



**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

University of Nebraska
c/o Office of VP & General Counsel
3835 Holdrege Street
Lincoln, NE 68583

Space Above for Record's Use Only

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed this 31st day of July 2019, by the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate and governing body of the University of Nebraska Medical Center ("University"), pursuant to the Nebraska Uniform Environmental Covenants Act, Neb. Rev. Stat. §§76-2601 to 76-2613.

RECITALS:

A. University is the Grantor and owner of real property located in Douglas County, Nebraska, depicted in the map attached (the "Property") and legally described on Exhibit "A," attached hereto and incorporated by reference herein.

University is also the Holder/Grantee of this Environmental Covenant under Neb. Rev. Stat. §§ 76-2602(6) and 76-2603(a) of the Act.

B. The Property has previously been used as the site of a steel casting operation and was the site of releases of certain hazardous substances, pollutants or contaminants.

C. The Property is the subject of an environmental remedial action pursuant to Nebraska's Voluntary Cleanup Program authorized by the Remedial Action Plan Monitoring Act.

D. The Agency, as defined in Neb. Rev. Stat. §76-2602, is the Nebraska Department of Environment and Energy (“NDEE”).

E. The selected environmental response action for the Property is documented in Remedial Action Plan – Saddle Creek Redevelopment Project (Terracon, September 2018, NDEE Document IDs 20180062298, 20180062299, 20180062300, 20180062301), and is part of the administrative record. The administrative record for this project is available to the public and located at 1200 N Street, Suite 400, Lincoln, NE.

NOW, THEREFORE,

Grantor hereby declares that the Property will hereinafter be bound by, held, sold and conveyed subject to the following terms, conditions, obligations, and restrictions set forth herein, which will run with the land, in perpetuity, unless amended or terminated pursuant to Paragraph 11 below.

1. Representations and Warranties. The Grantor warrants to the other signatories to this Covenant that:

- a. The Grantor is the sole fee title owner of the Property;
- b. The Grantor holds sufficient fee title to the Property to grant the rights and interests described in this Environmental Covenant free of any conflicting legal and equitable claims; and
- c. The Grantor has identified all other persons holding legal or equitable interests, including but not limited to contract buyers, mortgage holders, other consensual lien holders, and lessees and secured their consent.

2. Purpose. The purpose of this Environmental Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to contamination that remains on the Property and to ensure that the Property is not developed, used, or operated in a manner incompatible with the approved remediation.

3. Running with the Land. The Environmental Covenant is perpetual and conveys to the Holder/Grantee real property rights that will run with the land, and gives to the Agency the right to enforce the activity and use limitations described in Paragraph 4. The terms, conditions, obligations, and limitations in this Environmental Covenant are binding on the Grantor, its successors, heirs, executors, assigns and transferees, and all persons, corporations or other entities obtaining or succeeding to any right, title or interest in the Property after the effective date of this Environmental Covenant. All real estate, lots, or parcels located within the Property are subject to the terms, conditions, obligations and limitations in this Environmental Covenant. Acceptance of any conveyance, transfer, lease or sublease of the Property, or part thereof, will bind each transferee, its heirs, executors, successors, transferees and assigns to the terms, conditions, obligations, and limitations during their respective period of ownership or occupancy, as applicable. Notice of any transfer of any interest in the Property must be promptly provided to the Agency by the transferor.

The Grantor is bound by the terms, conditions, obligations and limitations in this Environmental Covenant only during its period of ownership or occupancy after the effective date. This Environmental Covenant in no way amends, modifies, limits or releases the Grantor from its duties and obligations under the approved environmental response project or action.

4. Activity and Use Limitations. The Property is subject to the following activity and use limitations.

- a. A minimum 12-inch soil cover shall be maintained on the Property in areas that are not replaced with surface cover (a building or pavement cover).
- b. Any future ground intrusive work (including, but not limited to excavation, digging and drilling) at the Property must be conducted in accordance with the approved Materials Management Plan (Terracon, June 2016, NDEE Document ID 20160039739) and Materials Management Plan Addendum (Terracon, June 2018, NDEE Document ID 20180059740) for the Property.
- c. Groundwater beneath the entire Property shall not be used as a source of potable water.

5. Reserved Rights of Grantor. The Grantor hereby reserves unto itself and its successors all rights and privileges in and to the use of the Property which are not incompatible with the limitations granted herein.

