

**PROPERTY PURCHASE AND SALE AGREEMENT  
(Jensen Property)**

This Purchase and Sale Agreement (“Agreement”) is made and effective as of the date of execution (“Effective Date of the Agreement”) of the last signing party, by and between the Lancaster County School District 001, a/k/a, Lincoln Public Schools, a Class IV school district under the laws and statutes of the State of Nebraska, (“Buyer”) whose primary address is 5905 O Street, Lincoln, Nebraska 68510, and the City of Lincoln, Nebraska, (“Seller”) whose primary address is 555 South 10<sup>th</sup> Street, Lincoln, NE 68508.

WHEREAS, Seller owns property generally located on 84<sup>th</sup> Street and Yankee Hill Road, sometimes referred to as the Jensen Park Property (hereinafter the “Jensen Property”) as shown on Exhibit “A”, which is attached hereto and incorporated herein by this reference as though set forth in full; and

WHEREAS, Seller has offered to sell and Buyer has agreed to purchase a  $\pm$  25.73 acre portion of the Jensen Property located in the Northwest corner of the Property for a school site (hereinafter the “School Site”) on the terms, conditions and contingencies hereinafter set forth. The location of the School Site is generally as shown on Exhibit “A”. As is generally shown on Exhibit “A”, the School Site does not include potential future expanded City of Lincoln Right-of-Way, totaling approximately 0.53 acres, adjacent to current City of Lincoln Right-of-Way along South 84th Street and Yankee Hill Road. Also shown on Exhibit “A” is proposed “Yankee Woods Drive” which is to be a public street that is adjacent to and runs along the southern boundary of School Site and connects to South 84th Street and Yankee Hill Road (hereinafter “Yankee Woods Drive”). A site diagram of the School Site and Yankee Woods Drive along with the metes and bounds legal description of the School Site are shown on Exhibit “B”, which is also attached hereto and incorporated herein by this reference as though set forth in full.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. PROPERTY CONVEYANCE. Upon successful achievement of the Closing Contingencies as provided in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the School Site. The School Site shall be conveyed from Seller to the Buyer by quitclaim deed in substantially the form attached hereto and incorporated herein by this reference as Exhibit “C”. The parties understand that the number of acres, configuration and/or final legal description of the School Site may change by mutual agreement prior to Closing. The Jensen Property surrounding the School Site is sometimes referred to herein as the “Surrounding Jensen Property.”

2. PURCHASE PRICE. The Purchase Price for the  $\pm$  25.73 acre School Site shall be determined as follows:

Land Price:	\$ 1,105,850.00
minus “Stipulated Seller Allocated Infrastructure Costs”:	\$ 915,875.00
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= Purchase Price:	\$ 189,975.00

The Land Price for the School Site has been mutually agreed to by the parties based upon an appraisal of the School Site performed by a certified real estate appraiser. The cost of the appraisal on the School Site shall be split equally between the parties. The Purchase Price described above includes a deduction for the amount of the “Stipulated Seller Allocated Infrastructure Costs” as described in Paragraph 32 and Exhibit “E”. Buyer shall pay the Purchase Price in cash or certified funds to Seller at Closing. In the event that the total acreage has been increased or decreased in the final legal description of the School Site by mutual agreement prior to Closing, the Purchase Price due at Closing shall be adjusted as follows: take the Land Price stated above in this Paragraph 2, divide by 25.73 acres (to arrive at a per acre price), and then multiply by the mutually agreed upon, adjusted total acreage for the School Site, and then subtract, if applicable, the Stipulated Seller Allocated Infrastructure Costs.

3. [omitted]

4. LIMITED GOVERNMENTAL APPROVALS. Seller and Buyer understand and agree that subdivision platting for a legal and valid conveyance of the School Site to Buyer is not necessary under Neb. Rev. Stat. § 15-901, Lincoln Municipal Code Chapter 26, and other Nebraska law, and shall not be a required part of this Agreement or otherwise. The parties further understand and agree that a change of zoning is not necessary under Lincoln Municipal Code Chapter 27 in order for the School Site to be used for school or YMCA purposes, and shall not be a required part of this Agreement or otherwise. The parties further agree that (i) the School Site shall be and is a buildable lot of record, (ii) that the Quitclaim Deed shall be and is recordable, as required under Neb. Rev. Stat. § 76-2,110 and other Nebraska law, and (iii) that the YMCA’s location on the School Site is a permitted use under current Lincoln Municipal Code Chapter 27 zoning or that if necessary the YMCA shall be granted any necessary conditional use or special use permitting. This Agreement is subject to approval by Lincoln City Council, including a resolution under Neb. Rev. Stat. § 79-10,108, and approval of the surplus property declaration by the Planning Commission and City Council as in conformance with the comprehensive plan. Any costs associated with accomplishing the parties’ agreements in this Paragraph 4 on the School Site shall be split equally between the parties.

5. CLOSING CONTINGENCIES

A. Jensen Disclaimer and Quitclaim Deed Contingency. Buyer’s Closing on the purchase of the School Site is contingent upon Buyer obtaining from Dale M. and Vicki S. Jensen, and Karen E. Seaton, formerly known as Karen E. Jensen, within the Closing Contingencies Period (described below) recordable quitclaim deeds and disclaimers of interest in real estate for the School Site, in substantially the form attached hereto and incorporated herein by this reference as Exhibit “D-1” (referred to herein as “Jensen Contingency”). The costs associated with obtaining the Jensen Contingency shall be paid solely by the Buyer. Buyer acknowledges that it has obtained written agreements from Dale M. and Vicki S. Jensen, and

Karen E. Seaton, formerly known as Karen E. Jensen, each agreeing to execute quitclaim deeds and disclaimers of interest in real estate relating to the School Site, as shown on Exhibit "D-2" attached hereto and incorporated herein by this reference. If the Jensen Contingency is not met within the Closing Contingencies Period, Buyer, in its sole discretion, shall have the option either to terminate this Agreement or to waive this Jensen Contingency, as provided in Paragraph 6 below.

B. Testing Contingency. Buyer's determination that the School Site is suitable for Buyer's intended use based upon the Tests as described in Paragraph 7 below.

C. Title Insurance Contingency. Buyer's acceptance of Title Insurance Commitment as described in Paragraph 9 below.

D. Closing Contingencies Period. As described in this Agreement, the Closing Contingencies Period shall be the period beginning on the Effective Date of this Agreement and ending on the date four (4) months after the Effective Date of this Agreement, or a mutually agreed upon date prior thereto or any mutually agreed upon extensions thereof.

6. FAILURE OF CLOSING CONTINGENCIES. Seller and Buyer agree to make a good faith effort to satisfy their respective Closing Contingencies stated in Paragraph 5 above and Paragraphs 7 and 8 below. In the event any one of the Closing Contingencies described in Paragraph 5 above or Paragraphs 7 or 8 below have not been met by the expiration of the Closing Contingencies Period, then Seller or Buyer, as the case may be, shall have the option either to terminate this Agreement or to waive the failed Closing Contingency. If either the Seller or the Buyer, as the case may be, elects to terminate this Agreement, such party shall deliver written notice of termination to the other party before the expiration of the Closing Contingencies Period stating that the particular Closing Contingency has not been met and that the party has elected to terminate the Agreement. Unless Buyer or Seller mutually agree in writing to extend the Closing Contingencies Period and Date of Closing, delivery of written notice of termination described herein shall cause this Agreement automatically to be null and void and neither party shall have any further obligation or liability under this Agreement. If either the Seller or the Buyer, as the case may be, may elect to waive a failed Closing Contingency, such party shall deliver written notice of waiver to the other party before the expiration of the Closing Contingencies Period stating that the particular Closing Contingency has been waived. If Buyer and Seller proceed to Closing, Buyer and Seller shall be deemed to have waived all failures of any of the Closing Contingencies under this Agreement.

7. TESTING CONTINGENCY: WETLANDS, FLOODPLAIN, ENVIRONMENTAL AUDIT, ETC.

A. Tests. Buyer, before the expiration of the Closing Contingencies Period, at Buyer's own expense, may undertake a professional wetlands delineation, professional floodplain analysis, soil tests, geotechnical investigation, phase 1 environmental audit, ALTA survey, and any other testing it wishes to perform (individually and collectively "Tests") on the School Site. The undertaking to obtain the Tests shall be referred to in this Agreement as the "Testing Contingency." Seller shall, upon the execution of this Agreement, promptly furnish to the Buyer any and all documents or reports which Seller has in its possession which covers all or

any portion of the School Site to be conveyed with regard to any previous environmental audit or other such Test investigations Seller has made on the Jensen Property and/or the School Site. Seller shall allow Buyer and Buyer's representatives and agents' reasonable access onto the Jensen Property and the School Site to conduct such Tests. Buyer agrees, only to the extent allowed by law and only during the Closing Contingency Period, to indemnify, defend and hold harmless Seller and its tenants on the Jensen Property against all claims for injuries to persons on or damage to the Jensen Property, including any crops planted thereon, caused by the Buyer and its agents, or caused by the Tests. The above indemnification and defense obligation expires at the expiration of the Closing Contingencies Period.

B. Testing Contingency. If the School Site is not suitable for Buyer's intended use based on the Tests, Buyer in its sole discretion shall have the option either to terminate this Agreement or to waive this Testing Contingency, as provided in Paragraph 6 above. If Buyer elects to terminate this Agreement, in addition to the notice described in Paragraph 6, Buyer's written notice shall include a copy of a licensed professional's determination and copies of any relevant Tests and conclusions that the School Site is unsuitable.

