB
checked by
RC

lamp, ryearson & associates, inc.
engineers, surveyors, planners
14747 california street
omaha, nebraska 68164-1070
FAX 402-490-2730
402-490-2496

AK-SAR-BEN BUSINESS & EL

LOTS 1 THROUGH 10, INCLUSIVE AND OUTLOTS 1, 2 AND 3, BEING
SECTION 25, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH



AK-SAR-BEN BUSINESS & ED.

LOTS 1 THROUGH 10, INCLUSIVE AND OUTLOTS 1, 2 AND 3, BEING
SECTION 25, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P

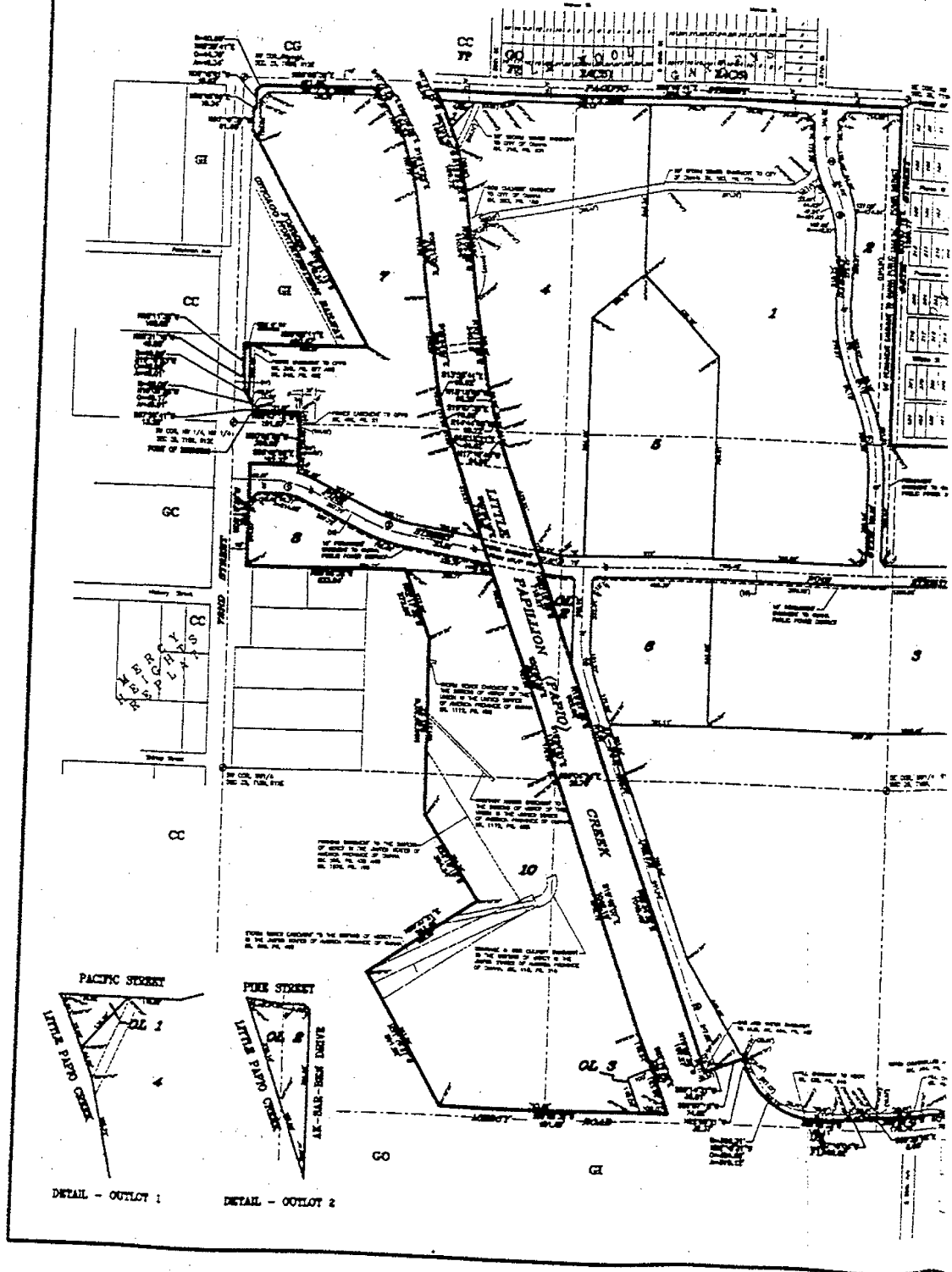


EXHIBIT "L"

**FDR/UNIVERSITY Mixed Use District
Purpose.**

The FDR/UNIVERSITY Mixed Use (MU) District is intended to provide office locations serving community and city wide needs. The MU District allows for relatively intense office and civic development, together with selected, complementary commercial uses integrated into such developments. Site development regulations are designed to ensure compatibility with adjacent or neighboring residential development.

