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REGISTER OF DEEDS
DOUGLAS COUNTY, NE



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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE AK-SAR-BEN - BUSINESS & EDUCATION CAMPUS
OMAHA, DOUGLAS COUNTY, NEBRASKA**

KNOW ALL PERSONS BY THESE PRESENTS:

That AK-SAR-BEN FUTURE TRUST, a Nebraska nonprofit corporation ("**Future Trust**") and FIRST DATA RESOURCES INC., a Delaware corporation authorized to do business in Nebraska ("**FDR**"), being all of the present owners of the fee simple interests, or of legal or equitable interests, in contiguous tracts of real estate which together formerly constituted a portion of the premises of The Knights of AK-SAR-BEN in the County of Douglas, State of Nebraska, have established a general plan for the improvement and development of such real estate, and such parties hereby declare that all of such real estate shall be subject to the covenants, conditions, reservations, and restrictions set forth herein.

The real property affected by this Declaration consists of three separate tracts of real estate presently owned by certain of the parties hereto, i.e. the "**Future Trust Property**", the "**University Property**" and the "**FDR Property**", each of which is identified and legally described on Exhibit "A" attached hereto and incorporated herein by this reference, and all of which is hereinafter collectively referred to as the "**Ak-Sar-Ben Property.**" The location and boundaries of each of such tracts within the Ak-Sar-Ben Property (the "**Tracts**") are shown on the subdivision plat attached hereto as Exhibit "B" and incorporated herein by this reference (the "**Plat**"). The parties hereto acknowledge and agree that the Ak-Sar-Ben Property does not include the property owned by Future Trust which is located south of Mercy Road and commonly known as the "Arboretum Property," and that this Declaration shall not apply to the Arboretum Property.

The Ak-Sar-Ben Property is a part of a Redevelopment Project pursuant to the Community Development Law (Neb.Rev.Stat. § 18-2101, et.seq.). Each and every one of these covenants, conditions, reservations, and restrictions is for the benefit of each owner of any land within the Ak-Sar-Ben Property and shall inure to and pass with each and every Tract, or any parcel, lot or site thereof and shall bind the respective assigns and successors in interest of the present owners (whether such successor owners acquire such property by grant, gift, foreclosure, deed in lieu of foreclosure, or otherwise). These covenants, conditions, reservations, and restrictions are each imposed upon the Tracts, and are all to be construed as restrictive covenants running with the Ak-Sar-Ben Property and with each and every part thereof:

1. PERMITTED USES.

Subject to the remaining provisions of this Declaration, each Tract may only be used for the following designated uses (the "**Permitted Uses**") and may be used for no other purpose:

(a) The FDR Property. The FDR Property may be used for the construction and operation of business office space, laboratories and research and development facilities, education and training facilities, computer facilities, support services (including food service, convenience retail sales, book sales, day-care, fitness facilities and meeting facilities), maintenance facilities, and associated power generation facilities, storage space, surface and multi-level garage parking and access roadways for motor vehicles (including shuttle busses, trams or other such services), pedestrian walkways, pedestrian links (whether open or enclosed) between buildings and between buildings and parking facilities both inside and outside the FDR Property, and uses ordinarily incident to the operation of a permitted principal use.

(b) The University Property. The University Property shall only be used for the construction and operation by the University of Nebraska (the "**University**") for: (i) educational purposes of the "Omaha Institute of Information Science, Technology and Engineering," together with related office space, laboratories, research and development facilities and computer facilities, (ii) other University purposes and facilities, including, but not limited to, academic buildings, student housing and recreational facilities, athletic fields, maintenance facilities, motor vehicle pool facilities (as such term is defined in Section 3(d)(iv) below), surface and multi-level garage parking and access roadways for motor vehicles (including shuttle busses, trams or other services providing conveyance in the Ak-Sar-Ben Property and to other University campuses and facilities), pedestrian walkways, pedestrian links (whether open or enclosed) between buildings and between buildings and parking facilities both inside and outside the University Property, and uses ordinarily incident to the operation of a permitted principal use.

(c) The Future Trust Property. The Future Trust Property shall only be used for: (i) charitable outdoor or indoor entertainment, sports, recreational and educational activities consistent with the charitable purposes of Future Trust as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provisions of any future Federal Tax Code; or if repealed, then according to the provisions thereof last in effect) and otherwise consistent with facilities and uses in place as of the filing of this Declaration; and (ii) business office space, support services (including food service, convenience retail sales, day-care, fitness facilities and meeting facilities) maintenance facilities, storage space, surface and multi-level

garage parking and access roadways for motor vehicles (including shuttle buses, trams, or other such services), pedestrian walkways, pedestrian links (whether open or enclosed) between buildings and between buildings and parking facilities both inside and outside the Future Trust Property, and uses consistent with the use of the FDR Property and ordinarily incident to the operation of a permitted principal use; provided, however:

(i) Notwithstanding the prohibition of any form of gambling within the Ak-Sar-Ben Property as provided in Section 2(c) of this Declaration, an expressly permitted use on the Future Trust Property shall be the operation of existing Keno and simulcast operations conducted: (a) in substantially the same manner in which they are operated as of the date of the filing of this Declaration, (b) only in the locations in which they are operated as of the date of filing of this Declaration, and (c) only to the extent necessary to satisfy existing obligations of Douglas Racing Corp., a Nebraska non-profit corporation ("**RaceCo**"), Douglas Recreation Corp., a Nebraska non-profit corporation ("**RecCo**"), The County of Douglas Nebraska, a public body corporation (the "**County**") and/or The Knights of Ak-Sar-Ben, a Nebraska nonprofit corporation (the "**Knights**") under existing leases; provided, however, that Future Trust may execute one or more new leases with the Nebraska Horsemen's Benevolent and Protective Association for the continuation of existing Simulcast operations in substantially the same manner in which they are operated as of the date of filing of this Declaration, only in existing locations, and for a term not to exceed the duration of existing Keno obligations under existing leases as set forth above. In no event, however, shall any Keno or Simulcast operations be permitted in or on the Future Trust Property after May 1, 1999. Notwithstanding the foregoing, upon the request of the owner of the Future Trust Property, FDR will consider in good faith the granting of its consent to an extension beyond May 1, 1999 of such existing Keno and Simulcast operations, if FDR determines in its reasonable judgment that such extension will not adversely affect FDR's use of the FDR Property or its operations thereon.

(ii) Pursuant to the terms and conditions of the Donation Agreement between FDR and the University (the "**Donation Agreement**") the Grandstand located on the Future Trust Property adjacent to the south boundary line of the University Property (the "**Grandstand**") and the open space located between the Grandstand and the south boundary line of the University Property (as well as such portions of the University Property adjacent thereto as the University may allow from time to time, in its sole discretion) may be used for outdoor entertainment, sports, recreational and educational purposes as provided in the Donation Agreement; provided, however, that

such Grandstand and open space may not be used by the owner of the Future Trust Property for any such uses between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, exclusive of holidays recognized by FDR; and provided further, however, that any use of such Grandstand or open space by the University shall be subject to the conditions of the Donation Agreement. Security, maintenance and clean-up relating to any such event shall be the responsibility of the owner of that portion of the Future Trust Property upon which the Grandstand is located and shall be paid for as agreed to by the then-owners of the Future Trust Property and the University Property. Unless otherwise agreed to in writing, all parking for such events shall be permitted on the Future Trust Property only.

(d) Transfer of Property. In the event any portion of the University Property or of the Future Trust Property is transferred or conveyed to FDR or to any subsequent owner of any portion of the FDR Property, then the permitted uses for the FDR Property shall likewise apply to the property so conveyed. In the event that any portion of the FDR Property or the Future Trust Property is transferred or conveyed to the University, the permitted uses for the University Property shall likewise apply to the property conveyed.