8. TITLE.

A. Temporary Access Easement. Seller shall and does hereby grant Buyer and its personnel, agents or subcontractors a nonexclusive Temporary Access Easement across the School Site and the Surrounding Jensen Property as necessary to provide access to the School Site to conduct Tests pursuant to Paragraph 7 above. Such easement shall be at such location(s) as will be most convenient for Buyer's intended access needs to conduct said Tests.

B. Stormwater or Surface Water Drainage Easement. It is understood and agreed by the parties that the School Site shall not have or require any on-site regional or other stormwater, water quality, or surface water detention or run off facilities for water that drains from the School Site to the Surrounding Jensen Property, as provided in more detail below in Paragraph 32.F. At Closing, Seller will deliver to Buyer, without additional consideration or payment, an executed and recordable, nonexclusive and perpetual stormwater or surface water run off or drainage Easement to be located by agreement of the parties, in substantially the form attached hereto and incorporated herein by this reference as Exhibit "F-1", providing the legal right to convey or drain stormwater and/or surface water off the School Site and onto the Surrounding Jensen Property.

C. Quitclaim Deed. At Closing, Seller will execute and deliver to the Buyer a quitclaim deed conveying the School Site to Buyer in substantially the form shown in Exhibit "C".

D. Temporary Access and Construction Easement. At Closing, Seller will execute and deliver to the Buyer, without additional consideration or payment, a Temporary Access and Construction Easement necessary to construct the development and infrastructure plan described in Paragraph 32 and attached Exhibit "E", in substantially the form attached hereto and incorporated herein by this reference as Exhibit "F-2".

9. TITLE INSURANCE. Within thirty (30) days after the date of this Agreement, or mutual extension thereof, Buyer shall deliver to Seller a copy of a title insurance commitment ("Commitment") from a mutually agreeable title company bearing an effective date subsequent to the date hereof in favor of Buyer for an owner's extended title insurance policy, with applicable endorsements and/or riders, including but not limited to a zoning endorsement, insuring marketability of the title to the School Site, showing the entire fee simple interest in Seller, and in the amount of the Land Price (see Paragraph 2) plus an additional \$ 33,500,000 representing the estimated value of anticipated LPS improvements on the School Site, underwritten by a title insurance company acceptable to Buyer. The Title Insurance requirement shall be referred to in this Agreement as the "Title Insurance Contingency". Within thirty (30) days after Buyer's receipt of the Commitment, Buyer may object to Seller's title. Buyer shall send a copy of the Commitment along with a written statement of any objections to Seller's title to the School Site as disclosed by the Commitment to the Seller. Seller shall have thirty (30) days, or a mutually agreed upon extension thereof, after written notice from Buyer of such objections (i) to remove the objections from the Commitment, (ii) to have the title insurer commit, in writing in a form and substance that is acceptable to Buyer, to insure Buyer against loss or damage that may be occasioned by such objections or defects, and/or (iii) to provide notice to Buyer that Seller is not willing to cure some or all of the objections or is not able, upon the exercise of due diligence in good faith, to cure some or all of the objections prior to or concurrent with Buyer's acquisition of the School Site. If Seller gives notice to Buyer of any objections which it will not or cannot be cured, then Buyer shall, prior to expiration of the Closing Contingency Period, have the option of: (i) waiving such objections, proceeding with this Agreement and receiving a mutually agreed upon credit towards or reduction of the Purchase Price on account thereof; or (ii) terminating this Agreement, as provided in Paragraph 6 above. In addition to the terms and conditions of this Agreement, land title law of Nebraska and the title standards approved by the Nebraska State Bar Association to the date of examination of title shall serve as a guide of marketability of title. Buyer and Seller shall each pay one-half (1/2) of the expense of a standard owner's title insurance policy issued on the School Site in the amount of the Land Price (see Paragraph 2), and one-half (1/2) of any closing fees. Buyer shall pay the cost to obtain extended coverage in and any endorsements, including the endorsements described above in this paragraph, to the owner's title insurance policy. Documents stamps, if any, shall be paid by Seller. Each party is responsible for their own recording fees.

10. TAXES. Real estate and personal property taxes on the School Site prior to the Date of Closing, if any, shall be paid by Seller. The taxes for the year of the Date of Closing, if any, shall be prorated to the Date of Closing and shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law. Any greenbelt recapture tax shall be paid by Seller at or prior to the Date of Closing.

11. SALES TAX EXEMPTION. To the extent applicable to any part of this transaction, Seller and Buyer agree to use their best efforts to utilize Buyer's sales tax exemption status as permitted under the law for any and all conditions that the sales tax exemption status is applicable.

12. CLOSING. "Closing" or the "Date of Closing" shall occur within fifteen (15) days after the expiration of the Closing Contingencies Period, or a mutually agreed upon date prior thereto or any mutually agreed upon extensions thereof. If Buyer and Seller proceed to

Closing, Buyer and Seller shall be deemed to have waived all failures of Closing Contingencies under this Agreement.

13. RISK OF LOSS. Risk of loss or damage to the School Site shall rest with Seller until the time of delivery of possession at Closing.

14. NO REAL ESTATE COMMISSION AND FINDER'S FEE. The parties agree that no party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee in connection with the transaction contemplated by this Agreement; and each party warrants to the other party that it shall indemnify and hold the other harmless for any and all claims of any person for broker's or agent's commissions or finder's fees in connection with this transaction. Buyer and Seller represent that no party was used as an agent or finder to bring about this transaction.

15. CONDITION OF PROPERTY. Buyer hereby acknowledges that Buyer has personally examined the School Site prior to entering into this Agreement. This Agreement is based upon Buyer's personal inspection of the School Site and not upon any representation or warranties or conditions by Seller or Seller's agents. Buyer agrees Buyer is buying the School Site on an "as is" basis, except for the warranties and representations as provided in this Agreement and in the quitclaim deed. Seller makes no representation or warranties of any kind whatsoever, either express or implied, with respect to the use, title, condition, code or law compliance, or occupation of the School Site with respect to the physical or structural condition of the property, the property's compliance with the Americans with Disabilities Act, or with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on, under or affecting the School Site. From and after Closing, Seller shall be released from all responsibility and liability to Buyer regarding the condition of the School Site, including environmental conditions, valuation, salability or utility of the School Site, or its suitability for any purpose whatsoever. Buyer agrees that it will not seek to recover from Seller any costs that may be incurred for the clean-up or remediation in any manner of any toxic or hazardous materials, substances or wastes as may exist in, on, under or affecting the School Site, regardless of where now located, and specifically waives any right to recovery thereof.

16. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS. The obligation of Buyer to consummate the transactions contemplated hereby is subject to the fulfillment prior to and at the Date of Closing of each of the following conditions:

- A. Performance. Seller shall have in all material respects performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to and at the Date of Closing.

17. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS. The obligation of Seller to consummate the transactions contemplated hereby is subject to the fulfillment prior to and at the Date of Closing of each of the following conditions:

- A. Performance. Buyer shall have in all material respects performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to and at the Date of Closing.

18. DEFAULT. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and shall provide written notice to the defaulting party specifying the nature thereof and detailing the reasons for the default. The defaulting party shall have ten (10) days after receipt of such notice to cure the default, provided, however, in the case of a default that cannot in the exercise of reasonable diligence be cured within such ten (10) day period, the defaulting party shall have a reasonable time beyond such ten (10) day period to cure the same with the exercise of reasonable diligence not to exceed ninety (90) days after receipt of notice unless otherwise mutually agreed. If any of the events of default set forth in this Agreement shall occur and the defaulting party fails to cure the same within the express curative time period herein provided, the other party may seek any remedy at law or in equity without notice or demand, including specific performance. No delay or omission of any party in exercising any remedies or power accruing upon any event of default shall impair any remedies or power or shall be construed to be a waiver of any event of default or any acquiescence therein.

19. ASSIGNMENT. This Agreement may not be assigned to another party without the Buyer's and Seller's consent. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this Agreement.

20. GROWING CROPS. Seller or Seller's tenants, if any, shall have the right to harvest all mature crops on the School Site at the time of Closing. In the event Closing is prior to the time crops are ready to harvest, Buyer shall permit Seller or Seller's tenants, at the expense of Seller or Seller's tenants, to tend such crops until they mature, to harvest the crops and retain all income derived therefrom, provided that all crops on the School Site must be harvested no later than December 1, 2014, and that no delay in Buyer's intended development of the School Site (including any testing, grading, infrastructure or site development) shall occur. Buyer agrees, only to the extent allowed by law and only until December 1, 2014, to indemnify, defend and hold harmless Seller, and Seller's tenants on the Jensen Property, against all claims for damage to any crops planted on the Jensen Property caused by the Buyer or its agents by their use or preparation of the School Site or the Surrounding Jensen Property prior to Closing. Seller shall be responsible for (1) giving the Seller's tenant written notice of termination of farm lease on the School Site, along with a copy of such notice to Buyer, no later than August 31, 2014; and (2) modifying the farm lease with Seller's tenant to allow Buyer to implement and construct the site development and infrastructure plan on the Surrounding Jensen Property within the grading limits shown on Exhibit "E", page 6. Seller agrees that Buyer shall not be responsible or liable for any damages, including but not limited to crop damages, on that portion of the Surrounding Jensen Property within the grading limits of the site development and infrastructure plan shown on Exhibit "E", page 6 that occur after December 1, 2014, and until construction and development of such site improvements have been completed.

21. SEVERABILITY. If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

22. FURTHER ASSURANCES. Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants and agreements herein provided. Each of the undersigned parties shall cooperate in good faith with the other.