Site Plan.

Lots 1-8 shall be generally developed in accordance with the Redevelopment Plan a/k/a site plan, which is attached hereto as Exhibit 6 and by this reference incorporated herein. It is intended that this Redevelopment Plan be a general schematic of the development. The Redevelopment Plan may be modified provided that such modifications conform to these standards. Lots 9-10 are currently developed. The District regulators are based on existing uses and site improvements. Changes to Lots 9-10 will be subject to the approval process in Section 55-564, OMC.

Permitted Uses.

The following use types, as defined in Chapter 55, OMC, are permitted in the FDR/UNIVERSITY phases (Lots 1-8).

(a) Residential Uses:

Duplex Residential
Two Family Residential
Townhouse Residential
Multiple Family Residential
Group Residential

(b) Civic Uses:

Administrative Services
College and University Facilities
Community Recreation
Cultural Services
Day Care (Limited)
Day Care (General)
Guidance Services
Hospital Services (Limited)
Local Utility Services
Park and Recreation Services
Postal Facilities
Primary Education Facilities
Recreational Clubs
Religious Assembly
Safety Services
Secondary Educational Facilities
Social Club

POOR COPY



(c) Office Uses:

Financial Services
General Offices
Medical Offices

(d) Commercial Uses:

Building Maintenance Services
Business Support Services
Business or Trade School
Communication Services
Consumer Convenience Services
Consumer Repair Services
Food Sales (Convenience)
Food Sales (General)
Food Sales (Limited)
General Retail Sales
Hotel/Motel
Indoor Entertainment
Indoor Sports and Recreation
Liquor Services Associated with Permitted Uses
Outdoor Sports and Recreation
Personal Improvement Services
Personal Services
Research Services
Restaurant (Limited)
Restaurants (General)

(e) Parking Uses:

Parking Structure
Surface Parking

(f) Miscellaneous Uses:

Broadcasting Tower
Wind Energy Conservation System

(g) Transportation Uses:

Transportation Terminal

(h) Industrial Uses:

Custom Manufacturing
Light Industry

The following use types, as defined in Chapter 55, OMC, are permitted in the Future Trust (Lots 9-10).

(a) Residential Uses:

Group Residential

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(b) Civic Uses:

Administrative Services
 Cemetery
 College and University Facilities
 Community Recreation
 Convalescent Services
 Cultural Services
 Day Care (Limited)
 Local Utility Services
 Major Utility Services
 Park and Recreation Services
 Primary Education Facilities
 Recreational Clubs
 Religious Assembly
 Safety Services
 Secondary Educational Facilities
 Social Club

POOR COPY

(c) Office Uses:

Financial Office
 General Office

(d) Commercial Uses:

Campground
 Indoor Sports and Recreation
 Outdoor Entertainment
 Outdoor Sports and Recreation
 Public Assembly

(e) Miscellaneous Uses:

Broadcasting Tower

The following use types as defined in Chapter 55, OMC, are permitted within the Little Papillion Creek (Outlots 1, 2, and 3)

(a) Civic Uses:

Park and Recreation Services

The Future Trust (Arboretum) property will be zoned DR-Development Reserve, with a special use permit to allow a golf course. Any changes in use or improvements on this property will be subject to compliance with Chapter 55, OMC.

Site Development Regulations.

Each lot in the FDR/UNO Mixed Use District shall be subject to the following site development regulations:



<u>Regulator</u>	<u>Requirement</u>
Lot Area	5,000 sq. ft. minimum
Lot Width	50 ft. minimum
Floor Area Ratio	1.5 maximum
Front Yard	25 ft. minimum
Street Side Yard	15 ft. minimum
Interior Side Yard	none
Rear Yard	none
Height	120 ft. maximum; 45 ft. maximum where building is within 100 ft. of any lot zoned R5 or below
Building Coverage	60 percent maximum
Impervious Coverage	80 percent maximum

POOR COPY

Parking and Loading

Parking for the project shall be in accordance to the Parking Plan, Exhibit __, attached hereto and made a part hereof. The parking shall meet the minimum requirements of the provisions of the Omaha City Code, Chapter 55, Article 14, Off-Street Parking and loading.

