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VIGA 5



**AFFIDAVIT OF KENT SEACREST REGARDING
DEVELOPMENT AGREEMENT**

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

Kent Seacrest, being first duly sworn on oath states:

1. The Development Agreement attached hereto as Exhibit "A" is a true and correct copy of the Development Agreement executed on September 21, 2004, by representatives of Thompson Creek, L.L.C., Northwoods, L.L.C., and Campbell Farm & Land Company, Inc.
2. That Affiant duly acknowledged the signatures of all parties to the Development Agreement on September 21, 2004.
3. That the current legal description of the residential lots located on the Thompson Creek Tract that abut or face Blanchard Boulevard is Lot 1, Block 4, Lots 12 and 13, Block 5, and Lots 3-14, Block 8, Thompson Creek 1st Addition, Lincoln, Lancaster County, Nebraska.
4. The current legal description of the Campbell Tract is attached hereto.

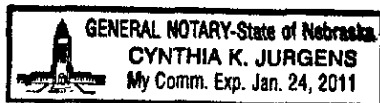
Affiant knows the matters herein stated are true and correct.

IN WITNESS WHEREOF, the Affiant has executed this instrument.

Kent Seacrest
Kent Seacrest

Date: May 14, 2008

On this 14 day of May, 2008, before me a Notary Public within and for said County and State, personally appeared Kent Seacrest to me personally known, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument.



Cynthia K Jurgens
Notary Public

Legal Description

Lots 54 and 71 NE1/4, Lots 58 and 60 SE1/4, Lot 70 SW1/4, and Lot 56 S1/2, all located in Section 21, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska;

IT

Lots 3 – 25, Block 1, Lots 3 – 19, Block 2, Lots 1 – 20, Block 3, Lots 1, 2, 6 and 7, Block 4, Lots 1 – 5, Block 5, Lots 1 and 2, Block 6, and Outlots A – M, all located in Village Gardens Addition, Lincoln, Lancaster County, Nebraska;

VIGA

Lots 1 – 4, Block 1, Lots 1 – 13, Block 2, Lots 1 – 3, Block 3, Lots 1 – 18, Block 4, Lots 1 – 5, Block 5, Lots 1 – 22, Block 7, and Outlots A – G, I – M, O and P, all located in Village Gardens 1st Addition, Lincoln, Lancaster County, Nebraska;

VIGA 1

Lot 1, Block 1, Lot 1, Block 2, and Outlots A and B, all located in Village Gardens 2nd Addition, Lincoln, Lancaster County, Nebraska;

VIGA 2

Lot 1 and Lot 2, Village Gardens 3rd Addition, Lincoln, Lancaster County, Nebraska;

VIGA 3

Lot 1, Village Gardens 4th Addition, Lincoln, Lancaster County, Nebraska; and

VIGA 4

Lot 1, and Outlot A, Village Gardens 5th Addition, Lincoln, Lancaster County, Nebraska

VIGA 5

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into as of this ___ day of _____, 2004, by and between **THOMPSON CREEK, L.L.C.**, a Nebraska limited liability company ("Thompson Creek") and **NORTHWOODS, L.L.C.**, a Nebraska limited liability company and **CAMPBELL FARM & LAND COMPANY, INC.**, a Nebraska corporation (individually and collectively "Campbell").

The undersigned parties agree as follows:

ARTICLE I

DEFINITIONS

Campbell Engineer - Olsson Associates, Lincoln, Nebraska, or replacement engineer representing Campbell.

Campbell Tract - See Exhibit "A", which is attached hereto and incorporated herein by this reference; Campbell is the owner of record.

City - City of Lincoln, Nebraska, a Nebraska municipal corporation.

Cost or Costs - The actual out of pocket costs of Thompson Creek to construct the approved Infrastructure based upon (i) Thompson Creek's negotiated professional design costs so long as said costs and prices are at or below the then fair market rates and charges for comparable design services in Lincoln, Nebraska, (ii) City of Lincoln inspection and staking fees; and (iii) Thompson Creek's negotiated development costs and selected contractor prices so long as said costs and prices are at or below the then fair market rates and charges for comparable Infrastructure in Lincoln, Nebraska.

Final Approval - Approval by the City that has not been appealed within the time provided by law for such appeals, or that any such appeal has been conclusively denied or upheld.

Infrastructure - The proposed Sewer Line and Blanchard Boulevard as generally illustrated on the Site Plan, which is shown on Exhibit "B".

Blanchard Boulevard - The common public boulevard street (sometimes referred to as 63rd Street), (approximately 90 feet wide dedicated right-of-way), including related Streetscape, 6-inch public water line, 8-inch sanitary sewer line, storm sewer, five (5) feet wide sidewalks, street trees and ornamental street lighting on Thompson Creek Tract's east boundary/Campbell Tract's west boundary areas to provide circulation and access to the Campbell Tract and Thompson Creek Tract as generally illustrated on the Site Plan, which is shown on Exhibit "B", including the Street Turnarounds, construction, revegetation, dedication, easements and right-of-way acquisition,

estimated by the Thompson Creek Engineer in current dollars to cost approximately \$\$340,577.43 (excluding Streetscape).

Party - Individually refers to and "**Parties**" collectively refers to Thompson Creek and Campbell.

Properties - Collectively, the Thompson Creek Tract and Campbell Tract as described on Exhibit "A".

Sewer Line - The public sanitary sewer line and tapable sewer extension stubs through the Campbell Tract to sewer the Campbell Tract and Thompson Creek Tract as generally illustrated on the Site Plan, which is shown on Exhibit "B", including the construction, revegetation, dedication, easements and right-of-way acquisition.