23. INTERPRETATIONS. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

24. CONSTRUCTION. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

25. NON-MERGER. All covenants, representations and warranties made herein, including but not limited to the Site Development and Infrastructure under Paragraph 32 below, and the Surrounding Jensen Property Use Restrictions under Paragraph 33 below, are intended to survive Closing and shall not be merged in the Deed unless otherwise stated in this Agreement. This Agreement shall not be canceled at Closing.

26. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

27. NOTICE AND DEMANDS. Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the address stated above.

28. EXECUTION IN COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

29. GOVERNING LAW. All aspects of this Agreement shall be governed by the laws of the State of Nebraska.

30. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

31. TIME IS OF THE ESSENCE. The parties agree time is of the essence.

32. SITE DEVELOPMENT AND INFRASTRUCTURE.

A. Infrastructure Plan and Allocated Costs. Seller and Buyer acknowledge and agree that the development and ongoing use and operation of the School Site and the Surrounding Jensen Property on a collaborative basis will serve both parties' best interests. As such, Seller and Buyer agree (i) to the site development and infrastructure plan, as may be amended by mutual agreement, and the site development cost allocations, both as shown on Exhibit "E"; (ii) to implement and construct the site development and infrastructure plan, as may be amended by mutual agreement, shown on Exhibit "E"; and (iii) unless otherwise provided below, each pay the actual site development and infrastructure plan costs as such costs are incurred pursuant to the cost allocation under Exhibit "E". Seller and Buyer understand and acknowledge that the site development and infrastructure plan costs on Exhibit "E" are merely estimates and that actual site development and infrastructure plan costs will be determined at the time of construction. Seller and Buyer also understand and agree that the actual site development and infrastructure plan may need to be amended, adjusted or revised as circumstances require and that when necessary the parties shall work together in good faith to amend, adjust and revise the site development and infrastructure plan. Seller and Buyer stipulate and agree as follows: (i) the amount of Stipulated Seller Allocated Infrastructure Costs as shown in Exhibit "E" is a reasonable estimate as of the Effective Date of this Agreement of the total actual costs of Seller's agreed-to allocation of the site development and infrastructure plan costs; (ii) the "Stipulated Seller Allocated Infrastructure Costs" to be used in Paragraph 2 of this Agreement to determine the final Purchase Price shall be the fixed amount of Stipulated Seller Allocated Infrastructure Costs; (iii) Buyer shall implement and construct the site development and infrastructure plan shown on Exhibit "E"; (iv) except for cost overruns as provided below, Buyer shall assume responsibility for payment the actual total site development and infrastructure plan costs under Exhibit "E" as incurred, including those allocated to Seller ("Actual Seller Allocated Infrastructure Costs"), and (v) except for cost overruns as provided below, Seller shall have no responsibility for payment of any of the actual site development and infrastructure plan costs under Exhibit "E". The parties shall work together in good faith to address any construction and/or payment of any other development and infrastructure concept costs not provided on Exhibit "E", including any other developments or infrastructure improvements on the Surrounding Jensen Property or otherwise off of the School Site. Should the Actual Seller Allocated Infrastructure Costs exceed the Stipulated Seller Allocated Infrastructure Cost of Stipulated Seller Allocated Infrastructure Costs as shown on Exhibit "E" by more than ten percent (10%) for any reason, Seller and Buyer agree that Seller's allocable portion of such Seller development and infrastructure cost overrun (i.e. the difference between the Actual Seller Allocated Infrastructure Costs and the Stipulated Seller Allocated Infrastructure Costs) shall be debited from Seller and credited to Buyer on the existing Asset Bank ledger by and between the parties.

B. Additional Development Costs. Seller agrees to pay for and to construct and/or install sidewalks, street trees and sidewalk grading on the Surrounding Jensen Property adjacent to the School Site along South 84th Street and Yankee Hill Road. Buyer shall have no obligation to construct, install or pay for the above described sidewalks, street trees and sidewalk grading. Except as provided in subparagraph A above and Exhibit "E", Seller shall be responsible for construction and payment of all other off-site infrastructure and development improvements, and associated costs, to be located outside of the School Site, specifically including infrastructure and

development improvements in and along South 84th Street and Yankee Hill Road, immediately adjacent to the School Site. By way of example only and not intended to represent an exclusive list, Seller shall be responsible for South 84th Street roadway improvements, Yankee Hill Road roadway improvements, water supply improvements and/or extensions, waste water improvements and/or extensions, stormwater improvements and/or extensions, and improvements and/or extensions of all other usual and customary utilities.

C. Design of Infrastructure Plan. Design of the Infrastructure Plan, identified on Exhibit "E", shall conform to Lincoln Municipal Code and any City of Lincoln, Department of Public Works and Utilities, design standards. Such Infrastructure Plan shall include a new local street, preliminarily identified as "Yankee Woods Drive", which is to be a public street that is adjacent to and runs along the southern boundary of School Site. Yankee Woods Drive shall be designed using a local street design standard and not using a major street, arterial street or collector street design standard.

D. Construction of Infrastructure Plan. Buyer shall cause the implementation and construction of the site development and infrastructure plan, as may be amended or modified from time to time, shown on Exhibit "E". Seller shall have no obligation to construct the site development and infrastructure plan as shown on Exhibit "E". Construction of the Infrastructure Plan may include items located on the Surrounding Jensen Property and not on the School Site. The parties understand and agree that the Seller is providing to Buyer a Temporary Access and Construction Easement, as described in Paragraph 8.D. above and shown on Exhibit "F-2", to enable Buyer to cause the implementation and construction of those elements of the site development and infrastructure plan located on the Surrounding Jensen Property.

E. Dedication of Yankee Woods Drive. Upon final completion of construction of the new Yankee Woods Drive, the Seller shall cause Yankee Woods Drive to be dedicated as a public local street.

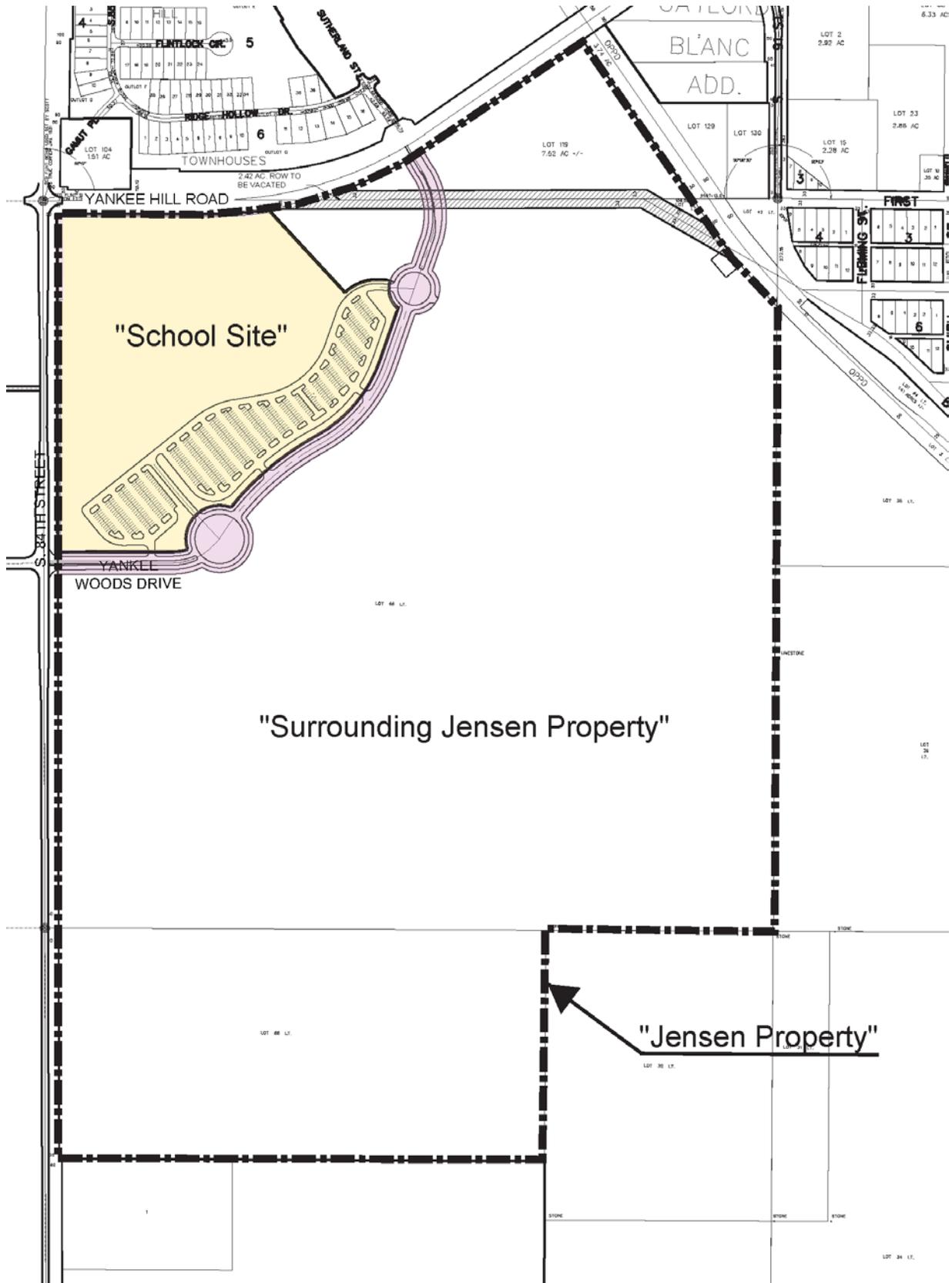
F. Stormwater or Surface Water Drainage. Seller shall be responsible for constructing, at its cost, surface water run off and stormwater detention facilities on the Surrounding Jensen Property pursuant to the design standards, rules and ordinances of the City of Lincoln, Nebraska, that will accommodate water quality, the surface water run off and/or stormwater that drains from the School Site to the Surrounding Jensen Property, including all future buildings, improvements and hard surfaces constructed thereon per the Easement as shown on Exhibit "F-1". Responsibility for the on-going maintenance and repair of the detention facilities located thereon shall rest with the Seller. Buyer is responsible for any surface water run off and/or stormwater from the School Site that does not drain to the Surrounding Jensen Property. Buyer is also responsible for conveying stormwater using best management practices from the School Site to the detention facility, if completed, or to either the existing drainage channel or the drainage channel specified by the current Project Engineer for both Buyer and Seller as a part of the site development and infrastructure plan on the Surrounding Jensen Property if the detention facility has not been completed. Before grading on the School Site or the Jensen Property, Buyer shall submit an interim plan showing how the stormwater is to be conveyed from the School Site to the Surrounding Jensen Property for review and approval by Seller's Director of Public Works & Utilities. Seller shall be responsible for design and construction of permanent conveyance on Surrounding Jensen Property.