(e) Mixed Use Zoning District. The Permitted Uses set forth herein are intended to be additional restrictions upon the use of the Ak-Sar-Ben Property and are not intended to amend or modify in any manner the uses permitted under the mixed use zoning district applicable to the Ak-Sar-Ben Property, as such mixed use district may be modified from time to time. Any use proposed for any Tract must be an allowed use under the mixed use zoning district as well as a Permitted Use hereunder for such use to be implemented as any Tract. Any amendment to the Permitted Uses shall not be deemed to change or modify in any manner the allowed uses under the mixed use district applicable to the Ak-Sar-Ben Property.

2. PROHIBITED USES AND IMPROVEMENTS.

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

(b) Nuisances. No noxious weeds or underbrush shall be permitted to grow or remain upon any property in any Tract, and no refuse pile, construction debris, unused motor vehicle, or other private nuisance of any kind shall be allowed to be placed or to remain anywhere on any Tract. In the event that an owner of any property within any Tract shall fail or refuse to keep such property free from any such private nuisance, a representative

designated by the Architectural Review Committee (the "**Designated Representative**") may enter upon such property and remove the same at the expense of the owner of such property, and such entry shall not be deemed a trespass.

(c) Gambling. No gambling or wagering of any kind shall be permitted within the Ak-Sar-Ben Property, except as may be expressly permitted under Section 1(c)(i) of this Declaration.

(d) Temporary Buildings. No temporary buildings, trailers, manufactured homes or other structures, mobile homes or structures, modular facilities or other similar structures shall be allowed on any Tract, except that, with the prior approval of the Architectural Review Committee in connection with an approved construction plan, construction trailers and related temporary facilities may be permitted on a Tract as reasonably required by construction contractors then engaged in constructing improvements on the Tract. Notwithstanding the foregoing, temporary structures erected in connection with fairs and festivals traditionally held at the Future Trust Property, such as the Douglas County Fair, Septemberfest, and Santa Lucia Festival (collectively, "**Traditional Events**"), may be placed on the Future Trust Property without the approval of the Architectural Review Committee; provided, however, that: (i) such structures shall not be left in place more than is reasonably necessary for the purposes of such fair or festival; (ii) such structures shall be maintained in a neat and attractive condition; and (iii) the owner of the Future Trust Property shall provide notice to the owner of the FDR Property not less than thirty (30) days in advance of the commencement of such fair or festival.

(e) Miscellaneous. No fireworks, refuse collection or drop-off points (other than refuse collection facilities for buildings within the Ak-Sar-Ben Property which comply with the terms of this Declaration), auto or horse racing, or any activity which is reasonably anticipated to over-burden available parking facilities (other than temporary parking on the Future Trust Property associated with Traditional Events), shall be permitted within the respective Tracts. No amplified music or sound which is audible from the FDR Property shall be permitted on the University Property or Future Trust Property during "business hours." For purposes of this paragraph, "**business hours**" shall mean 7:00 a.m. to 6:00 p.m., Monday through Friday, exclusive of holidays recognized by FDR.

3. SITE DEVELOPMENT REGULATION.

(a) Site Regulations. All new buildings and improvements, or material modifications to existing buildings or improvements, located on any Tract within the Ak-Sar-Ben Property shall comply with the Site Development Regulations attached hereto as Exhibit "C".

(b) Landscaping. Each party shall establish permanent landscaping schemes in conjunction with any future development or improvement of their respective Tracts. Such permanent landscaping schemes for all Tracts shall provide for appropriate landscaping in areas adjacent to any such development or improved area, and such landscaping schemes for the Future Trust Property must be approved in advance by the Architectural Review Committee (as defined in Section 5 below). Such schemes shall provide for irrigation with automatic underground irrigation systems on all developed portions of the Tracts. Only specimen grade trees indigenous to the Omaha, Nebraska, area that have a normal and expected life of at least twenty (20) years and have a caliper measure of no less than two to three inches may be used in such landscaping schemes. In addition, the permanent landscaping scheme must include provisions for a maintenance program sufficient to ensure that the landscaping of each Tract is maintained in a first class and neat and attractive condition. Such maintenance program shall include, but not be limited to, provisions for regular fertilization, weed and insect control, watering and clipping, and trash and debris removal. All landscaping, having once been implemented in accordance with an approved permanent landscaping scheme shall be kept and maintained in a neat and attractive condition in accordance with such approved scheme. Any approved permanent landscaping scheme for the Future Trust Property may not be materially altered without first submitting a revised scheme to the Architectural Review Committee for approval, which altered scheme must first be approved by the Architectural Review Committee before such alterations are commenced.

(c) Loading docks; Trash Receptacles. All trash receptacles serving any building or structure on any Tract must either be enclosed within the building or structure or otherwise screened from public view. All loading docks which are visible from the FDR Property shall be screened from public view.

(d) Parking and Loading.

(i) The owner of all or any part of any Tract shall provide sufficient and adequate parking for such owner's employees, customers, students, clients, invitees, lessees, and other persons reasonably anticipated to use or occupy such Tract (collectively, "**Parking Patrons**"). For purposes of this Section 3(d), persistent and/or repetitive occurrences of the following shall be deemed to indicate a lack of "**sufficient and adequate parking**":

(A) overflow of parking on any Tract such that the Parking Patrons of any party regularly park or attempt to park on the Tract of another party; or

(B) towing of vehicles of Parking Patrons of any party parking on areas located on any Tract of another party; or

(C) parking of vehicles of Parking Patrons of any party in unauthorized areas or in an illegal manner on any part of the Ak-Sar-Ben Property or public rights of way within the Ak-Sar-Ben Property; or

(D) violation by Parking Patrons of other parking regulations which are reasonably imposed by the owner of any Tract with respect to parking areas on the Tract or Tracts owned by such party;

provided, however, that the number, type and design of all parking stalls on any Tract shall at all times comply with all applicable zoning and other laws and regulations.

(ii) No parking shall be permitted by the owners of any Tract or their respective Parking Patrons upon either of the other Tracts without the prior written permission of the owner thereof.

(iii) No parking shall be permitted within a required setback abutting a private roadway or on any dedicated public street within the Ak-Sar-Ben Property or adjacent thereto without the prior written approval of the Architectural Review Committee.

(iv) No vehicle storage shall be permitted on any parking areas within the Ak-Sar-Ben Property, except that the University is permitted to establish one (1) motor vehicle pool facility on Lots 2 or 3 of the University Property, or the south five hundred (500) feet of Lot 1 of the University Property. For purposes of this Declaration, the term "**motor vehicle pool facility**" shall mean a surface parking facility which may be used for the storage and fueling of functional vans, passenger vehicles, service vehicles and maintenance vehicles (excluding construction equipment and vehicles) owned or leased by the University and used for University purposes (collectively, "**University Vehicles**"). The motor vehicle pool facility may also include enclosed service facilities for the service and maintenance of University Vehicles; provided, however, that such service facility shall be subject to the remaining terms and conditions of this Declaration.

(v) All parking areas within the Ak-Sar-Ben Property shall be covered with hard, dustfree, paved surface and shall be properly maintained and kept free of snow and debris at all

times in a first class condition. Any surface parking lot must be landscaped with a ten-foot (10') perimeter of sod and landscape materials, measured from any adjacent public right-of-way or lot line, and must have at least five percent (5%) of the entire parking lot interior landscaped and sodded. Concrete or granite curbing must be provided throughout such surface parking lot.

(vi) The owner of any Tract shall provide sufficient facilities for loading and unloading of deliveries to and from each building within the Tract. All loading activity shall be conducted in such a manner so as not to disturb or disrupt the Permitted Uses on any other Tract.

(vii) The parking areas and pedestrian walkways on each Tract shall be equipped by the respective owner thereof with lighting systems providing a minimum lighting intensity of two (2) foot-candles measured at one (1) foot above the surface thereof. During the hours of darkness, illumination of the intensity required hereby shall be provided by each party for the parking areas and pedestrian walkways on their respective Tracts. Such lighting equipment on each Tract shall be installed, and thereafter maintained and operated in good order and repair, by the respective owner thereof, at its sole cost and expense.