Site Plan - The Site Plan generally illustrating the proposed Infrastructure and general location as described on Exhibit "B".

Street Turnarounds - The two temporary street turnarounds and street barricades for Blanchard Boulevard to be designed and constructed by Thompson Creek which are located at the northeast and southeast corners of the Thompson Creek Tract.

Streetscape - The landscaping, irrigation, watering systems, planting materials, vegetation areas and other softscape and hardscape landscape materials in the medians of Blanchard Boulevard, and street trees along the west side of Blanchard Boulevard.

Successors - Includes the Parties' respective heirs, legatees, devisees, personal representatives, successors and assigns.

Thompson Creek Engineer - Engineering Design Consultants, Lincoln, Nebraska, or replacement Engineer representing Thompson Creek.

Thompson Creek Tract - See Exhibit "A"; Thompson Creek is the owner of record.

Tract - Individually refers to and "**Tracts**" collectively refers to Thompson Creek Tract and Campbell Tract.

ARTICLE II

MASTER PLANNING PROCESS

Section 201. Master Planning Process. Campbell and Thompson Creek have worked in a cooperative fashion with the LCA Town Planning and Architecture, and related housing and transportation consultants (collectively "New Urbanism Team") in developing the overall master plan and vision for the area and developing neighborhood and building design guidelines.

A. Thompson Creek has agreed to reimburse Campbell \$17,500 to help defray the \$141,000 Campbell has expended to date for these services. Thompson Creek has received the original and revised quality color concept plan for the Thompson Creek Tract and Campbell Tract. Campbell hereby acknowledges receipt of the \$17,500 from Thompson Creek.

B. Thompson Creek understands that Campbell will continue to use the New Urbanism Team in the design and development of the Campbell Tract Preliminary Plat. Thompson Creek pledges to continue to cooperate with the New Urbanism Team at no additional costs to Thompson Creek, unless Thompson Creek agrees in writing to authorize additional work from the New Urbanism Team.

C. Each Party is independently entitled, at that Party's expense, to use the future services of the New Urbanism Team on protective covenants and housing plans.

D. Neither Party is bound to implement any of the work products produced by the New Urbanism Team.

ARTICLE III

PRELIMINARY PLATS

Section 301. Thompson Creek Preliminary Plat. Thompson Creek, at its expense, has received the City's governmental approval of the Thompson Creek Preliminary Plat which includes all of the Thompson Creek Tract. Campbell will use its best efforts to cooperate on the Thompson Creek Final Plat(s) and its City submittal process as it relates to the common boundaries between the Thompson Creek Tract and the Campbell Tract so long as the Thompson Creek Final Plat(s) is not in material conflict with any Campbell plans and related submittals prepared on behalf of Campbell by the New Urbanism Team working with the Campbell Engineer and said Thompson Creek Final Plat(s), and any amendment thereto does not cause the Campbell Tract to prematurely lose its Greenbelt designation or to be annexed prior to the wishes of Campbell.

Section 302. Campbell Preliminary Plat. Campbell, at its expense, some time in the future will be applying to the City for governmental approval of the Campbell Tract Preliminary Plat. Thompson Creek will use its best efforts to cooperate on the Campbell Preliminary Plat, Final Plat(s) and its City submittal process as it relates to the Parties' common boundaries so long as the Campbell Preliminary Plat is not in material conflict with the Thompson Creek Preliminary Plat.

ARTICLE IV

INFRASTRUCTURE

Section 401. Sewer Line. Thompson Creek enlisted the licensed engineering services of the Thompson Creek Engineer in coordination with the Campbell Engineer to design the Sewer

Line. Campbell approved the Sewer Line as it touches and concerns the Campbell Tract. Thompson Creek has constructed the Sewer Line as it touches and concerns the Campbell Tract. Thompson Creek hereby warrants and represents to Campbell that the Sewer Line in the Campbell Tract was designed and constructed to meet City design standards and not be deeper than 15 feet below Campbell's projected future grade on the Campbell Tract as determined by the Campbell Engineer. Such prior approvals have not been unreasonably withheld, based upon the proposed street right-of-way location, depth, adequate tapable size, tapable sewer extension stubs, specifications, and temporary and permanent easement width, setbacks and other reasonable conditions that will not materially interfere with the on-going nursery business and the proposed Campbell Tract Preliminary Plat.

A. Campbell has granted without charge the necessary nonexclusive temporary and permanent easements for the Sewer Line based upon the City's standard nonexclusive easement form.

Section 402. Intentionally Omitted.

Section 403. Blanchard Boulevard along East/West Shared Border. Thompson Creek will enlist the licensed engineering services of the Thompson Creek Engineer in coordination with the Campbell Engineer to prepare the construction drawings and design for Blanchard Boulevard, including without limitations the Street Turnarounds. Campbell, at its expense, will enlist the landscape services of Campbell's Nurseries & Garden Centers in coordination with the Thompson Creek Engineer to prepare the design for the Streetscape for Blanchard Boulevard. Campbell and Thompson Creek agree that the street profile for Blanchard Boulevard shall generally be as shown on Exhibit "C", which is attached hereto and incorporated herein by this reference. The parties agree that as part of the consideration of the dedication of the Blanchard Boulevard by Campbell, Campbell has the right to reserve and require Thompson Creek to grant to Campbell the necessary written easements in a recordable form to enable Campbell and its Successors and assigns to be able to provide enhanced maintenance, care, servicing, repairs and replacement of the Streetscape of Blanchard Boulevard. Campbell has the right to approve Blanchard Boulevard design and related enhanced maintenance easements prior to City's Final Approval of the Thompson Creek applicable Final Plat and prior to the City's Final Approval of the executive order to construct Blanchard Boulevard as it touches and concerns the Campbell Tract, which approval will not be unreasonably withheld, based upon the proposed street right-of-way location, asphalt/concrete depth, specifications, and temporary and permanent easements, Streetscape, width, setbacks and other reasonable conditions that will not materially interfere with the on-going nursery business and the proposed Campbell Tract Preliminary Plat and subject to subsections below.

