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Inst # 2008005165 Tue Feb 05 12:56:27 CST 2008
Filing Fee: \$214.50
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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR WATERFORD ESTATES
SINGLE FAMILY RESIDENTIAL**

THIS DECLARATION is made and entered into as of this 28th day of January, 2008, by Waterford Estates, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant".

**ARTICLE I
DEFINITIONS**

Unless defined elsewhere in this Declaration, the following terms are defined below:

"**A-Lot**" or "**A-Lots**" shall mean all Lots located within the SF Residential Property that are shown as "A-Lots" on Exhibit "A", which is attached hereto and incorporated herein by this reference.

"**Additional Property**" shall mean any real property and improvements lying adjacent to or in close proximity to the SF Residential Property or Common Area, which Declarant may from time to time add to the provisions of this Declaration pursuant to Paragraph 2 of Article VI below.

"**Association**" shall mean the Waterford Estates Homeowners Association, a Nebraska nonprofit corporation, which has been established for the purpose of enforcing and maintaining compliance with this Declaration.

"**B-Lot**" or "**B-Lots**" shall mean all Lots located within the SF Residential Property that are shown as "B-Lots" on Exhibit "A".

"**C-Lot**" or "**C-Lots**" shall mean all Lots located within the SF Residential Property that are shown as "C-Lots" on Exhibit "A".

"**City**" shall mean the City of Lincoln, Nebraska, a political subdivision.

"**Commercial Property**" shall mean the real property legally described on Exhibit "B", which is attached hereto and incorporated herein by this reference.

“Common Area” shall mean all nonbuildable outlots that are not part of the Lake Association Property and all pedestrian walkways that abut two or more Lots, as shown on any final plat of all or any portion of the SF Residential Property; provided that such final plat has been filed with the Lancaster County Register of Deeds, as well as all landscaped medians and cul-de-sac islands that are located in public streets that serve the SF Residential Property.

“D-Lot” or **“D-Lots”** shall mean all Lots located within the SF Residential Property that are shown as “D-Lots” on Exhibit “A”.

“Declarant” shall mean Waterford Estates, LLC, a Nebraska limited liability company, its successors and assigns. Declarant is the owner of the SF Residential Property and Commercial Property.

“Front Lot Line” shall mean that portion of any Lot line which directly abuts a street or private roadway open to the use of the general public.

“Front Yard” shall mean the entire portion of a Lot from the Front Lot Line of such Lot to the residence to be constructed upon the Lot.

“Lake” shall mean the actual water surface and hard edging of shoreline of the lake located on the Lake Association Property.

“Lake Association” shall mean the Waterford Lake Association, a Nebraska nonprofit corporation, which has been established for the purpose of enforcing and maintaining compliance with the Lake Covenants.

“Lake Covenants” shall mean the Declaration of Covenants, Conditions, Restrictions and Easements for Waterford Lake filed with the Lancaster County Register of Deeds on February 5, 2008, as Instrument No. 2008-005164 (“Lake Covenants”),

“Lot” or **“Lots”** shall mean all lots now or hereafter located on the SF Residential Property which are shown on any final plat of all or any portion of the SF Residential Property that has been filed with the Lancaster County Register of Deeds, and shall include all the A-Lots, B-Lots, C-Lots and D-Lots now or hereafter located within the SF Residential Property.

“Lot Owner” shall mean the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding, however, those parties having any interest in any of such Lot merely as security for the performance of any obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgage). The purchaser of a Lot under land contract or similar instrument shall be considered to be the “Lot Owner” for purposes of this Declaration.

“Maintenance Free Material” shall mean brick, stucco, stone, steel, aluminum, vinyl, colorlok, EIFS (a water-managed-type exterior installation finish system) or any other low maintenance material approved by Declarant.

“**Member**” shall mean those Lot Owners entitled to vote on matters pertaining to the business of the Association.

“**SF Residential Property**” shall mean the real property legally described on Exhibit “C”, which is attached hereto and incorporated herein by this reference.

“**Side or Rear Lot Line**” shall mean that portion of any Lot line which does not directly abut a street or private roadway open to the use of the general public.

ARTICLE II **DECLARATION**

In order to provide for the preservation of the values and amenities of the Lots as well as for the maintenance of the character and residential integrity of the Lots, the Declarant, owner of the SF Residential Property, hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the restrictions, covenants, conditions and easements contained in this Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof. The Lots are, and each Lot is, and shall be, subject to all and each of the following conditions and other terms.

ARTICLE III **RESTRICTIONS AND COVENANTS** **FOR THE SF RESIDENTIAL PROPERTY**

1. Use. Each Lot located within the SF Residential Property shall be used exclusively for single family residential purposes.

2. Plan Approval.

(a) Improvements. **Prior to the construction of any single family residence on any Lot, two sets of building plans for such residence shall be submitted by the Lot Owner to the Declarant for approval.** Said building plans shall be signed and certified by the Lot Owner as a true and correct copy of the building plans for the residence to be constructed on such Lot, and contain a statement that the Lot Owner will submit to the Declarant, for written approval, any amendments, modifications or changes to such building plans. Such building plans shall show the size, exterior material, design, color and plot plan for the residence to be constructed on such Lot and shall indicate the location of the residence, attached or detached garage and any other structures to be placed or constructed on such Lot. One set of such building plans, and all amendments, modifications and changes thereto, signed by the Lot Owner shall be left on permanent file with the Declarant. Declarant shall have the right to request the Lot Owner provide

samples of the Lot Owner's proposed exterior materials. No construction of any single family residence on any Lot shall be commenced unless and until written approval of the building plans for such residence has first been obtained from the Declarant. Written approval or disapproval of such building plans shall be given by a manager of the Declarant within ten (10) days from and after receipt thereof by the Declarant. Approval of such building plans shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such building plans if, in the opinion of the Declarant, either the style, size, material or plot plan of such residence does not conform to the general standard and character of the single family residences constructed or to be constructed on other Lots located within the SF Residential Property.

Prior to the construction of any addition to any residence constructed on any Lot, or the change or modification in the exterior of any residence constructed on any Lot, the Lot Owner shall first obtain the written approval of the Declarant to proceed with any such construction, change or modification, which approval shall not be unreasonably withheld.

(b) Landscaping. Prior to the occupancy of any single family residence on any A-Lot or B-Lot, a landscape plan signed by the Lot Owner shall also be submitted to the Declarant for approval. Any landscape plan must include at a minimum:

- (i) a landscape plan for the entire portion of the Front Yard;
- (ii) show a minimum planting schedule for such Lot of:
 - (A) for each A-Lot, six (6) two inch (2) caliper deciduous trees and two (2) evergreens of minimum five feet height in the Front Yard and any portion of the side yard visible from the street or private roadway, in combination with twenty (20) one-gallon containers of plantings in the Front Yard;
 - (C) for each B-Lot, two (2) one and one-half inch (1½) caliper deciduous trees and two (2) evergreens of minimum five feet height in the Front Yard and any portion of the side yard visible from the street or private roadway;
- (iii) meet the screening requirements of Paragraph 9 of this Article;
- (iv) contain a written certification by the Lot Owner that, to wit:
 - (A) all of the plantings required pursuant to Paragraph 2(b) of this Article will be installed within nine (9) months of completion of construction of the single family residence to be constructed on such Lot, and that such Lot will be seeded or sodded, as required herein, prior to occupancy of the single family residence;
 - (B) an underground sprinkler system will be installed on such Lot by the Lot Owner prior to any sodding of the Front Yard or any seeding and/or sodding of the remainder of

such Lot, in accordance with Paragraph 7 of this Article;
and

- (C) that the landscape plan, the plantings and the underground sprinkler system, if any, required to be installed on the Lot pursuant to this Declaration will be continually maintained (and replaced if necessary) by the Lot Owner, or the Lot Owner's successors or assigns.

No single family residence constructed upon an A-Lot or a B-Lot shall be occupied unless and until written approval of the landscape plan has first been obtained from the Declarant. Written approval or disapproval of such landscape plan shall be given by the Declarant within ten (10) days from and after receipt of such plans by the Declarant. Approval of such landscape plan shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such landscape plan if, in its opinion, such landscape plan does not conform to the general standard and character of landscape plans for other Lots located within the SF Residential Property.

Lot Owner shall be responsible for completing the planting of all items identified on the landscape plan within nine (9) months after the date the single family residence constructed upon a Lot has been occupied.

Declarant shall have the right, in Declarant's sole and absolute discretion, to waive and/or modify the application and interpretation of any term, condition or restriction imposed by this Paragraph 2.

3. Minimum Standards, Special Requirements and Restrictions. The following general standards, special requirements and restrictions shall guide the Declarant in the review of any plans for any single family residence submitted for approval within the SF Residential Property. These standards, requirements and restrictions shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Declarant shall have the right, in the Declarant's sole and absolute discretion, to modify the application and interpretation of these standards, requirements and restrictions when exercising plan approval authority.

(a) Minimum Floor Area and Dwelling Set Backs. The minimum floor area for any single family residence constructed upon a Lot, exclusive of basements, garages, porches, patios, decks or enclosed decks, are set forth below, along with the minimum setback requirements from the Front Lot Line and Side or Rear Lot Line for each Lot.

(i) A-Lots:		
	Single Story	2,000 square feet
	Two-Story	2,400 square feet
	One and one-half Story	2,200 square feet

25 feet setback from the Front Lot Line
10 feet setback from the Side Lot Line

(ii) B-Lots and C-Lots:

Single Story	1,600 square feet
Two-Story	2,000 square feet
One and one-half Story	1,800 square feet

25 feet setback from the Front Lot Line
5 feet setback from the Side Lot Line

(iii) D-Lots:

Single Story	1,300 square feet
Two-Story	1,600 square feet
One and one-half Story	1,300 square feet

25 feet setback from the Front Lot Line
5 feet setback from the Side Lot Line

(b) Exterior Finish Requirements.

(i) A-Lots: At least fifty percent (50%) of the front and each side of any single family residence constructed upon an A-Lot must be faced with brick or natural stone. All exposed foundation walls shall be constructed of or faced entirely with brick or natural stone. All remaining surfaces of any dwelling not constructed of or faced with natural stone or brick, including windows, shall be constructed of or faced with Maintenance Free Material. All driveways must be constructed of concrete, brick, paving stone or laid stone. All foundations shall be constructed of concrete or other material approved in writing by Declarant.

(ii) B-Lots: The front elevation of any single family residence constructed upon a B-Lot shall be faced with forty percent (40%) brick or natural stone. All exposed foundation walls on the front and side elevations shall be constructed of or faced entirely with brick or natural stone.

(iii) C-Lots: The front elevation of any single family residence constructed upon a C-Lot shall be faced with twenty percent (20%) brick or natural stone. All exposed foundation walls on the front and side elevations shall be constructed of or faced entirely with brick or natural stone.

(iv) D-Lots: The front elevation of any single family residence constructed upon a D-Lot shall be faced with twenty percent (20%) brick or natural stone. All exposed foundation walls on the front elevation shall be completely faced with brick, stone or siding. Exposed foundation walls other than the front elevation shall not exceed an average of thirty-six (36) inches and shall be painted or sided to match the exterior color scheme of the dwelling.

(c) Roof Requirements. The roof of each single family residence constructed upon a Lot shall meet the following:

- (i) A-Lots and B-Lots shall be a minimum pitch of 6:12;
- (ii) C-Lots shall be a minimum pitch of 6:12; and
- (iii) D-Lots shall be a minimum pitch of 5:12.

The roof of each single family residence constructed upon any Lot shall be covered with built-up asphalt shingles (minimum 250 lb. weight) such as Horizon or Heritage II or equivalent (subject to Declarant approval), shakes, wood shingles, tile or slate.

(d) Wiring Requirements. Windstream Nebraska Inc. is the incumbent local exchange carrier for the entire Waterford Estates development. Voice and broadband services are provided to new homes via fiber rather than copper cable. Therefore, certain mandatory wiring specifications must be followed. Each Lot Owner agrees that it will implement the following minimum wiring requirements for Fiber to the Premise ("FTTP") on his/her Lot:

(i) A minimum of three square feet (2' W x 1.5' H) of exterior wall space, as close as feasible to the power meter base shall be provided for the Optical Network Terminal ("ONT").

(ii) A minimum of one square foot (1' x 1') of interior space for the Power Supply/Back-Up Battery shall be provided within 50 feet wire length of the ONT location.

(iii) The power supply for the ONT requires a standard 120-volt connection that utilizes approximately 28-30 watts of power. The power outlet must be within 8 feet of the Power Supply/Back-Up Battery.

(iv) A single 1" diameter Electrical Grade PVC sleeve is required with sufficient length to attach to a conduit body, such as a locknut bushing coupling, for connecting ONT to the power supply.

(v) A dedicated National Electrical Code ("NEC") compliant grounding point is required for the ONT.

4. Grading and Erosion Control. Declarant shall have the sole and exclusive right to establish grades, slopes and/or contours on all Lots and to fix the grade upon which any single family residence shall be placed or constructed upon any Lot. Once such grades, slopes and/or contours have been established by the Declarant, they shall not be changed in connection with the construction of any single family residence on a Lot without written permission from the Declarant, but in no event will any such Lot be graded or sloped so as to change the flow of surface waters to or from adjoining Lots. If any damage is caused to an abutting Lot during construction, the Lot Owner of the Lot upon which construction is taking place shall be responsible for repairing such damage and returning the abutting Lot to its original condition. If upon notice from Declarant to repair an abutting Lot, the Lot Owner of the Lot upon which construction is or has taken place or his/her contractor fails to comply within seven (7) days of delivery of such notice, Declarant may take such measures as may be necessary to repair the damage done to the abutting Lot and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less, until paid.

Lot Owner shall be responsible at all times during construction to have in place erosion control measures including, but not limited to, silt fences, straw bales, or other additional measures, which will contain erosion of soil on the Lot and prevent tracking of mud onto streets by construction vehicles. The adequacy of erosion control measures on a Lot shall be subject to continual review during construction. Declarant shall have the right to require any Lot Owner to maintain silt fences or other additional measures if soil is observed to be eroding onto abutting Lots, sidewalk or into any street or private roadway. If upon notice from Declarant to repair, maintain or take additional measures to control erosion, the Lot Owner of any Lot or his/her contractor fails to comply within forty-eight (48) hours of delivery of such notice, Declarant may take such measures as may be necessary to control the erosion and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less, until paid.

Lot Owner acknowledges that by acceptance of a deed to a Lot, Lot Owner automatically assumes responsibility for continuing compliance with the NPDES SWPPP permit requirements relating to the Lot, including, but not limited to, proper maintenance of erosion control structures in place. **Prior to commencement of any construction activity on the Lot, Lot Owner shall (i) submit an Individual Lot Notice of Intent (NOI) and Storm Water Pollution Prevention Plan for the Lot to the City of Lincoln Building and Safety Department; and (ii) provide Declarant with a copy of said Individual Lot NOI and SWPPP.** Any liability associated with noncompliance with the NPDES SWPPP permit or Individual Lot NOI and SWPPP relating to the Lot after the date it has been transferred by the Declarant shall be the sole responsibility of Lot Owner and no responsibility shall accrue to Declarant.

No dirt from grading, excavation or resulting from any other activity on any Lot may be removed from the SF Residential Property without the prior written permission of Declarant. Declarant will designate an area or areas within the SF Residential Property for stockpiling dirt

and those placing dirt in such areas will level it so as to allow for mowing and maintenance. The Declarant may, in the Declarant's sole discretion, at such time as the Declarant deems appropriate, transfer, convey and assign to the Association the right to designate an area for stockpiling dirt.

5. Construction Time Frame. Commencement of construction of a residential dwelling upon an A-Lot must begin within twenty-four (24) months from the date title is conveyed by Declarant. In the event construction is not commenced within twenty-four (24) months from the date of conveyance by Declarant, Declarant shall have the option to purchase the A-Lot for its original sale price, less any real estate commissions or other closing costs paid by Declarant at the time of the original sale. Construction of any residence to be located upon a Lot shall be completed within eighteen (18) months from the date of commencement of excavation or construction. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

6. Garages and Access. All garages for single family residences constructed upon any Lot must be attached to the residence constructed on such Lot.