(viii) The real property lying within each of the Tracts which is designated for parking, as shown on the Plat, shall be used for parking of vehicles, and for no other purpose. Notwithstanding the foregoing, such designated areas may be used for temporary structures erected in connection with Traditional Events and temporary vehicle storage associated therewith; provided, however, that: (i) such structures shall not be left in place more than is reasonably necessary for the purposes of such festival; (ii) such structures shall be maintained in a neat and attractive condition; and (iii) the owner of the Future Trust Property shall provide notice to the owner of the FDR Property not less than thirty (30) days in advance of the commencement of such festival; and provided further, however, that any temporary vehicle storage associated with Traditional Events shall only be permitted for the duration of the associated Traditional Event.

The provisions of subsections (v), (vi) and (vii) above shall not apply to existing parking areas located on the Future Trust Property unless and until: (1) new buildings and/or improvements are constructed adjacent thereto, or (2) existing buildings and/or improvements adjacent thereto are materially altered or improved.

(e) Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any Tract except as expressly permitted herein. The owner of any Tract may install a sign or signs identifying the building or buildings located on such Tract, provided, however, that: (a) the form of the sign is a low-profile "monument" type or wall sign in compliance with all applicable provisions of the City Code, (b) the sign is of a design and composed of materials harmonious with the building which it identifies, and (c) the sign has been previously approved by the Architectural Review Committee and otherwise satisfies the following restrictions:

(i) No sign shall be what is commonly known as a "walking" or message sign, or what is commonly known as an advertising sign, and no sign shall advertise businesses or products other than to identify the business housed on the premises on which the sign is located, provided, however, that directory-type signs designating the location of buildings situated on other portions of the Ak-Sar-Ben Property shall be permitted; and provided further, however, that commercial sponsorship signs shall be permitted on the site of any athletic or recreational facility of the University located on Lots 2 or 3 of the University Property.

(ii) No sign shall be what is commonly known as an "awning" sign.

(iii) No sign shall have in use any flashing, pulsating or rotating light or lights or bare neon tubing.

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

(v) No sign shall violate any ordinances of the City of Omaha, Nebraska, or other applicable law.

provided, however, that: (A) existing signs located on the Future Trust Property may remain in their existing locations so long as the same are maintained in good condition and repair and are not materially modified; and (B) the message sign located at the southeast corner of 72nd and Pacific Streets may be relocated by Future Trust, at no expense to FDR, to a location on the Future Trust Property adjacent to Center Street, West Center Road, or Mercy Road.

(f) Condition of Property. The owner of any property within the Ak-Sar-Ben Property shall at all times keep the premises, buildings, improvements and appurtenances on such property in a safe, clean and attractive condition and comply in all respects with the terms of this Declaration and all government, building, zoning, health, environmental, fire and police requirements and other applicable laws and regulations. Further, all of the owners

of any property within the Ak-Sar-Ben Property shall comply with the following requirements:

(i) The premises shall at all times be kept free from excessive debris, paper, leaves, fallen branches and trash of all kinds.

(ii) Outside storage of materials, equipment and products of any kind shall be prohibited except as the same may be expressly approved in advance by the Architectural Review Committee.

(iii) Nothing shall be done on any building site that interferes with the natural drainage of surface waters unless adequate alternate provisions are made therefor, as determined and first approved by the Architectural Review Committee.

(iv) The owners of any property in the Ak-Sar-Ben Property shall comply with any other rules or regulations concerning conditions that are later established by the mutual agreements of the owners of all Tracts.

(g) Utilities. All electrical lines, communication lines, water and sewer lines, pipelines and associated utility services on or through any Tract shall comply with the requirements of applicable local, state and federal laws, and shall be buried underground, except: (i) existing services shall be allowed in the manner and location existing as of the date of filing of this Declaration; (ii) temporary above-ground service shall be allowed when necessary, but only during construction of buildings and improvements; and (iii) above-ground service shall be allowed as may be necessary to cross the Little Papillion Creek at existing bridge locations. Notwithstanding the foregoing, Omaha Public Power District ("OPPD"), and its successors and assigns, may install an above-ground electric power line in the permanent easement area granted to OPPD in the Ak-Sar-Ben Business & Education Campus subdivision plat filed in the office of the Register of Deeds of Douglas County, Nebraska. The owner of all or any part of a Tract shall provide utility easements for the benefit of the other Tracts reasonably necessary for the installation, at the sole cost and expense of the owners of the benefited Tract or Tracts, of necessary utility services to such other Tracts. Such easements shall be provided to the owner of the Benefitted Tract or Tracts at no cost for the granting of the easement. The owner of the burdened Tract may designate the location and size of the easement area, in such owner's reasonable discretion, and may relocate such easement area at such owner's cost if necessitated by future development of the burdened Tract.

4. REMEDIES FOR VIOLATIONS; LIENS.

Upon a violation or breach of any of the covenants, conditions, reservations, and restrictions set forth herein with respect to any of the Ak-Sar-Ben Property, a designated representative of the Architectural Review Committee (the "**Designated Representative**") shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce any of the covenants, conditions, reservations and restrictions contained herein shall not bar their enforcement or be deemed a waiver of any future violations. Upon the failure or refusal of the Architectural Review Committee or the Designated Representative to enforce any of the covenants, conditions, reservations and restrictions set forth herein, the City of Omaha, Nebraska, a municipal corporation (the "**City**") shall have the right, but not the obligation, to proceed at law or equity to compel compliance therewith or to prevent or enjoin any actual or threatened violation or breach of the same.

In addition to the foregoing rights, the Designated Representative shall have the right, whenever there shall have been built any structure or exists any condition on the FDR Property or the Future Trust Property which is in violation of this Declaration and such violation has not been cured within thirty (30) days after written notice to the breaching party, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, payable within ten (10) days after such breaching party is billed. Any such entry and abatement or removal shall not be deemed a trespass. The cost of such abatement or removal, if not paid within such ten (10) day period, shall be a lien in favor of the Designated Representative against the breaching owner's property and, subject to the provision of Paragraph 14 below, may be foreclosed by the curing party in like manner as any other lien against real estate.

5. ARCHITECTURAL REVIEW COMMITTEE.

(a) There is hereby established the Architectural Review Committee, which shall consist of three (3) members, one (1) member of which shall be appointed by the owner of the Future Trust Property, one (1) member of which shall be appointed by the owner of the University Property, and one (1) member of which shall be appointed by FDR. Each member of the Architectural Review Committee shall serve at the pleasure of their appointing entity, and may be replaced by such appointing entity at any time upon notice to the remaining members.

(b) At such time as FDR, its parent corporation, any wholly owned subsidiary of FDR, or any brother-sister corporation of FDR is no longer the owner or tenant of any portion of the FDR

Property, or FDR or such FDR affiliated corporation elects to no longer participate in the Architectural Review Committee, the member of the Architectural Review Committee selected by FDR will be replaced with a member selected by the then-owner of Lot Four (4) of the Ak-Sar-Ben Business and Education Campus. Thereafter, each successive owner of Lot Four (4) shall be entitled to select one member of the Architectural Review Committee to replace the member selected by the preceding owner of such lot.