33. SURROUNDING JENSEN PROPERTY USE RESTRICTIONS. Seller, on behalf of itself and its successors and assigns, covenants, represents and warrants that the Surrounding Jensen Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements. Except upon written consent by Buyer, the Surrounding Jensen Property shall not be used for, nor shall the zoning of any part be changed to allow the use of, any permitted, permitted conditional, or permitted special use specified under any of the zoning use groups currently contained in Lincoln Municipal Code Chapter 27 except the “P” or “Public Use District” zoning, the “R-2” through “R-6” Residential District zoning (other than multi-family dwellings in the Household Living Use Group or any use in the Group Living Use Group, except group homes and group homes for 16 or more people under Residential Health Care Facility), or any other zoning consistent with “P” or the limited “R-2” through “R-6” zoning described herein, except Seller may permit “B-2” zoning on the southern portion of Surrounding Jensen Property provided such zoning is at least one thousand (1,000) feet from the southern lot line of the School Site. The use restriction contained in this paragraph is intended to limit and restrict the permitted, permitted conditional and permitted special uses of the Surrounding Jensen Property only to those uses allowed by the above zoning districts described herein, as currently described in Lincoln Municipal Code Chapter 27. Buyer shall permit use of the parking lot on the School Site by the public during non-school hours, including nights and weekends, for access to the Surrounding Jensen Property without compensation. Any deed or transfer instrument for any portion of the Surrounding Jensen Property shall contain the above or substantially similar use restriction language. At Closing, the Seller shall execute and record a written covenant on the Surrounding Jensen Property containing the above or substantially similar use restriction language. The restrictions, covenants, conditions and easements contained in this paragraph shall run with the Surrounding Jensen Property and shall be binding upon all parties having or acquiring any right, title or interest in all or any part of the Surrounding Jensen Property.

[SIGNATURE PAGES FOLLOW]



**Exhibit "A"**





**Exhibit "B"**  
**(Page 2 of 2)**

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 66 I.T., LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M.; THENCE EASTERLY ON THE NORTH LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF N89°49'09"E, A DISTANCE OF 49.96' TO A POINT; THENCE S00°10'51"E, A DISTANCE OF 50.00' TO THE NORTHWEST CORNER OF LOT 66 I.T., SAID POINT BEING 50.00' EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING ON A EAST RIGHT-OF-WAY LINE OF SOUTH 84<sup>TH</sup> STREET, AND ON A SOUTH LINE OF YANKEE HILL ROAD RIGHT-OF-WAY; THENCE N89°49'09"E, ON A NORTH LINE OF SAID LOT 66 I.T., SAID LINE BEING A SOUTH LINE OF YANKEE HILL ROAD RIGHT-OF-WAY, SAID LINE BEING 50.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 19.99' TO A POINT; THENCE S00°10'51"E, A DISTANCE OF 10.00' TO A POINT 70.00' EAST OF THE WEST LINE OF SAID NORTHEAST QUARTER, AND 60.00' SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE N89°49'09"E, ON A LINE 60.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID LINE BEING 10.00' SOUTH OF AND PARALLEL WITH A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 547.11' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 08°37'59", A RADIUS OF 1,408.14', AN ARC LENGTH OF 212.17' ON A LINE 10.00' SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 211.97', A TANGENT LENGTH OF 106.29', AND A CHORD BEARING OF N85°30'09"E, TO A POINT; THENCE S42°47'54"E, A DISTANCE OF 398.53' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 46°00'36", A RADIUS OF 177.00', AN ARC LENGTH OF 142.14', A CHORD LENGTH OF 138.35', A TANGENT LENGTH OF 75.15', AND A CHORD BEARING OF N70°12'24"E TO A POINT; THENCE S86°47'18"E, A DISTANCE OF 35.47' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 70°08'14", A RADIUS OF 92.50', AN ARC LENGTH OF 113.23', A CHORD LENGTH OF 106.29', A TANGENT LENGTH OF 64.93', AND A CHORD BEARING OF S14°53'09"E TO A POINT; THENCE S19°08'40"W, A DISTANCE OF 202.77' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 42°17'09", A RADIUS OF 495.00', AN ARC LENGTH OF 365.32', A CHORD LENGTH OF 357.09', A TANGENT LENGTH OF 191.43', AND A CHORD BEARING OF S40°17'14"W, TO A POINT OF REVERSE CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 22°38'22", A RADIUS OF 1,033.00', AN ARC LENGTH OF 408.17', A CHORD LENGTH OF 405.52', A TANGENT LENGTH OF 206.78', AND A CHORD BEARING OF S50°06'38"W TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 128°00'19", A RADIUS OF 122.50', AN ARC LENGTH OF 273.68', A CHORD LENGTH OF 220.21', A TANGENT LENGTH OF 251.19', AND A CHORD BEARING OF S45°51'37"W TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 19°01'04", A RADIUS OF 159.50', AN ARC LENGTH OF 52.94', A CHORD LENGTH OF 52.70', A TANGENT LENGTH OF 26.72', AND A CHORD BEARING OF S80°20'52"W TO A POINT; THENCE S89°51'44"W, A DISTANCE OF 410.62' TO A POINT, SAID POINT BEING 60.00' EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N00°08'16"W, ON A LINE 60.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 919.11' TO A POINT; THENCE N89°51'44"E, A DISTANCE OF 10.00' TO A POINT 70.00' EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N00°08'16"W, ON A LINE 70.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 300.00' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 1,120,989.98 SQUARE FEET OR 25.73 ACRES, MORE OR LESS.

**Exhibit "C"**  
**(Page 1 of 1)**

**FORM OF QUITCLAIM DEED**

Return filed document to:  
Perry, Guthery, Haase & Gessford, P.C., L.L.O.  
233 S. 13th St., Suite 1400  
Lincoln, NE 68508

**CITY OF LINCOLN, NEBRASKA**  
**QUITCLAIM DEED**

The CITY OF LINCOLN, NEBRASKA, a municipal corporation, GRANTOR, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration received from LANCASTER COUNTY SCHOOL DISTRICT 0001, a/k/a LINCOLN PUBLIC SCHOOLS, a public school district and political subdivision, GRANTEE, does hereby quitclaim to GRANTEE the following described real estate (as defined in NEB. REV. STAT. §76-201):

*Insert legal description*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

<b>ATTEST:</b>  _____ <b>City Clerk</b>	<b>CITY OF LINCOLN, NEBRASKA, A municipal corporation</b>  _____ <b>Chris Beutler, Mayor</b>
--	---

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Chris Beutler, Mayor of the City of Lincoln, Nebraska.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



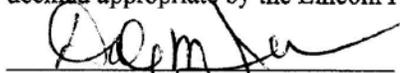


**Exhibit "D-2"**  
**(Page 1 of 6)**

**AGREEMENTS BY JENSENS**

**STATEMENT**

The undersigned Dale M. and Vicki S. Jensen, husband and wife, agree that if Lincoln Public Schools enters into a purchase agreement with the City of Lincoln for the purchase of a portion of a tract of land generally labeled and known as "Jensen Park", in Lincoln, Nebraska, that upon request, we will sign and deliver a quitclaim deed and disclaimer of any interest in such tract of land in substantially the form as the attached hereto and incorporated herein by this reference as Exhibit "A". We further agree that such quitclaim deed and disclaimer of any interest in such tract of land may thereafter be filed with the Lancaster County Register of Deeds whenever deemed appropriate by the Lincoln Public Schools.