7. Lawn Irrigation and Sodding. Prior to the occupancy of any single family residence to be constructed upon any A-Lot or any B-Lot, an underground lawn irrigation system shall be installed on such Lot, the Front Yard of such Lot shall be sodded and the remainder of the Lot shall be seeded or sodded, weather permitting. Prior to the occupancy of any single family residence to be constructed upon any C-Lot or any D-Lot, such Lot shall be seeded or sodded, weather permitting.

8. Fences. Fencing shall be permitted on all Lots subject to the restrictions set forth herein. Fencing for A-Lots and B-Lots must be constructed of black wrought iron and be four (4) feet in height. Fencing shall not be constructed on any Lot closer to the street than the rear wall of the residence constructed upon such Lot. Stockade or chain link fences are strictly prohibited, except that chain link may be used on C-Lots and D-Lots for kennels only and shall be either black or green in color. All fences are subject to the review and approval of the Declarant.

9. Air Conditioning Units. Any exterior air conditioning unit or system placed on any Lot must be located in the side or rear yard and, if such unit or system is located on an A-Lot, or is visible from a street or private roadway on a B-Lot, C-Lot or D-Lot, must be screened by landscape shrubbery or fencing approved by the Declarant, in connection with the approval of the initial landscape plan submitted to the Declarant for approval.

10. Accessory Buildings. No detached accessory buildings, sheds, playhouses, greenhouses, or any structures of any kind (not including swing sets) shall be constructed or placed on any A-Lot. Any detached accessory building, sheds, playhouses, greenhouses, or any structures of any kind on a B-Lot, C-Lot, or D-Lot shall be constructed of compatible and similar materials and design with the dwelling. All other accessory improvements such as swing sets and sand boxes shall be compatible with the quality of the overall development and shall be maintained in good order and an attractive condition.

11. Animals and Animal Shelters. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog run or kennel; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by the Declarant, which may require special landscaping or screening. Dog runs or kennels shall (i) be attached to the dwelling structure, (ii) not be visible from any street or private roadway, and (iii) not be located in any required setback. Conventional household pets are permitted subject to the condition that the pet(s) is not allowed to unreasonably annoy and/or disturb the normal residential occupancy of the neighborhood or constitute a hazard to public health or safety.

12. Swimming Pools. Swimming pools shall be permitted; however, no swimming pool on any A-Lot or B-Lot may extend more than one foot above ground level. Swimming pools shall be fenced in accordance with Paragraph 8 above.

13. City Requirements. All buildings constructed upon any Lot within the SF Residential Property shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska.

14. Sidewalks. Each Lot Owner, other than the Declarant, shall be, and does hereby assume, any and all responsibility or liability for the construction and installation of public sidewalks parallel to each street or road which abuts the Lot or Lots owned by such Lot Owner. All sidewalks parallel to such street or road which abuts a Lot shall be constructed and paid for by such Lot Owner upon the earlier date of, to wit: (a) the construction of the single family residence constructed upon such Lot, or (b) whenever required by the City of Lincoln, or the Association, whichever is first. Each individual Lot Owner, other than the Declarant, shall indemnify and hold the Declarant harmless from any liability or cost incurred in connection with the installation of or payment for any public sidewalk parallel to each street or road which abuts the Lot owned by such Lot Owner.

15. Street Trees. Declarant shall be responsible for the initial planting of street trees required by the City of Lincoln along each street or road within the SF Residential Property that abuts any Lot or Lots. Such street trees shall be paid for by the Lot Owner at the time the Lot is purchased from Declarant. The Lot Owner shall be responsible for maintenance and replacement of any street tree installed by Declarant.

16. Signage. No advertising signs, billboards, or other advertising devices shall be erected, placed or permitted to remain on any Lot. However, Declarant may erect signs advertising Lots for sale within the SF Residential Property and a sign advertising a lot as "For Sale" may be erected upon any Lot

17. Exterior Restrictions. No exterior television or radio antenna, satellite receiving station or dish, exterior solar heating or cooling device, or windpowered electric generators of any sort shall be permitted on any Lot unless such apparatus is approved by the Declarant and is installed in such a manner that it is not visible from any street or roadway.

18. Repair on Lot. No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot.

19. Storage on Lot. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot for over twenty-four (24) hours, other than in an enclosed structure. No motor vehicle may be parked or stored outside on any Lot, except properly licensed and registered vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction.

20. Construction Vehicle and Rolloff Service. Declarant may designate and enforce locations through and over which all construction vehicles shall enter and exit the SF Residential Property during development. During construction of any single family residence on a Lot, a dumpster shall be placed on the Lot and no material may be staged or stored in any street, road or on another Lot. Such dumpster shall be covered and must be emptied when full. Lot Owner shall cause all building material, wrappers, and other waste to be placed in the dumpster, and shall promptly pick up and properly dispose of any debris caused by wind, vandalism, or careless disregard which is on the Lot or has been distributed upon neighboring properties. Declarant shall have the right to designate a single provider of rolloff service within the SF Residential Property in order to limit and control the number of service trucks operating within the SF Residential Property.

21. Temporary or Permanent Structures. No partially completed dwelling or temporary building and no trailer, tent, storage shed, outbuilding, shack or garage on any Lot shall be used as a temporary or permanent residence.

22. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining Lots. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials. No vegetation on vacant Lots, excluding vacant Lots owned by Declarant, shall be allowed to reach a height in excess of eighteen (18) inches. In the event vegetation on a vacant Lot not owned by the Declarant is allowed to reach a height in excess of eighteen (18) inches, the Association shall have the right to enter upon and mow the Lot, and to assess the mowing charges against the Lot. Such charges,

when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less, until paid.

23. Subdivision. No Lot may be split, divided or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of Declarant of plans and specifications for such split, division or subdivision. This provision does not apply to Declarant.

24. Construction Traffic. Each Lot Owner acknowledges and agrees that construction traffic associated with the SF Residential Property will not utilize the roads located within the Sunrise Estates Neighborhood (Linwood Lane, Avon Lane, Eastview Road, etc.) to access the SF Residential Property.

ARTICLE IV
THE LAKE AND
LAKE ASSOCIATION PROPERTY

1. Lake Association. Each Lot Owner acknowledges by acceptance of a deed to a Lot, that the Lot is subject not only to this Declaration, but also to the Lake Covenants which impose additional financial obligations on the Lot Owner for the Lake Association Property, defined therein, and establish the governing structure for the Waterford Lake Association, all as set forth in the Lake Covenants.

2. Lot Owner Maintenance of Flood Storage Area around the Lake. Each Lot Owner of an A-Lot and each Lot Owner of a B-Lot that has frontage along the Lake (identified in the Lake Covenants as a "Lake Lot") acknowledges that the Lot Owner is responsible under the Lake Covenants to maintain that portion of the Lake Association Property that is located between the hard edging of the shoreline of the Lake and the rear lot line of said Lot Owner's Lake Lot, which contains flood storage area for the 100 year and 500 year storm events ("Flood Storage Area"). Maintenance of the Flood Storage Area includes the installation of underground sprinklers within the Area, as well as mowing of said Area. Lot Owners of the Lake Lots shall not be permitted to: (i) construct any improvements, including, but not limited to, docks, fences, or playground equipment; (ii) install any landscaping; (iii) fill or excavate, or in any manner change the grade; or (iv) store any items, within the Flood Storage Area. The Flood Storage Area must be maintained as an open green space with absolutely no improvements or landscaping other than native grass.

3. Access to and Use of the Lake. Lot Owners and their respective tenants, guests and invitees, shall have no rights to access or use the Lake for any purpose other than as a detention facility, said rights having been reserved by the Declarant as set forth in the Lake Covenants.

ARTICLE V
HOMEOWNERS ASSOCIATION

1. **The Association.** Declarant shall cause the incorporation of the Association. The Association shall have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents and owners of the SF Residential Property, including:

(a) The acquisition, construction, improvement, maintenance, operation, repair, upkeep, replacement and administration of the Common Area for the use, benefit and enjoyment of all the Members. The Common Area may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of the Common Area. The rules and regulations may permit or restrict use of the Common Area Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Area.

(c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Waterford Estates; and the protection and maintenance of the residential character of the SF Residential Property.

(d) The administration of the "Proposed Assessments" made by the Lake Association pursuant to the Lake Covenants that are applicable to the SF Residential Property.

2. **Membership and Voting.** Every Lot Owner, whether one or more persons or entities, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of each Lot and ownership of such Lot shall be the sole qualification for membership. The Association shall have two classes of membership: Class A membership shall include all Members of the Association, except the Declarant, who own Lots, and Class B membership shall include the Declarant.

All Class A Members, whether one or more persons and entities, shall be entitled to one (1) vote per Lot on each matter properly coming before the Association. Declarant shall be entitled to one hundred (100) votes per Lot for each Lot owned by Declarant on each matter coming before the Members of the Association.

3. **Rights of All Members Who Own Lots.** Each Member of the Association who owns a Lot shall have the right to use and enjoy the Common Area and shall have an easement over and upon the Common Area for the use and enjoyment thereof, which shall be appurtenant to and shall pass with the interest requisite for membership held by such Member; provided, however, that no Lot Owner of a Lot shall construct any structures within the Common Area

without the prior written consent of the Association. The rights of the Members of the Association in and upon the Common Area shall be subject to the following:

(a) All easements shown upon any final plat of any portion of the SF Residential Property recorded with the Register of Deeds of Lancaster County, Nebraska;

(b) The right of the Association to promulgate rules and regulations for the reasonable use and enjoyment of the Common Area and the right of the Association, as provided in its Articles and Bylaws to suspend a Member's use of the Common Area for any period during which any assessment remains unpaid, or for any period not to exceed thirty (30) days for any other infraction of any published rules and regulations governing the use and maintenance of the Common Area; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility and subject to such conditions as may be agreed to by the Members; provided, however, that any such dedication or transfer shall be approved by a majority vote at a regular meeting of such Members, providing notice of the proposed dedication or transfer be contained in the notice of such meeting.

4. Powers and Responsibilities. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the officers, shall include but shall not be limited to the following:

(a) The acquisition, construction, improvement, development, maintenance, operation, repair, upkeep, replacement and administration of the Common Area, and the enforcement of the rules and regulations relating to the Common Area.

(b) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

(c) The fixing, levying, collecting and enforcement of all "Proposed Assessments" made by the Lake Association pursuant to the Lake Covenants that are applicable to the SF Residential Property.

(d) Acting as the Designated Property Manager for the SF Residential Property under the Lake Covenants.

(e) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for the purchase of insurance covering the Common Area against property damage and casualty,

and the purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

(f) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

(g) The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(h) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

(i) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

(j) General administration and management of the Association, and execution of such documents and doing the performance of such acts as may be necessary or appropriate to accomplish such administration or management.

(k) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

5. Association Activities Regarding the Common Area. The Association covenants and each Lot Owner of a Lot, by acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant and agree to pay to administer, insure, maintain, repair, replace, add, improve and to the extent applicable, own the Common Area. The covenant to pay shall be satisfied by the payment of dues and assessments for such administration, insurance, maintenance, repairs, replacement, addition, improvement, and to the extent applicable, ownership of the Common Area as set forth below. The Association covenants and each Lot Owner of a Lot, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to assume the obligations of the Declarant to comply with the requirements of any final plat of the SF Residential Property regarding continuous and permanent maintenance of the Common Area. In the event the Association dissolves, the Lot Owners of the Lots shall remain jointly and severally liable for the cost of administering, insuring, maintaining, repairing, replacing, adding and improving the Common Area.

6. Refuse Service. The Association shall select a single provider to provide refuse collection services for the entire SF Residential Property. The cost of the refuse services for each

Lot shall be paid by the Lot Owner directly to the service provider and shall not be collected by or paid to the Association.

7. Imposition of Dues and Assessments. The Association may fix, levy and charge each Lot Owner with dues and assessments under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the time and in the manner prescribed by the Board.

8. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

9. Liens and Personal Obligations for Dues and Assessments. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Lot Owner at the time when the dues and assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent dues and assessments shall not pass to the successor in title to the Lot Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid dues and assessments.

10. Purpose of Dues. Dues and assessments, other than for capital improvements, may be levied by the Board of Directors of the Association. The dues and assessments levied and collected by the Association shall be committed and expended to accomplish the purposes and to perform the powers and responsibilities of the Association described in this Article.

11. Assessments for Capital Improvements. In addition to the dues, the Board of Directors may levy an assessment or assessments for capital improvements; provided that, such assessment may be rejected at any time within thirty (30) days of the notice of the levy by the vote of Members comprising not less than fifty-one percent (51%) of the total votes of Lots covered by this Declaration, at a regular meeting of the Members or at a special meeting of the Members, if notice of the assessment for capital improvements is contained in the notice of the special meeting.

12. Uniform Rate of Dues and Assessments. Dues and assessments related to the Common Area shall be fixed at a uniform rate as to all Lots, but may be abated as to individual Lots, as provided in Paragraph 8, above.

13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of

request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Dues or Assessments; Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Lot Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of a Lot Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

15. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE VI

GENERAL PROVISIONS

1. Acknowledgment of Commercial Property. By acceptance of a deed to a Lot, each Lot Owner acknowledges that the Commercial Property, containing over one hundred (100) acres, is shown in the Lincoln City/Lancaster County Comprehensive Plan for light industrial and commercial use, and that a portion of the Commercial Property is currently zoned B-1 and B-2. In addition, the Lot Owners acknowledge the Commercial Property will contain uses permitted in the B-1, B-2 and I-3 zoning districts, and agree not to oppose any change of zone, use permit, or special permit that would permit said uses.

2. Additional Property. Declarant reserves the right, in its sole and absolute discretion, at any time and from time to time, to add Additional Property to the provisions of this Declaration without the consent of the Members of the Association. Additional Property may be added to this Declaration by an instrument executed by Declarant and filed with the Lancaster County Register of Deeds, which instrument shall be deemed an amendment to this Declaration (which need not be consented to or approved by any Member of the Association) and shall (i) refer to this Declaration, stating the date and filing information, (ii) contain a statement that such Additional Property is conveyed subject to the provisions of this Declaration or only specified portions thereof; (iii) contain an exact legal description of such Additional Property, and (iv) state such other or different covenants, conditions and restrictions as the Declarant, in its sole

discretion, shall specify to regulate and control the use, occupancy and improvement of such Additional Property.

3. Enforcement of Declaration. Except for the authority and powers specifically granted to the Declarant, the Declarant, Association or any Lot Owner named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. In addition, the City shall have the right to enforce by proceedings at law or in equity all restrictive covenants and conditions regarding maintenance of the Common Area. Failure by the Declarant, Association, City or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Amendment. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of fifteen (15) years from the date hereof. Thereafter, any portion of this Declaration may be amended by an instrument signed by the Lot Owners of Lots comprising not less than sixty-six percent (66%) of the total votes of Lots covered by this Declaration.

5. Assignment. Waterford Estates, LLC shall have the power to assign any or all of its rights and duties as Declarant in this Declaration to a successor or assign, or to the Association at such time as the Declarant deems appropriate, by filing a Notice of Assignment of Declarant Rights and Duties that delineates which rights and duties are being assigned. Waterford Estates, LLC, or its successor or assign, may also terminate its status as Declarant under this Declaration in its entirety, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant with respect to those remaining rights and duties the Declarant has not previously assigned to another entity, association or individual under a Notice of Assignment of Declarant Rights and Duties, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant with respect to those remaining rights and duties.

6. Partial Invalidation. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.


7. Termination of Covenants. The covenants and restrictions of this Declaration shall run with and bind the land and the Lot Owners, their successors, assigns, heirs and devisees, for a term of thirty (30) years from the date of this Declaration, after which time said Declaration shall be automatically extended for successive ten (10) year periods unless an instrument terminating this Declaration signed by the then Lot Owners of Lots comprising not less than seventy-five percent (75%) of the total votes of Lots covered by this Declaration has been recorded prior to the commencement of any ten year period.

8. City Approval. Notwithstanding the foregoing provisions, any instrument amending, modifying, abrogating, or terminating this Declaration pertaining to the structure, existence or financing of the Association maintenance of the Common Area, enforcement of this Declaration by the City of Lincoln and City of Lincoln approval of amendments to this Declaration must be approved by the City of Lincoln City Attorney's office in writing and recorded with the Register of Deeds before it shall be effective.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 28 day of January, 2008.