A. On or before January 1, 2007, Campbell and Thompson Creek will each dedicate, grant and reserve the necessary right-of-ways and nonexclusive temporary and permanent easements for the Blanchard Boulevard, including without limitations the nonexclusive temporary easements for the Street Turnarounds and the enhanced maintenance easements for Streetscape, without charge and grant the necessary dedication or easements based upon the City's standard dedication/easement form. Campbell agrees

to dedicate sixty (60) feet of the Blanchard Boulevard right-of-way and Thompson Creek agrees to dedicate a minimum of thirty (30) feet of the Blanchard Boulevard right-of-way.

B. Prior to the dedication of the necessary right-of-way or prior to the grant of the necessary nonexclusive temporary and permanent easements for the Blanchard Boulevard right-of-way by the parties, Thompson Creek will execute and file of record written covenants, that run with the land, for all the residential lots located on the Thompson Creek Tract that abut or face Blanchard Boulevard. Prior to Thompson Creek's execution and filing of said covenants, Thompson Creek will deliver a draft to Campbell for Campbell's review and approval. Campbell's prior approval will be solely based upon said covenants conformance to the following terms and conditions described in this paragraph and described below:

i. For Preliminary Plat Lot 1, Block 10, Lots 12 and 13, Block 11 and Lot 3, Block 13 of the Thompson Creek Tract:

a. Garage location: Any garage and driveway shall be located on the west side of each lot. No garage door shall be visible from Blanchard Boulevard. No garage shall be within forty (40) feet of the Blanchard Boulevard right of way, unless it is fully screened by the primary residential building.

b. Porch location and dimensions: A minimum six (6) feet deep covered porch is required along the front of each primary residential building. The primary residential building shall face Blanchard Boulevard. The porch shall wrap the building corner and extend along each of the intersecting streets for no less than twenty (20) feet, measured from the outside corner of the house.

ii. For Preliminary Plat Lots 4 through 12, inclusively, Block 13 of the Thompson Creek Tract:

a. Garage location and width: The garage location shall be behind the primary residential building with a single lane driveway along the side of the primary building. One sixteen (16) feet shared drive entrance between two homes will be encouraged. A garage on the side of the primary building shall not be located within twenty (20) feet of the front of the primary residential building, not including the porch. Any garage's interior dimension, visible from Blanchard Boulevard, shall be no wider than twenty-four (24) feet. The eave height of any garage visible from Blanchard Boulevard shall be limited to ten (10) feet unless occupied space is provided above the garage. If the garage includes two stalls and the garage opening is visible from Blanchard Boulevard, then the garage door opening will be a pair of single nine (9) feet wide garage doors and not double garage door.

b. Porch location and dimensions: A minimum six (6) feet deep covered porch is required along the front of each primary residential building.

iii. For all the preliminary and final plat lots of the Thompson Creek Tract that abut or touch Blanchard Boulevard right of way, the following conditions shall apply:

a. Front Yard,
Landscaping, Sidewalk and Street Trees: Front yard and public right-of-way space shall be natural vegetated turf, properly maintained (without a weed problem). Perennial and annual plantings are permitted. The required public sidewalk shall be five (5) feet wide. Street trees are required between the sidewalk and Blanchard Boulevard street curb and such street trees shall meet the City design standards for planting technique and tree spacing.

b. Enforcement: Any property owner or homeowner association of the Campbell Tract may enforce the covenants by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages.

C. Thompson Creek will cause Blanchard Boulevard (except for the Streetscape) to be completed on or before December 31, 2007. Within one planting season of Thompson Creek completion of Blanchard Boulevard, Campbell will cause the Streetscape to be installed.

D. When Campbell elects to construct the north or south phases of Blanchard Boulevard (entirely located on the Campbell Tract) and connects said phases to the first phase Blanchard Boulevard section located on Thompson Creek Tract's east boundary/Campbell Tract's west boundary areas, then Campbell will remove the applicable Street Turnaround(s). In consideration of Campbell removing the applicable Street Turnaround(s), Thompson Creek agrees to reimburse Campbell for one-half the cost to remove the applicable Street Turnaround(s) within thirty days of being billed by Campbell for such amount.

E. Campbell and Lincoln Public Schools have negotiated and executed a written land exchange agreement ("LPS Exchange Agreement") which would locate a proposed public elementary school on a site generally shown on Exhibit "D". In the event Campbell and Lincoln Public Schools closes on an LPS Exchange Agreement on or before July 1, 2006, then:

i. Thompson Creek and Campbell agree to use their best efforts in a timely fashion to seek final governmental approval of their preliminary plats, special permits, final plats and other related governmental approvals for an early childhood care facility which would require combining a portion of the Campbell

Tract with a portion of the Thompson Creek Tract as generally shown on Exhibit "D" (collectively "Child Care Tract"). Campbell and Thompson Creek agree to jointly apply for the necessary governmental approvals for the Child Care Tract. Said governmental applications, design, engineering, legal costs and application fees shall be paid for by Thompson Creek.