 _____ Dale M. Jensen	<u>3-9-14</u> _____ Date
 _____ Vicki S. Jensen	<u>3-9-14</u> _____ Date



**Exhibit "D-2"**  
**(Page 3 of 6)**

**EXHIBIT A**  
**(p. 2 of 2)**

**LEGAL DESCRIPTION**

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 66 I.T., LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF LOT 66 I.T., SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET, AND ON THE SOUTH RIGHT-OF-WAY LINE OF YANKEE HILL ROAD, SAID POINT BEING 50.00' EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 7 EAST, AND 50.00' SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE EASTERLY ON A NORTH LINE OF SAID LOT 66 I.T., SAID LINE BEING THE SOUTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF N89°49'09"E, A DISTANCE OF 567.10' TO A NORTH CORNER OF SAID LOT 66 I.T., SAID POINT BEING THE POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 08°21'59", A RADIUS OF 1,398.14', AN ARC LENGTH OF 204.16' ON A NORTH LINE OF SAID LOT 66 I.T., SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 203.97', A TANGENT LENGTH OF 102.26', AND A CHORD BEARING OF N85°38'09"E, TO A POINT, SAID POINT BEING 35.12' SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 72°18'31", A RADIUS OF 136.53', AN ARC LENGTH OF 172.30', A CHORD LENGTH OF 161.09', A TANGENT LENGTH OF 99.76', AND A CHORD BEARING OF S45°15'06"E TO A POINT OF REVERSE CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 52°01'05", A RADIUS OF 163.50', AN ARC LENGTH OF 148.44', A CHORD LENGTH OF 143.39', A TANGENT LENGTH OF 79.78', AND A CHORD BEARING OF S55°23'49"E TO A POINT OF REVERSE CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 26°48'32", A RADIUS OF 136.50', AN ARC LENGTH OF 63.87', A CHORD LENGTH OF 63.29', A TANGENT LENGTH OF 32.53', AND A CHORD BEARING OF S42°47'33"E TO A POINT; THENCE S56°11'49"E, A DISTANCE OF 43.87' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 06°28'04", A RADIUS OF 300.00', AN ARC LENGTH OF 33.86', A CHORD LENGTH OF 33.85', A TANGENT LENGTH OF 16.95', AND A CHORD BEARING OF N39°36'57"E TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 59°46'06", A RADIUS OF 116.50', AN ARC LENGTH OF 121.53', A CHORD LENGTH OF 116.09', A TANGENT LENGTH OF 66.95', AND A CHORD BEARING OF S71°37'28"E TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 07°40'27", A RADIUS OF 443.00', AN ARC LENGTH OF 59.34', A CHORD LENGTH OF 59.29', A TANGENT LENGTH OF 29.71', AND A CHORD BEARING OF S35°53'36"E TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 38°45'53", A RADIUS OF 141.00', AN ARC LENGTH OF 95.40', A CHORD LENGTH OF 93.59', A TANGENT LENGTH OF 49.61', AND A CHORD BEARING OF S38°28'44"W TO A POINT; THENCE S19°05'47"W, A DISTANCE OF 149.42' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 60°10'00", A RADIUS OF 465.21', AN ARC LENGTH OF 488.52', A CHORD LENGTH OF 466.38', A TANGENT LENGTH OF 269.49', AND A CHORD BEARING OF S49°10'47"W, TO A POINT; THENCE S79°55'52"W, A DISTANCE OF 115.89' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 28°35'02", A RADIUS OF 137.85', AN ARC LENGTH OF 68.77', A CHORD LENGTH OF 68.06', A TANGENT LENGTH OF 35.12', AND A CHORD BEARING OF S65°38'21"W, TO A POINT; THENCE S51°20'50"W, A DISTANCE OF 249.26' TO A POINT; THENCE N38°39'10"W, A DISTANCE OF 174.15' TO A POINT; THENCE S51°20'50"W, A DISTANCE OF 392.54' TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 66 I.T., SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET, SAID POINT BEING 50.00' EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N00°08'16"W, ON THE WEST LINE OF SAID LOT 66 I.T., SAID LINE BEING THE EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,139.47' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 971,100.05 SQUARE FEET OR 22.29 ACRES, MORE OR LESS.

**Exhibit "D-2"**  
**(Page 4 of 6)**

**STATEMENT**

The undersigned Karen E. Seaton, formerly known as Karen E. Jensen, a single person, agrees that if Lincoln Public Schools enters into a purchase agreement with the City of Lincoln for the purchase of a portion of a tract of land generally labeled and known as "Jensen Park", in Lincoln, Nebraska, that upon request, I will sign and deliver a quitclaim deed and disclaimer of interest in such tract of land in substantially the form as the attached hereto and incorporated herein by this reference as Exhibit "A". I further agree that such quitclaim deed and disclaimer of any interest in such tract of land may thereafter be filed with the Lancaster County Register of Deeds whenever deemed appropriate by the Lincoln Public Schools.

Karen E. Seaton  
Karen E. Seaton

3-19-14  
Date



**Exhibit "D-2"**  
**(Page 6 of 6)**

**EXHIBIT A**  
**(p. 2 of 2)**

**LEGAL DESCRIPTION**

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 66 I.T., LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF LOT 66 I.T., SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET, AND ON THE SOUTH RIGHT-OF-WAY LINE OF YANKEE HILL ROAD, SAID POINT BEING 50.00' EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 7 EAST, AND 50.00' SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE EASTERLY ON A NORTH LINE OF SAID LOT 66 I.T., SAID LINE BEING THE SOUTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF N89°49'09"E, A DISTANCE OF 567.10' TO A NORTH CORNER OF SAID LOT 66 I.T., SAID POINT BEING THE POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 08°21'59", A RADIUS OF 1,398.14', AN ARC LENGTH OF 204.16' ON A NORTH LINE OF SAID LOT 66 I.T., SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 203.97', A TANGENT LENGTH OF 102.26', AND A CHORD BEARING OF N85°38'09"E, TO A POINT, SAID POINT BEING 35.12' SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 72°18'31", A RADIUS OF 136.53', AN ARC LENGTH OF 172.30', A CHORD LENGTH OF 161.09', A TANGENT LENGTH OF 99.76', AND A CHORD BEARING OF S45°15'06"E TO A POINT OF REVERSE CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 52°01'05", A RADIUS OF 163.50', AN ARC LENGTH OF 148.44', A CHORD LENGTH OF 143.39', A TANGENT LENGTH OF 79.78', AND A CHORD BEARING OF S55°23'49"E TO A POINT OF REVERSE CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 26°48'32", A RADIUS OF 136.50', AN ARC LENGTH OF 63.87', A CHORD LENGTH OF 63.29', A TANGENT LENGTH OF 32.53', AND A CHORD BEARING OF S42°47'33"E TO A POINT; THENCE S56°11'49"E, A DISTANCE OF 43.87' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 06°28'04", A RADIUS OF 300.00', AN ARC LENGTH OF 33.86', A CHORD LENGTH OF 33.85', A TANGENT LENGTH OF 16.95', AND A CHORD BEARING OF N39°36'57"E TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 59°46'06", A RADIUS OF 116.50', AN ARC LENGTH OF 121.53', A CHORD LENGTH OF 116.09', A TANGENT LENGTH OF 66.95', AND A CHORD BEARING OF S71°37'28"E TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 07°40'27", A RADIUS OF 443.00', AN ARC LENGTH OF 59.34', A CHORD LENGTH OF 59.29', A TANGENT LENGTH OF 29.71', AND A CHORD BEARING OF S35°53'36"E TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 38°45'53", A RADIUS OF 141.00', AN ARC LENGTH OF 95.40', A CHORD LENGTH OF 93.59', A TANGENT LENGTH OF 49.61', AND A CHORD BEARING OF S38°28'44"W TO A POINT; THENCE S19°05'47"W, A DISTANCE OF 149.42' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 60°10'00", A RADIUS OF 465.21', AN ARC LENGTH OF 488.52', A CHORD LENGTH OF 486.38', A TANGENT LENGTH OF 269.49', AND A CHORD BEARING OF S49°10'47"W, TO A POINT; THENCE S79°55'52"W, A DISTANCE OF 115.89' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 28°35'02", A RADIUS OF 137.85', AN ARC LENGTH OF 68.77', A CHORD LENGTH OF 68.06', A TANGENT LENGTH OF 35.12', AND A CHORD BEARING OF S65°38'21"W, TO A POINT; THENCE S51°20'50"W, A DISTANCE OF 249.26' TO A POINT; THENCE N38°39'10"W, A DISTANCE OF 174.15' TO A POINT; THENCE S51°20'50"W, A DISTANCE OF 392.54' TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 66 I.T., SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET, SAID POINT BEING 50.00' EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N00°08'16"W, ON THE WEST LINE OF SAID LOT 66 I.T., SAID LINE BEING THE EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,139.47' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 971,100.05 SQUARE FEET OR 22.29 ACRES, MORE OR LESS.

**Exhibit "E"**  
**(Page 1 of 6)**

**SITE DEVELOPMENT AND INFRASTRUCTURE PLAN  
AND AGREED UPON COST ALLOCATION**

<b>Jensen Park Joint Development</b>									
Proposed Preliminary Cost Allocation Summary									
May 27, 2014									
	Cost Allocation Method	Exhibit	Total Project Cost	Cost Allocation		LPR			
				LPS/YMCA	LPR				
Site Grading	LPS 50% - LPR 50%	E (pgs. 2 & 6)	\$449,850	\$224,925	\$224,925	\$224,925			
Sanitary Sewer Public Improvements	LPS 100%	E (pgs. 2 & 5)	\$95,967	\$95,967	\$0	\$0			
Storm Sewer Public Improvements	LPS 90% - LPR 10%	E (pgs. 2 & 5)	\$238,750	\$214,875	\$23,875	\$23,875			
Private Paving Improvements	LPS 100%	E (pgs. 2 & 4)	\$1,226,550	\$1,226,550	\$0	\$0			
Landscaping/Hardscape Improvements	See Exhibit 3	E (pgs. 2 & 3)	\$380,000	\$380,000	\$0	\$0			
Site Lighting/Electrical Svc - common areas	See Exhibit 3	E (pgs. 2 & 3)	\$120,000	\$115,000	\$5,000	\$5,000			
<b>Public Right of Way Improvements</b>									
Water Main Public Improvements	LPS 80% - LPR 20%	E (pgs. 2 & 5)	\$132,500	\$106,000	\$26,500	\$26,500			
Public Paving Improvements	LPS - 37.5%, LPR - 62.5%	E (pgs. 2 & 4)	\$683,850	\$256,444	\$427,406	\$427,406			
Street trees	LPR - 100%	E (pgs. 2 & 3)	\$13,200	\$0	\$13,200	\$13,200			
Site Lighting	LPS - 50%, LPR - 50%	E (pgs. 2 & 3)	\$45,000	\$22,500	\$22,500	\$22,500			
<b>Total Public Right of Way</b>			\$874,550	\$384,944	\$489,606	\$489,606			
Total Construction			\$3,385,667	\$2,642,261	\$743,406	\$743,406			
Contingency - 10%			\$338,567	\$264,226	\$74,341	\$74,341			
Construction with Contingency			\$3,724,234	\$2,906,487	\$817,747	\$817,747			
Design Construction and City Fees	% of allocated costs	E (pg. 2)	\$446,900	\$348,772	\$98,128	\$98,128			
<b>Total</b>			\$4,171,134	\$3,255,259	\$915,875	\$915,875			
Prepared by Olsson Associates, Inc.									