Floor Area Bonus for Parking Structures.

This section is intended to encourage the project to incorporate some or all of their off-street parking within the exterior walls of the project or in parking structures adjacent to and connected with the project.

(a) Eligible Methods for Providing Off-Street Parking

Off-street parking may be incorporated into a project as follows to qualify for the floor area bonus:

- (1) Inclusion of one or more off-street parking levels within the exterior walls of one or more primary structures of the project.
- (2) Construction of a parking structure on the same or an adjacent site to the project or, if not adjacent, connected to the project by a specifically designated pedestrian path.

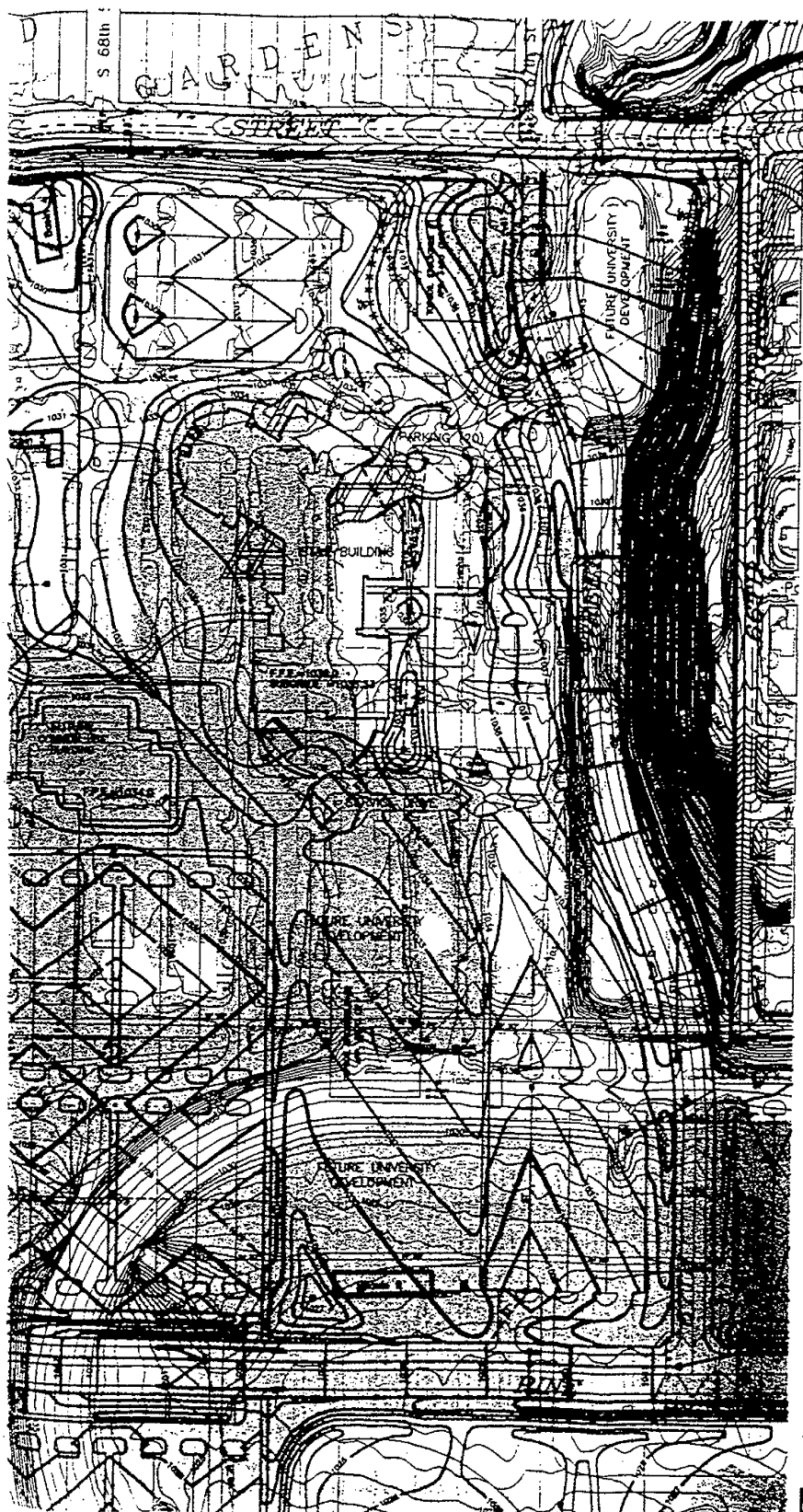
(b) Floor Area Bonus

By providing all or part of its off-street parking requirement in accordance with Section 55-734, OMC, any lot shall receive an increase in its permitted floor area ratio, as set forth as follows:

**FLOOR AREA BONUS
FOR PARKING STRUCTURES**

Percentage of required off-street parking provided within project or in an eligible parking structure	Bonus as a percentage increase in permitted Floor Area Ratio
10-30%	20%
31-50%	40%
50-75%	80%
76-100%	100%