(c) Before commencing the construction, addition, installation, modification, demolition, or alteration of any building, enclosure, landscaping, fence, parking facility, sign, light pole, fence or fixture, or any other structure or temporary or permanent improvements on the Future Trust Property or any portion thereof, and except as expressly provided in this Declaration, the owner of the Future Trust Property or such portion thereof shall first submit site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans and building elevations, and materials plans, demolition plans and such other plans and specifications as may be appropriate (collectively, "**Proposed Plans**") to the Architectural Review Committee for its written approval. The Architectural Review Committee will be guided by the standards set forth in Section 6 below, and the remaining provisions of this Declaration. Members of the Architectural Review Committee shall not unreasonably withhold or delay approval of any Proposed Plans so long as such Proposed Plans comply with the terms and conditions of this Declaration. Except as set forth below, any Proposed Plans submitted to the Architectural Review Committee shall not be deemed approved unless approval is granted by at least two (2) members of the Architectural Review Committee, one of whom must be the member appointed by FDR (or the then-owner of Lot 4 of the FDR Property), provided, however, that from and after the date that is five (5) years from the date of filing this Declaration, any Proposed Plans submitted to the Architectural Review Committee may be approved by any two (2) members of the Architectural Review Committee, regardless of whether the member appointed by FDR (or the then-owner of Lot 4 of the FDR Property) so approves. In the event that the Architectural Review Committee, or its designated representative, shall fail to take any action on the Proposed Plans within twenty (20) calendar days after they have been received by the Architectural Review Committee, the Proposed Plans will be deemed approved, provided, however, that such proposed Plans shall in all respects comply with the terms of this Declaration. Such approval by failure to act on any Proposed Plans shall not be deemed an approval of any requested waiver of any covenant, condition, reservation or restriction contained in this Declaration even through such waiver may be requested in such Proposed Plans. Disapproval of Proposed Plans shall be deemed to have occurred if the Architectural Review Committee votes on the Proposed Plans but fails to approve the same as provided herein.

(d) In the event any improvement within the Future Trust Property is damaged by fire or other casualty, the following provisions shall apply: (i) if the improvement was initially constructed in accordance with Proposed Plans which were approved by the Architectural Review Committee, the improvement may be restored in substantial accordance with such approved Proposed Plans without further approval from the Architectural Review Committee; (ii) if the improvement existed at the time of the filing of this Declaration, the improvement may be restored in substantially the condition that existed at the time of such filing or with any subsequent modifications or additions thereto that were approved by the Architectural Review Committee; and (iii) in all other cases, approval of the Architectural Review committee shall be required prior to restoration of the damaged improvements.

6. CONSTRUCTION STANDARDS.

The Architectural Review Committee shall approve or disapprove of Proposed Plans which are required to be submitted under this Declaration based on the conformance of such Proposed Plans with the standards set forth below and the remaining provisions of this Declaration. These standards shall apply to all improvements on the Ak-Sar-Ben Property and are in addition to the Mixed Use District Site Development Regulations applicable to the Ak-Sar-Ben Property. These standards are not intended to modify or amend in any manner such Mixed Use District Site Development Regulations, as the same may be modified from time to time. Any Proposed Plans must comply with both the Mixed Use District Site Development Regulations and the Construction Standards and other provisions set forth in this Declaration. Any Amendment to these Construction Standards shall not be deemed to change or modify the Site Development Regulations applicable to the Ak-Sar-Ben Property.

(a) The FDR Property.

(i) Design. All buildings, structures, improvements, enclosures, landscaping, parking facilities, roads, roadways, streets, light poles, fences and any other structures shall be of a design that shall be in harmony with and shall be consistent with a planned office park environment characterized by extensive landscaping, low-rise buildings, and unified graphics and materials.

(ii) Materials. The exterior materials for all buildings, including roofing materials, shall be consistent with and harmonize with the landscaping of the Ak-Sar-Ben Property as a whole. The exterior of any structure may only be composed of brick, natural stone, architectural pre-cast concrete, glass, or exterior insulation and finish system ("**EIFS**") or a combination of any of these.

(iii) Setbacks. Except with regard to the construction of surface parking facilities, which parking facilities shall not be subject to the setback requirements set forth herein, all portions of buildings and structures above grade must have setbacks of at least twenty-five (25) feet from Pine Street, Ak-Sar-Ben Drive, Pacific Street and 64th Street. All such structures shall also be subject to setback requirements of at least fifteen (15) feet from interior lot lines; provided, however, that such interior lot line setback requirements shall only apply when the lots adjacent to such interior lot lines are owned by different owners.

(b) The University Property.

(i) Design. All buildings, structures, improvements, enclosures, landscaping, parking facilities, roads, roadways, streets, light poles, fences and other structures shall be of a design that shall be in harmony with and shall be consistent with a university campus environment characterized by landscaping and unified graphics and materials, and more particularly, shall be in harmony with the design and construction of the main facility of the Omaha Institute of Information Science, Technology and Engineering (hereinafter referred to as the "**Omaha Institute Building**").

(ii) Materials. The exterior materials for all buildings, including roofing materials, shall harmonize with the materials, colors and landscaping as found in and around the Omaha Institute Building.

(iii) Setbacks. Except with regard to the construction of surface parking facilities, which parking facilities shall not be subject to the setback requirements set forth herein, all portions of buildings and structures above grade must have setbacks of at least twenty-five (25) feet from Pine Street, Ak-Sar-Ben Drive, Pacific Street and 64th Street. All such structures shall also be subject to setback requirements of at least fifteen (15) feet from interior lot lines; provided, however, that such interior lot line setback requirements shall only apply when the lots adjacent to such interior lot lines are owned by different owners.

c. The Future Trust Property.

(i) New Construction; Remodelling; Materials. The existing buildings located in the Future Trust Property may be maintained by the owner of the Future Trust Property in their present design and manner of construction, provided, however, that no significant deterioration of the external appearance and/or structural condition of such structures shall be permitted, and provided, further, that all reconfiguration,

addition, or material change in the external appearance of the same, or other modifications thereto shall be subject to the prior approval of the Architectural Review Committee. All new buildings, structures, improvements, enclosures, landscaping, parking facilities, roads, roadways, streets, light poles, fences and any other structures on the Future Trust Property shall be of a design that shall be in reasonable harmony with and shall be consistent with the planned office park environment of the FDR Property, characterized by extensive landscaping, low-rise buildings, and unified graphics and materials, and more particularly shall be reasonable in harmony with and shall be consistent with the design and construction of the structures and improvements located in the FDR Property.

(ii) Materials. The exterior materials for all such new buildings, including roofing materials, shall harmonize with the materials, colors and landscaping as found in the FDR Property. The exterior of any newly constructed or reconfigured structure may only be composed of brick, natural stone, architectural pre-cast concrete, glass, or EIFS, or a combination of any of these.

(iii) Setbacks. Except with regard to the construction of surface parking facilities, which parking facilities shall not be subject to the setback requirements set forth herein, all portions of buildings and structures above grade must have setbacks of at least twenty-five (25) feet from Pine Street, Ak-Sar-Ben Drive, Pacific Street and 64th Street. All such structures shall also be subject to setback requirements of at least fifteen (15) feet from interior lot lines; provided, however, that such interior lot line setback requirements shall only apply when the lots adjacent to such interior lot lines are owned by different owners.

7. WAIVER, MODIFICATION OR AMENDMENT BY ARCHITECTURAL REVIEW COMMITTEE.

The owner of any Tract may petition the Architectural Review Committee to waive compliance with, grant a variance to any of the covenants, conditions, reservations or restrictions set forth in Sections 1, 3 and 6 of this Declaration. Subject to the limitations set forth below, and based on its reasonable discretion, the Architectural Review Committee is hereby given the power to waive any such covenants, conditions, reservations or restrictions upon such request and upon a finding by the Architectural Review Committee that such request is in conformity with the general scheme for the development of the Ak-Sar-Ben Property as set forth in this Declaration. Such waiver, variance, modification or amendment shall only be effective upon the consent of the member of the Architectural Review Committee appointed by

FDR (or its successor), and one other member of the Architectural Review Committee (except in the case of a waiver or variance relating to the University Property requested by the University or any successor governmental owner charged with the operation of the Omaha Institute, in which case any two (2) members of the Architectural Review Committee may approve such waiver or variance). Notwithstanding any other provision contained herein, if the Architectural Review Committee shall fail to approve or disapprove any such requests for waiver, variance, modification or amendment within thirty (30) days after such request has been submitted to the Architectural Review Committee, such request shall be deemed conclusively to have been disapproved unless or until the Architectural Review Committee takes further action on the same, if ever.