ii. Within thirty (30) days after final governmental approvals of the Child Care Tract, the parties agree to a Child Care Tract closing ("Child Care Tract Closing") which will include (i) Campbell executing and delivering a quitclaim deed to Thompson Creek conveying that portion of the Child Care Tract located on the Campbell Tract to enable Thompson Creek to own all of the Child Care Tract and in exchange, (ii) Thompson Creek (a) executing, simultaneously delivering and filing of record on the Child Care Tract a written covenant agreement, acceptable to Campbell, that runs with the land stating that the Child Care Tract and any building located thereon, will be properly landscaped, maintained and only be used for a child care facility or another use(s) that Campbell may approve in writing and (b) reimbursing Campbell for any reasonable expenses Campbell has incurred (or assume liability for any expenses Campbell has contracted for but has not paid) prior to the Child Care Closing for sidewalks, trail, landscape, Streetscape, improvements, utilities, paving, and Infrastructure in Blanchard Boulevard, Nashway Road or other public right of way or easements that touch, concern, abuts or benefits that portion of the Child Care Tract located on the Campbell Tract. The covenants will include a provision granting any property owner or homeowner association of the Campbell Tract the ability to enforce the covenants by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages. Prior to Thompson Creek's execution, delivery and filing of said written covenants, Thompson Creek will deliver a draft to Campbell for Campbell's review and approval. Campbell's prior approval will be solely based upon said covenants conformance with this paragraph. Campbell may assign its rights to approve another use(s) to a homeowner's association for that portion of the Campbell Tract abutting or adjacent to the Child Care Tract. The written covenant will state that the owner of the Child Care Tract, at its expense, shall be liable for all the applications, escrows, design, engineering, legal, construction, maintenance, repair and replacement costs and expenses associated with seeking governmental approvals of the Child Care Tract and any building, sidewalks, trail, Streetscape, parking, improvements, utilities, paving, and Infrastructure in Blanchard Boulevard, Nashway Road or other public right of way or easements that will touch, concern, abuts or benefits the Child Care Tract. After the execution of this Agreement by the parties, Thompson Creek will use its best efforts to illustrate the potential Child Care Tract on its sales and promotional materials for Thompson Creek.

iii. Thompson Creek, at its expense, agrees to amend within 120 days after the execution and closing of the LPS Exchange Agreement, the Thompson Creek

Preliminary Plat and related final plats, including dedications and easements, to cause the south end of Blanchard Boulevard and related abutting residential lots to be reconfigured as generally shown on Exhibit "D" in order to permit the location of a proposed Lincoln Public Schools elementary school site and Child Care Tract. Thompson Creek agrees to dedicate the additional Blanchard Boulevard right-of-way to the City of Lincoln and to reconfigure the remaining area at no additional charge.

iv. Campbell, at its expense, agrees to execute the necessary dedications and easements and to conform its preliminary plat, and related final plats to cause the south end of Blanchard Boulevard and related abutting area to be reconfigured as generally shown on Exhibit "D" in order to permit the location of a proposed Lincoln Public Schools elementary school site and Child Care Tract.

Section 404. Infrastructure Conditions. The Sewer Line and Blanchard Boulevard shall be subject to the following conditions:

A. After Campbell's approval of the applicable Infrastructure design, Thompson Creek will secure the necessary City's approvals pursuant to the City's approval of Thompson Creek Preliminary Plat and the executive construction order processes.

B. Campbell will post any City required security or escrow for the landscaping of Blanchard Boulevard medians and street trees located on the east right of way side of Blanchard Boulevard and Thompson Creek will post any and all other City required security or escrow for the construction, staking, inspection, street trees and easement acquisition of the Infrastructure; provided that, in the event Thompson Creek has not posted the required security or escrow for Blanchard Boulevard prior to the time Campbell attempts to secure final plat approval of that portion of the Campbell Tract that includes Blanchard Boulevard, then Campbell and Thompson Creek agree to each post one-half (1/2) the required security or escrow immediately in order to permit Campbell to secure final plat approval without delay.

C. Thompson Creek agrees to indemnify and hold Campbell harmless for Thompson Creek's cost and expense to design, construct, stake, inspect and easement acquisition of the Infrastructure; provided that Campbell will reimburse Thompson Creek the Tap/Connection Fees for the Infrastructure as described in Section 405 below; and further provided that, Campbell will dedicate to the City the sixty (60) feet of Blanchard Boulevard right-of-way. The Parties agree that the required City security or escrow will be prepared in a manner to also be security for the Thompson Creek indemnification and to be sure no liens are filed on the Campbell Tract.

D. If the City or either Party proposes any modifications to the Infrastructure items, then the other Party would have to agree in writing to such modifications in advance for such modification to be valid.

E. Thompson Creek will pay the design and construction contractors on a timely basis and pay all the City's related fees and costs (e.g., inspection, staking, etc.) for the Infrastructure.

F. Thompson Creek, at its expense, will fund and finance Campbell's Tap/Connection Fees described in Section 405.

G. Within ninety (90) days after completion of each Infrastructure improvement (Blanchard Boulevard), Thompson Creek will provide Campbell complete and accurate copies of receipts and invoices for all Costs associated with the applicable Infrastructure improvements and a statement of the amount of the Campbell Tap/Connection Fees. Campbell will have thirty (30) days ("Acceptance Date") to review the receipts and invoices of each applicable Infrastructure improvement and unless Campbell expresses disapproval in writing to Thompson Creek of the Costs and Tap/Connection Fees, then said amounts shall be deemed automatically accepted for the applicable Infrastructure improvement.