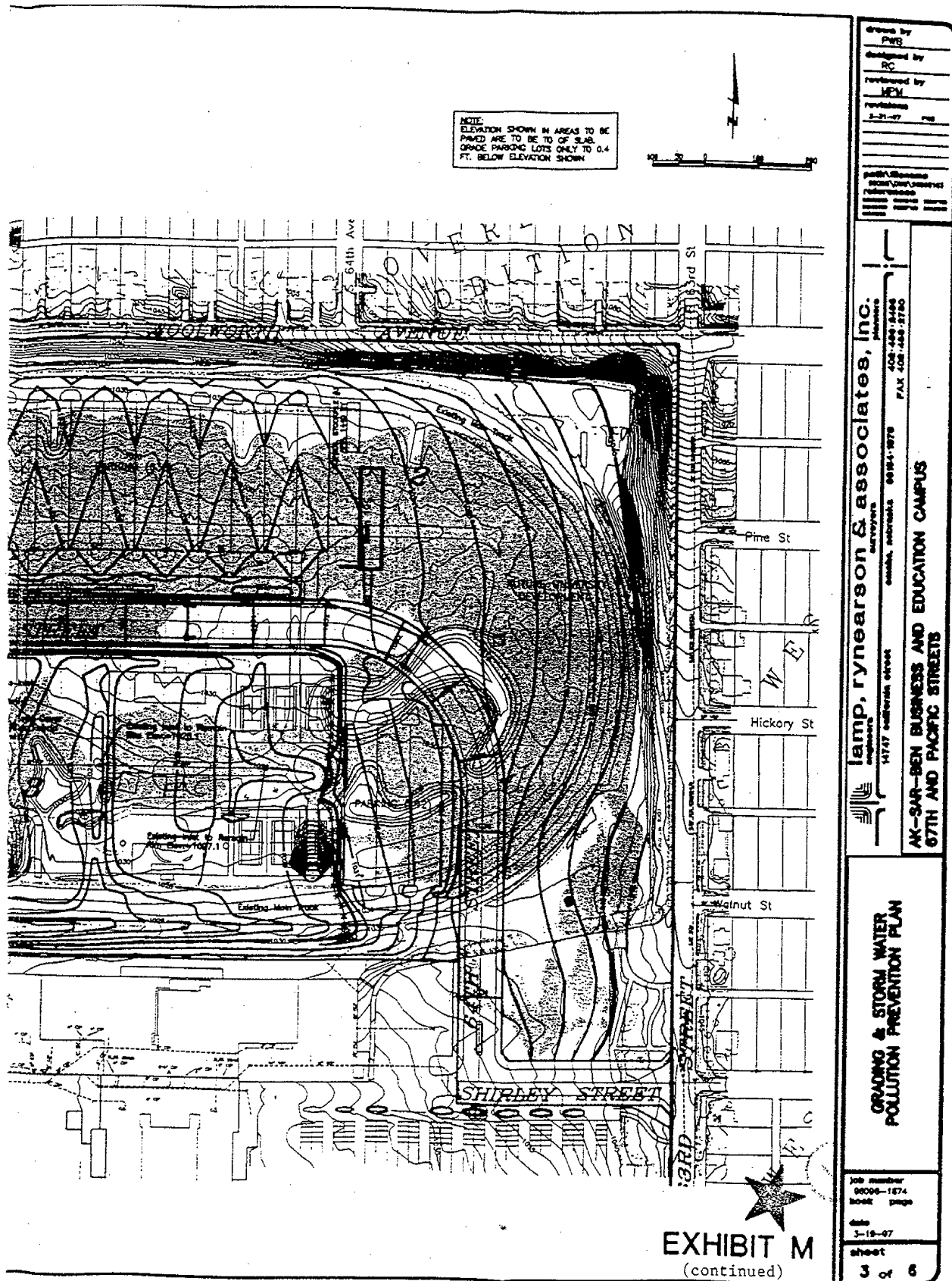




NOTE
ELEVATION SHOWN IN AREAS TO BE
PAVED ARE TO BE TO OF SLAB.
BRICK PAVING LOTS ONLY TO 0.4
FT. BELOW ELEVATION SHOWN

CRACKING & STORM WATER POLLUTION PREVENTION PLAN	
Job number 00004-1674 book page date 3-19-97 sheet	lamp. rynearson & associates, inc. engineers 14747 CALIFORNIA STREET OAKLAND, CALIFORNIA 94616-8770 PHONE 415 438 2743 FAX 415 438 2745 AK-SAR-BEN BUSINESS AND EDUCATION CAMPUS 67TH AND PACIFIC STREETS
drawn by PWB designed by RC reviewed by JEM 3-19-97	

EXHIBIT M



Drawn by PWS	
Designed by RC	
Reviewed by HFM	
Revision 3-19-97	
Project Location AK-SAR-BEN BUSINESS AND EDUCATION CAMPUS 67TH AND PACIFIC STREETS	
Job Number 00008-1874	
Date 3-19-97	
Sheet 3 of 6	
Lamp, Rynearson & Associates, Inc. 14747 SOUTHWEST AVENUE SUITE 100 DENVER, COLORADO 80231-1874 TEL: 303-440-1448 FAX: 303-440-3780	