8. TERM AND EXTENSIONS.

Each covenant, condition, reservation and restriction contained in this Declaration shall continue in effect indefinitely until terminated as provided below as of a "Termination Date", the first of which shall be on June 26, 2027. At any time within one (1) year prior to June 26, 2027, and each thirty (30) year period thereafter (each such date being referred to herein as a "**Termination Date**"), the then owners of the majority of the area (in acres) of the Ak-Sar-Ben Property may, by written declaration signed and acknowledged by them and duly recorded with the Register of Deeds for Douglas County, Nebraska, terminate the covenants, conditions, reservations and restrictions herein, effective as of the next Termination Date. Failing such termination, the covenants, conditions, reservations and restrictions contained in this Declaration shall automatically be renewed and extended for successive periods of thirty (30) additional years, subject to the right of the owners of the majority of the area of the Ak-Sar-Ben Property to terminate this Declaration at the end of each such thirty (30) year period as provided in this paragraph.

9. INTEREST.

Whenever and as often as one party shall not have paid any sum payable hereunder to another party, or to the Architectural Review Committee, within thirty (30) days of the due date, such delinquent party shall pay interest on such amount from the due date to the date such payment is received by the party entitled thereto, at an interest rate equal to the highest rate assessed on delinquent payments of any taxes owing to any political subdivision of the State of Nebraska as provided by law and in effect as of the date of such payment.

10. ESTOPPEL CERTIFICATE.

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

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

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

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

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

11. NOTICES.

All notices, demands, statements, and requests (collectively "**Notices**") required or permitted to be given under this Declaration must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the person to whom the Notice is addressed or if such person is not available the date such Notice is left at the address of the person to whom it is directed, (ii) on the date the Notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, and (iii) on the date the Notice is delivered by a nationally-recognized overnight courier service, postage prepaid and addressed to the person to whom it is directed. The addresses of certain of the signatories to, or the anticipated ultimate owners of the Tracts subject to, this Declaration to which Notices shall be sent are set forth below.

Future Trust:

Kenneth E. Stinson
Chairman
AK-SAR-BEN FUTURE TRUST
1000 Kiewit Plaza
Omaha, Nebraska 68131

and with copy to:

Kermit A. Brashear, Esq.
BRASHEAR & GINN
Suite 800
1623 Farnam Street
Omaha, Nebraska 68102

University:

Corporation Secretary
UNIVERSITY OF NEBRASKA
3835 Holdredge Street
Lincoln, Nebraska 68583-0745

and with a copy to:

Vice President & General Counsel
UNIVERSITY OF NEBRASKA
3835 Holdrege Street
Lincoln, Nebraska 68583-0745

FDR:

David Schlapbach
Director of Real Estate and Counsel
FIRST DATA CORPORATION
Suite 1400
5660 New Northside Drive
Atlanta, Georgia 30328

and with copy to:

Steven F. Stratman
General Counsel
FIRST DATA RESOURCES INC.
10825 Farnam
Omaha, Nebraska 68154

The place for delivery of any Notice hereunder may be changed by any party (or their successor in interest) by written notice to the other parties delivered in the manner required by this paragraph. As to any successor owner, the Notice shall be effective if sent to

the address of the record owner of the property as shown on the real property tax records of Douglas County, Nebraska.

12. DECLARATION SHALL CONTINUE NOTWITHSTANDING BREACH.

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

13. APPROVAL RIGHTS.

Unless provision is made for a specific time period (such as the time for approval of Proposed Plans by the Architectural Review Committee as set forth in Sections 5 and 7), approval or consent requested pursuant to this Declaration shall be given or withheld within twenty (20) business days of the receipt of the request for approval. Except as otherwise provided in this Declaration, if a disapproval is not given within the required time period, the requested party shall be deemed to have given its approval. Except with respect to any approval or disapproval given by lapse of time under the terms of this Declaration, all approvals and disapprovals shall be in writing, but the failure to furnish such a writing shall not be deemed an approval.

14. LIEN FOR EXPENSES.

(a) The liens provided for in Section 4 above shall be effective only when a signed and acknowledged document providing notice of such lien is filed by the Designated Representative in the Office of the Register of Deeds for Douglas County, Nebraska, which notice shall contain at least:

(i) A statement of the unpaid amount of costs and expenses;

(ii) A description sufficient for identification of that portion of the property of the defaulting owner which is the subject of the lien; and

(iii) The name of the owner or reputed owner of the property which is the subject of the alleged lien.

(b) The lien, when so established against the real property described in the lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the lien.

The lien shall be for the use and benefit of the Designated Representative, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

15. DISPUTE RESOLUTION. Expressly excluding matters to be determined by the Architectural Review Committee hereunder, all other disputes and controversies of every kind and nature between or among the parties hereto arising out of or in connection with this Declaration as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination hereof shall be submitted to arbitration pursuant to the procedure hereafter set forth:

(a) Any party may demand such arbitration by written notice to the remaining owners of all Tracts within thirty (30) days after the controversy arises, which notice shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.

(b) Within fifteen (15) days after such notice, the remaining parties shall name their respective arbitrator, or in default of such naming, such arbitrator or arbitrators shall be named forthwith by the Arbitration Committee of the American Arbitration Association.

(c) The arbitration costs and expenses of each party shall be borne by that party.

(d) The arbitration hearing shall be held on fifteen (15) days' notice to the parties at a neutral site in Omaha, Nebraska, to be selected by a majority of the arbitrators.

(e) The arbitration rules and procedures of the American Arbitration Association shall be utilized in the arbitration hearing and the law of evidence of the State of Nebraska shall govern the presentation of evidence at such hearing.

(f) The arbitration hearing shall be concluded within three (3) days unless otherwise ordered by a majority of the arbitrators and the award or determination on the hearing shall be made within ten (10) days after the close of the submission of evidence.

(g) An award or determination rendered by a majority of the arbitrators appointed under and pursuant to this Section 15 shall be final and binding on all parties to the proceeding, and judgment on such award or determination may be entered by any party in the highest court, state or federal, having jurisdiction over the matter.

(h) The parties stipulate that a decision rendered pursuant to the provisions of this Section 15 shall be a complete defense to any suit, action, or proceeding instituted in any federal, state, or local court or before any administrative tribunal with respect to any controversy or dispute arising hereunder and which is arbitrable as set forth in this Section 15. The arbitration provisions of this Section 15 shall, with respect to such controversy or dispute, survive the termination of any party's ownership of any one of the Tracts. Nothing contained in this Section 15 shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of the Declaration.

16. EFFECT OF SALE BY OWNER.

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

17. DEFAULT IN PAYMENT OF EXPENSES.

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

18. RULE AGAINST PERPETUITIES.

In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective being contrary to applicable law or prohibited by the "rule against perpetuities" or any similar law, then in that event only the term hereof shall be reduced to the maximum period of time which does not violate such law or the rule against perpetuities as set forth in the laws of the State of Nebraska.

19. WAIVER.

No delay or omission on the part of the Architectural Review Committee or the owners of any lots in the Ak-Sar-Ben Property in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone

whatsoever against the Architectural Review Committee for or on account of the Architectural Review Committee's failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions.

20. SEVERABILITY.

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

21. BENEFICIARIES.

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

22. AMENDMENT.

This Declaration may be amended at any time by the written agreement of the owners of all of the Tracts constituting the Ak-Sar-Ben Property, effective upon the recording of such amendment in the official real estate records of Douglas County, Nebraska.

23. SUBSEQUENT AMENDMENTS/EMINENT DOMAIN.

In the event any improvement constructed in accordance with Proposed Plans approved by the Architectural Review Committee shall later be in violation of any provision of this Declaration solely by reason of: (a) a subsequent amendment to this declaration; or (b) any eminent domain proceeding which may affect the location of public rights of way; then such improvement shall thereafter be deemed to comply with such provisions of this Declaration so long as the improvement is not materially modified or altered thereafter.