Section 405. Amount of Tap/Connection Fees. In consideration of Thompson Creek constructing the Infrastructure, Campbell agrees to reimburse Thompson Creek for Campbell's share of the Costs of the Infrastructure (collectively "Tap/Connection Fees") as follows:

A. Sewer Line: the "eight inch line" actual or equivalent Cost for the construction cost of the Sewer Line and tapable sewer extension stubs located on the Campbell Tract. Thompson Creek has provided Campbell complete and accurate copies of receipts and invoices for all Costs associated with the Sewer Line and a statement of the amount of the Campbell Tap/Connection Fees. Campbell and Thompson Creek agree that Campbell's share of the Costs for the Sewer Line is One Hundred and Twenty-Two Thousand and Five Hundred and Sixty-Five and NO/100 Dollars (\$122,565.00).

B. Intentionally Omitted.

C. Blanchard Boulevard: one half of the Cost of Blanchard Boulevard (excluding Streetscape).

Section 406. Payment Date of Tap/Connection Fees. Campbell will reimburse Thompson Creek the Tap/Connection Fee for the applicable Infrastructure improvements on the following "Payment Date(s)":

A. Campbell will reimburse Thompson Creek the Tap/Connection Fee for the Sewer Line prior to any newly platted Campbell lot (excluding three (3) existing residences) physically connecting or tapping into the Sewer Line.

B. Intentionally Omitted.

C. Campbell will reimburse Thompson Creek the Tap/Connection Fee for Blanchard Boulevard prior to any newly platted Campbell lot (excluding three (3)

existing residences) physically providing and connecting a motor vehicle driveway or street to Blanchard Boulevard.

D. In the event the Payment Date for the applicable Infrastructure improvement occurs during the first three years after the Acceptance Date, then there will be no adjustment in the Tap/Connection Fee(s). In the event the Payment Date occurs after the first three years after the Acceptance Date for the applicable Infrastructure improvement, then the Tap/Connection Fee(s) will be adjusted and be equal to ninety-five percent (95%) of the equivalent Costs for the applicable Infrastructure for the then current year as calculated by the Thompson Creek Engineer and reviewed by the Campbell Engineer.

E. Notwithstanding any contrary provision herein, in the event the City orders any or all of the existing three (3) Campbell family residence(s) located on the Campbell Tract to connect or tap to the Infrastructure improvements prior to the applicable Payment Date, said connection or tap shall not trigger the obligation of Campbell to pay the Tap/Connection Fees until the Payment Date.

F. The payment of the Tap/Connection Fee shall be made prior to the applicable Payment Date without demand, notice or presentation. Failure to pay the entire Tap/Connection Fee when due and payable shall be a default (without demand or notice) herein and the applicable Tap/Connection Fee hereunder shall then bear interest after default ("Default Interest") equal to an interest rate of fourteen percent (14%) per annum ("Default Interest Rate").

Section 407. Payment of Streetscape. Within thirty (30) days of installation by Campbell of the Streetscape in the Blanchard Boulevard medians, Thompson Creek agrees to reimburse Campbell Thirty-Four Thousand and No/Dollars (\$34,000). Within thirty (30) days of installation by Campbell of the street trees (approximately 50 feet spacing, 3" trees) along the west side of the Blanchard Boulevard right-of-way abutting Thompson Creek Tract, Thompson Creek agrees to reimburse Campbell Eleven Thousand Seven Hundred and No/Dollars (\$11,700). Failure to pay the entire reimbursement amounts when due and payable shall be a default (without demand or notice) herein and the reimbursement amount due hereunder shall then bear interest after default equal to the Default Interest Rate.

Section 408. Maintenance of Blanchard Boulevard Medians. Campbell or Village Garden Homeowners Association will be responsible for the costs of the maintenance, care, servicing, repairs and replacement of the planting and vegetation areas within the medians of Blanchard Boulevard, including related irrigation and watering systems, trees, bushes, plants and other softscape and hardscape landscape materials.

ARTICLE V

STORMWATER MANAGEMENT

Section 501. Stormwater Management. Each Party agrees to continue to explore with the other Party, at its own individual expense, potential "win, win", common or shared stormwater management approaches, including drainage and detention requirements. Unless and until any such solution is agreed upon by the Parties, each Party, at its own expense, will fully comply with the City's stormwater drainage and detention requirements on its own respective Tract.

ARTICLE VI

MISCELLANEOUS

Section 601. Engineering Costs. Unless otherwise stated herein, the Thompson Creek Engineer's costs and expenses shall be paid by Thompson Creek and the Campbell Engineer's costs and expenses shall be paid by Campbell.

Section 602. Representation. Thompson Creek and Campbell are the fee owners of their respective Tracts of land as described in Exhibit "A" and said Tracts and legal interests are free and clear of liens. All necessary corporate actions to duly approve the execution, delivery, and performance of this Agreement has been undertaken by the Parties and this Agreement constitutes a valid and binding agreement of the Parties, enforceable in accordance with its terms.

Section 603. Time is of the Essence. Time is of the essence under this Agreement.

Section 604. Remedies. In the event a Party fails to pay its obligation hereunder or breaches a covenant, warranty or representation hereunder ("Defaulting Party"), then any and all other Parties may prosecute any proceeding at law or in equity, including specific performance, against the Defaulting Party after giving thirty (30) days written notice to cure to the Defaulting Party. Any obligation that is not made when due shall then bear interest after default equal to the Default Interest Rate.