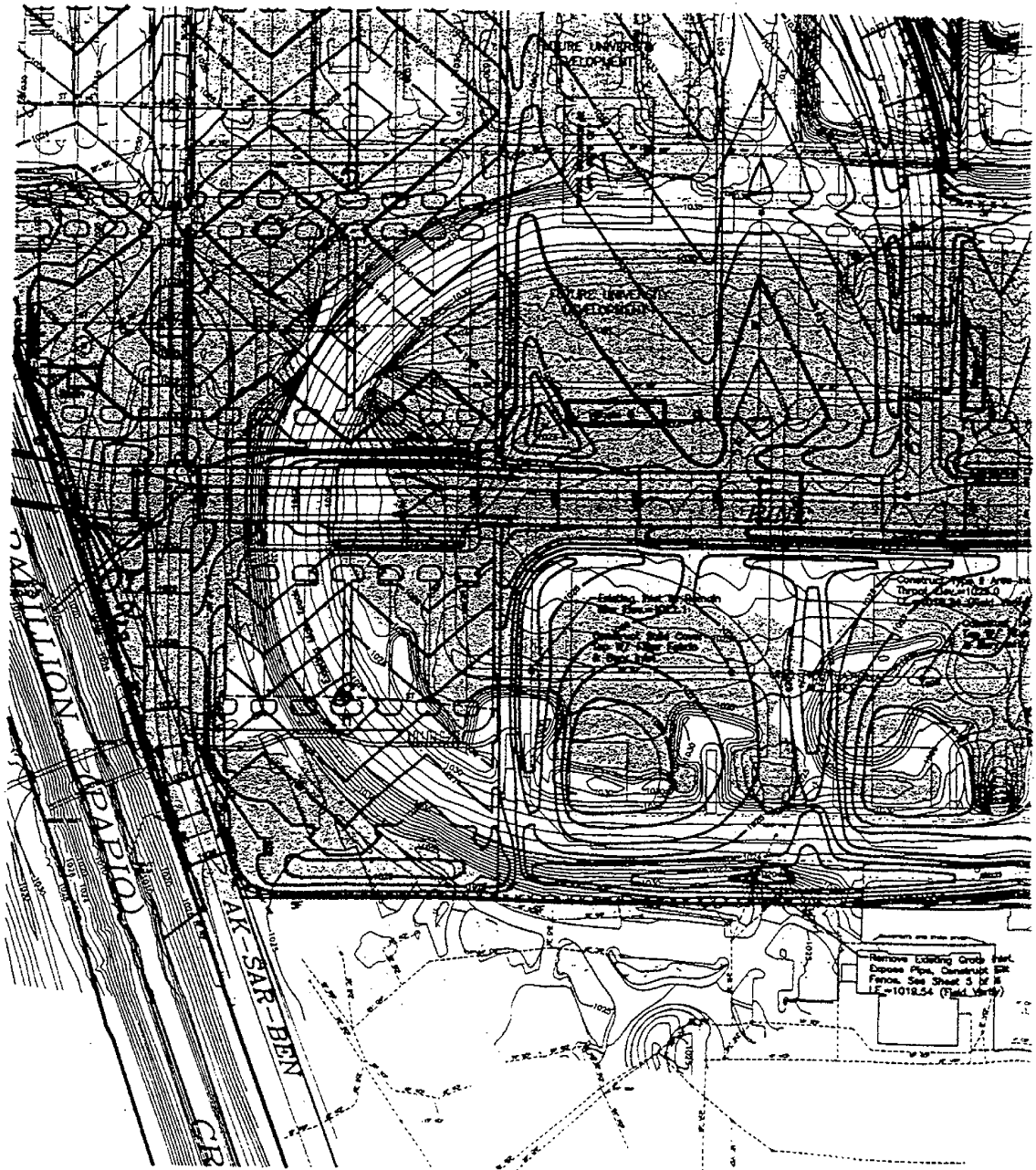


EXHIBIT N**BREAKDOWN OF ESTIMATED CITY OF OMAHA GRADING COSTS
ASSOCIATED WITH CONSTRUCTION OF PUBLIC STREETS**

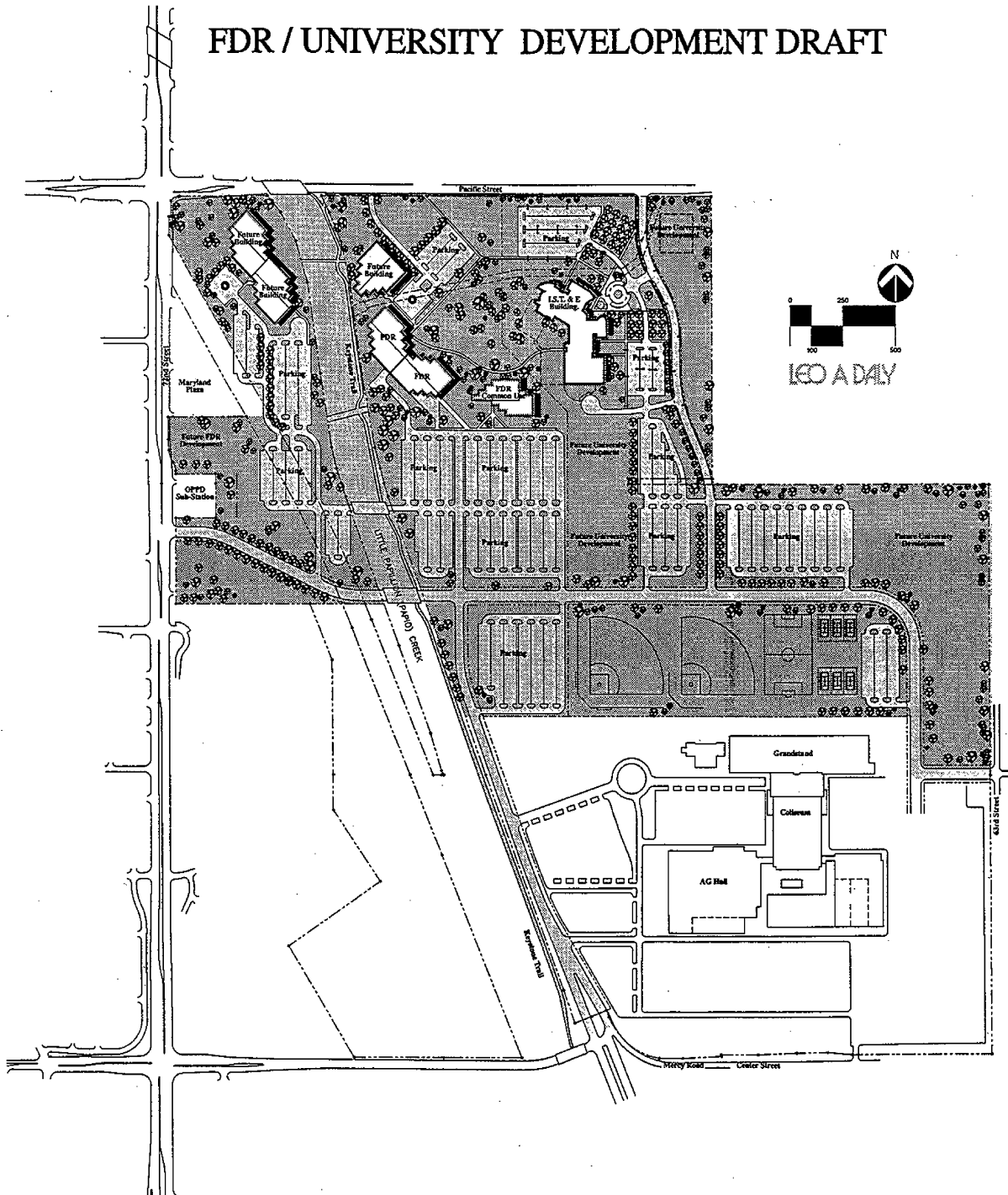
<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Common Earth Excavation	42,000	CY	\$1.40	\$58,800.00
2	Haul-In Fill	104,000	CY	5.10	530,400.00
3	Remove Unsuitable Material	3,000	CY	8.00	24,000.00
4	Place Surcharge - Pine St. Bridge Abutment	4,900	CY	1.40	6,860.00
5	Remove Surcharge - Pine St. Bridge Abutment	4,900	CY	1.40	6,860.00
SUB-TOTAL					\$626,920.00
ESTIMATED ENGINEERING & TESTING COSTS (30% of Total Engineering & Testing Costs)					53,700.00
GRADING CONTRACTOR BOND COSTS					4,650.00
TOTAL					\$685,270.00