24. EASEMENT. Upon the delivery by Future Trust (or the then-owner of Lot 10 of the Future Trust Property) to FDR (or the then-owner of Lot 8 of the FDR Property) of a plan for the development of Lot 10 of the Future Trust Property, FDR (or the then-owner of Lot 8 of the FDR Property) will consider in good faith the granting of an easement, in a location to be determined by FDR (or the then-owner of Lot 8 of the FDR Property), to and in favor of Future Trust (or the then-owner of Lot 10 of the Future Trust Property) across the easternmost portion of Lot 8 of the FDR Property, to provide access to Lot 10 of the Future Trust Property. FDR (or the then-owner of Lot 8 of the FDR Property) shall not unreasonably withhold the granting of such easement so long as such easement and the access created thereby: (a) is permitted by the City and other appropriate governmental authorities, (b) will not materially interfere with the use and enjoyment of the FDR Property by the owner thereof, and (c) will not materially interfere with access to the FDR Property.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

AK-SAR-BEN FUTURE TRUST, a Nebraska non-profit corporation,

By:

Kenneth E. Stinson
Kenneth E. Stinson, Chair

Date:

June 27, 1997

FIRST DATA RESOURCES INC., a Delaware corporation,

By:

Aldo Tesi
Aldo Tesi, President

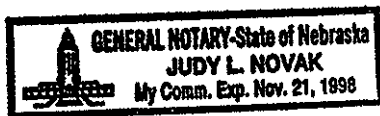
Date:

June 27, 1997

IMPRINTED CORPORATE SEAL
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on June 27, 1997, by Kenneth E. Stinson, the Chairman of Ak-Sar-Ben Future Trust, a Nebraska non-profit corporation, on behalf of the corporation.



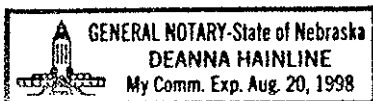
Judy L. Novak
Notary Public

My Commission expires: 11/21/98

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on June 27, 1997, by Aldo Tesi, the President of First Data Resources Inc., a Delaware corporation, on behalf of the corporation.



Deanna Hainline
Notary Public

My Commission expires: 8/20/98

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Exhibit "A"

"Tracts"

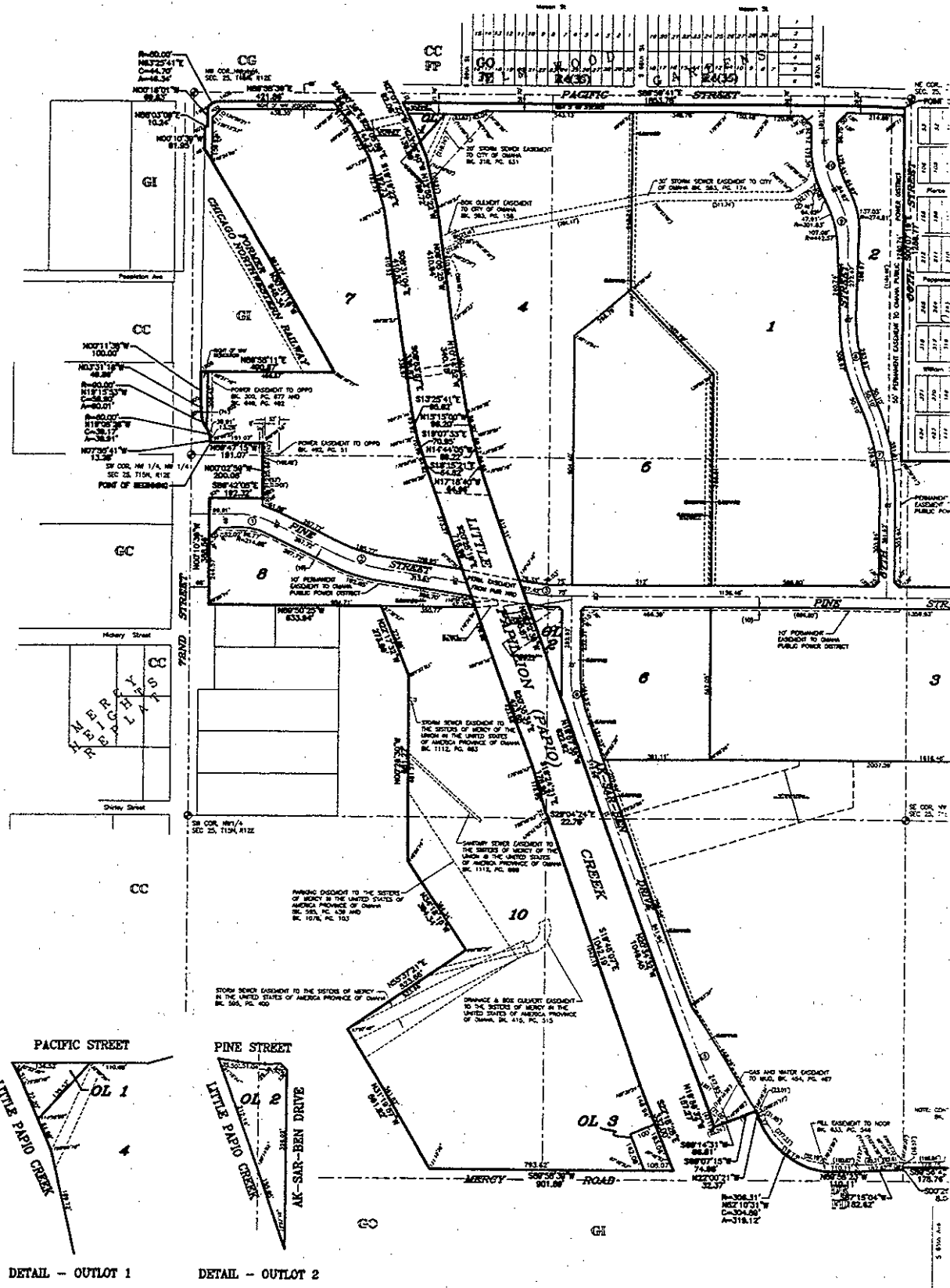
Future Trust Property: LOTS NINE (9) AND TEN (10), AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA

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 IN DOUGLAS COUNTY, NEBRASKA

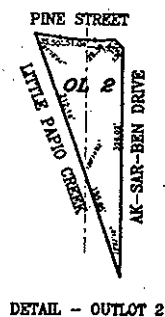
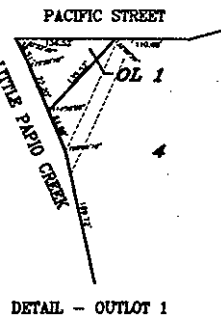
FDR Property: LOTS FOUR (4) THROUGH EIGHT (8), INCLUSIVE, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA

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 F

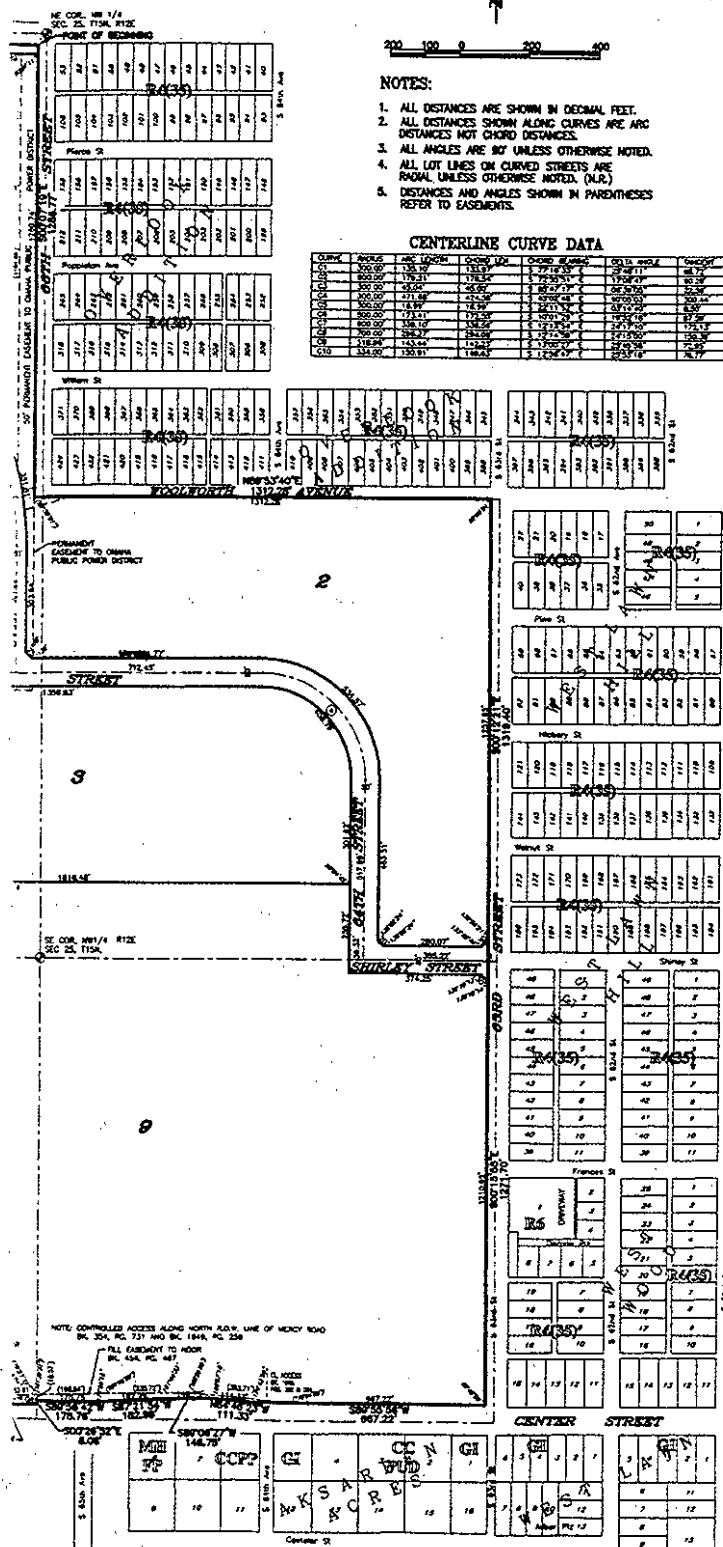


C:\dwg\9696F101 Mon Jun 23 07:49:03 1997 Lamp, Rynearson & Associates (Pat)



EDUCATION CAMPUS

BEING A PLATTING OF PART OF
6TH P.M., DOUGLAS COUNTY, NEBRASKA



NOTES:

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED (N.R.)
5. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.