A. Copy of Notice of Default to Mortgagee. Whenever a Party shall deliver any notice or demand to a Defaulting Party with respect to any breach or default by Defaulting Party of its obligations or covenants in this Agreement, the Party delivering such notice or demand shall at the same time forward a copy of such notice or demand to each holder of any mortgage, deed of trust or similar method of encumbrance (collectively "Mortgage") at the last address of such mortgage holder as shown in the records of the Register of Deeds of Lancaster County as provided in such Mortgage of the Defaulting Party.

B. Mortgageholder's Option to Cure Defaults. If thirty (30) days after any notice or demand with respect to any breach or default as referred to in Section 604, such breach or default remains uncured, each such mortgageholder shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage.

Section 605. Recording. This Agreement is intended to be recorded against the Properties. The obligations of the Parties contained herein shall run with the land and shall become the obligation of any successor-owner of the Properties.

Section 606. Binding. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective Successors and Assigns and shall inure to and run with the Properties. This Agreement shall be binding upon and shall be construed in accordance with the laws of the State of Nebraska.

Section 607. Notice. Any notices required to be forwarded to a Party hereto shall be deemed appropriately sent, if deposited in the United States Mail, sufficient postage prepaid, addressed as follows:

If to Thompson Creek: Thompson Creek, L.L.C.
 3801 Union Drive
 Suite 102
 Lincoln, NE 68516

If to Campbell: Campbell's Nurseries & Garden Center, Inc.
 Attention: President
 7000 South 56th Street
 Lincoln, NE 68516

Any Party hereto may change its address for notification purposes by written notice to all Parties hereto in the manner and method set forth within this Section.

Section 608. Entire Agreement. This Agreement contains the entire agreement between the Parties. This Agreement may not be changed or modified in any manner unless an instrument in writing is executed by the Parties hereto.

Section 609. Assignment. In the case of the assignment of this Agreement by any of the Parties, prior written notice shall be given to the other Parties, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other Parties to this Agreement.

Section 610. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against a Party because such Party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation as contracts generally.

Section 611. Non-Merger. All agreements, covenants, representations, and warranties made herein are intended to survive until the termination of this Agreement and shall not be merged in the easements or deeds to be delivered hereunder.

Section 612. Termination. This Agreement shall terminate without further notice upon (i) delivery of the deeds and covenants described herein and (ii) Thompson Creek's completion of the Infrastructure improvement obligations described herein and Thompson Creek's receipt of full payment of the Tap/Connection Fees and Default Interest, if any, which may be due hereunder pursuant to the terms of this Agreement; provided that any easements, deeds or covenants

delivered hereunder or dedication made hereunder shall survive the termination of this Agreement. Upon request by either Party, the other Party will execute, notarize and deliver a termination release of this Agreement in a recordable form.

Section 613. Further Assurances. Each of the undersigned Parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement. Failure by a Party to demand strict adherence to this Agreement shall not constitute a waiver of any obligation, nor shall a Party be estopped from enforcing its terms in the future.

Section 614. Greenbelt Protection. The Parties acknowledge that the Campbell Tract has a "Greenbelt" designation and qualifies under the State of Nebraska Greenbelt Law. Notwithstanding any contrary provisions herein, Thompson Creek and Campbell shall cooperate in good faith and shall do any reasonable act(s), including reasonable design, dedication, conveyance, plat and annexation modifications in order to permit the continuation of the Greenbelt designation on the Campbell Tract as long as possible.

Section 615. Consent and Approval. Any consent or approval required herein shall not be unreasonably withheld.

Section 616. Relationship of Parties. Neither the method of computation nor any other provisions contained in this Agreement nor any acts of any Parties shall be deemed or construed by the Parties or by any third person to create the relationship of partnership or of joint venture of any association between the Parties, other than contractual relationships stated in this Agreement.

"Thompson Creek"

THOMPSON CREEK, L.L.C., a Nebraska limited liability company

By: [Signature]
Title: Managing Member

"Campbell"

NORTHWOODS, L.L.C., a Nebraska limited liability company

By: [Signature]
Title: Managing Member

CAMPBELL FARM & LAND COMPANY, INC.,
a Nebraska corporation

By: Michael B. Campbell
Title: President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me as of this 21st day of September, 2004 by Fred J. Matulka, as Managing Member of THOMPSON CREEK, L.L.C., a Nebraska limited liability company, on behalf of the limited liability company.



Kent Seacrest
Notary Public

[NOTARY SEAL]

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me as of this 21st day of September, 2004 by Michael B. Campbell, as Managing Member of NORTHWOODS, L.L.C., a Nebraska limited liability company, on behalf of the limited liability partnership.



Kent Seacrest
Notary Public

[NOTARY SEAL]

STATE OF NEBRASKA

)
) ss.
)

COUNTY OF LANCASTER

The foregoing instrument was acknowledged before me as of this 21st day of September, 2004 by Richard B. Campbell, as President of **CAMPBELL FARM & LAND COMPANY, INC.**, a Nebraska corporation, on behalf of the corporation.