04/29/97



EXHIBIT "O"

FDR / UNIVERSITY DEVELOPMENT DRAFT



When recorded return to
Public Works/ROW Sect.

**PERMANENT EASEMENT
DONATION
(CORPORATION)**

City of Omaha, Nebraska
Public Works Department
Design Division
R-O-W Section

FOR OFFICE USE ONLY	
Project:	«ProjName»
City Proj. No.:	«ProjNo»
Tract No.:	«Tract»
Address:	«Address» Omaha, Nebraska 681

KNOW ALL MEN BY THESE PRESENTS:

THAT «Owner», hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum One and 00/100 dollars (\$1.00) and for the sole consideration of the City of Omaha constructing «ProjName» on the property described below; does hereby donate, grant and convey unto the *City of Omaha, Nebraska, a Municipal Corporation*, hereinafter referred to as CITY, and to its successors and assigns, a permanent easement for the right to construct, maintain and operate a sewer (either for storm or sanitary purposes), drainage structure, and/or drainage way, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer, drainage structure, and/or drainage way at the will of the CITY. The GRANTOR may, following construction of said sewer, drainage structure, and/or drainage way continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, ~~no any grading, fill or fill material, or on bankment work~~ shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which ~~may~~ ^{will} be approved by CITY include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
- 2) That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
- 4) That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 5) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this permanent easement to said CITY and its assigns against the lawful claims and demands of all persons.* This permanent sewer easement runs with the land.
*arising by, through, or under the GRANTOR.
- 6) That said permanent sewer easement is granted upon the condition that the CITY may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.

EX "P" Pg 1 OF 4



PERMANENT SEWER EASEMENT

Page Two (2)

«Owner»

Tract No. «Tract»

- 7) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein (if applicable);
- 8) The undersigned wish(es) to donate a permanent sewer easement to the City of Omaha, Douglas County, Nebraska, a Nebraska corporation, for public use.
- 9) The undersigned was informed of the right to have said land appraised and a written offer to purchase made for said permanent sewer easement right, and have by their voluntary act and deed waived these rights.

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) (the said Corporation has no Corporate Seal) and these presents to be signed by its respective officers this ____ day of _____, 19 ____.

«Owner»

(Name of Corporation)

(Federal I.D. No.)