# Exhibit "E"

## (Page 2 of 6)

### Approximate Development Costs - Jensen Park LPS Site Costs

Date: 05.27.2014 Project Number: 013-2331

Private Site Improvements		Quantity	Cost
<b>Site Grading</b>			
Strip, Stockpile, & Redistribute	Item	55,000	\$151,250.00
Excavation	Item	150,000	\$202,500.00
Silt Fence	Item	3,000	\$9,750.00
Diversion Berm	Item	1,000	\$2,000.00
Sediment Traps	Item	3	\$7,500.00
Construction Entrance	Item	1	\$1,850.00
Tree removal	Item	1	\$15,000.00
<b>Total Site Grading</b>			<b>\$449,850.00</b>
<b>Private Sanitary Sewer Improvements</b>			
8" Sanitary Sewer Pipe	Item	1,300	\$39,000.00
Foundation Material, In Place	Item	72	\$2,166.67
Sanitary Sewer Manhole Type "S"	Item	6	\$10,800.00
Sanitary Sewer Manhole Type "S"	Item	80.0	\$14,800.00
4" Sewer Service Pipe, Schedule 40 PVC	Item	400	\$11,200.00
Construct Sanitary Sewer Service (inc. service wye)	Item	6	\$3,000.00
Roadway crossing	Item	1	\$15,000.00
Tap manhole, reconstruct invert	Item		
<b>Total Private Sanitary Sewer Improvements</b>			<b>\$95,966.67</b>
<b>Private Storm Sewer Improvements</b>			
15" R.C. Pipe, Class (III)	Item	500	\$10,000.00
18" R.C. Pipe, Class (III)	Item	1250	\$52,500.00
24" R.C. Pipe, Class (III)	Item	1000	\$52,000.00
30" R.C. Pipe, Class (III)	Item	600	\$45,000.00
36" R.C. Pipe, Class (III)	Item	0	\$0.00
48" R.C. Pipe, Class (III)	Item	0	\$0.00
Rip Rip, Type "B" w/ Filter Fabric	Item	50	\$2,700.00
Type M.C. Storm Sewer Manhole	Item	2	\$0.00
15" Flared End Section	Item	2	\$0.00
18" Flared End Section	Item	2	\$1,200.00
24" Flared End Section	Item	2	\$1,500.00
30" Flared End Section	Item	1	\$850.00
36" Flared End Section	Item	0	\$0.00
48" Flared End Section	Item	0	\$0.00
Detention Cell Outlet Structure	Item	1	\$10,000.00
Area Inlet	Item	4	\$8,000.00
72" Storm Sewer Inlet	Item	14	\$35,000.00
<b>Total Private Storm Sewer Improvements</b>			<b>\$238,750.00</b>
<b>Private Paving Improvements (Total 640 Parking Stalls)</b>			
8" PCC Pavement w/ Int. Curb	Item		\$0.00
6" PCC Pavement w/ Int. Curb	Item	32,800	\$1,115,200.00
Right Turn Lane	Item	0	\$0.00
4" Concrete Sidewalk	Item	24,000	\$96,000.00
Adjust Manhole to Grade, Complete	Item	3	\$600.00
Adjust Inlet to Grade, Complete	Item	10	\$2,750.00
Standard Monument Box, In Place	Item	10	\$2,000.00
Roundabout Signage	Item	1	\$10,000.00
Crushed Rock Surfacing	Item	0	\$0.00
<b>Total Private Paving Improvements</b>			<b>\$1,228,550.00</b>
<b>Landscaping / Hardscape Improvements</b>			
Sodding	Item	1	\$20,000.00
Seeding	Item	35.0	\$42,000.00
Bike racks	Item	5.0	\$7,500.00
Trash Bins	Item	5	\$500.00
Landscaping (trees, shrubs)	Item	1	\$200,000.00
Well, including Master irrigation lines	Item	0	\$0.00
Monument/Directional signs	Item	2	\$60,000.00
Irrigation System	Item	1	\$50,000.00
<b>Total Landscaping / Hardscape Improvements</b>			<b>\$330,000.00</b>
<b>Site Lighting / Electrical Service</b>			
Private light pole and fixture	Item	20	\$70,000.00
LES Facility installation	Item	1	\$50,000.00
<b>Total Lighting / Electrical Improvements</b>			<b>\$120,000.00</b>
<b>Total Private Site Improvements</b>			<b>\$2,511,116.67</b>
<b>Public Right of Way Improvements</b>			
<b>Water Main Public Improvements</b>			
12" Water Main	Item	0	\$0.00
8" Water Main	Item	2,500	\$87,500.00
12" Gate Valve, M.J.	Item	0	\$0.00
8" Gate Valve, M.J.	Item	10	\$10,000.00
6" Gate Valve, M.J.	Item	0	\$0.00
8" x 8" Tee, M.J.	Item	12	\$4,800.00
12" x 8" Tee, M.J.	Item	0	\$0.00
18" x 8" Tee, M.J.	Item	2	\$7,000.00
Misc fittings	Item	1	\$10,000.00
3 1/4" Pumper Hydrant, M.J. (5.5' and 6.5' bury)	Item	6	\$13,200.00
<b>Total Public Water Main Improvements</b>			<b>\$132,500.00</b>
<b>Public Paving Improvements</b>			
8" PCC Pavement w/ Int. Curb	Item	12,300	\$682,500.00
6" PCC Pavement w/ Int. Curb	Item	0	\$0.00
Right Turn Lane	Item	0	\$0.00
4" Concrete Sidewalk	Item	28,000	\$104,000.00
Adjust Manhole to Grade, Complete	Item	3	\$600.00
Adjust Inlet to Grade, Complete	Item	10	\$2,750.00
Standard Monument Box, In Place	Item	20	\$4,000.00
Roundabout Signage	Item	1	\$10,000.00
Crushed Rock Surfacing	Item	0	\$0.00
<b>Total Public Paving Improvements</b>			<b>\$683,850.00</b>
<b>Public Street Trees</b>			
Street Trees	Item	60	\$13,200.00
<b>Public Ornamental Lighting</b>			
Public light pole and fixture	Item	15	\$45,000.00
<b>Total Public Right of Way Improvements</b>			<b>\$874,550.00</b>
<b>Construction Sub Total</b>			<b>\$3,385,666.67</b>
<b>Contingency</b>		10%	<b>\$338,566.67</b>
<b>Construction Sub Total w/ Contingency</b>			<b>\$3,724,233.33</b>
Site & Public Infrastructure Design Fees			\$264,800.00
Executive Order City Fees			\$81,700.00
Construction Inspector			\$40,000.00
Misc. Surveying Services			\$1,900.00
Grading & SWPPP Design & Testing			\$18,000.00
<b>Total</b>			<b>\$446,900.00</b>
<b>Total Project Cost</b>			<b>\$4,171,133.33</b>

**Exhibit "E"**  
**(Page 3 of 6)**

**Cost Allocation Landscape / Hardscape and Site Lighting / Electrical Service**

May 27, 2014

	Unit Cost	Quantity	Cost	Allocation		
				Method	LPS/YMCA	LPR
<b>Landscape/Hardscape</b>						
Sodding	\$20,000	1	\$20,000	SA	\$20,000	\$0
Seeding	\$1,200	35	\$42,000	SA	\$42,000	\$0
Bike racks	\$1,500	5	\$7,500	SA	\$7,500	\$0
Trash Bins	\$100	5	\$500	SA	\$500	\$0
Landscaping (trees, shrubs)	\$200,000	1	\$200,000	SA	\$200,000	\$0
Monument/Directional signs	\$20,000	3	\$60,000	SA	\$60,000	\$0
Irrigation system	\$50,000	1	\$50,000	SA	\$50,000	\$0
<b>Total Landscaping Improvements</b>			<b>\$380,000</b>		<b>\$380,000</b>	<b>\$0</b>
<b>Site Lighting/ Electrical Service</b>						
Private light pole and fixture	\$3,500	20	\$70,000	SA	\$70,000	\$0
LES Facility installation	\$50,000	1	\$50,000	SA	\$45,000	\$5,000
<b>Total Lighting / Electrical Improvements</b>			<b>\$120,000</b>		<b>\$115,000</b>	<b>\$5,000</b>
<b>Public Right of Way Costs</b>						
Street Trees	\$220	60	\$6,600	SA	\$0	\$13,200
Public light pole and fixture	\$3,000	15	\$45,000	SA	\$22,500	\$22,500
<b>Total Public Right of Way Costs</b>			<b>\$51,600</b>		<b>\$22,500</b>	<b>\$35,700</b>