Kent Seacrest
Notary Public

[NOTARY SEAL]

EXHIBIT "A"

PROPERTIES

THOMPSON CREEK TRACT

Lot 68, SW 21-9-7, LLCN

CAMPBELL TRACT

Lot 34, NW 21-9-7, LLCN
Lots 54 and 63, NE 21-9-7, LLCN
Lots 58 & 60, SE 21-9-7, LLCN
Lot 68, SW 21-9-7, LLCN

EXHIBIT "B"

SITE PLAN



VILLAGE GARDENS

THE ART OF Traditional Living

Regulating Plan

- Village Center
- Neighborhood Center
- Neighborhood General
- Neighborhood Edge
- School Site
- Open Space

0 100 200 400 600 ft

© 2004 LCA Town Planning & Architecture

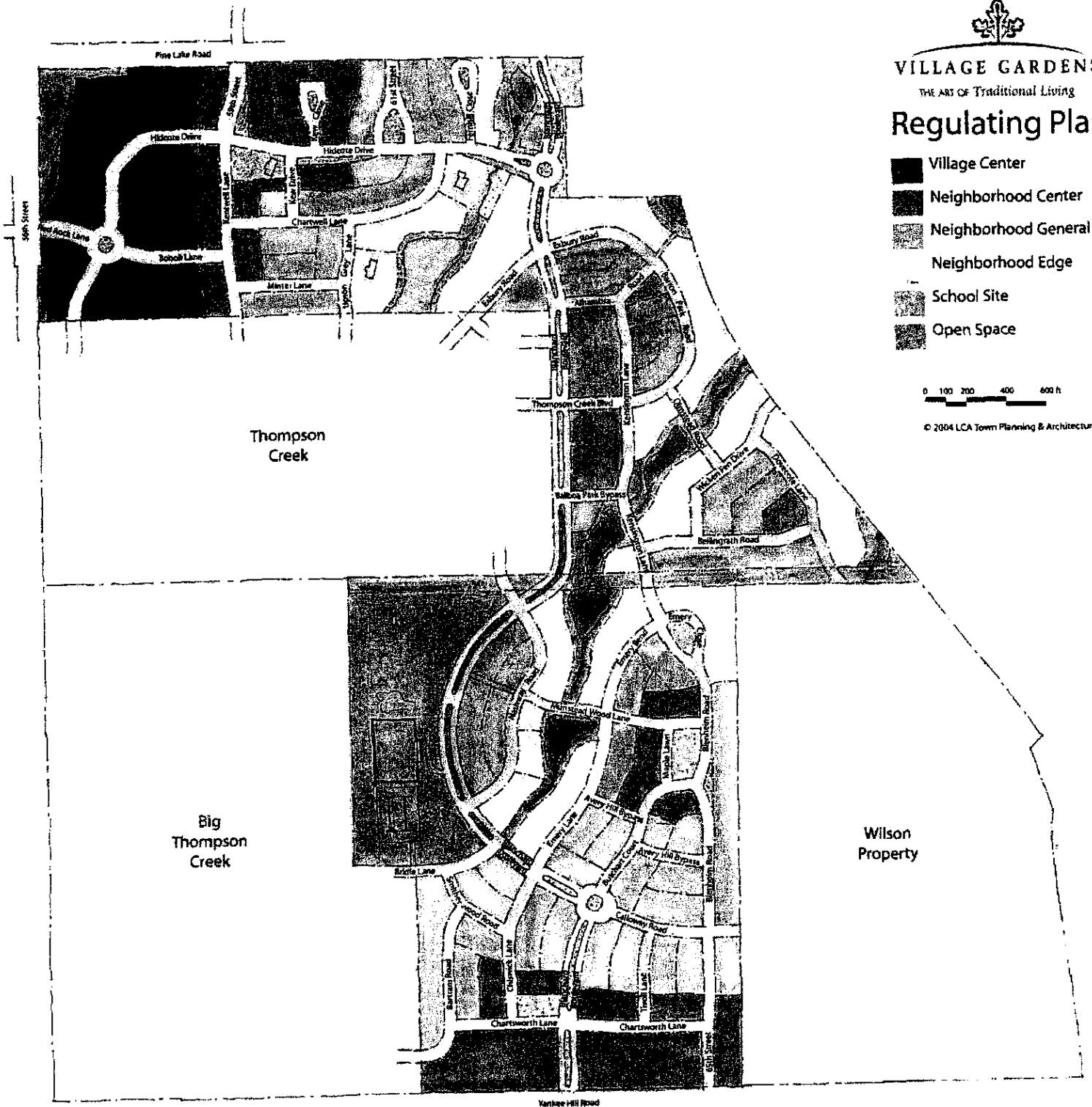


Exhibit "B"

EXHIBIT "C"