PRESIDENT or AUTHORIZED OFFICER:

ATTEST:

(Name and Title)

(Name and Title)

(Corporate Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

On this _____ day of _____, 19 ____, before me, a Notary Public
 in and for said County, personally came _____

(Name)

(Title)

of «Owner»

(Name of Corporation)

a _____ Corporation, and, _____

(State)

(Name)

(Title)

of said Corporation, to me personally known to be the respective officers

of said corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.

NOTARY PUBLIC

Notary Seal

EX. "P" Pg 2 of 4



**TEMPORARY CONSTRUCTION EASEMENT
(DONATION)
CORPORATION**

City of Omaha, Nebraska
Public Works Department
Design Division
R-O-W Section

FOR OFFICE USE ONLY	
Project:	
City Proj. No.:	
Tract No.:	
Address:	Omaha, Nebraska 681

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One and 00/100 dollars (\$1.00) and for the sole consideration of the City of Omaha constructing a _____ on the property described below; does hereby donate, grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to enter upon and use for working space for the construction of _____ and appurtenances thereto, the parcel of land described as follows, to-wit:

**SEE ATTACHED EXHIBIT "A"
TEMPORARY EASEMENT LEGAL DESCRIPTION**

It is further agreed as follows:

- 1) That this easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary construction easement not to exceed _____ year or _____ calendar days from the date construction begins.
- 2) That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens and lawns within the easement area as necessary for construction with the following exceptions: None.
- 3) That the CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the area disturbed under this easement to be restored upon completion of construction. This temporary easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the City of Omaha in any of said construction work.
- 4) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, including public utility companies and their assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators, shall warrant, and defend this temporary easement to said CITY and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons.*
*arising by, through, or under the GRANTOR.
- 5) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Permanent Easement or Acquisition if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.
- 6) The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.
- 7) The undersigned wish(es) to donate a temporary construction easement to the City of Omaha, Douglas County, Nebraska, a Nebraska corporation, for public use.
- 8) The undersigned was informed of the right to have said land appraised and a written offer to purchase made for said temporary construction easement right, and have by their voluntary act and deed waived these rights.

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TEMPORARY CONSTRUCTION EASEMENT
Page 2

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) (the said Corporation has no Corporate Seal) and these presents to be signed by its respective officers this _____ day of _____, 19 _____.

(Federal I.D. No.)

(Name of Corporation)

(Name and Title)

ATTEST:

(Corporate Seal)

(Name and Title)

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 19 _____, before me, a Notary Public in and for said County, personally came _____,

(Name)

_____, of _____,

(Title)

(Name of Corporation)

a _____ Corporation, and, _____,

(State)

(Name)

_____, of said Corporation, to me personally known to be the respective

(Title)

officers of said corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.

NOTARY PUBLIC

My Commission expires _____

EX. "P" Pg 4 OF 4



EXHIBIT "Q"

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee applicant for employment because of race, religion, color, sex, national origin, or disability as defined by the Americans With Disabilities Act of 1990 and Omaha Municipal Code 13-82. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. The Contractor shall take all actions necessary to comply with the Americans With Disabilities Act of 1990 and Omaha Municipal Code (Chapter 13) including, but not limited to, reasonable accommodation. As used herein, the word "treated" shall mean and include, without limitation, the following: Recruited, whether advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or disability as recognized under 42 USCS 12101 et seq.
- (3) The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Clause of the City and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor shall furnish to the contract compliance officer all Federal forms containing the information and reports required by the Federal government for Federal contracts under Federal rules and regulations, and including the information required by Sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the Contract Compliance Officer shall be those which are related to Paragraphs (1) through (7) of this subsection and only after reasonable notice is given the Contractor. The purpose for this provision is to provide for investigation to ascertain compliance with the program provided for herein.
- (5) The Contractor shall take such actions with respect to any subcontractor as the City may direct as a means of enforcing the provisions of Paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event the Contractor becomes involved in or is threatened with litigation as the result of such directions by the City, the



City will enter into such litigation as necessary to protect the interests of the City and to effectuate the provisions of this division; and in the case of contracts receiving Federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

- (6) The Contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the Contractor in the same form and to the same extent as required by the Federal government for Federal contracts under Federal rules and regulations. Such compliance reports shall be filed with the Contract Compliance Officer. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and his subcontractors.
- (7) The Contractor shall include the provisions of Paragraphs (1) through (7) of this Section, "Equal Employment Opportunity Clause", and Section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

P:PLN2\STORED\EEOC.FMT