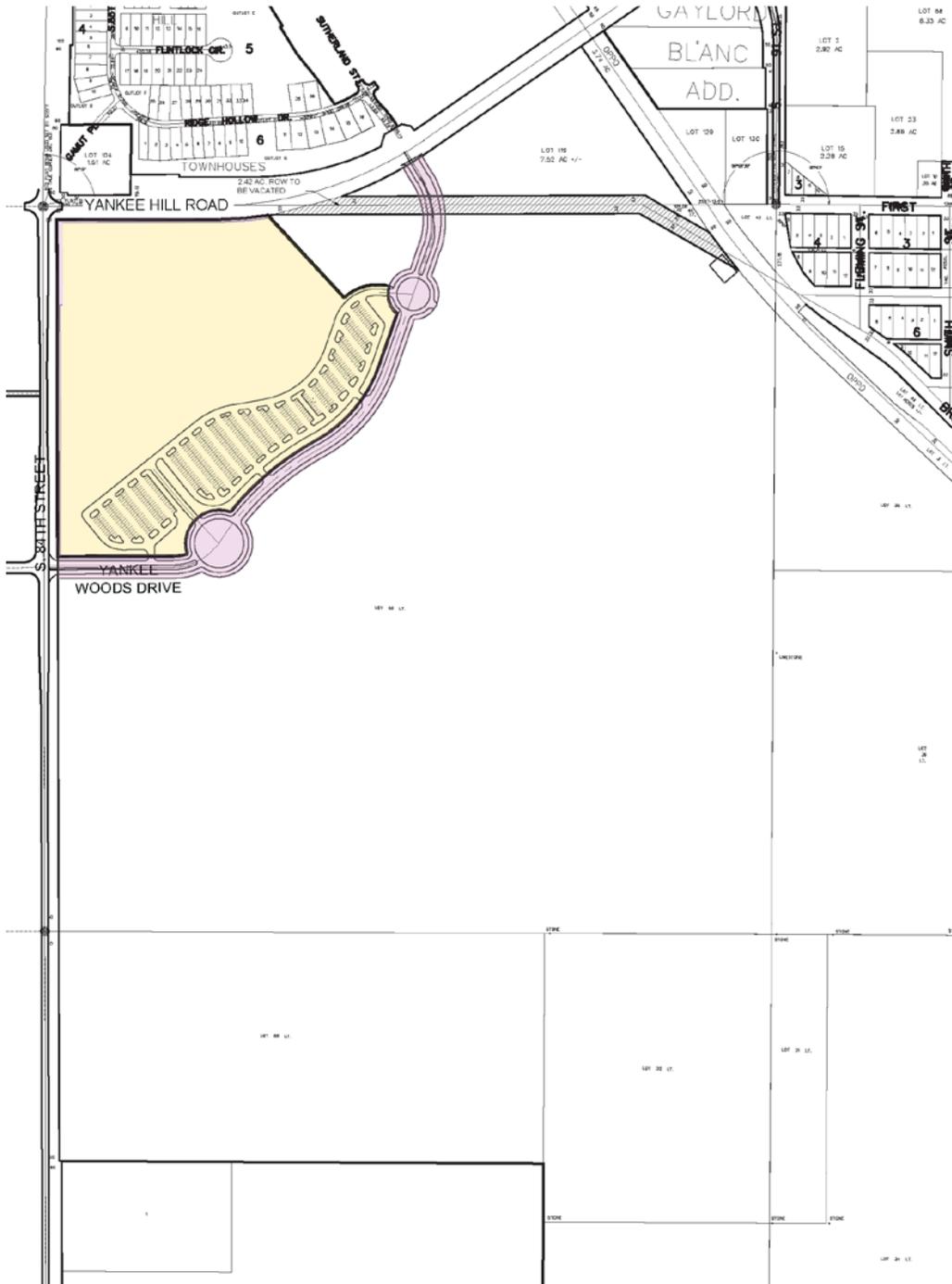
SA = Specific Allocation by line item based on agreement between LPS and LPR