WATERFORD ESTATES, LLC, a
Nebraska limited liability company


By: **RIDGE DEVELOPMENT
COMPANY**, a Nebraska corporation,
Manager

By: 
Thomas E. White
President of Development

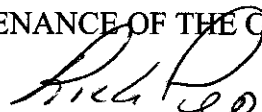
By: 
John C. Brager
President of Construction

By: **SOUTHVIEW, INC.**, a Nebraska
corporation, Manager

By: 
John F. Schleich, President

By: 
RICHARD W. MEGINNIS,
Manager

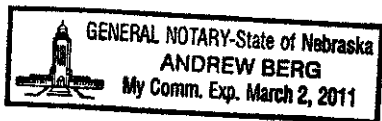
APPROVED AS TO FORM FOR THE LIMITED PURPOSE OF TRANSFERRING
MAINTENANCE OF THE COMMON AREA TO THE ASSOCIATION:



Assistant City Attorney

Date: 1-25-08

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 25 day of January, 2008, by Thomas E. White, President of Development of Ridge Development Company, a Nebraska corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company on behalf of the limited liability company.

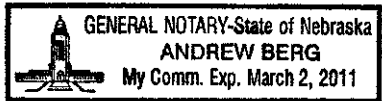




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 25 day of January, 2008, by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company on behalf of the limited liability company.

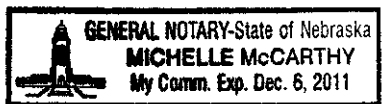




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 28 day of January, 2008, by John F. Schleich, President of Southview, Inc., a Nebraska, corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company on behalf of the limited liability company.

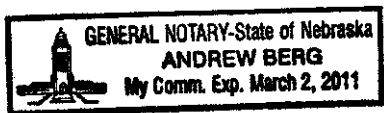




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 25 day of January, 2008, by Richard W. Meginnis, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company on behalf of the limited liability company.





Notary Public

PROJECT NO: 2005-0079
 DRAWN BY: BPH
 DATE: 1/28/06





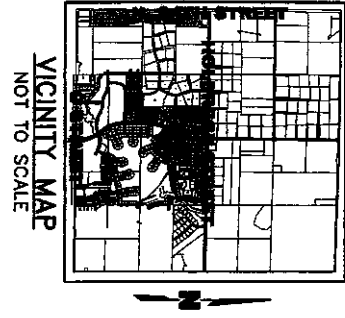
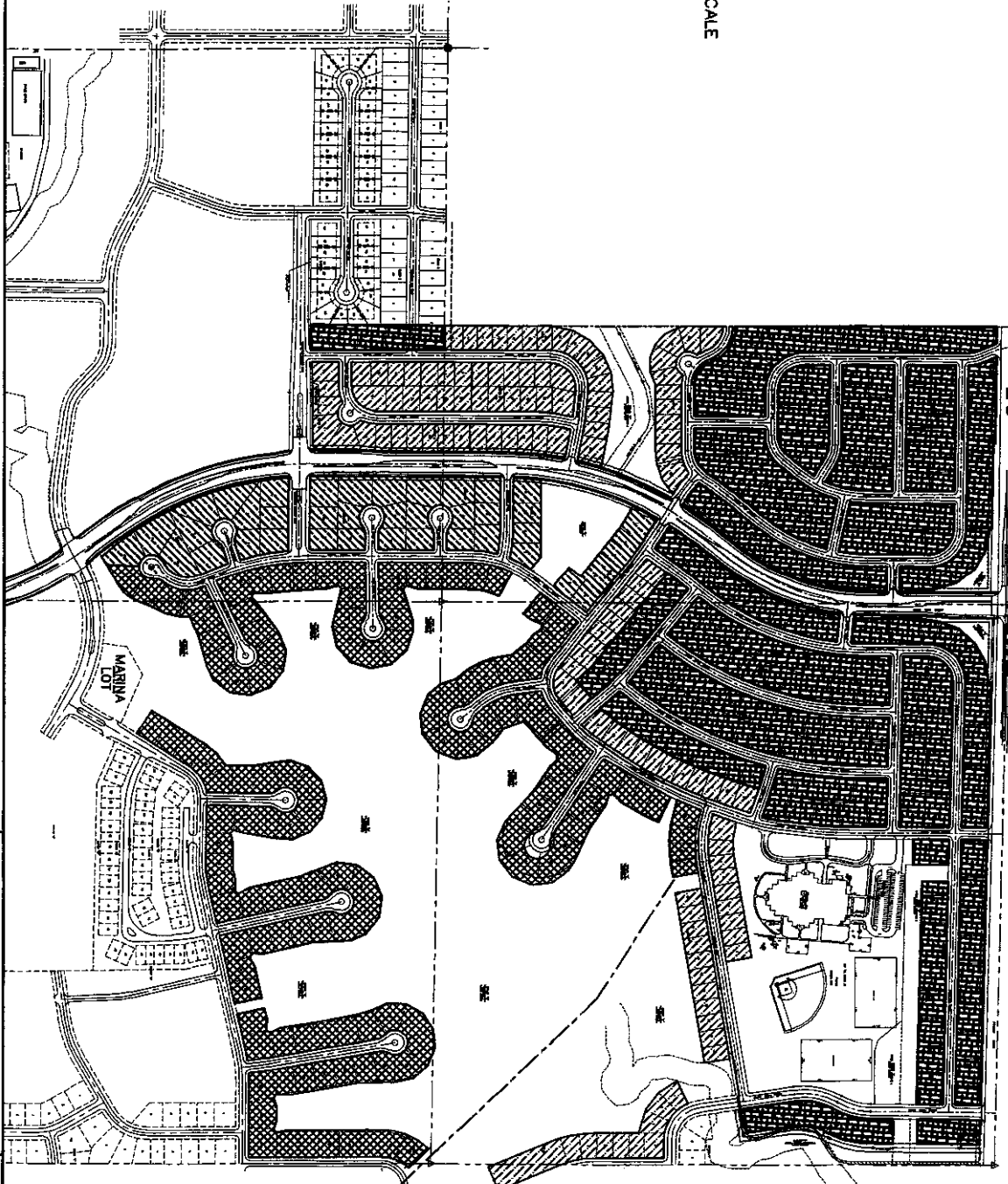
 A' LOTS
 B' LOTS
 C' LOTS
 D' LOTS

EXHIBIT "A"



WATERFORD ESTATES
 LOT COVENANTS




OLSSON ASSOCIATES
 ARCHITECTS
 1111 LAMAR BLVD. - SUITE 2000
 DENVER, CO 80202-4100
 TEL: 303-733-8800 FAX: 303-733-8801

EXHIBIT
A

EXHIBIT "B"

Commercial Property

EAST COMMERCIAL AREA:

A PORTION OF OUTLOT 'C', WATERFORD ESTATES ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, AND IN THE SOUTHEAST QUARTER OF SECTION 23, AND A PORTION OF LOT 11 I.T. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 10, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SOUTHEAST CORNER OF SAID OUTLOT 'C', SAID POINT ALSO BEING ON THE WEST LINE OF LOT 10 I.T., SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, THENCE WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'C', SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, ON AN ASSUMED BEARING OF NORTH 89 DEGREES 21 MINUTES 18 SECONDS WEST, A DISTANCE OF 193.27 FEET TO A SOUTH CORNER OF SAID OUTLOT 'C'; THENCE SOUTH 85 DEGREES 41 MINUTES 30 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'C', AND ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 451.69 FEET TO A SOUTH CORNER OF SAID OUTLOT 'C'; THENCE NORTH 77 DEGREES 40 MINUTES 42 SECONDS WEST, ALONG THE SOUTH LINE OF SAID OUTLOT 'C', AND ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 306.34 FEET TO A SOUTH CORNER OF SAID OUTLOT 'C'; THENCE NORTH 89 DEGREES 21 MINUTES 18 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'C', AND ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 262.77 FEET TO A POINT OF CURVATURE, SAID POINT BEING A SOUTHWEST CORNER OF SAID OUTLOT 'C', SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF N. 98TH STREET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1570.00 FEET, A DELTA ANGLE OF 29 DEGREES 50 MINUTES 03 SECONDS, AN ARC LENGTH OF 817.50 FEET, A CHORD BEARING OF NORTH 16 DEGREES 57 MINUTES 57 SECONDS WEST, ALONG THE WEST LINE OF SAID OUTLOT 'C', AND ALONG SAID EAST RIGHT OF WAY LINE OF NORTH 98TH STREET, A CHORD DISTANCE OF 808.30 FEET TO A NORTHWEST CORNER OF SAID OUTLOT 'C'; THENCE NORTH 20 DEGREES 52 MINUTES 44 SECONDS EAST, ALONG A NORTH LINE OF SAID OUTLOT 'C', A DISTANCE OF 18.85 FEET TO A NORTHWEST CORNER OF SAID OUTLOT 'C'; THENCE NORTH 60 DEGREES 42 MINUTES 46 SECONDS EAST, ALONG A NORTH LINE OF SAID OUTLOT 'C', A DISTANCE OF 33.07 FEET TO A POINT OF CURVATURE; THENCE ALONG A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 580.00 FEET, A DELTA ANGLE OF 03 DEGREES 18 MINUTES 56 SECONDS, AN ARC LENGTH OF 33.56 FEET, A CHORD BEARING OF NORTH 72 DEGREES 14 MINUTES 54 SECONDS EAST, ALONG A NORTH LINE OF SAID OUTLOT 'C', AND A CHORD DISTANCE OF 33.56 FEET TO A NORTH CORNER OF SAID OUTLOT 'C'; THENCE NORTH 16 DEGREES 05 MINUTES 38 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'C', A DISTANCE OF 105.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 685.00 FEET, A DELTA ANGLE OF 14 DEGREES 38 MINUTES 54 SECONDS, AN ARC LENGTH OF 175.13 FEET, A CHORD BEARING OF NORTH 81 DEGREES 13 MINUTES 49 SECONDS EAST, AND A CHORD DISTANCE OF 174.65 FEET TO A POINT; THENCE NORTH 06 DEGREES 55 MINUTES 52 SECONDS EAST, A DISTANCE OF 174.39 FEET TO A POINT; THENCE NORTH 63 DEGREES 25 MINUTES 36 SECONDS EAST, A DISTANCE OF 262.27 FEET TO A POINT; THENCE SOUTH 65 DEGREES 20 MINUTES 45 SECONDS EAST, A DISTANCE OF 228.11 FEET TO A POINT; THENCE SOUTH 55 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 76.01 FEET TO A POINT; THENCE SOUTH 21 DEGREES 52 MINUTES 15 SECONDS EAST, A DISTANCE OF 108.07 FEET TO A POINT; THENCE SOUTH 67 DEGREES 01 MINUTES 23 SECONDS EAST, A DISTANCE OF 217.87 FEET TO A POINT; THENCE SOUTH 88 DEGREES 55 MINUTES 37 SECONDS EAST, A DISTANCE OF 882.89 FEET TO A POINT; THENCE SOUTH 00 DEGREES 48 MINUTES 28 SECONDS EAST, A DISTANCE OF 488.48 FEET TO A POINT ON A SOUTH LINE OF SAID LOT 11 I.T., SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 10 I.T.; THENCE NORTH 88 DEGREES 57 MINUTES 49 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 11 I.T., SAID LINE BEING THE NORTH LINE OF SAID LOT 10 I.T., A DISTANCE OF 424.09 FEET TO A POINT ON AN EAST LINE OF SAID OUTLOT 'C', SAID POINT BEING THE NW. CORNER OF SAID LOT 10 I.T.; THENCE SOUTH 00 DEGREES 13 MINUTES 31 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'C', SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 10 I.T., A DISTANCE OF 451.28 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,587,231.79 SQUARE FEET OR 36.44 ACRES, MORE OR LESS.

WEST COMMERCIAL AREA:

A PORTION OF OUTLOT 'D', WATERFORD ESTATES ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 10, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'D', SAID CORNER BEING ON THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, SAID CORNER ALSO BEING ON THE WEST RIGHT OF WAY LINE OF NORTH 98TH STREET, THENCE WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, ON AN ASSUMED BEARING OF SOUTH 86 DEGREES 46 MINUTES 15 SECONDS WEST, A DISTANCE OF 337.32 FEET TO A SOUTH CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A NORTH CORNER OF EAST 'O' STREET RIGHT OF WAY; THENCE NORTH 83 DEGREES 32 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, A DISTANCE OF 351.85 FEET TO A SOUTH CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A NORTH CORNER OF EAST 'O' STREET RIGHT OF WAY; THENCE SOUTH 85 DEGREES 06 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE

NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, A DISTANCE OF 251.15 FEET TO A SOUTH CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A NORTH CORNER OF EAST 'O' STREET RIGHT OF WAY; THENCE SOUTH 89 DEGREES 14 MINUTES 54 SECONDS WEST, ALONG THE SOUTH LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, A DISTANCE OF 300.08 FEET TO A SOUTH CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A NORTH CORNER OF EAST 'O' STREET RIGHT OF WAY; THENCE NORTH 89 DEGREES 24 MINUTES 54 SECONDS WEST, ALONG THE SOUTH LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, A DISTANCE OF 145.00 FEET TO A SOUTH CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A NORTH CORNER OF EAST 'O' STREET RIGHT OF WAY; THENCE SOUTH 00 DEGREES 35 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, A DISTANCE OF 17.86 FEET TO A SOUTH CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A NORTH CORNER OF EAST 'O' STREET RIGHT OF WAY; THENCE NORTH 89 DEGREES 24 MINUTES 34 SECONDS WEST, ALONG THE SOUTH LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, A DISTANCE OF 71.64 FEET TO A SOUTH CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A NORTH CORNER OF EAST 'O' STREET RIGHT OF WAY; THENCE NORTH 00 DEGREES 50 MINUTES 30 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'D', A DISTANCE OF 398.88 FEET TO A WEST CORNER OF SAID OUTLOT 'D'; THENCE NORTH 89 DEGREES 09 MINUTES 30 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'D', A DISTANCE OF 69.91 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 640.44 FEET, A DELTA ANGLE OF 41 DEGREES 08 MINUTES 48 SECONDS, AN ARC LENGTH OF 459.92 FEET, A CHORD BEARING OF NORTH 47 DEGREES 38 MINUTES 05 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'D', AND A CHORD LENGTH OF 450.11 FEET TO A WEST CORNER OF SAID OUTLOT 'D'; THENCE NORTH 30 DEGREES 01 MINUTES 45 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'D', A DISTANCE OF 71.22 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 480.77 FEET, A DELTA ANGLE OF 34 DEGREES 09 MINUTES 30 SECONDS, AN ARC LENGTH OF 286.62 FEET, A CHORD BEARING OF NORTH 70 DEGREES 52 MINUTES 37 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'D', AND A CHORD LENGTH OF 282.40 FEET TO A WEST CORNER OF SAID OUTLOT 'D'; THENCE NORTH 87 DEGREES 57 MINUTES 23 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'D', A DISTANCE OF 262.74 FEET TO A WEST CORNER OF SAID OUTLOT 'D'; THENCE NORTH 43 DEGREES 29 MINUTES 54 SECONDS WEST, A DISTANCE OF 79.00 FEET TO A WEST CORNER OF SAID OUTLOT 'D'; THENCE NORTH 62 DEGREES 31 MINUTES 43 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'D', A DISTANCE OF 61.30 FEET TO A WEST CORNER OF SAID OUTLOT 'D'; THENCE NORTH 19 DEGREES 43 MINUTES 36 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'D', A DISTANCE OF 39.99 FEET TO A WEST CORNER OF SAID OUTLOT 'D'; THENCE NORTH 89 DEGREES 58 MINUTES 39 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'D', A DISTANCE OF 44.33 FEET TO A WEST CORNER OF SAID OUTLOT 'D'; THENCE NORTH 00 DEGREES 01 MINUTES 21 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'D', A DISTANCE OF 992.31 FEET TO A POINT; THENCE SOUTH 89 DEGREES 24 MINUTES 38 SECONDS EAST, A DISTANCE OF 729.79 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 53 SECONDS WEST, A DISTANCE OF 90.96 FEET TO A POINT; THENCE SOUTH 89 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 547.18 FEET TO A POINT; THENCE SOUTH 87 DEGREES 19 MINUTES 39 SECONDS EAST, A DISTANCE OF 350.28 FEET TO A POINT; THENCE SOUTH 89 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 264.49 FEET TO A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 27 DEGREES 38 MINUTES 04 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 17.90 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 10 DEGREES 37 MINUTES 15 SECONDS EAST, A DISTANCE OF 44.87 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,560.00 FEET, A DELTA ANGLE OF 23 DEGREES 33 MINUTES 06 SECONDS, AN ARC LENGTH OF 641.24 FEET, A CHORD BEARING OF SOUTH 16 DEGREES 43 MINUTES 12 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 636.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, A DELTA ANGLE OF 08 DEGREES 16 MINUTES 09 SECONDS, AN ARC LENGTH OF 46.18 FEET, A CHORD BEARING OF SOUTH 24 DEGREES 21 MINUTES 40 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 46.14 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 12 DEGREES 28 MINUTES 19 SECONDS, AN ARC LENGTH OF 69.22 FEET, A CHORD BEARING OF SOUTH 26 DEGREES 27 MINUTES 46 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 69.09 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,570.00 FEET, A DELTA ANGLE OF 03 DEGREES 46 MINUTES 57 SECONDS, AN ARC LENGTH OF 103.64 FEET, A CHORD BEARING OF SOUTH 34 DEGREES 35 MINUTES 24 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 103.63 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 36 DEGREES 28 MINUTES 52 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 150.72 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 11 DEGREES 16 MINUTES 18 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 15.00 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 61 DEGREES 35 MINUTES 01 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 42.31 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 451.00 FEET, A DELTA ANGLE OF 01 DEGREES 01 MINUTES 52 SECONDS, AN ARC LENGTH OF 8.12 FEET, A CHORD BEARING OF SOUTH 73 DEGREES 10 MINUTES 37 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 8.12 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 16 DEGREES 18 MINUTES 27 SECONDS EAST, ALONG AN

EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 98.00 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 549.00 FEET, A DELTA ANGLE OF 08 DEGREES 21 MINUTES 54 SECONDS, AN ARC LENGTH OF 80.15 FEET, A CHORD BEARING OF NORTH 69 DEGREES 30 MINUTES 36 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 80.08 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 65 DEGREES 03 MINUTES 00 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 27.37 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 38 DEGREES 34 MINUTES 11 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 41.11 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,434.00 FEET, A DELTA ANGLE OF 11 DEGREES 33 MINUTES 31 SECONDS, AN ARC LENGTH OF 289.29 FEET, A CHORD BEARING OF SOUTH 25 DEGREES 05 MINUTES 29 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 288.80 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 327.00 FEET, A DELTA ANGLE OF 16 DEGREES 04 MINUTES 15 SECONDS, AN ARC LENGTH OF 91.72 FEET, A CHORD BEARING OF SOUTH 11 DEGREES 16 MINUTES 35 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 91.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 10 DEGREES 10 MINUTES 03 SECONDS, AN ARC LENGTH OF 56.43 FEET, A CHORD BEARING OF SOUTH 08 DEGREES 19 MINUTES 29 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 56.36 FEET TO A POINT OF REVERSE CURVEATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,418.00 FEET, A DELTA ANGLE OF 12 DEGREES 33 MINUTES 00 SECONDS, AN ARC LENGTH OF 310.60 FEET, A CHORD BEARING OF SOUTH 07 DEGREES 08 MINUTES 00 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 309.98 FEET TO THE POINT OF BEGINNING, EXCEPT FOR THAT PORTION OF OUTLOT 'D', WATERFORD ESTATES ADDITION, THAT IS DEFINED AS "LAKE ASSOCIATION PROPERTY" IN THE LAKE COVENANTS, FOR A TOTAL AREA OF 3,041,972.96 SQUARE FEET OR 69.84 ACRES MORE OR LESS.

EXHIBIT "C"

Residential Property

LAKE FRONT AREA 1

A PORTION OF OUTLOT 'C', WATERFORD ESTATES ADDITION, OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 24, TOWNSHIP 10, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE SOUTH ALONG THE EAST LINE OF SAID OUTLOT 'C', SAID LINE BEING THE EAST LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING; SOUTH 00 DEGREES 10 MINUTES 10 SECONDS WEST, A DISTANCE OF 78.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 10 MINUTES 10 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 799.61 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 393.17 FEET TO A POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 615.00 FEET, A DELTA ANGLE OF 12 DEGREES 52 MINUTES 57 SECONDS, AN ARC LENGTH OF 138.28 FEET, A CHORD BEARING OF SOUTH 83 DEGREES 43 MINUTES 42 SECONDS WEST, AND A CHORD LENGTH OF 137.99 FEET TO A POINT; THENCE SOUTH 77 DEGREES 17 MINUTES 14 SECONDS WEST, A DISTANCE OF 813.46 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 485.00 FEET, A DELTA ANGLE OF 13 DEGREES 59 MINUTES 22 SECONDS, AN ARC LENGTH OF 118.42 FEET, A CHORD BEARING OF SOUTH 84 DEGREES 16 MINUTES 55 SECONDS WEST, AND A CHORD LENGTH OF 118.13 FEET TO A POINT; THENCE NORTH 88 DEGREES 43 MINUTES 24 SECONDS WEST, A DISTANCE OF 287.64 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 60 DEGREES 47 MINUTES 26 SECONDS, AN ARC LENGTH OF 159.15 FEET, A CHORD BEARING OF SOUTH 60 DEGREES 52 MINUTES 53 SECONDS WEST, AND A CHORD LENGTH OF 151.79 FEET TO A POINT; THENCE SOUTH 30 DEGREES 29 MINUTES 10 SECONDS WEST, A DISTANCE OF 320.37 FEET TO A POINT; THENCE NORTH 21 DEGREES 52 MINUTES 15 SECONDS WEST, A DISTANCE OF 52.37 FEET TO A POINT; THENCE NORTH 55 DEGREES 54 MINUTES 23 SECONDS WEST, A DISTANCE OF 125.03 FEET TO A POINT; THENCE NORTH 32 DEGREES 46 MINUTES 37 SECONDS EAST, A DISTANCE OF 300.15 FEET TO A POINT; THENCE NORTH 40 DEGREES 29 MINUTES 10 SECONDS EAST, A DISTANCE OF 68.85 FEET TO A POINT; THENCE NORTH 53 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 68.85 FEET TO A POINT; THENCE NORTH 01 DEGREES 16 MINUTES 36 SECONDS EAST, A DISTANCE OF 131.75 FEET TO A POINT; THENCE NORTH 10 DEGREES 01 MINUTES 11 SECONDS WEST, A DISTANCE OF 86.87 FEET TO A POINT; THENCE NORTH 06 DEGREES 40 MINUTES 35 SECONDS WEST, A DISTANCE OF 87.25 FEET TO A POINT; THENCE NORTH 20 DEGREES 36 MINUTES 12 SECONDS EAST, A DISTANCE OF 87.25 FEET TO A POINT; THENCE NORTH 47 DEGREES 52 MINUTES 58 SECONDS EAST, A DISTANCE OF 87.25 FEET TO A POINT; THENCE NORTH 75 DEGREES 09 MINUTES 45 SECONDS EAST, A DISTANCE OF 87.25 FEET TO A POINT; THENCE SOUTH 77 DEGREES 33 MINUTES 28 SECONDS EAST, A DISTANCE OF 87.25 FEET TO A POINT; THENCE SOUTH 50 DEGREES 16 MINUTES 42 SECONDS EAST, A DISTANCE OF 87.25 FEET TO A POINT; THENCE SOUTH 22 DEGREES 59 MINUTES 55 SECONDS EAST, A DISTANCE OF 87.25 FEET TO A POINT; THENCE SOUTH 04 DEGREES 16 MINUTES 51 SECONDS WEST, A DISTANCE OF 87.25 FEET TO A POINT; THENCE SOUTH 09 DEGREES 39 MINUTES 17 SECONDS WEST, A DISTANCE OF 152.21 FEET TO A POINT; THENCE SOUTH 17 DEGREES 04 MINUTES 42 SECONDS WEST, A DISTANCE OF 33.86 FEET TO A POINT; THENCE SOUTH 34 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 24.50 FEET TO A POINT; THENCE NORTH 79 DEGREES 47 MINUTES 36 SECONDS EAST, A DISTANCE OF 50.18 FEET TO A POINT; THENCE SOUTH 88 DEGREES 42 MINUTES 44 SECONDS EAST, A DISTANCE OF 49.18 FEET TO A POINT; THENCE NORTH 88 DEGREES 43 MINUTES 18 SECONDS EAST, A DISTANCE OF 85.03 FEET TO A POINT; THENCE NORTH 83 DEGREES 51 MINUTES 31 SECONDS EAST, A DISTANCE OF 95.62 FEET TO A POINT; THENCE NORTH 24 DEGREES 09 MINUTES 26 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A POINT; THENCE NORTH 24 DEGREES 01 MINUTES 22 SECONDS WEST, A DISTANCE OF 50.99 FEET TO A POINT; THENCE NORTH 12 DEGREES 42 MINUTES 46 SECONDS WEST, A DISTANCE OF 250.00 FEET TO A POINT; THENCE NORTH 22 DEGREES 07 MINUTES 53 SECONDS WEST, A DISTANCE OF 177.87 FEET TO A POINT; THENCE NORTH 07 DEGREES 55 MINUTES 03 SECONDS EAST, A DISTANCE OF 95.76 FEET TO A POINT; THENCE NORTH 37 DEGREES 55 MINUTES 03 SECONDS EAST, A DISTANCE OF 95.76 FEET TO A POINT; THENCE NORTH 67 DEGREES 55 MINUTES 03 SECONDS EAST, A DISTANCE OF 95.76 FEET TO A POINT; THENCE SOUTH 82 DEGREES 04 MINUTES 57 SECONDS EAST, A DISTANCE OF 95.76 FEET TO A POINT; THENCE SOUTH 52 DEGREES 04 MINUTES 57 SECONDS EAST, A DISTANCE OF 95.76 FEET TO A POINT; THENCE SOUTH 25 DEGREES 14 MINUTES 13 SECONDS EAST, A DISTANCE OF 75.95 FEET TO A POINT; THENCE SOUTH 01 DEGREES 32 MINUTES 44 SECONDS EAST, A DISTANCE OF 75.95 FEET TO A POINT; THENCE SOUTH 03 DEGREES 34 MINUTES 38 SECONDS EAST, A DISTANCE OF 96.22 FEET TO A POINT; THENCE SOUTH 12 DEGREES 42 MINUTES 46 SECONDS EAST, A DISTANCE OF 240.00 FEET TO A POINT; THENCE SOUTH 03 DEGREES 59 MINUTES 11 SECONDS WEST, A DISTANCE OF 52.20 FEET TO A POINT; THENCE SOUTH 57 DEGREES 42 MINUTES 46 SECONDS EAST, A DISTANCE OF 28.28 FEET TO A POINT; THENCE NORTH 55 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 53.85 FEET TO A POINT; THENCE NORTH 77 DEGREES 17 MINUTES 14 SECONDS EAST, A DISTANCE OF 148.88 FEET TO A POINT; THENCE SOUTH 12 DEGREES 31 MINUTES 36 SECONDS EAST, A DISTANCE OF 130.65 FEET TO A POINT; THENCE NORTH 76 DEGREES 32 MINUTES 58 SECONDS EAST, A DISTANCE OF 50.43 FEET TO A POINT; THENCE NORTH 12 DEGREES 42 MINUTES 46 SECONDS WEST, A DISTANCE OF 130.00 FEET TO A POINT; THENCE NORTH 77 DEGREES 17 MINUTES 14 SECONDS EAST, A DISTANCE OF 56.49 FEET TO A POINT; THENCE SOUTH 86 DEGREES 40 MINUTES 37 SECONDS EAST, A DISTANCE OF 51.13 FEET TO A POINT; THENCE NORTH 34 DEGREES 30 MINUTES 17 SECONDS EAST, A DISTANCE OF 20.45 FEET TO A POINT; THENCE NORTH 26 DEGREES 01 MINUTES 08 SECONDS WEST, A DISTANCE OF 51.57 FEET TO A POINT; THENCE NORTH 09 DEGREES 54 MINUTES 23 SECONDS WEST, A DISTANCE OF 354.22 FEET TO A POINT; THENCE NORTH 15 DEGREES 42 MINUTES 16 SECONDS WEST, A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH 24 DEGREES 42 MINUTES 21 SECONDS WEST, A

DISTANCE OF 89.61 FEET TO A POINT; THENCE NORTH 02 DEGREES 34 MINUTES 26 SECONDS EAST, A DISTANCE OF 89.61 FEET TO A POINT; THENCE NORTH 29 DEGREES 49 MINUTES 41 SECONDS EAST, A DISTANCE OF 89.45 FEET TO A POINT; THENCE NORTH 57 DEGREES 11 MINUTES 07 SECONDS EAST, A DISTANCE OF 89.75 FEET TO A POINT; THENCE NORTH 84 DEGREES 18 MINUTES 33 SECONDS EAST, A DISTANCE OF 89.42 FEET TO A POINT; THENCE SOUTH 68 DEGREES 20 MINUTES 00 SECONDS EAST, A DISTANCE OF 89.78 FEET TO A POINT; THENCE SOUTH 41 DEGREES 01 MINUTES 41 SECONDS EAST, A DISTANCE OF 89.61 FEET TO A POINT; THENCE SOUTH 13 DEGREES 44 MINUTES 54 SECONDS EAST, A DISTANCE OF 89.61 FEET TO A POINT; THENCE SOUTH 00 DEGREES 56 MINUTES 36 SECONDS EAST, A DISTANCE OF 174.77 FEET TO A POINT; THENCE SOUTH 09 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 330.00 FEET TO A POINT; THENCE SOUTH 05 DEGREES 53 MINUTES 42 SECONDS WEST, A DISTANCE OF 51.96 FEET TO A POINT; THENCE SOUTH 54 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 20.01 FEET TO A POINT; THENCE NORTH 73 DEGREES 49 MINUTES 51 SECONDS EAST, A DISTANCE OF 49.52 FEET TO A POINT; THENCE SOUTH 89 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 58.06 FEET TO A POINT; THENCE SOUTH 74 DEGREES 03 MINUTES 34 SECONDS EAST, A DISTANCE OF 51.95 FEET TO A POINT; THENCE NORTH 45 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 20.01 FEET TO A POINT; THENCE NORTH 15 DEGREES 37 MINUTES 09 SECONDS WEST, A DISTANCE OF 51.96 FEET TO A POINT; THENCE NORTH 00 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 430.00 FEET TO A POINT; THENCE NORTH 04 DEGREES 08 MINUTES 42 SECONDS EAST, A DISTANCE OF 61.28 FEET TO A POINT; THENCE NORTH 15 DEGREES 20 MINUTES 18 SECONDS EAST, A DISTANCE OF 61.30 FEET TO A POINT; THENCE NORTH 27 DEGREES 01 MINUTES 29 SECONDS EAST, A DISTANCE OF 64.94 FEET TO A POINT; THENCE NORTH 39 DEGREES 02 MINUTES 58 SECONDS EAST, A DISTANCE OF 64.94 FEET TO A POINT; THENCE SOUTH 44 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 98.05 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,025,951.93 SQUARE FEET OR 23.55 ACRES, MORE OR LESS.