6. Compliance Reporting. One year from the effective date of this Environmental Covenant, and on an annual basis thereafter until such time as this Environmental Covenant is terminated, the then-current fee simple owner of the Property shall submit to the Agency written documentation verifying that the activity and use limitations remain in place and are being complied with. Any signatory to this Environmental Covenant shall notify the Agency as soon as possible of conditions that would constitute a breach of the activity and use limitations.

7. Enforcement. The terms of this Environmental Covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with Neb. Rev. Stat. §76-2611. Failure to exercise such rights of enforcement will in no event bar subsequent enforcement by any signatory and shall not be deemed a waiver of the signatory's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict or limit the Agency from exercising any authority under applicable law. The prevailing party in any action to enforce any provision of this Environmental Covenant is entitled to recover all costs of such action, including reasonable attorney fees. Any Holder/Grantee and the Agency shall be entitled to recover damages for violations of this Environmental Covenant or for any injury to the remedial action required by the Agency, to the public or to the environment protected by this Environmental Covenant.

8. Rights of Access. The Grantor and any then-current owner hereby grant to the Agency, their agents, contractors, and employees, the right of access to the Property to monitor compliance with the terms, conditions, obligations, and limitations of this Environmental Covenant. Nothing in this Environmental Covenant shall limit or otherwise affect the Agency's right of entry and access or the Agency's authority to take response actions under applicable law.

9. Notice Upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property, including but not limited to, deeds, leases and mortgages, shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be in substantially the form set forth below. Within thirty (30) days of the date any such instrument of conveyance is executed, the Grantor or then-owner must provide the Agency with a certified copy of said instrument and its recording reference in the Douglas County Register of Deeds.

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT DATED [_____], RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF DOUGLAS COUNTY, NEBRASKA ON [_____], IN [DOCUMENT, BOOK, PAGE]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

A minimum 12-inch soil cover shall be maintained on the Property in areas that are not replaced with surface cover (a building or pavement cover).

Any future ground intrusive work (including, but not limited to excavation, digging and drilling) at the Property shall be conducted in accordance with the approved Materials Management Plan (Terracon, June 2016, NDEE Document ID 20160039739) and Materials Management Plan Addendum (Terracon, June 2018, NDEE Document ID 20180059740) for the Property.

Groundwater beneath the entire Property shall not be used as a source of potable water.

10. Waiver of Certain Defenses. The persons and entities bound by this Environmental Covenant hereby waive any defense to the enforcement of this Environmental Covenant based on laches, estoppel, statute of limitations, or prescription.

11. Amendment and Termination. Amendment or termination of this Environmental Covenant shall comply with Neb. Rev. Stat. §76-2610. The terms of this Environmental Covenant may be modified or terminated by written consent of the Director of the Agency, the then current fee simple title owner, and all original signatories unless exempted by Neb. Rev. Stat. §76-2610. The amendment or

termination is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any amendment or termination of this Environmental Covenant shall be as provided by Neb. Rev. Stat. §76-2609 and such additional terms as specified in this Environmental Covenant. As provided in Neb. Rev. Stat. §76-2610(c), except for an assignment undertaken pursuant to a governmental reorganization, assignment of an environmental covenant to a new holder is an amendment.

12. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. Captions. The captions in this Environmental Covenant are for convenience and reference only and are not a part of this instrument and shall have no effect upon construction or interpretation.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

15. Recordation. Within thirty (30) days after the date of the Agency's approval of this Environmental Covenant, the Grantor shall record the Environmental Covenant, in the same manner as a deed to the property, with the Douglas County Register of Deeds.

16. Effective Date. The effective date of this Environmental Covenant is the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Douglas County Register of Deeds.

17. Distribution of Environmental Covenant. Within 60 days of the effective date, the Grantor shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to the Agency.

18. Notice. Unless otherwise notified in writing by the Agency, any document or communication required by this Environmental Covenant shall be submitted to:

Remediation Section
Land Management Division
Nebraska Department of Environment and Energy
P.O. Box 98922
Lincoln, NE 68509-8922

ACKNOWLEDGEMENTS

GRANTOR:

IN WITNESS WHEREOF, Grantor, as the owner of the Property and the Holder/Grantee of this Environmental Covenant, has caused this Environmental Covenant to be executed on this day of July 2019.

**BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA**

By: Chris J. Kabourk

Title VP/CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 31 of July, 2019 by Chris J. Kabourk who acknowledged said Environmental Covenant on behalf of Grantor.

Angela A. Dibbert
Notary Public

(SEAL)



EXHIBIT "A"
Legal Description

4601 Farnam Street

Lot 2, Omsteel Addition Replat 2, an Addition to the City of Omaha, Douglas County, Nebraska, EXCEPTING therefrom that Portion conveyed to the City of Omaha in Deed filed August 19, 2002, in Book 2219 at Page 158, and except that part of Lot 2 Omsteel Addition formerly known as Lot 1 Omsteel Addition Replat 1.

Lots 1, 2, 3, 4, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, Block 13, Briggs Place, EXCEPT that

part of Lots 3, 4, 22, 23, 24 and 25 as described: Beginning at the Northwest corner of Lot 7, Block 13, Briggs Place, said point is being marked by an inch pipe and being the true point of beginning, thence running East on the North line of said Block 13, Briggs Place for 226.78 feet, thence turning a deflection angle of $111^{\circ}17'30''$ to the right and running Southwesterly for 222.50 feet, thence turning a deflection angle of $68^{\circ}42'30''$ to the right and running West of 95.91 feet, thence turning a deflection angle of $58^{\circ}02'30''$ to the right and running Northwesterly for 8.95 feet, thence turning a deflection angle of $58^{\circ}02'30''$ to the left and running West for 44.64 feet, thence turning a deflection angle of $89^{\circ}48'30''$ to the right and running North for 199.70 feet to the true point of beginning.

That part of Southwest 1/4 of the Northwest 1/4 of Section 20, Township 15 North, Range 13 East of the 6th P.M., described as follows: Beginning at the Northeast corner of Lot 1, Block 13, Briggs Place, thence East along the South line of Farnam Street to the West line of the right of way of the Omaha Belt Railway Company, thence in a Southwesterly direction along the West line of said right of way to the intersection of said right of way with the East line of said Lot 1, Block 13, Briggs Place, thence north along the East line of said Lot 1, Block 13, Briggs Place to the point of beginning, being a part of vacated 46th Street, as set forth in Ordinance No. 4576 approved May 23, 1899 and which Plat was filed November 30, 1900 in Miscellaneous Book 242 at Page 19, records of Douglas County, Nebraska and EXCEPTING therefrom that portion of said 46th Street conveyed to Village Realty Company, Inc., in Deed filed May 29, 1992, in Book 1924 at Page 382, records of Douglas County, Nebraska, TOGETHER WITH vacated Harney Street and alley as set forth in Ordinance No 14859 filed November 22, 1940 in Book 150 at Page 462, and Ordinance No 14860 filed November 22, 1940 in Book 150 at Page 461 and Ordinance No 14860 filed August 30, 1971 in Book 502 at Page 569, records of Douglas County, Nebraska.

Lots 1, 2, 3, 4, 5 and 6, Block 14, Briggs Place, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska and that part of the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 15 North, Range 13 East

of the 6th P.M., described as Beginning at a point 152 feet East of the Southwest corner of the Northwest 1/4 of Section 20, Township 15 North, Range 13 East of the 6th P.M., thence East along the Half Section line 349.5, more or less to the West line of the right of way of the Missouri Pacific Railroad Company, thence Northeasterly along the West line of the Missouri Pacific Railroad right of way, 317.6 feet more or less to the North line of Tax lot 9 in said Section 20, thence West along the North line of said Tax Lot 9, 478.2 feet, more or less to a point 152 feet East of the West line of said Section 20, thence South along a line 119 feet East of the East line of 48th Street, running parallel therewith 286.44 feet more or less to the place of beginning. This includes Lots 7 and 8 in Block 14, in Briggs Place Addition to the City of Omaha, and except that portion of the land above described occupied by Harney Street, AND TOGETHER WITH 1/2 vacated Harney Street adjoining said property on the North as set forth in Ordinance No 14859, filed November 22, 1940 in Book 150 at Page 462, records of Douglas County, Nebraska.