**Exhibit "E"**  
**(Page 4 of 6)**



**LEGEND:**  
[Yellow Box] PROPERTY TO BE ACQUIRED  
[Pink Box] PUBLIC RIGHT OF WAY

**PARCEL EXHIBIT**

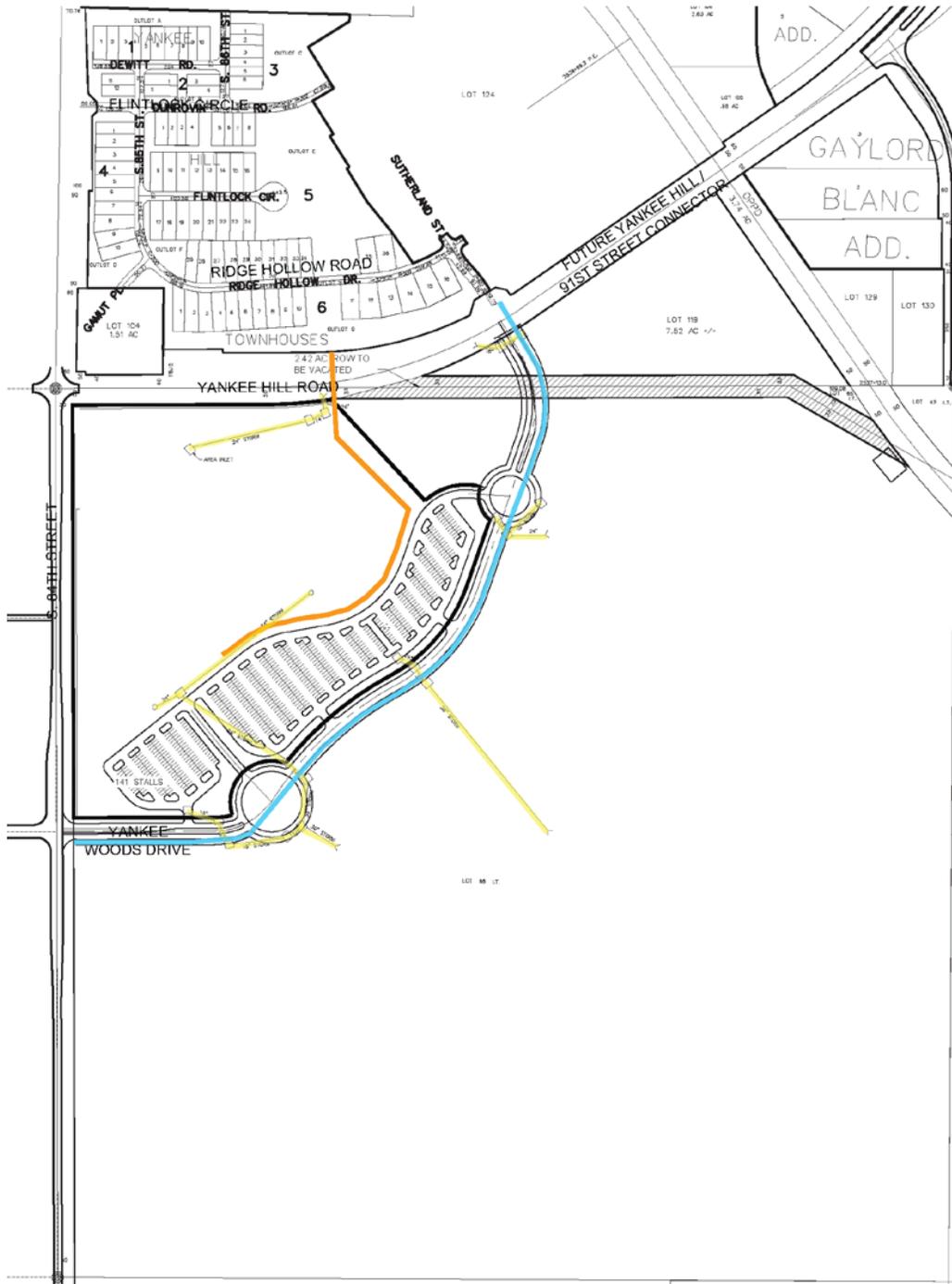


**Exhibit "E"**  
**(Page 5 of 6)**



**UTILITY EXHIBIT**

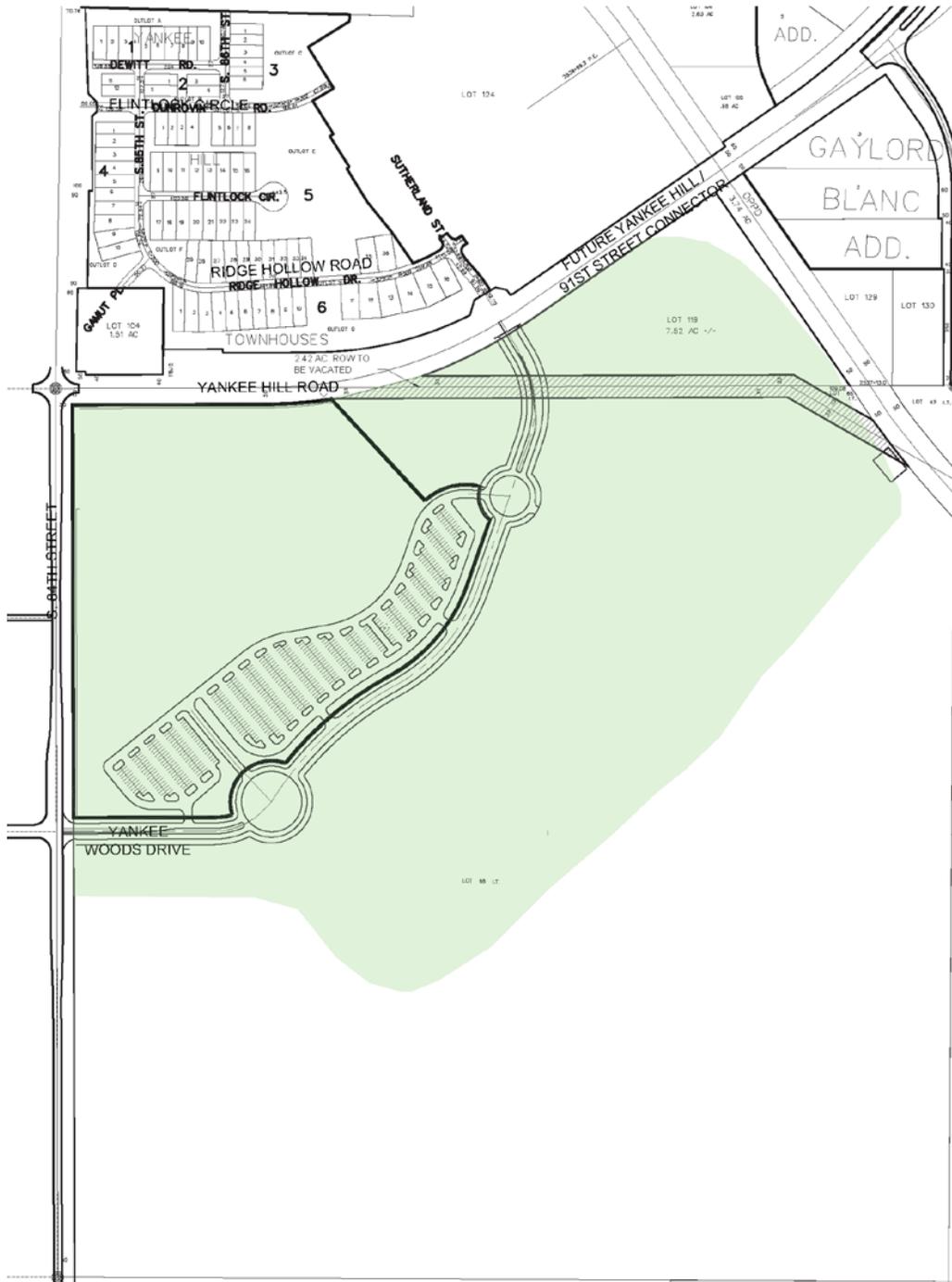
- LEGEND:**
-  SANITARY SEWER
  -  STORM SEWER
  -  WATER MAIN



**Exhibit "E"**  
**(Page 6 of 6)**

**LEGEND:**  
LIMITS OF GRADING

**GRADING EXHIBIT**



**Exhibit “F-1”**  
**(Page 1 of 5)**

**FORM OF NONEXCLUSIVE STORMWATER DRAINAGE AND DETENTION**  
**EASEMENT**

Return filed document to:  
Perry, Guthery, Haase & Gessford, P.C., L.L.O.  
233 S. 13th Street, Suite 1400  
Lincoln, NE 68508

**NONEXCLUSIVE STORMWATER DRAINAGE AND DETENTION EASEMENT**

The CITY OF LINCOLN, NEBRASKA, a mutual corporation, “Grantor”, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, does hereby create, establish and grant to LANCASTER COUNTY SCHOOL DISTRICT 0001, also known as LINCOLN PUBLIC SCHOOLS, a public school district and political subdivision, “Grantee”, for its benefit and the benefit of its successors and assigns, a permanent nonexclusive easement in, over and through the real property legally described as:

See Exhibit “A” which is attached hereto and incorporated herein by this reference (“Easement Premises”)

permitting the full and free use of the Easement Premises for the purpose of conveying and detaining surface water run off and/or stormwater from the real property owned by the Grantee and described as:

See Exhibit “B” which is attached hereto and incorporated herein by this reference (“Benefited Property”).

This easement shall be subject to the following terms and conditions:

- (1) The sole rights granted herein are the nonexclusive rights to use the Easement Premises for the purpose of conveying and detaining surface water run off and/or stormwater from the Benefited Property into a detention facility, existing drainage channel, or newly created drainage channel on the Easement Premises.
- (2) Grantor shall be responsible for constructing, at its cost, surface water run off and stormwater detention facilities on the Easement Premises pursuant to the design standards, rules and ordinances of the City of Lincoln, Nebraska, that will accommodate the surface water run off and/or stormwater that drains from the Benefited Property to the Easement Premises, including all future buildings, improvements and hard surfaces constructed thereon. Responsibility for the on-going maintenance and repair of the Easement Premises and all detention facilities located thereon shall rest with the Grantor and no responsibility thereof shall accrue to the Grantee. Grantee is responsible for conveying stormwater using best management practices from the School Site to the detention facility, if completed, or to either the existing drainage channel or the drainage channel specified by the current Project Engineer for both the Grantor and Grantee on the Surrounding Jensen Property if the detention facility has not been completed. Grantee shall be responsible for preparing plans showing how stormwater and/or surface water run off will be conveyed from the Benefited Property to the Easement Premises for review and approval by Grantor prior to grading and construction as provided herein.
- (3) This easement shall be permanent and shall be appurtenant to and run with the Easement Premises and the Benefited Property.



**Exhibit "F-1"**  
**(Page 3 of 5)**

Exhibit "A"  
Easement Premises - Legal Description and Diagram

Portion of Lot 66 I.T., located in the Northwest Quarter of Section 26, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska.



**Exhibit "F-1"**  
**(Page 4 of 5)**

Exhibit "B"  
Benefited Property - Legal Description

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 66 I.T., LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M.; THENCE EASTERLY ON THE NORTH LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF N89°49'09"E, A DISTANCE OF 49.96' TO A POINT; THENCE S00°10'51"E, A DISTANCE OF 50.00' TO THE NORTHWEST CORNER OF LOT 66 I.T., SAID POINT BEING 50.00' EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING ON A EAST RIGHT-OF-WAY LINE OF SOUTH 84<sup>TH</sup> STREET, AND ON A SOUTH LINE OF YANKEE HILL ROAD RIGHT-OF-WAY; THENCE N89°49'09"E, ON A NORTH LINE OF SAID LOT 66 I.T., SAID LINE BEING A SOUTH LINE OF YANKEE HILL ROAD RIGHT-OF-WAY, SAID LINE BEING 50.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 19.99' TO A POINT; THENCE S00°10'51"E, A DISTANCE OF 10.00' TO A POINT 70.00' EAST OF THE WEST LINE OF SAID NORTHEAST QUARTER, AND 60.00' SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE N89°49'09"E, ON A LINE 60.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID LINE BEING 10.00' SOUTH OF AND PARALLEL WITH A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 547.11' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 08°37'59", A RADIUS OF 1,408.14', AN ARC LENGTH OF 212.17' ON A LINE 10.00' SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 211.97', A TANGENT LENGTH OF 106.29', AND A CHORD BEARING OF N85°30'09"E, TO A POINT; THENCE S42°47'54"E, A DISTANCE OF 398.53' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 46°00'36", A RADIUS OF 177.00', AN ARC LENGTH OF 142.14', A CHORD LENGTH OF 138.35', A TANGENT LENGTH OF 75.15', AND A CHORD BEARING OF N70°12'24"E TO A POINT; THENCE S86°47'18"E, A DISTANCE OF 35.47' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 70°08'14", A RADIUS OF 92.50', AN ARC LENGTH OF 113.23', A CHORD LENGTH OF 106.29', A TANGENT LENGTH OF 64.93', AND A CHORD BEARING OF S14°53'09"E TO A POINT; THENCE S19°08'40"W, A DISTANCE OF 202.77' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 42°17'09", A RADIUS OF 495.00', AN ARC LENGTH OF 365.32', A CHORD LENGTH OF 357.09', A TANGENT LENGTH OF 191.43', AND A CHORD BEARING OF S40°17'14"W, TO A POINT OF REVERSE CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 22°38'22", A RADIUS OF 1,033.00', AN ARC LENGTH OF 408.17', A CHORD LENGTH OF 405.52', A TANGENT LENGTH OF 206.78', AND A CHORD BEARING OF S50°06'38"W TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 128°00'19", A RADIUS OF 122.50', AN ARC LENGTH OF 273.68', A CHORD LENGTH OF 220.21', A TANGENT LENGTH OF 251.19', AND A CHORD BEARING OF S45°51'37"W TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 19°01'04", A RADIUS OF 159.50', AN ARC LENGTH OF 52.94', A CHORD LENGTH OF 52.70', A TANGENT LENGTH OF 26.72', AND A CHORD BEARING OF S80°20'52"W TO A POINT; THENCE S89°51'44"W, A DISTANCE OF 410.62' TO A POINT, SAID POINT BEING 60.00' EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N00°08'16"W, ON A LINE 60.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 919.11' TO A POINT; THENCE N89°51'44"E, A DISTANCE OF 10.00' TO A POINT 70.00' EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N00°08'16"W, ON A LINE 70.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 300.00' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 1,120,989.98 SQUARE FEET OR 25.73 ACRES, MORE OR LESS.

**Exhibit "F-1"**  
**(Page 5 of 5)**

**Exhibit "B"**  
**Benefited Property - Diagram**