BLANCHARD BOULEVARD STREET PROFILE

TYPICAL BLANCHARD BOULEVARD RESIDENTIAL CROSS-SECTION
 JUNE 28, 2004

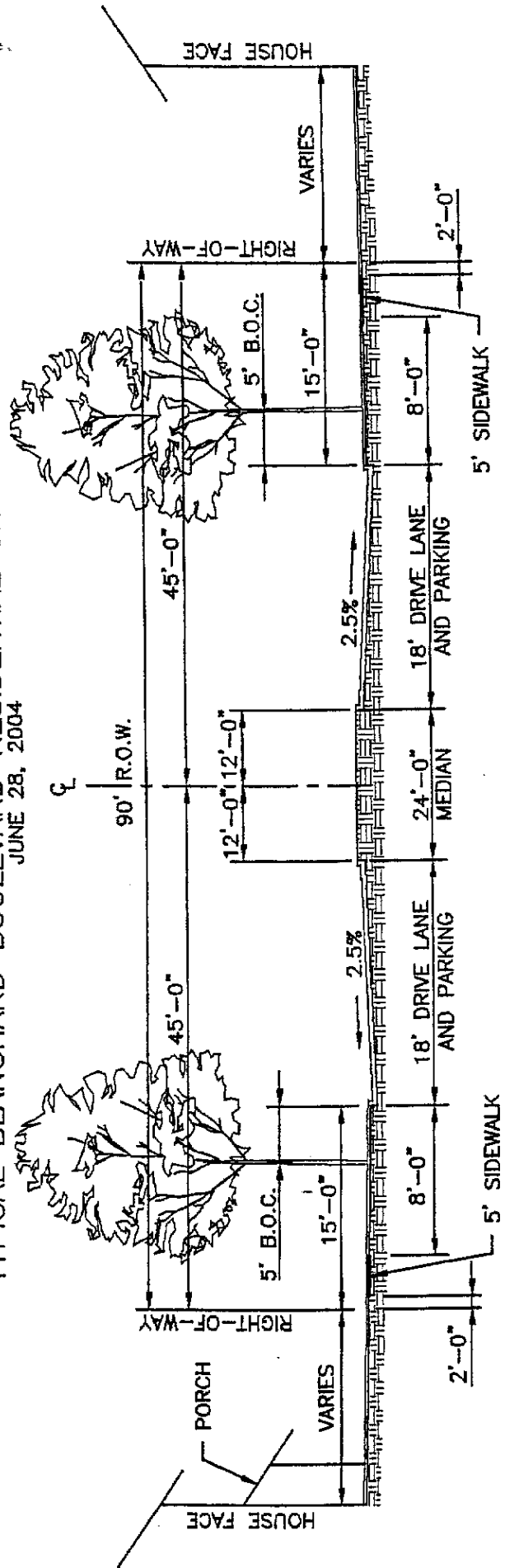


Exhibit "C"

EXHIBIT " D"

**Child Care Tract
Modification To Southeast Corner of Thompson Creek**

(map showing elimination of Lot 13, 14 and 15 and a larger Lot 16 combined with Campbell
former Neighborhood Park area as a Daycare Center Site)

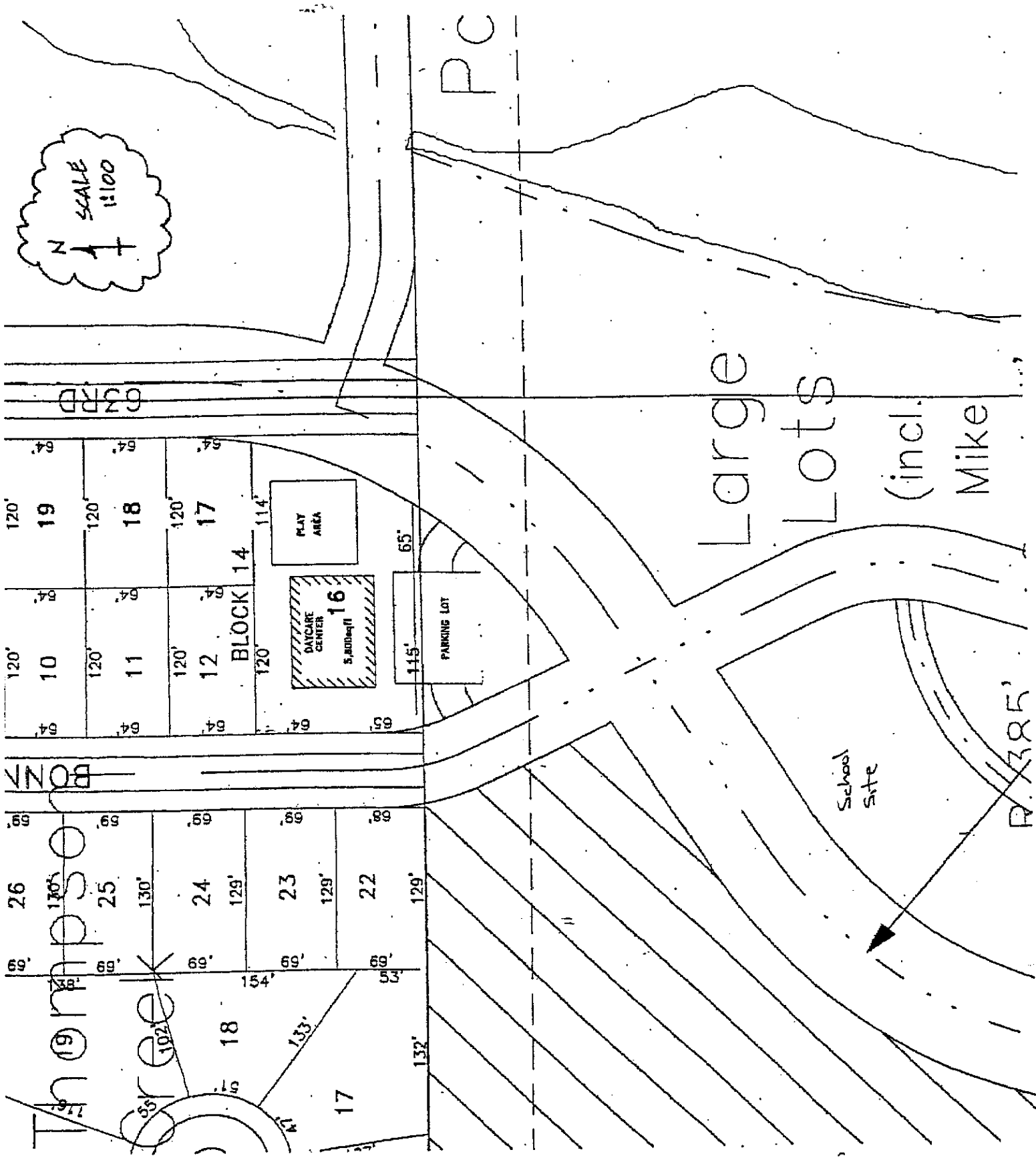


Exhibit "D"

EXHIBIT "E"

Land Exchange Map

Upon completion of the land exchange, Thompson Creek will own tracts A and C and Campbell will own tracts B and D as shown on Exhibit "E"