That portion of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 20, Township 15 North, Range 13 in the City of Omaha, described as follows: Beginning at the point on the West line of the right of way of the Omaha Belt Railway where said line intersects the North line of said Northwest 1/4 of the Southwest 1/4 of Section 20, Township 15 North, Range 13 said point being 501.5 feet East of the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section, thence West along said North line 468 1/2 feet more or less to the East line of 48th Street, thence South 1024 feet more or less along said street line to the West line of the aforesaid right of way, thence in a Northeasterly direction along the West line of said right of way to the place of beginning being Tax Lot 23 in the Northwest 1/4 of the Southwest 1/4 of Section 20, Township 15 North, Range 13 except that part as described: That part of Tax Lot 23 in the Northwest 1/4 of the Southwest 1/4, Section 20, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the Northwest corner of said Tax Lot 23, thence S00°00'08"E (an assumed bearing) along the East R.O.W. line of 48th Street for 454.18 feet to the point of beginning; thence S66°35'08"E for 34.0 feet, thence N23°24'22"E for 429.76 feet, thence S63°36'31"E for 210.31 feet to a point 3.0 feet from the Westerly R.O.W. line of Missouri Pacific Railroad; thence S23°27'48"W, 505.27 feet along a line 3.0 feet from said Westerly Railroad R.O.W. line to a point of curve, thence on a curve to the right (having a radius of 5676.58 feet, long chord bearing S25°38'00" W, along chord distance of 429.93 feet) for an arc length of 430.03 feet along a line 3.0 feet from said Westerly Railroad R.O.W. line to the East R.O.W. line of 48th Street; thence N00°18'08"W along the East R.O.W. line of 48th Street for 563.71 feet to the point of beginning, ALSO EXCEPTING THEREFROM that portion platted into Lot 2, Omsteel Addition Replat 2.

That part of Tax Lot 23 in the Northwest 1/4 of the Southwest 1/4 of Section 20, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the Northwest corner of said Tax Lot 23 being a point on the North line of said Tax Lot 23 and on the East right of way line of 48th Street, thence N90°00'00" E (an assumed bearing) for 56.77 feet along the North line of

said Tax Lot 23, thence S63°36'31"E for 164.86 feet to the point of beginning, thence S63°36'31"E for 34.22 feet thence S23°24'22"W for 186.54 feet along a common wall and the extension of said common wall, thence N66°35'18"W for 0.37 feet, thence S23°24'22"W for 90.99 feet along the West face of an existing building, thence N66°35'38"W for 22.07 feet, thence S23°24'22"W for 26.52 feet, thence S66°35'38"E for

22.07 feet; thence S23°24'22"W for 70.98 feet along the West face of an existing building; thence S55°57'28"W for 62.82 feet, thence N23°24'22"E for 429.76 feet to the point of beginning.

795 South 48th Street

Lot 1 Omsteel Addition Replat 2 and that part of Lot 2, Omsteel Addition Replat 2, formerly known as Lot 1, Omsteel Addition Replat 1, an addition to the City of Omaha, Douglas County, Nebraska.

4525 Farnam Street

Lot 2, in Metro One, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

404 South Saddle Creek Road

Irregular Parts of Lots 6 and 7, Block 2, Leiserings Addition to the North 50 feet of Tax Lot 9 East of Railroad in the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 20, Township 13, Range 13 and the adjacent portion of Harney Street and 45th Street vacated.

412 South Saddle Creek Road

Lot 2, Block 0, Metro Health Addition, Irregular Tract, City of Omaha, Douglas County, Nebraska.

414 South Saddle Creek Road

Lot 1, Block 0, Metro Health Addition, City of Omaha, Douglas County, Nebraska.

606 and 608 South Saddle Creek Road

A tract of land in the Northwest Quarter of the Southwest Quarter of Section 20; Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the Southwest corner of Tax Lot 20; thence South 23°33'30" West along the Easterly right-of-way of the Missouri Pacific Railroad, a distance of 142.0 feet to the point of beginning; thence South 89°50'30" East parallel to the North line of the Northwest Quarter of the Southwest Quarter of said Section 20, a distance of 116.40 feet to the Westerly right-of-way line of Saddle Creek

Road; thence South 44°44'00" West along said Westerly right-of-way, a distance of 74.85 feet to a point of curvature; thence Southwesterly along said Westerly right-of-way on a 452.5 foot radius curve to the left; an arc distance of 74.48 feet; thence North 67°45'55" West, a distance of 88.72 feet to the Easterly right-of-way line of the Missouri Pacific Railroad; thence North 23°33'30" East along said Missouri Pacific Railroad right-of-way line, a distance of 97.42; thence South 66°26'30" East, a distance of 30 feet to the point of beginning, EXCEPT that part of the above description lying within Lot 1 OMSTEEL Addition Replat 2, and EXCEPT that part conveyed to the City of Omaha for street purposes as set forth in Warranty Deed filed December 31, 1962 in Book 1207 at Page 131 and in Warranty Deed filed August 19, 2002 in Book 2219 at Page 174, records of Douglas County, Nebraska.