LAKE FRONT AREA 2

LOTS 1 THRU 3, BLOCK 1, LOTS 1 THRU 32 BLOCK 2, OUTLOT 'A', A PORTION OF OUTLOT 'C', AND A PORTION OF OUTLOT 'E', ALL LOCATED IN WATERFORD ESTATES ADDITION, LOCATED IN THE WEST ONE-HALF OF SECTION 24, AND THE EAST ONE-HALF OF SECTION 23, TOWNSHIP 10, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT 'A', SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SAID OUTLOT 'E', THENCE EAST ALONG THE NORTH LINE OF SAID OUTLOT 'A', AND THE NORTH LINE OF SAID LOTS 1 THRU 3, BLOCK 1, ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 357.13 FEET TO A NORTH CORNER OF SAID LOT 3, BLOCK 1; THENCE SOUTH 53 DEGREES 09 MINUTES 14 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID LOT 3, A DISTANCE OF 78.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 1, SAID POINT BEING THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 460.00 FEET, A DELTA ANGLE OF 01 DEGREES 40 MINUTES 08 SECONDS, AN ARC LENGTH OF 13.40 FEET, A CHORD BEARING OF NORTH 37 DEGREES 40 MINUTES 50 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'E', AND A CHORD LENGTH OF 13.40 FEET TO AN EAST CORNER OF SAID OUTLOT 'E'; THENCE NORTH 38 DEGREES 30 MINUTES 53 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'E', A DISTANCE OF 122.16 FEET TO A POINT; THENCE NORTH 51 DEGREES 29 MINUTES 07 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT; THENCE NORTH 38 DEGREES 30 MINUTES 53 SECONDS EAST, A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH 51 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 294.73 FEET TO A POINT; THENCE NORTH 58 DEGREES 23 MINUTES 56 SECONDS WEST, A DISTANCE OF 107.73 FEET TO A POINT ON THE WEST LINE OF SAID OUTLOT 'E', SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF N. 98TH STREET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,430.00 FEET, A DELTA ANGLE OF 05 DEGREES 12 MINUTES 32 SECONDS, AN ARC LENGTH OF 130.01 FEET, A CHORD BEARING OF NORTH 27 DEGREES 26 MINUTES 04 SECONDS EAST, ALONG THE WEST LINE OF SAID OUTLOT 'E', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 129.96 FEET TO A NORTHWEST CORNER OF SAID OUTLOT 'E'; THENCE SOUTH 58 DEGREES 38 MINUTES 19 SECONDS EAST, ALONG A NORTH LINE OF SAID OUTLOT 'E', A DISTANCE OF 22.24 FEET TO A NORTH CORNER OF SAID OUTLOT 'E'; THENCE NORTH 31 DEGREES 11 MINUTES 43 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'E', A DISTANCE OF 33.00 FEET TO A NORTHWEST CORNER OF SAID OUTLOT 'E'; THENCE SOUTH 58 DEGREES 38 MINUTES 19 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID OUTLOT 'E', A DISTANCE OF 20.66 FEET TO A NORTHEAST CORNER OF SAID OUTLOT 'E', SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET, A DELTA ANGLE OF 07 DEGREES 09 MINUTES 12 SECONDS, AN ARC LENGTH OF 124.85 FEET, A CHORD BEARING OF SOUTH 55 DEGREES 03 MINUTES 43 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID OUTLOT 'E', AND A CHORD LENGTH OF 124.77 FEET TO A NORTHEAST CORNER OF SAID OUTLOT 'E'; THENCE SOUTH 51 DEGREES 29 MINUTES 07 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID OUTLOT 'E', A DISTANCE OF 263.76 FEET TO A POINT; THENCE SOUTH 38 DEGREES 30 MINUTES 53 SECONDS WEST, A DISTANCE OF 130.00 FEET TO A POINT; THENCE SOUTH 51 DEGREES 29 MINUTES 07 SECONDS EAST, A DISTANCE OF 150.00 FEET TO A POINT ON A WEST LINE OF SAID OUTLOT 'C'; THENCE NORTH 38 DEGREES 30 MINUTES 53 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'C', A DISTANCE OF 130.00 FEET TO A POINT ON THE NORTHEAST LINE OF SAID OUTLOT 'C'; THENCE SOUTH 51 DEGREES 29 MINUTES 07 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID OUTLOT 'C', A DISTANCE OF 254.52 FEET TO A NORTHEAST CORNER OF SAID OUTLOT 'C', SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 79 DEGREES 40 MINUTES 18 SECONDS, AN ARC LENGTH OF 208.58 FEET, A CHORD BEARING OF NORTH 88 DEGREES 40 MINUTES 44 SECONDS EAST, ALONG A NORTH LINE OF SAID OUTLOT 'C', AND A CHORD LENGTH OF 192.18 FEET TO A NORTHWEST CORNER OF SAID OUTLOT 'C'; THENCE NORTH 48 DEGREES 50 MINUTES 35 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID OUTLOT 'C', A DISTANCE OF 162.00 FEET TO A NORTHWEST CORNER OF SAID OUTLOT 'C', SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 285.00 FEET, A DELTA ANGLE OF 11 DEGREES 00 MINUTES 45 SECONDS, AN ARC LENGTH OF 54.78 FEET, A CHORD BEARING OF NORTH 43 DEGREES 20 MINUTES 13 SECONDS EAST, ALONG A

NORTHWEST LINE OF SAID OUTLOT 'C', AND A CHORD LENGTH OF 54.69 FEET TO A NORTHWEST CORNER OF SAID OUTLOT 'C'. SAID POINT BEING A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,285.00 FEET, A DELTA ANGLE OF 13 DEGREES 03 MINUTES 27 SECONDS, AN ARC LENGTH OF 520.75 FEET, A CHORD BEARING OF NORTH 31 DEGREES 18 MINUTES 06 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID OUTLOT 'C', AND A CHORD LENGTH OF 519.62 FEET TO A NORTHWEST CORNER OF SAID OUTLOT 'C', SAID POINT BEING A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET, A DELTA ANGLE OF 05 DEGREES 28 MINUTES 21 SECONDS, AN ARC LENGTH OF 95.51 FEET, A CHORD BEARING OF NORTH 22 DEGREES 02 MINUTES 12 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID OUTLOT 'C', AND A CHORD LENGTH OF 95.48 FEET TO A NORTHWEST CORNER OF SAID OUTLOT 'C'; THENCE NORTH 19 DEGREES 18 MINUTES 02 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID OUTLOT 'C', A DISTANCE OF 47.40 FEET TO A NORTH CORNER OF SAID OUTLOT 'C', SAID POINT BEING A POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 31 DEGREES 08 MINUTES 17 SECONDS, AN ARC LENGTH OF 271.73 FEET, A CHORD BEARING OF SOUTH 84 DEGREES 10 MINUTES 44 SECONDS EAST, ALONG A NORTH LINE OF SAID OUTLOT 'C', AND A CHORD LENGTH OF 268.40 FEET TO A NORTH CORNER OF SAID OUTLOT 'C'; THENCE NORTH 80 DEGREES 15 MINUTES 07 SECONDS EAST, ALONG A NORTH LINE OF SAID OUTLOT 'C', A DISTANCE OF 49.29 FEET TO A POINT; THENCE SOUTH 09 DEGREES 44 MINUTES 53 SECONDS EAST, A DISTANCE OF 150.00 FEET TO A POINT; THENCE SOUTH 80 DEGREES 15 MINUTES 07 SECONDS WEST, A DISTANCE OF 49.29 FEET TO A POINT; THENCE SOUTH 81 DEGREES 28 MINUTES 48 SECONDS WEST, A DISTANCE OF 27.86 FEET TO A POINT; THENCE SOUTH 86 DEGREES 36 MINUTES 10 SECONDS WEST, A DISTANCE OF 88.30 FEET TO A POINT; THENCE NORTH 85 DEGREES 36 MINUTES 28 SECONDS WEST, A DISTANCE OF 88.30 FEET TO A POINT; THENCE NORTH 76 DEGREES 29 MINUTES 53 SECONDS WEST, A DISTANCE OF 118.16 FEET TO A POINT; THENCE SOUTH 25 DEGREES 15 MINUTES 37 SECONDS WEST, A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 64 DEGREES 22 MINUTES 06 SECONDS EAST, A DISTANCE OF 130.00 FEET TO A POINT; THENCE SOUTH 26 DEGREES 35 MINUTES 49 SECONDS WEST, A DISTANCE OF 82.38 FEET TO A POINT; THENCE SOUTH 28 DEGREES 31 MINUTES 39 SECONDS WEST, A DISTANCE OF 82.38 FEET TO A POINT; THENCE SOUTH 30 DEGREES 31 MINUTES 30 SECONDS WEST, A DISTANCE OF 38.10 FEET TO A POINT; THENCE SOUTH 46 DEGREES 33 MINUTES 01 SECONDS WEST, A DISTANCE OF 51.17 FEET TO A POINT; THENCE SOUTH 11 DEGREES 32 MINUTES 35 SECONDS EAST, A DISTANCE OF 20.14 FEET TO A POINT; THENCE SOUTH 72 DEGREES 01 MINUTES 23 SECONDS EAST, A DISTANCE OF 51.78 FEET TO A POINT; THENCE SOUTH 56 DEGREES 10 MINUTES 01 SECONDS EAST, A DISTANCE OF 140.02 FEET TO A POINT; THENCE SOUTH 65 DEGREES 06 MINUTES 19 SECONDS EAST, A DISTANCE OF 97.88 FEET TO A POINT; THENCE SOUTH 66 DEGREES 19 MINUTES 47 SECONDS EAST, A DISTANCE OF 60.99 FEET TO A POINT; THENCE SOUTH 59 DEGREES 41 MINUTES 50 SECONDS EAST, A DISTANCE OF 54.81 FEET TO A POINT; THENCE SOUTH 36 DEGREES 24 MINUTES 14 SECONDS EAST, A DISTANCE OF 98.35 FEET TO A POINT; THENCE SOUTH 06 DEGREES 24 MINUTES 14 SECONDS EAST, A DISTANCE OF 98.35 FEET TO A POINT; THENCE SOUTH 23 DEGREES 35 MINUTES 46 SECONDS WEST, A DISTANCE OF 98.35 FEET TO A POINT; THENCE SOUTH 53 DEGREES 35 MINUTES 46 SECONDS WEST, A DISTANCE OF 98.35 FEET TO A POINT; THENCE SOUTH 83 DEGREES 35 MINUTES 46 SECONDS WEST, A DISTANCE OF 98.35 FEET TO A POINT; THENCE NORTH 66 DEGREES 24 MINUTES 14 SECONDS WEST, A DISTANCE OF 98.35 FEET TO A POINT; THENCE NORTH 46 DEGREES 22 MINUTES 55 SECONDS WEST, A DISTANCE OF 101.48 FEET TO A POINT; THENCE NORTH 48 DEGREES 42 MINUTES 25 SECONDS WEST, A DISTANCE OF 90.57 FEET TO A POINT; THENCE NORTH 56 DEGREES 03 MINUTES 02 SECONDS WEST, A DISTANCE OF 90.00 FEET TO A POINT; THENCE NORTH 56 DEGREES 10 MINUTES 40 SECONDS WEST, A DISTANCE OF 49.72 FEET TO A POINT; THENCE NORTH 41 DEGREES 36 MINUTES 30 SECONDS WEST, A DISTANCE OF 41.79 FEET TO A POINT; THENCE SOUTH 89 DEGREES 18 MINUTES 42 SECONDS WEST, A DISTANCE OF 27.57 FEET TO A POINT; THENCE SOUTH 33 DEGREES 32 MINUTES 35 SECONDS WEST, A DISTANCE OF 43.11 FEET TO A POINT; THENCE SOUTH 48 DEGREES 50 MINUTES 35 SECONDS WEST, A DISTANCE OF 179.10 FEET TO A POINT; THENCE SOUTH 21 DEGREES 08 MINUTES 50 SECONDS EAST, A DISTANCE OF 103.25 FEET TO A POINT; THENCE SOUTH 53 DEGREES 21 MINUTES 36 SECONDS EAST, A DISTANCE OF 78.00 FEET TO A POINT; THENCE SOUTH 40 DEGREES 38 MINUTES 36 SECONDS EAST, A DISTANCE OF 98.35 FEET TO A POINT; THENCE SOUTH 10 DEGREES 38 MINUTES 36 SECONDS EAST, A DISTANCE OF 98.35 FEET TO A POINT; THENCE SOUTH 20 DEGREES 27 MINUTES 56 SECONDS WEST, A DISTANCE OF 105.44 FEET TO A POINT; THENCE SOUTH 52 DEGREES 41 MINUTES 27 SECONDS WEST, A DISTANCE OF 105.44 FEET TO A POINT; THENCE SOUTH 83 DEGREES 30 MINUTES 38 SECONDS WEST, A DISTANCE OF 96.54 FEET TO A POINT; THENCE NORTH 67 DEGREES 03 MINUTES 14 SECONDS WEST, A DISTANCE OF 96.54 FEET TO A POINT; THENCE NORTH 41 DEGREES 07 MINUTES 59 SECONDS WEST, A DISTANCE OF 73.83 FEET TO A POINT; THENCE NORTH 18 DEGREES 43 MINUTES 36 SECONDS WEST, A DISTANCE OF 73.83 FEET TO A POINT; THENCE NORTH 40 DEGREES 09 MINUTES 38 SECONDS WEST, A DISTANCE OF 42.19 FEET TO A POINT; THENCE NORTH 35 DEGREES 50 MINUTES 14 SECONDS WEST, A DISTANCE OF 42.31 FEET TO A POINT; THENCE NORTH 27 DEGREES 30 MINUTES 04 SECONDS WEST, A DISTANCE OF 62.47 FEET TO A POINT; THENCE NORTH 19 DEGREES 42 MINUTES 52 SECONDS WEST, A DISTANCE OF 62.47 FEET TO A POINT; THENCE NORTH 13 DEGREES 07 MINUTES 44 SECONDS WEST, A DISTANCE OF 43.21 FEET TO A POINT; THENCE NORTH 07 DEGREES 44 MINUTES 39 SECONDS WEST, A DISTANCE OF 43.21 FEET TO A POINT; THENCE NORTH 37 DEGREES 53 MINUTES 15 SECONDS WEST, A DISTANCE OF 87.34 FEET TO A POINT; THENCE NORTH 51 DEGREES 29 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 35 DEGREES 41 MINUTES 01 SECONDS WEST, A DISTANCE OF 51.96 FEET TO A POINT; THENCE SOUTH 83 DEGREES 30 MINUTES 53 SECONDS WEST, A DISTANCE OF 20.01 FEET TO A POINT; THENCE SOUTH 22 DEGREES 42 MINUTES 48 SECONDS WEST, A DISTANCE OF 51.96 FEET TO A POINT; THENCE SOUTH 38 DEGREES 30 MINUTES 53 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 51 DEGREES 29 MINUTES 07 SECONDS WEST, A DISTANCE OF 130.00 FEET TO A POINT ON A WEST LINE OF SAID OUTLOT 'C'; THENCE SOUTH 38 DEGREES 30 MINUTES 53 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'C', A DISTANCE OF 92.16 FEET TO A WEST CORNER OF SAID OUTLOT 'C', SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET, A DELTA ANGLE OF 10 DEGREES 59 MINUTES 38 SECONDS, AN ARC LENGTH OF 76.75 FEET, A CHORD BEARING OF SOUTH 33 DEGREES 01 MINUTES 04 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'C', AND A CHORD LENGTH OF 76.63 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 2; THENCE SOUTH 62 DEGREES 28 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 19 DEGREES 50