CENTERLINE CURVE DATA

STATION	CHORD BEARING	CHORD LENGTH	CHORD POINT	TANGENT POINT	PC	PT	PY	SC	STATION
1+00.00	S 89° 15' 10" E	15.32	1+07.84	1+10.00	1+00.00	1+14.14	1+07.84	15.32	1+14.14
1+14.14	S 89° 15' 10" E	15.32	1+22.28	1+24.42	1+14.14	1+28.28	1+22.28	15.32	1+28.28
1+28.28	S 89° 15' 10" E	15.32	1+37.60	1+39.74	1+28.28	1+42.58	1+37.60	15.32	1+42.58
1+42.58	S 89° 15' 10" E	15.32	1+47.02	1+49.16	1+42.58	1+53.00	1+47.02	15.32	1+53.00
1+53.00	S 89° 15' 10" E	15.32	1+56.34	1+58.48	1+53.00	1+59.82	1+56.34	15.32	1+59.82
1+59.82	S 89° 15' 10" E	15.32	1+61.66	1+63.80	1+59.82	1+65.24	1+61.66	15.32	1+65.24
1+65.24	S 89° 15' 10" E	15.32	1+66.98	1+69.12	1+65.24	1+70.56	1+66.98	15.32	1+70.56
1+70.56	S 89° 15' 10" E	15.32	1+72.30	1+74.44	1+70.56	1+75.30	1+72.30	15.32	1+75.30
1+75.30	S 89° 15' 10" E	15.32	1+74.62	1+76.76	1+75.30	1+77.74	1+74.62	15.32	1+77.74
1+77.74	S 89° 15' 10" E	15.32	1+76.94	1+79.08	1+77.74	1+79.06	1+76.94	15.32	1+79.06
1+79.06	S 89° 15' 10" E	15.32	1+79.26	1+81.40	1+79.06	1+81.42	1+79.26	15.32	1+81.42
1+81.42	S 89° 15' 10" E	15.32	1+81.58	1+83.72	1+81.42	1+83.74	1+81.58	15.32	1+83.74
1+83.74	S 89° 15' 10" E	15.32	1+83.80	1+86.04	1+83.74	1+86.06	1+83.80	15.32	1+86.06
1+86.06	S 89° 15' 10" E	15.32	1+84.12	1+88.36	1+86.06	1+88.38	1+84.12	15.32	1+88.38
1+88.38	S 89° 15' 10" E	15.32	1+84.44	1+90.68	1+88.38	1+90.70	1+84.44	15.32	1+90.70
1+90.70	S 89° 15' 10" E	15.32	1+84.76	1+93.00	1+90.70	1+93.02	1+84.76	15.32	1+93.02
1+93.02	S 89° 15' 10" E	15.32	1+85.08	1+95.32	1+93.02	1+95.34	1+85.08	15.32	1+95.34
1+95.34	S 89° 15' 10" E	15.32	1+85.40	1+97.64	1+95.34	1+97.66	1+85.40	15.32	1+97.66
1+97.66	S 89° 15' 10" E	15.32	1+85.72	1+99.96	1+97.66	1+99.98	1+85.72	15.32	1+99.98
1+99.98	S 89° 15' 10" E	15.32	1+86.04	1+102.28	1+99.98	1+102.30	1+86.04	15.32	1+102.30
1+102.30	S 89° 15' 10" E	15.32	1+86.36	1+104.60	1+102.30	1+104.62	1+86.36	15.32	1+104.62
1+104.62	S 89° 15' 10" E	15.32	1+86.68	1+106.92	1+104.62	1+106.94	1+86.68	15.32	1+106.94
1+106.94	S 89° 15' 10" E	15.32	1+87.00	1+109.24	1+106.94	1+109.26	1+87.00	15.32	1+109.26
1+109.26	S 89° 15' 10" E	15.32	1+87.32	1+111.56	1+109.26	1+111.58	1+87.32	15.32	1+111.58
1+111.58	S 89° 15' 10" E	15.32	1+87.64	1+113.88	1+111.58	1+113.90	1+87.64	15.32	1+113.90
1+113.90	S 89° 15' 10" E	15.32	1+87.96	1+116.20	1+113.90	1+116.22	1+87.96	15.32	1+116.22
1+116.22	S 89° 15' 10" E	15.32	1+88.28	1+118.52	1+116.22	1+118.54	1+88.28	15.32	1+118.54
1+118.54	S 89° 15' 10" E	15.32	1+88.60	1+120.84	1+118.54	1+120.86	1+88.60	15.32	1+120.86
1+120.86	S 89° 15' 10" E	15.32	1+88.92	1+123.16	1+120.86	1+123.18	1+88.92	15.32	1+123.18
1+123.18	S 89° 15' 10" E	15.32	1+89.24	1+125.48	1+123.18	1+125.50	1+89.24	15.32	1+125.50
1+125.50	S 89° 15' 10" E	15.32	1+89.56	1+127.80	1+125.50	1+127.82	1+89.56	15.32	1+127.82
1+127.82	S 89° 15' 10" E	15.32	1+89.88	1+130.12	1+127.82	1+130.14	1+89.88	15.32	1+130.14
1+130.14	S 89° 15' 10" E	15.32	1+90.20	1+132.44	1+130.14	1+132.46	1+90.20	15.32	1+132.46
1+132.46	S 89° 15' 10" E	15.32	1+90.52	1+134.76	1+132.46	1+134.78	1+90.52	15.32	1+134.78
1+134.78	S 89° 15' 10" E	15.32	1+90.84	1+137.08	1+134.78	1+137.10	1+90.84	15.32	1+137.10
1+137.10	S 89° 15' 10" E	15.32	1+91.16	1+139.40	1+137.10	1+139.42	1+91.16	15.32	1+139.42
1+139.42	S 89° 15' 10" E	15.32	1+91.48	1+141.72	1+139.42	1+141.74	1+91.48	15.32	1+141.74
1+141.74	S 89° 15' 10" E	15.32	1+91.80	1+144.04	1+141.74	1+144.06	1+91.80	15.32	1+144.06
1+144.06	S 89° 15' 10" E	15.32	1+92.12	1+146.36	1+144.06	1+146.38	1+92.12	15.32	1+146.38
1+146.38	S 89° 15' 10" E	15.32	1+92.44	1+148.68	1+146.38	1+148.70	1+92.44	15.32	1+148.70
1+148.70	S 89° 15' 10" E	15.32	1+92.76	1+151.00	1+148.70	1+151.02	1+92.76	15.32	1+151.02
1+151.02	S 89° 15' 10" E	15.32	1+93.08	1+153.32	1+151.02	1+153.34	1+93.08	15.32	1+153.34
1+153.34	S 89° 15' 10" E	15.32	1+93.40	1+155.64	1+153.34	1+155.66	1+93.40	15.32	1+155.66
1+155.66	S 89° 15' 10" E	15.32	1+93.72	1+157.96	1+155.66	1+157.98	1+93.72	15.32	1+157.98
1+157.98	S 89° 15' 10" E	15.32	1+94.04	1+160.28	1+157.98	1+160.30	1+94.04	15.32	1+160.30
1+160.30	S 89° 15' 10" E	15.32	1+94.36	1+162.60	1+160.30	1+162.62	1+94.36	15.32	1+162.62
1+162.62	S 89° 15' 10" E	15.32	1+94.68	1+164.92	1+162.62	1+164.94	1+94.68	15.32	1+164.94
1+164.94	S 89° 15' 10" E	15.32	1+95.00	1+167.24	1+164.94	1+167.26	1+95.00	15.32	1+167.26
1+167.26	S 89° 15' 10" E	15.32	1+95.32	1+169.56	1+167.26	1+169.58	1+95.32	15.32	1+169.58
1+169.58	S 89° 15' 10" E	15.32	1+95.64	1+171.88	1+169.58	1+171.90	1+95.64	15.32	1+171.90
1+171.90	S 89° 15' 10" E	15.32	1+95.96	1+174.20	1+171.90	1+174.22	1+95.96	15.32	1+174.22
1+174.22	S 89° 15' 10" E	15.32	1+96.28	1+176.52	1+174.22	1+176.54	1+96.28	15.32	1+176.54
1+176.54	S 89° 15' 10" E	15.32	1+96.60	1+178.84	1+176.54	1+178.86	1+96.60	15.32	1+178.86
1+178.86	S 89° 15' 10" E	15.32	1+96.92	1+181.16	1+178.86	1+181.18	1+96.92	15.32	1+181.18
1+181.18	S 89° 15' 10" E	15.32	1+97.24	1+183.48	1+181.18	1+183.50	1+97.24	15.32	1+183.50
1+183.50	S 89° 15' 10" E	15.32	1+97.56	1+185.80	1+183.50	1+185.82	1+97.56	15.32	1+185.82
1+185.82	S 89° 15' 10" E	15.32	1+97.88	1+188.12	1+185.82	1+188.14	1+97.88	15.32	1+188.14
1+188.14	S 89° 15' 10" E	15.32	1+98.20	1+190.44	1+188.14	1+190.46	1+98.20	15.32	1+190.46
1+190.46	S 89° 15' 10" E	15.32	1+98.52	1+192.76	1+190.46	1+192.78	1+98.52	15.32	1+192.78
1+192.78	S 89° 15' 10" E	15.32	1+98.84	1+195.08	1+192.78	1+195.10	1+98.84	15.32	1+195.10
1+195.10	S 89° 15' 10" E	15.32	1+99.16	1+197.40	1+195.10	1+197.42	1+99.16	15.32	1+197.42
1+197.42	S 89° 15' 10" E	15.32	1+99.48	1+199.72	1+197.42	1+199.74	1+99.48	15.32	1+199.74
1+199.74	S 89° 15' 10" E	15.32	1+99.80	1+202.04	1+199.74	1+202.06	1+99.80	15.32	1+202.06
1+202.06	S 89° 15' 10" E	15.32	1+100.12	1+204.36	1+202.06	1+204.38	1+100.12	15.32	1+204.38
1+204.38	S 89° 15' 10" E	15.32	1+100.44	1+206.68	1+204.38	1+206.70	1+100.44	15.32	1+206.70
1+206.70	S 89° 15' 10" E	15.32	1+100.76	1+209.00	1+206.70	1+209.02	1+100.76	15.32	1+209.02
1+209.02	S 89° 15' 10" E	15.32	1+101.08	1+211.32	1+209.02	1+211.34	1+101.08	15.32	1+211.34
1+211.34	S 89° 15' 10" E	15.32	1+101.40	1+213.64	1+211.34	1+213.66	1+101.40	15.32	1+213.66
1+213.66	S 89° 15' 10" E	15.32	1+101.72	1+215.96	1+213.66	1+215.98	1+101.72	15.32	1+215.98
1+215.98	S 89° 15' 10" E	15.32	1+102.04	1+218.28	1+215.98	1+218.30	1+102.04	15.32	1+218.30
1+218.30	S 89° 15' 10" E	15.32	1+102.36	1+220.60	1+218.30	1+220.62	1+102.36	15.32	1+220.62
1+220.62	S 89° 15' 10" E	15.32	1+102.68	1+222.92	1+220.62	1+222.94	1+102.68	15.32	1+222.94
1+222.94	S 89° 15' 10" E	15.32	1+103.00	1+225.24	1+222.94	1+225.26	1+103.00	15.32	1+225.26
1+225.26	S 89° 15' 10" E	15.32	1+103.32	1+227.56	1+225.26	1+227.58	1+103.32	15.32	1+227.58
1+227.58	S 89° 15' 10" E	15.32	1+103.64	1+229.88	1+227.58	1+229.90	1+103.64	15.32	1+229.90
1+229.90	S 89° 15' 10" E	15.32	1+103.96	1+232.20	1+229.90	1+232.22	1+103.96	15.32	1+232.22
1+232.22	S 89° 15' 10" E	15.32	1+104.28	1+234.52	1+232.22	1+234.54	1+104.28	15.32	1+234.54
1+234.54	S 89° 15' 10" E	15.32	1+104.60	1+236.84	1+234.54	1+236.86	1+104.60	15.32	1+236.86
1+236.86	S 89° 15' 10" E	15.32	1+104.92	1+239.16	1+236.86	1+239.18	1+104.92	15.32	1+239.18
1+239.18	S 89° 15' 10" E	15.32	1+105.24	1+241.48	1+239.18	1+241.50	1+105.24	15.32	1+241.50
1+241.50	S 89° 15' 10" E	15.32	1+105.56	1+243.80	1+241.50	1+243.82	1+105.56	15.32	1+243.82
1+243.82	S 89° 15' 10" E	15.32	1+105.88	1+246.12	1+243.82	1+246.14	1+105.88	15.32	1+246.14
1+246.14	S 89° 15' 10" E	15.32	1+106.20	1+248.44	1+246.14	1+248.46	1+106.20	15.32	1+248.46

**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

(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

(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

(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

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%