MINUTES 05 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 73.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 06 DEGREES 15 MINUTES 55 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 2, BLOCK 2, A DISTANCE OF 56.38 FEET TO AN EAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 22 MINUTES 55 SECONDS WEST, ALONG AN EAST LINE OF SAID LOTS 2, 3, 4, AND 5, BLOCK 2, A DISTANCE OF 261.47 FEET TO AN EAST CORNER OF SAID LOT 5; THENCE SOUTH 18 DEGREES 25 MINUTES 14 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 5, A DISTANCE OF 48.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 46 DEGREES 08 MINUTES 33 SECONDS EAST, ALONG A NORTHEASTERLY LINE OF SAID LOT 6, BLOCK 2, A DISTANCE OF 28.31 FEET TO THE NORTHWEST CORNER OF SAID LOT 7, BLOCK 2; THENCE NORTH 73 DEGREES 21 MINUTES 49 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 7, AND LOT 8, BLOCK 2, A DISTANCE OF 142.54 FEET TO A NORTH CORNER OF SAID LOT 8; THENCE NORTH 83 DEGREES 22 MINUTES 04 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 8, A DISTANCE OF 64.28 FEET TO A NORTHWEST CORNER OF SAID LOT 9, BLOCK 2; THENCE SOUTH 71 DEGREES 37 MINUTES 40 SECONDS EAST, ALONG A NORTHERLY LINE OF SAID LOT 9, A DISTANCE OF 95.76 FEET TO A NORTHERLY CORNER OF SAID LOT 9; THENCE SOUTH 41 DEGREES 37 MINUTES 40 SECONDS EAST, ALONG A NORTHEASTERLY LINE OF SAID LOT 9, A DISTANCE OF 95.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, BLOCK 2; THENCE SOUTH 11 DEGREES 37 MINUTES 40 SECONDS EAST, ALONG AN EAST LINE OF SAID LOT 10, A DISTANCE OF 95.76 FEET TO AN EAST CORNER OF SAID LOT 10; THENCE SOUTH 18 DEGREES 22 MINUTES 20 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 10, A DISTANCE OF 95.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 48 DEGREES 22 MINUTES 20 SECONDS WEST, ALONG A SOUTHEASTERLY LINE OF SAID LOT 11, BLOCK 2, A DISTANCE OF 95.76 FEET TO A SOUTH CORNER OF SAID LOT 11; THENCE SOUTH 78 DEGREES 22 MINUTES 20 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 11, A DISTANCE OF 95.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12, BLOCK 2; THENCE NORTH 81 DEGREES 29 MINUTES 29 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 12, A DISTANCE OF 33.13 FEET TO A SOUTH CORNER OF SAID LOT 12; THENCE NORTH 76 DEGREES 21 MINUTES 18 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 12, AND ALONG THE SOUTH LINE OF SAID LOT 13, BLOCK 2, A DISTANCE OF 153.11 FEET TO A SOUTHEAST CORNER OF SAID LOT 14, BLOCK 2; THENCE SOUTH 43 DEGREES 58 MINUTES 44 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID LOT 14, A DISTANCE OF 28.31 FEET TO THE NORTHEAST CORNER OF SAID LOT 15, BLOCK 2; THENCE SOUTH 17 DEGREES 02 MINUTES 19 SECONDS EAST, ALONG AN EAST LINE OF SAID LOT 15, A DISTANCE OF 54.03 FEET TO AN EAST CORNER OF SAID LOT 15; THENCE SOUTH 03 DEGREES 55 MINUTES 30 SECONDS EAST, ALONG AN EAST LINE OF SAID LOT 15, LOT 16, LOT 17, AND LOT 18, BLOCK 2, A DISTANCE OF 296.88 FEET TO AN EAST CORNER OF SAID LOT 18; THENCE SOUTH 03 DEGREES 41 MINUTES 10 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 18, A DISTANCE OF 47.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 69 DEGREES 34 MINUTES 16 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 19, BLOCK 2, A DISTANCE OF 29.92 FEET TO A NORTHWEST CORNER OF SAID LOT 20, BLOCK 2; THENCE NORTH 52 DEGREES 48 MINUTES 18 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID LOT 20, AND ALONG A NORTHWEST LINE OF SAID LOT 21, BLOCK 2, A DISTANCE OF 204.92 FEET TO A NORTHWEST CORNER OF LOT 22, BLOCK 2; THENCE NORTH 67 DEGREES 30 MINUTES 59 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID LOT 22, A DISTANCE OF 95.72 FEET TO A NORTH CORNER OF SAID LOT 22; THENCE SOUTH 82 DEGREES 29 MINUTES 01 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID LOT 22, A DISTANCE OF 95.81 FEET TO A NORTH CORNER OF SAID LOT 23, BLOCK 2; THENCE SOUTH 52 DEGREES 28 MINUTES 36 SECONDS EAST, ALONG A NORTHEASTERLY LINE OF SAID LOT 23, A DISTANCE OF 95.76 FEET TO AN EAST CORNER OF SAID LOT 23; THENCE SOUTH 22 DEGREES 28 MINUTES 36 SECONDS EAST, ALONG AN EAST LINE OF SAID LOT 23, A DISTANCE OF 95.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 24, BLOCK 2; THENCE SOUTH 07 DEGREES 31 MINUTES 24 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 24, A DISTANCE OF 95.76 FEET TO AN EAST CORNER OF SAID LOT 24; THENCE SOUTH 37 DEGREES 31 MINUTES 24 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 24, A DISTANCE OF 95.76 FEET TO A SOUTHEAST CORNER OF LOT 25, BLOCK 2; THENCE SOUTH 63 DEGREES 33 MINUTES 49 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 25, A DISTANCE OF 70.85 FEET TO A SOUTH CORNER OF SAID LOT 25; THENCE SOUTH 74 DEGREES 36 MINUTES 14 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 25 AND LOT 26, BLOCK 2, A DISTANCE OF 151.97 FEET TO A SOUTHWEST CORNER OF SAID LOT 26; THENCE SOUTH 64 DEGREES 21 MINUTES 08 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 27, BLOCK 2, A DISTANCE OF 100.00 FEET TO A SOUTHWEST CORNER OF SAID LOT 27; THENCE SOUTH 03 DEGREES 22 MINUTES 41 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 28, BLOCK 2, A DISTANCE OF 45.68 FEET TO THE NORTHEAST CORNER OF SAID LOT 29; THENCE SOUTH 13 DEGREES 38 MINUTES 10 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 29, BLOCK 2, A DISTANCE OF 75.13 FEET TO AN EAST CORNER OF SAID LOT 29; THENCE SOUTH 27 DEGREES 47 MINUTES 06 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 29, A DISTANCE OF 75.13 FEET TO A NORTHEAST CORNER OF SAID LOT 30, BLOCK 2; THENCE SOUTH 20 DEGREES 03 MINUTES 40 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 30, A DISTANCE OF 97.83 FEET TO AN EAST CORNER OF SAID LOT 31, BLOCK 2; THENCE SOUTH 45 DEGREES 10 MINUTES 34 SECONDS WEST, ALONG A SOUTHEASTERLY LINE OF SAID LOT 31, A DISTANCE OF 49.78 FEET TO A SOUTHEASTERLY CORNER OF SAID LOT 31; THENCE SOUTH 56 DEGREES 46 MINUTES 33 SECONDS WEST, ALONG A SOUTHEASTERLY LINE OF SAID LOT 31, A DISTANCE OF 49.78 FEET TO A SOUTHEASTERLY CORNER OF SAID LOT 31; THENCE SOUTH 59 DEGREES 37 MINUTES 51 SECONDS WEST, ALONG A SOUTHEASTERLY LINE OF SAID LOT 31, AND LOT 32, BLOCK 2, A DISTANCE OF 160.41 FEET TO THE SOUTHWEST CORNER OF SAID LOT 32; THENCE NORTH 36 DEGREES 28 MINUTES 52 SECONDS WEST, ALONG A SOUTHWESTERLY LINE OF SAID LOT 32, A DISTANCE OF 124.24 FEET TO A WESTERLY CORNER OF SAID LOT 32, SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,440.00 FEET, A DELTA ANGLE OF 02 DEGREES 31 MINUTES 26 SECONDS, AN ARC LENGTH OF 63.44 FEET, A CHORD BEARING OF NORTH 35 DEGREES 13 MINUTES 09 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 32, AND A CHORD LENGTH OF 63.43 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 32; THENCE NORTH 62 DEGREES 52 MINUTES 27 SECONDS EAST, ALONG A NORTHWESTERLY LINE OF SAID LOT 32, A DISTANCE OF 136.20 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 32, SAID POINT BEING THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 163 DEGREES 54 MINUTES 58 SECONDS, AN ARC LENGTH OF 171.65 FEET, A CHORD BEARING OF NORTH 70 DEGREES 54 MINUTES 58 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID LOT 32, THE NORTH LINE OF SAID LOT 31, AND THE WESTERLY LINE OF SAID LOT 30, AND A CHORD LENGTH OF 118.82 FEET TO A WEST CORNER OF SAID LOT 30, SAID POINT BEING A POINT OF REVERSE

CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 44.00 FEET, A DELTA ANGLE OF 52 DEGREES 36 MINUTES 09 SECONDS, AN ARC LENGTH OF 40.40 FEET, A CHORD BEARING OF NORTH 15 DEGREES 15 MINUTES 33 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 30 AND A CHORD LENGTH OF 38.99 FEET TO A WEST CORNER OF SAID LOT 30, SAID POINT BEING A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 67 DEGREES 57 MINUTES 48 SECONDS, AN ARC LENGTH OF 213.51 FEET, A CHORD BEARING OF NORTH 07 DEGREES 34 MINUTES 44 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 30, LOT 29, AND LOT 28, AND A CHORD LENGTH OF 201.21 FEET TO THE NORTHWEST CORNER OF SAID LOT 28; THENCE NORTH 25 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19, BLOCK 2, SAID POINT BEING A POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,040.00 FEET, A DELTA ANGLE OF 24 DEGREES 22 MINUTES 37 SECONDS, AN ARC LENGTH OF 442.47 FEET, A CHORD BEARING OF NORTH 11 DEGREES 48 MINUTES 23 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 19, SAID LOT 18, SAID LOT 17, AND SAID LOT 16, BLOCK 2, AND A CHORD LENGTH OF 439.14 FEET TO A WEST CORNER OF SAID LOT 16; THENCE NORTH 00 DEGREES 22 MINUTES 55 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 16, SAID LOT 15, SAID LOT 14, SAID LOT 6, SAID LOT 5, SAID LOT 4, SAID LOT 3, AND SAID LOT 2, BLOCK 2, A DISTANCE OF 765.61 FEET TO A WEST CORNER OF SAID LOT 2, BLOCK 2, SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A DELTA ANGLE OF 23 DEGREES 21 MINUTES 35 SECONDS, AN ARC LENGTH OF 163.08 FEET, A CHORD BEARING OF NORTH 12 DEGREES 03 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2, AND SAID LOT 1, BLOCK 2, AND A CHORD LENGTH OF 161.95 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A DELTA ANGLE OF 19 DEGREES 53 MINUTES 54 SECONDS, AN ARC LENGTH OF 184.06 FEET, A CHORD BEARING OF NORTH 79 DEGREES 40 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 1, AND ITS EXTENSION, AND ALONG THE SOUTH LINE OF SAID LOT 2, BLOCK 1, AND A CHORD LENGTH OF 183.14 FEET TO A SOUTH CORNER OF SAID LOT 2, BLOCK 1; THENCE NORTH 89 DEGREES 37 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, SAID LOT 1, BLOCK 1 AND SAID OUTLOT 'A', A DISTANCE OF 247.52 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT 'A'; THENCE NORTH 09 DEGREES 26 MINUTES 12 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'A', A DISTANCE OF 22.01 FEET TO A WEST CORNER OF SAID OUTLOT 'A', SAID POINT BEING A POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,440.00 FEET, A DELTA ANGLE OF 04 DEGREES 19 MINUTES 25 SECONDS, AN ARC LENGTH OF 108.66 FEET, A CHORD BEARING OF NORTH 04 DEGREES 48 MINUTES 42 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'A', AND A CHORD LENGTH OF 108.64 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,276,456.25 SQUARE FEET OR 29.30 ACRES, MORE OR LESS.

RESIDENTIAL PARCEL A

A PORTION OF OUTLOT 'D', WATERFORD ESTATES ADDITION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 10, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT 'D', THENCE EAST ALONG A NORTH LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF HOLDREGE STREET, ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 15 MINUTES 58 SECONDS EAST, A DISTANCE OF 554.38 FEET TO A NORTH CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A SOUTH RIGHT OF WAY CORNER OF HOLDREGE STREET; THENCE SOUTH 00 DEGREES 44 MINUTES 02 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', AND ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET TO A NORTH CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A SOUTH RIGHT OF WAY CORNER OF HOLDREGE STREET; THENCE SOUTH 89 DEGREES 15 MINUTES 58 SECONDS EAST, ALONG A NORTH LINE OF SAID OUTLOT 'D', AND ALONG SAID SOUTH RIGHT OF WAY LINE OF HOLDREGE STREET, A DISTANCE OF 701.01 FEET TO A NORTHEAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A SOUTH RIGHT OF WAY CORNER OF HOLDREGE STREET; THENCE SOUTH 00 DEGREES 22 MINUTES 04 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 425.01 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 12 DEGREES 38 MINUTES 56 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 4.14 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 89 DEGREES 37 MINUTES 56 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 31.20 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 00 DEGREES 44 MINUTES 02 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 60.00 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 89 DEGREES 37 MINUTES 56 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 28.35 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 11 DEGREES 52 MINUTES 49 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 19.42 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 00 DEGREES 22 MINUTES 04 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 74.58 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET, SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 940.00 FEET, A DELTA ANGLE OF 37 DEGREES 50 MINUTES 54 SECONDS, AN ARC LENGTH OF 620.94 FEET, A CHORD BEARING OF SOUTH 19 DEGREES 17 MINUTES 31 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE

ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 609.72 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 38 DEGREES 12 MINUTES 58 SECONDS WEST, A DISTANCE OF 33.18 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET, SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, A DELTA ANGLE OF 10 DEGREES 09 MINUTES 28 SECONDS, AN ARC LENGTH OF 56.73 FEET, A CHORD BEARING OF SOUTH 43 DEGREES 17 MINUTES 42 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 56.66 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET, SAID POINT BEING A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 10 DEGREES 09 MINUTES 28 SECONDS, AN ARC LENGTH OF 56.38 FEET, A CHORD BEARING OF SOUTH 43 DEGREES 17 MINUTES 42 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 56.30 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 38 DEGREES 12 MINUTES 58 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 56.98 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET, SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,570.00 FEET, A DELTA ANGLE OF 05 DEGREES 39 MINUTES 01 SECONDS, AN ARC LENGTH OF 154.83 FEET, A CHORD BEARING OF SOUTH 35 DEGREES 23 MINUTES 28 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 154.77 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 58 DEGREES 38 MINUTES 19 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 10.31 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET, SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 417.00 FEET, A DELTA ANGLE OF 01 DEGREES 34 MINUTES 39 SECONDS, AN ARC LENGTH OF 11.48 FEET, A CHORD BEARING OF NORTH 57 DEGREES 51 MINUTES 00 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 11.48 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 32 DEGREES 56 MINUTES 20 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 66.00 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET, SAID POINT BEING THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 483.00 FEET, A DELTA ANGLE OF 01 DEGREES 34 MINUTES 39 SECONDS, AN ARC LENGTH OF 13.30 FEET, A CHORD BEARING OF SOUTH 57 DEGREES 51 MINUTES 00 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 13.30 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 58 DEGREES 38 MINUTES 19 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 5.57 FEET TO A POINT; THENCE SOUTH 54 DEGREES 57 MINUTES 21 SECONDS WEST, A DISTANCE OF 79.94 FEET TO A POINT; THENCE SOUTH 70 DEGREES 15 MINUTES 59 SECONDS WEST, A DISTANCE OF 79.93 FEET TO A POINT; THENCE SOUTH 83 DEGREES 57 MINUTES 39 SECONDS WEST, A DISTANCE OF 63.12 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 312.22 FEET TO A POINT; THENCE SOUTH 68 DEGREES 43 MINUTES 04 SECONDS WEST, A DISTANCE OF 64.02 FEET TO A POINT; THENCE SOUTH 88 DEGREES 16 MINUTES 32 SECONDS WEST, A DISTANCE OF 68.77 FEET TO A POINT; THENCE NORTH 69 DEGREES 42 MINUTES 00 SECONDS WEST, A DISTANCE OF 68.77 FEET TO A POINT; THENCE NORTH 47 DEGREES 40 MINUTES 33 SECONDS WEST, A DISTANCE OF 68.77 FEET TO A POINT; THENCE NORTH 25 DEGREES 39 MINUTES 05 SECONDS WEST, A DISTANCE OF 68.77 FEET TO A POINT; THENCE NORTH 09 DEGREES 26 MINUTES 21 SECONDS WEST, A DISTANCE OF 30.10 FEET TO A POINT ON THE WEST LINE OF SAID OUTLOT 'D'; THENCE NORTH 00 DEGREES 12 MINUTES 42 SECONDS EAST, ALONG THE WEST LINE OF SAID OUTLOT 'D', A DISTANCE OF 1,460.27 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,790,417.59 SQUARE FEET OR 41.10 ACRES, MORE OR LESS.

RESIDENTIAL PARCEL B

A PORTION OF OUTLOT 'C', A PORTION OF OUTLOT 'E' AND A PORTION OF OUTLOT 'F' WATERFORD ESTATES ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, AND IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 10, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT 'F'; THENCE, EAST, ALONG THE NORTH LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF HOLDREGE STREET, ON AN ASSUMED BEARING OF SOUTH 88 DEGREES 45 MINUTES 34 SECONDS EAST, A DISTANCE OF 2,503.57 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT 'F'; THENCE SOUTH 00 DEGREES 22 MINUTES 04 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A WEST LINE OF SAID OUTLOT 'C', A DISTANCE OF 502.12 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 23 DEGREES 49 MINUTES 19 SECONDS, AN ARC LENGTH OF 207.89 FEET, A CHORD BEARING OF SOUTH 12 DEGREES 16 MINUTES 44 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A WEST LINE OF SAID OUTLOT 'C', AND A CHORD LENGTH OF 206.39 FEET TO AN EAST CORNER OF SAID OUTLOT 'F'; THENCE SOUTH 24 DEGREES 11 MINUTES 24 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A WEST LINE OF SAID OUTLOT 'C', A DISTANCE OF 29.70 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 32

DEGREES 35 MINUTES 00 SECONDS, AN ARC LENGTH OF 170.61 FEET, A CHORD BEARING OF SOUTH 07 DEGREES 53 MINUTES 53 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A WEST LINE OF SAID OUTLOT 'C', AND A CHORD LENGTH OF 168.32 FEET TO AN EAST CORNER OF SAID OUTLOT 'F', SAID CORNER ALSO BEING A WEST CORNER OF SAID OUTLOT 'C'; THENCE SOUTH 08 DEGREES 23 MINUTES 37 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A WEST LINE OF SAID OUTLOT 'C', A DISTANCE OF 211.91 FEET TO A SOUTHEAST CORNER OF SAID OUTLOT 'F', SAID CORNER ALSO BEING A WEST CORNER OF SAID OUTLOT 'C'; THENCE SOUTH 81 DEGREES 36 MINUTES 23 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A NORTH LINE OF SAID OUTLOT 'C', A DISTANCE OF 135.00 FEET TO A POINT; THENCE SOUTH 08 DEGREES 23 MINUTES 37 SECONDS EAST, A DISTANCE OF 144.27 FEET TO A POINT; THENCE NORTH 81 DEGREES 36 MINUTES 23 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A POINT; THENCE SOUTH 08 DEGREES 23 MINUTES 37 SECONDS EAST, A DISTANCE OF 36.17 FEET TO A POINT; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS EAST, A DISTANCE OF 117.12 FEET TO A POINT ON THE EAST LINE OF SAID OUTLOT 'C'; THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS WEST, ALONG THE EAST LINE OF SAID OUTLOT 'C', A DISTANCE OF 982.88 FEET TO A POINT; THENCE NORTH 22 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 245.30 FEET TO A POINT; THENCE NORTH 21 DEGREES 03 MINUTES 09 SECONDS WEST, A DISTANCE OF 80.68 FEET TO A POINT; THENCE NORTH 12 DEGREES 49 MINUTES 48 SECONDS WEST, A DISTANCE OF 89.53 FEET TO A POINT; THENCE NORTH 03 DEGREES 38 MINUTES 17 SECONDS WEST, A DISTANCE OF 87.41 FEET TO A POINT; THENCE NORTH 00 DEGREES 09 MINUTES 34 SECONDS EAST, A DISTANCE OF 196.26 FEET TO A POINT; THENCE NORTH 73 DEGREES 27 MINUTES 33 SECONDS WEST, A DISTANCE OF 118.71 FEET TO A POINT; THENCE NORTH 52 DEGREES 45 MINUTES 32 SECONDS WEST, A DISTANCE OF 101.18 FEET TO A POINT; THENCE NORTH 33 DEGREES 43 MINUTES 37 SECONDS WEST, A DISTANCE OF 101.18 FEET TO A POINT; THENCE NORTH 65 DEGREES 47 MINUTES 21 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 186.00 FEET, A DELTA ANGLE OF 15 DEGREES 49 MINUTES 03 SECONDS, AN ARC LENGTH OF 51.35 FEET, A CHORD BEARING OF NORTH 16 DEGREES 18 MINUTES 08 SECONDS WEST, AND A CHORD LENGTH OF 51.19 FEET TO A POINT; THENCE NORTH 08 DEGREES 23 MINUTES 37 SECONDS WEST, A DISTANCE OF 180.87 FEET TO A POINT; THENCE NORTH 41 DEGREES 00 MINUTES 11 SECONDS EAST, A DISTANCE OF 47.42 FEET TO A POINT ON A WEST LINE OF SAID OUTLOT 'F'; THENCE NORTH 08 DEGREES 23 MINUTES 37 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING AN EAST LINE OF OUTLOT 'G', A DISTANCE OF 240.29 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 39 DEGREES 54 MINUTES 06 SECONDS, AN ARC LENGTH OF 208.93 FEET, A CHORD BEARING OF NORTH 11 DEGREES 33 MINUTES 26 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING AN EAST LINE OF SAID OUTLOT 'G', AND A CHORD LENGTH OF 204.73 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 31 DEGREES 08 MINUTES 25 SECONDS, AN ARC LENGTH OF 163.05 FEET, A CHORD BEARING OF NORTH 15 DEGREES 56 MINUTES 17 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING AN EAST LINE OF SAID OUTLOT 'G', AND A CHORD LENGTH OF 161.05 FEET TO A POINT; THENCE NORTH 00 DEGREES 22 MINUTES 04 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING AN EAST LINE OF SAID OUTLOT 'G' A DISTANCE OF 17.02 FEET TO A POINT; THENCE NORTH 89 DEGREES 37 MINUTES 56 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A NORTH LINE OF SAID OUTLOT 'G' A DISTANCE OF 36.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 24 MINUTES 41 SECONDS EAST, A DISTANCE OF 200.41 FEET TO A POINT; THENCE NORTH 88 DEGREES 45 MINUTES 34 SECONDS WEST, A DISTANCE OF 1,051.55 FEET TO A POINT; THENCE NORTH 01 DEGREES 14 MINUTES 26 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A POINT; THENCE NORTH 88 DEGREES 45 MINUTES 34 SECONDS WEST, A DISTANCE OF 81.84 FEET TO A POINT; THENCE SOUTH 00 DEGREES 22 MINUTES 04 SECONDS WEST, A DISTANCE OF 165.00 FEET TO A SOUTH CORNER OF SAID OUTLOT 'F'; THENCE NORTH 89 DEGREES 37 MINUTES 56 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A NORTH LINE OF SAID OUTLOT 'G', A DISTANCE OF 150.00 FEET TO A SOUTHEAST CORNER OF SAID OUTLOT 'F', SAID CORNER ALSO BEING A NORTHWEST CORNER OF SAID OUTLOT 'G'; THENCE SOUTH 00 DEGREES 22 MINUTES 04 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A WEST LINE OF SAID OUTLOT 'G', A DISTANCE OF 359.77 FEET TO AN EAST CORNER OF SAID OUTLOT 'F', SAID POINT BEING A WEST CORNER OF SAID OUTLOT 'G'; THENCE SOUTH 07 DEGREES 14 MINUTES 13 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A WEST LINE OF SAID OUTLOT 'G', A DISTANCE OF 225.02 FEET TO AN EAST CORNER OF SAID OUTLOT 'F', SAID POINT BEING A WEST CORNER OF SAID OUTLOT 'G', SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 12 DEGREES 03 MINUTES 48 SECONDS, AN ARC LENGTH OF 105.27 FEET, A CHORD BEARING OF SOUTH 13 DEGREES 16 MINUTES 08 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A WEST LINE OF SAID OUTLOT 'G', AND A CHORD LENGTH OF 105.08 FEET TO AN EAST CORNER OF SAID OUTLOT 'F', SAID CORNER ALSO BEING A WEST CORNER OF SAID OUTLOT 'G'; THENCE SOUTH 19 DEGREES 18 MINUTES 02 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A WEST LINE OF SAID OUTLOT 'G', A DISTANCE OF 81.34 FEET TO AN EAST CORNER OF SAID OUTLOT 'F', SAID CORNER ALSO BEING A WEST CORNER OF SAID OUTLOT 'G'; THENCE SOUTH 80 DEGREES 00 MINUTES 48 SECONDS EAST, ALONG A NORTH LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A SOUTH LINE OF SAID OUTLOT 'G', A DISTANCE OF 120.40 FEET TO A NORTH CORNER OF SAID OUTLOT 'F', SAID CORNER ALSO BEING A SOUTH CORNER OF SAID OUTLOT 'G'; THENCE NORTH 87 DEGREES 40 MINUTES 57 SECONDS EAST, ALONG A NORTH LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A SOUTH LINE OF SAID OUTLOT 'G', A DISTANCE OF 60.00 FEET TO A NORTH CORNER OF SAID OUTLOT 'F', SAID CORNER ALSO BEING A SOUTH CORNER OF SAID OUTLOT 'G'; THENCE NORTH 80 DEGREES 32 MINUTES 28 SECONDS EAST, ALONG A NORTH LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A SOUTH LINE OF SAID OUTLOT 'G', A DISTANCE OF 66.74 FEET TO A NORTH CORNER OF SAID OUTLOT 'F', SAID CORNER ALSO BEING A SOUTH CORNER OF SAID OUTLOT 'G'; THENCE NORTH 80 DEGREES 15 MINUTES 07

SECONDS EAST, ALONG A NORTH LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A SOUTH LINE OF SAID OUTLOT 'G', A DISTANCE OF 434.14 FEET TO A NORTH CORNER OF SAID OUTLOT 'F', SAID CORNER ALSO BEING A SOUTH CORNER OF SAID OUTLOT 'G'; THENCE SOUTH 09 DEGREES 44 MINUTES 53 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A WEST LINE OF SAID OUTLOT 'G', A DISTANCE OF 150.00 FEET TO AN EAST CORNER OF SAID OUTLOT 'F', SAID CORNER ALSO BEING A SOUTH CORNER OF SAID OUTLOT 'G', SAID POINT ALSO BEING ON A NORTH LINE OF SAID OUTLOT 'C'; THENCE NORTH 80 DEGREES 15 MINUTES 07 SECONDS EAST, ALONG A NORTH LINE OF SAID OUTLOT 'C', SAID LINE ALSO BEING A SOUTH LINE OF SAID OUTLOT 'G', A DISTANCE OF 451.76 FEET TO A POINT; THENCE SOUTH 09 DEGREES 44 MINUTES 53 SECONDS EAST, A DISTANCE OF 150.00 FEET TO A POINT; THENCE SOUTH 80 DEGREES 15 MINUTES 07 SECONDS WEST, A DISTANCE OF 814.00 FEET TO A POINT; THENCE NORTH 09 DEGREES 44 MINUTES 53 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT; THENCE SOUTH 80 DEGREES 15 MINUTES 07 SECONDS WEST, A DISTANCE OF 74.00 FEET TO A POINT; THENCE NORTH 09 DEGREES 44 MINUTES 53 SECONDS WEST, A DISTANCE OF 30.00 FEET TO A POINT ON A NORTH LINE OF SAID OUTLOT 'C', SAID POINT ALSO BEING ON A SOUTH LINE OF SAID OUTLOT 'F'; THENCE SOUTH 80 DEGREES 15 MINUTES 07 SECONDS WEST, ALONG A NORTH LINE OF SAID OUTLOT 'C', SAID LINE ALSO BEING A SOUTH LINE OF SAID OUTLOT 'F', A DISTANCE OF 49.29 FEET TO A NORTH CORNER OF SAID OUTLOT 'C', SAID POINT BEING A SOUTH CORNER OF SAID OUTLOT 'F', SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 31 DEGREES 08 MINUTES 17 SECONDS, AN ARC LENGTH OF 271.73 FEET, A CHORD BEARING OF NORTH 84 DEGREES 10 MINUTES 44 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A NORTH LINE OF SAID OUTLOT 'C', AND A CHORD LENGTH OF 268.40 FEET TO A NORTH CORNER OF SAID OUTLOT 'C', SAID POINT BEING AN EAST CORNER OF SAID OUTLOT 'F'; THENCE SOUTH 19 DEGREES 18 MINUTES 02 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A NORTH LINE OF SAID OUTLOT 'C', A DISTANCE OF 47.40 FEET TO A WEST CORNER OF SAID OUTLOT 'C', SAID POINT BEING AN EAST CORNER OF SAID OUTLOT 'F', SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET, A DELTA ANGLE OF 05 DEGREES 28 MINUTES 21 SECONDS, AN ARC LENGTH OF 95.51 FEET, A CHORD BEARING OF SOUTH 22 DEGREES 02 MINUTES 13 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A WEST LINE OF SAID OUTLOT 'C', AND A CHORD LENGTH OF 95.48 FEET TO A WEST CORNER OF SAID OUTLOT 'C', SAID POINT BEING AN EAST CORNER OF SAID OUTLOT 'F', SAID POINT BEING A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,285.00 FEET, A DELTA ANGLE OF 13 DEGREES 03 MINUTES 27 SECONDS, AN ARC LENGTH OF 520.75 FEET, A CHORD BEARING OF SOUTH 31 DEGREES 18 MINUTES 06 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A WEST LINE OF SAID OUTLOT 'C', AND A CHORD LENGTH OF 519.62 FEET TO A WEST CORNER OF SAID OUTLOT 'C', SAID POINT BEING AN EAST CORNER OF SAID OUTLOT 'F', SAID POINT BEING A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 285.00 FEET, A DELTA ANGLE OF 11 DEGREES 00 MINUTES 45 SECONDS, AN ARC LENGTH OF 54.78 FEET, A CHORD BEARING OF SOUTH 43 DEGREES 20 MINUTES 13 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A WEST LINE OF SAID OUTLOT 'C', AND A CHORD LENGTH OF 54.69 FEET TO AN EAST CORNER OF SAID OUTLOT 'F', SAID POINT ALSO BEING A WEST CORNER OF SAID OUTLOT 'C'; THENCE SOUTH 48 DEGREES 50 MINUTES 35 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A WEST LINE OF SAID OUTLOT 'C', A DISTANCE OF 162.00 FEET TO A WEST CORNER OF SAID OUTLOT 'C', SAID POINT BEING AN EAST CORNER OF SAID OUTLOT 'F', SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 79 DEGREES 40 MINUTES 18 SECONDS, AN ARC LENGTH OF 208.58 FEET, A CHORD BEARING OF SOUTH 88 DEGREES 40 MINUTES 44 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A NORTHERLY LINE OF SAID OUTLOT 'C', AND A CHORD LENGTH OF 192.18 FEET TO A SOUTH CORNER OF SAID OUTLOT 'F', SAID POINT BEING A NORTH CORNER OF SAID OUTLOT 'C'; THENCE NORTH 51 DEGREES 29 MINUTES 07 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A NORTHERLY LINE OF SAID OUTLOT 'C', A DISTANCE OF 254.52 FEET TO A NORTH CORNER OF SAID OUTLOT 'C', SAID POINT BEING AN EAST CORNER OF SAID OUTLOT 'E'; THENCE SOUTH 38 DEGREES 30 MINUTES 53 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'C', SAID LINE ALSO BEING AN EAST LINE OF SAID OUTLOT 'E', A DISTANCE OF 130.00 FEET TO A POINT; THENCE NORTH 51 DEGREES 29 MINUTES 07 SECONDS WEST, A DISTANCE OF 150.00 FEET TO A POINT; THENCE NORTH 38 DEGREES 30 MINUTES 53 SECONDS EAST, A DISTANCE OF 130.00 FEET TO A POINT ON A SOUTH LINE OF SAID OUTLOT 'F', SAID POINT ALSO BEING ON THE NORTH LINE OF SAID OUTLOT 'E'; THENCE NORTH 51 DEGREES 29 MINUTES 07 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A NORTH LINE OF SAID OUTLOT 'E', A DISTANCE OF 263.76 FEET TO A SOUTH CORNER OF SAID OUTLOT 'F', SAID POINT BEING A NORTH CORNER OF SAID OUTLOT 'E', SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET, A DELTA ANGLE OF 07 DEGREES 09 MINUTES 12 SECONDS, AN ARC LENGTH OF 124.85 FEET, A CHORD BEARING OF NORTH 55 DEGREES 03 MINUTES 43 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A NORTH LINE OF SAID OUTLOT 'E', AND A CHORD LENGTH OF 124.77 FEET TO A SOUTH CORNER OF SAID OUTLOT 'F', SAID POINT ALSO BEING A NORTH CORNER OF SAID OUTLOT 'E'; THENCE NORTH 58 DEGREES 38 MINUTES 19 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING A NORTH LINE OF SAID OUTLOT 'E', A DISTANCE OF 20.66 FEET TO A SOUTHWEST CORNER OF SAID OUTLOT 'F', SAID CORNER ALSO BEING A NORTHWEST CORNER OF SAID OUTLOT 'E'; THENCE NORTH 31 DEGREES 11 MINUTES 43 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 33.00 FEET TO A WEST CORNER OF SAID OUTLOT 'F', SAID POINT ALSO BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 58 DEGREES 38 MINUTES 19 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 24.06 FEET TO A WEST CORNER OF SAID OUTLOT 'F', SAID POINT ALSO BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 09 DEGREES 34 MINUTES 47 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 20.08 FEET TO A WEST CORNER OF SAID OUTLOT 'F', SAID POINT BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET, SAID POINT BEING THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,440.00 FEET, A DELTA ANGLE OF 04 DEGREES 47 MINUTES 58 SECONDS, AN ARC LENGTH OF 120.62 FEET, A

CHORD BEARING OF NORTH 35 DEGREES 48 MINUTES 59 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 120.59 FEET TO A WEST CORNER OF SAID OUTLOT 'F', SAID POINT ALSO BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 38 DEGREES 12 MINUTES 58 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 202.67 FEET TO A WEST CORNER OF SAID OUTLOT 'F', SAID POINT BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET, SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,060.00 FEET, A DELTA ANGLE OF 30 DEGREES 56 MINUTES 20 SECONDS, AN ARC LENGTH OF 572.39 FEET, A CHORD BEARING OF NORTH 22 DEGREES 44 MINUTES 48 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 565.46 FEET TO A WEST CORNER OF SAID OUTLOT 'F', SAID POINT ALSO BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 18 DEGREES 22 MINUTES 02 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 4.62 FEET TO A WEST CORNER OF SAID OUTLOT 'F', SAID POINT ALSO BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 84 DEGREES 35 MINUTES 17 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 30.65 FEET TO A WEST CORNER OF SAID OUTLOT 'F', SAID POINT ALSO BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 05 DEGREES 24 MINUTES 43 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 60.00 FEET TO A WEST CORNER OF SAID OUTLOT 'F', SAID POINT ALSO BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 84 DEGREES 35 MINUTES 17 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 27.95 FEET TO A WEST CORNER OF SAID OUTLOT 'F', SAID POINT ALSO BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 08 DEGREES 12 MINUTES 39 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 18.02 FEET TO A WEST CORNER OF SAID OUTLOT 'F', SAID POINT BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,060.00 FEET, A DELTA ANGLE OF 02 DEGREES 28 MINUTES 31 SECONDS, AN ARC LENGTH OF 45.79 FEET, A CHORD BEARING OF NORTH 01 DEGREES 36 MINUTES 20 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 45.79 FEET TO A WEST CORNER OF SAID OUTLOT 'F', SAID POINT ALSO BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 00 DEGREES 22 MINUTES 04 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 223.67 FEET TO A WEST CORNER OF SAID OUTLOT 'F', SAID POINT BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET, SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, A DELTA ANGLE OF 10 DEGREES 09 MINUTES 28 SECONDS, AN ARC LENGTH OF 56.73 FEET, A CHORD BEARING OF NORTH 05 DEGREES 26 MINUTES 48 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 56.66 FEET TO A WEST CORNER OF SAID OUTLOT 'F', SAID POINT BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET, SAID POINT BEING A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 10 DEGREES 09 MINUTES 28 SECONDS, AN ARC LENGTH OF 56.38 FEET, A CHORD BEARING OF NORTH 05 DEGREES 26 MINUTES 48 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 56.30 FEET TO A WEST CORNER OF SAID OUTLOT 'F', SAID POINT ALSO BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 00 DEGREES 22 MINUTES 04 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'F', SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 254.96 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 3,066,345.57 SQUARE FEET OR 70.39 ACRES, MORE OR LESS.

RESIDENTIAL PARCEL D

LOTS 33 THRU 43 BLOCK 2, LOTS 1 THRU 17, BLOCK 3, OUTLOT 'B', AND STREETS ADJACENT TO SAID LOTS, WATERFORD ESTATES ADDITION, LOCATED IN THE EAST ONE-HALF OF SECTION 23, TOWNSHIP 10, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID LOT 33, BLOCK 2, THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1440.00 FEET, A DELTA ANGLE OF 17 DEGREES 39 MINUTES 48 SECONDS, AN ARC LENGTH OF 443.93 FEET, A CHORD BEARING OF NORTH 25 DEGREES 07 MINUTES 32 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 33, LOT 37 AND LOT 38, SAID LINE ALSO BEING AN EAST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 442.17 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, A DELTA ANGLE OF 12 DEGREES 43 MINUTES 03 SECONDS, AN ARC LENGTH OF 71.03 FEET, A CHORD BEARING OF NORTH 09 DEGREES 56 MINUTES 06 SECONDS WEST, ALONG A WEST LINE OF LOT 38, SAID LINE ALSO BEING AN EAST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 70.88 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 08 DEGREES 06 MINUTES 32 SECONDS, AN ARC LENGTH OF 45.01 FEET, A CHORD BEARING OF NORTH 07 DEGREES 37 MINUTES 51 SECONDS WEST, ALONG A WEST LINE OF SAID LOT 38, SAID LINE ALSO BEING AN EAST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 44.97 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,430.00 FEET, A DELTA ANGLE OF 08 DEGREES 03 MINUTES 07 SECONDS, AN ARC LENGTH OF 200.96 FEET, A CHORD BEARING OF NORTH 07 DEGREES 39 MINUTES 33 SECONDS WEST, ALONG A WEST LINE OF SAID LOT 33, AND LOT 43, SAID LINE ALSO BEING AN EAST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 200.80 FEET TO A WEST CORNER OF SAID LOT 43, SAID POINT ALSO BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 13 DEGREES 48 MINUTES 00 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 43, SAID LINE ALSO BEING AN EAST

RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 9.50 FEET TO A NORTHWEST CORNER OF SAID LOT 43, SAID POINT ALSO BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 02 DEGREES 36 MINUTES 51 SECONDS EAST, A DISTANCE OF 106.01 FEET TO A SOUTH CORNER OF SAID LOT 17; THENCE NORTH 44 DEGREES 25 MINUTES 08 SECONDS WEST, ALONG A SOUTHWEST LINE OF SAID LOT 17, SAID LINE ALSO BEING AN EAST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 20.52 FEET TO A WEST CORNER OF SAID LOT 17, SAID POINT ALSO BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 06 DEGREES 38 MINUTES 34 SECONDS WEST, ALONG A WEST LINE OF SAID LOT 17, SAID LINE ALSO BEING AN EAST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 44.02 FEET TO A WEST CORNER OF SAID LOT 17, SAID POINT ALSO BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 00 DEGREES 22 MINUTES 55 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 17, LOT 12, LOT 11, LOT 6, LOT 5, AND OUTLOT 'B', SAID LINE ALSO BEING AN EAST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 827.19 FEET TO A WEST CORNER OF SAID OUTLOT 'B', SAID POINT ALSO BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 12 DEGREES 48 MINUTES 31 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING AN EAST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 6.22 FEET TO A NORTHWEST CORNER OF SAID OUTLOT 'B', SAID POINT ALSO BEING AN EAST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 03 DEGREES 45 MINUTES 43 SECONDS EAST, A DISTANCE OF 60.10 FEET TO A SOUTH CORNER OF OUTLOT 'A', WATERFORD ESTATES ADDITION, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF WATERVIEW DRIVE; THENCE SOUTH 89 DEGREES 37 MINUTES 05 SECONDS EAST, ALONG A SOUTH LINE OF SAID OUTLOT 'A', LOT 1 AND LOT 2, BLOCK 1, WATERFORD ESTATES ADDITION, SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF WATERVIEW DRIVE, A DISTANCE OF 247.52 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, A DELTA ANGLE OF 19 DEGREES 53 MINUTES 54 SECONDS, AN ARC LENGTH OF 184.06 FEET, A CHORD BEARING OF SOUTH 79 DEGREES 40 MINUTES 08 SECONDS EAST, ALONG A SOUTH LINE OF SAID LOT 2, AND LOT 3, BLOCK 1, WATERFORD ESTATES ADDITION, AND ITS EXTENSION, SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF WATERVIEW DRIVE, AND ITS EXTENSION, AND A CHORD LENGTH OF 183.14 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET, A DELTA ANGLE OF 23 DEGREES 21 MINUTES 35 SECONDS, AN ARC LENGTH OF 163.08 FEET, A CHORD BEARING OF SOUTH 12 DEGREES 03 MINUTES 42 SECONDS WEST, ALONG A WEST LINE OF LOT 1, AND LOT 2, BLOCK 2, WATERFORD ESTATES ADDITION, SAID LINE ALSO BEING AN EAST RIGHT OF WAY LINE OF N. 100TH STREET, AND A CHORD LENGTH OF 161.95 FEET TO A POINT; THENCE SOUTH 00 DEGREES 22 MINUTES 55 SECONDS WEST, ALONG A WEST LINE OF LOT 3, LOT 4, LOT 5, LOT 6, LOT 14, LOT 15, LOT 16, BLOCK 2, WATERFORD ESTATES ADDITION, SAID LINE ALSO BEING AN EAST RIGHT OF WAY LINE OF N. 100TH STREET, A DISTANCE OF 765.61 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,040.00 FEET, A DELTA ANGLE OF 24 DEGREES 22 MINUTES 37 SECONDS, AN ARC LENGTH OF 442.47 FEET, A CHORD BEARING OF SOUTH 11 DEGREES 48 MINUTES 23 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 17, LOT 18, AND LOT 19, BLOCK 2, WATERFORD ESTATES ADDITION, SAID LINE ALSO BEING AN EAST RIGHT OF WAY LINE OF N. 100TH STREET, AND A CHORD LENGTH OF 439.14 FEET TO A POINT; THENCE SOUTH 25 DEGREES 37 MINUTES 47 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 67 DEGREES 57 MINUTES 48 SECONDS, AN ARC LENGTH OF 213.51 FEET, A CHORD BEARING OF SOUTH 07 DEGREES 34 MINUTES 44 SECONDS WEST, ALONG A NORTHERLY LINE OF LOT 28, LOT 29, AND LOT 30 BLOCK 2, WATERFORD ESTATES ADDITION, SAID LINE ALSO BEING AN EAST RIGHT OF WAY LINE OF N. 100TH STREET AND A CHORD LENGTH OF 201.21 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 44.00 FEET, A DELTA ANGLE OF 52 DEGREES 36 MINUTES 09 SECONDS, AN ARC LENGTH OF 40.40 FEET, A CHORD BEARING OF SOUTH 15 DEGREES 15 MINUTES 33 SECONDS WEST, ALONG A NORTHERLY LINE OF SAID LOT 30, SAID LINE ALSO BEING AN EAST RIGHT OF WAY LINE OF N. 100TH STREET AND A CHORD LENGTH OF 38.99 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 163 DEGREES 54 MINUTES 58 SECONDS, AN ARC LENGTH OF 171.65 FEET, A CHORD BEARING OF SOUTH 70 DEGREES 54 MINUTES 58 SECONDS WEST, ALONG A NORTHERLY LINE OF SAID LOT 30, LOT 31, AND AN EASTERLY LINE OF LOT 32, BLOCK 2, WATERFORD ESTATES ADDITION, SAID LINE ALSO BEING A SOUTHERLY RIGHT OF WAY LINE OF N. 100TH STREET AND A CHORD LENGTH OF 118.82 FEET TO A SOUTHEAST CORNER OF SAID LOT 33; THENCE SOUTH 62 DEGREES 52 MINUTES 27 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 33, A DISTANCE OF 136.20 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 689,631.73 SQUARE FEET OR 15.83 ACRES, MORE OR LESS.

RESIDENTIAL PARCEL E

A PORTION OF OUTLOT 'D', WATERFORD ESTATES ADDITION, LOCATED IN THE EAST ONE-HALF OF SECTION 23, TOWNSHIP 10, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHWEST CORNER OF SAID OUTLOT 'D', SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE EAST ALONG A NORTH LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING THE NORTH LINE OF SAID SOUTHEAST QUARTER, ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 1,308.26 FEET TO A NORTH CORNER OF SAID OUTLOT 'D'; THENCE NORTH 00 DEGREES 10 MINUTES 15 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'D', A DISTANCE OF 504.87 FEET TO A POINT; THENCE NORTH 11 DEGREES 38 MINUTES 47 SECONDS EAST, A DISTANCE OF 99.43 FEET TO A POINT; THENCE NORTH 30 DEGREES 23 MINUTES 12 SECONDS EAST, A DISTANCE OF 93.42 FEET TO A POINT; THENCE NORTH 48 DEGREES 36 MINUTES 25 SECONDS EAST, A DISTANCE OF 93.42 FEET TO A POINT; THENCE NORTH 66 DEGREES 49 MINUTES 38 SECONDS EAST, A DISTANCE OF 93.42 FEET TO A POINT; THENCE NORTH 85 DEGREES 02 MINUTES 51 SECONDS EAST, A DISTANCE OF 93.42 FEET TO A POINT; THENCE SOUTH 84 DEGREES 41 MINUTES 17 SECONDS EAST, A DISTANCE OF 11.88 FEET TO A POINT; THENCE SOUTH 83 DEGREES 32 MINUTES 03 SECONDS EAST, A DISTANCE OF 164.47 FEET TO A POINT; THENCE SOUTH 78 DEGREES 32 MINUTES 03 SECONDS EAST, A DISTANCE OF 178.36 FEET TO A POINT ON AN EAST LINE OF SAID OUTLOT 'D', SAID POINT

ALSO BEING ON A WEST RIGHT OF WAY LINE OF N. 98TH STREET, SAID POINT BEING A POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,560.00 FEET, A DELTA ANGLE OF 04 DEGREES 03 MINUTES 36 SECONDS, AN ARC LENGTH OF 110.54 FEET, A CHORD BEARING OF SOUTH 14 DEGREES 57 MINUTES 39 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 110.52 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID POINT ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 24 DEGREES 22 MINUTES 39 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 4.81 FEET TO A POINT; THENCE NORTH 78 DEGREES 32 MINUTES 03 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 30.69 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID POINT ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 11 DEGREES 27 MINUTES 57 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 60.00 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID POINT ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 78 DEGREES 32 MINUTES 03 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 27.75 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID POINT ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 01 DEGREES 32 MINUTES 27 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 18.14 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,560.00 FEET, A DELTA ANGLE OF 09 DEGREES 31 MINUTES 25 SECONDS, AN ARC LENGTH OF 259.30 FEET, A CHORD BEARING OF SOUTH 05 DEGREES 08 MINUTES 38 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 259.00 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID POINT ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 00 DEGREES 22 MINUTES 55 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 585.93 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, A DELTA ANGLE OF 10 DEGREES 09 MINUTES 28 SECONDS, AN ARC LENGTH OF 56.73 FEET, A CHORD BEARING OF SOUTH 05 DEGREES 27 MINUTES 39 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 56.66 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 10 DEGREES 09 MINUTES 28 SECONDS, AN ARC LENGTH OF 56.38 FEET, A CHORD BEARING OF SOUTH 05 DEGREES 27 MINUTES 39 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, AND A CHORD LENGTH OF 56.30 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID POINT ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 00 DEGREES 22 MINUTES 55 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 208.33 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID POINT ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 37 DEGREES 38 MINUTES 42 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 4.57 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID POINT ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 83 DEGREES 21 MINUTES 13 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 47.53 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID POINT ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE NORTH 89 DEGREES 37 MINUTES 05 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 32.07 FEET TO AN EAST CORNER OF SAID OUTLOT 'D', SAID POINT ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98TH STREET; THENCE SOUTH 00 DEGREES 22 MINUTES 55 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'D', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98TH STREET, A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 37 MINUTES 05 SECONDS WEST, A DISTANCE OF 182.72 FEET TO A POINT; THENCE NORTH 87 DEGREES 19 MINUTES 39 SECONDS WEST, A DISTANCE OF 350.28 FEET TO A POINT; THENCE NORTH 00 DEGREES 22 MINUTES 55 SECONDS EAST, A DISTANCE OF 82.01 FEET TO A POINT; THENCE NORTH 89 DEGREES 05 MINUTES 29 SECONDS EAST, A DISTANCE OF 31.15 FEET TO A POINT; THENCE NORTH 00 DEGREES 13 MINUTES 16 SECONDS EAST, A DISTANCE OF 505.62 FEET TO A POINT; THENCE NORTH 89 DEGREES 24 MINUTES 38 SECONDS EAST, A DISTANCE OF 21.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 35 MINUTES 22 SECONDS EAST, A DISTANCE OF 120.47 FEET TO A POINT; THENCE NORTH 89 DEGREES 25 MINUTES 50 SECONDS WEST, A DISTANCE OF 24.33 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 873,560.86 SQUARE FEET OR 20.05 ACRES, MORE OR LESS.