AND

A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 20, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska; being more particularly described as follows: Commencing at the Southwest corner of Tax Lot 20 in said Section 20; thence South 23°33'30" West along the Easterly right-of-way line of the Missouri Pacific Railroad, a distance of 142 feet; thence South 89°50'30" East, parallel to the North line of the Northwest Quarter of the Southwest Quarter of said Section 20, a distance of 116.4 feet; to the Westerly right-of-way line of Saddle Creek Road; thence South 44°44'00" West along said Westerly right-of-way line, a distance of 74.85 feet to the point of curvature; thence Southwesterly along said Westerly right-of-way line in Saddle Creek Road on a curve to the left having a radius of 452.5 feet, an arc distance of 74.48 feet to the point of beginning; thence continuing along said right-of-way curve to the left with a radius of 452.5 feet, an arc distance of 115.46 feet; thence South 20°41'00" West, along said right-of-way line of Saddle Creek Road, a distance of 19 feet; thence North 69°19'00" West, a distance of 84.22 feet to the Easterly right-of-way line of the Missouri Pacific Railroad; thence North 24°58'37" East, along said right-of-way line, a distance of 136 feet; thence South 67°45'55" East, a distance of 88.72 feet to the Westerly right-of-way line of Saddle Creek Road and the point of beginning, EXCEPT that part conveyed to the City of Omaha as set forth in Warranty Deed filed December 31, 1963 in Book 1207 at Page 133, records of Douglas County, Nebraska.

The above parcel described as follows on the current vesting deed which omits calls and does not close:

A parcel of land located in the NW 1/4 SW 1/4 of Section 20, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows: Beginning at the SE Corner of Lot 2, Omsteel Addition Replat 2, a platted and recorded addition to the City of Omaha; thence S20°20'18"W (assumed bearing), 74.85 feet on said West Right-of-Way line of Saddle Creek Road; thence Southerly on a 452.5 foot radius curve to the left, 189.71 feet (long chord bears S08°20'03"W 188.32 feet) on said West Right-of-Way line; thence S86°33'27"W, 81.06 feet to the East line of Lot 1 Omsteel Addition Replat 2; thence N00°44'30"W,

177.54 feet; on the East line of said Lot 1; thence N89°16'4"E, 30.00 feet on the East line of said Lot 1; thence N01°06'40"W 37.54 feet on the East line of said Lot 1; thence N65°49'43"E, 116.53 feet on the South line of said Lot 2, to the Point of Beginning, EXCEPT that part deeded to City of Omaha for street purposes at Book 2219, Page 174, together with a non-exclusive easement for drainage and access purposes granted in Warranty Deed in Book 1616, Page 655, recorded February 5, 1979.

The above legal description more fully described as:

A tract of land in the Northwest 1/4 of the Southwest 1/4 of Section 20; Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at a point 5.96 feet west of the Southeast Corner of Lot 2, Omsteel Replat 2, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska; thence S40°38'49"W (assumed bearing) a distance of 39.57 feet; thence S36°51'42" a distance of 22.76 feet; thence S48°44'56"E a distance of 1.00 feet; thence S42°14'37"W a distance of 8.53 feet to a point of curvature; thence on a

452.50 foot radius curve to the left (chord bearing S30°03'07"W, chord distance 188.27 feet) an arc length of 189.65 feet; thence S18°02'03"W a distance of 19.07 feet; thence N71°41'57"W a distance of 81.08 feet to a point on the easterly line of Lot 1, Omsteel Replat 2; thence northerly on the easterly line of said Lot 1, Omsteel Replat 2, on a 5749.58 foot radius curve to the left (chord bearing N21°04'24"E, chord length

17.22 feet) an arc length of 17.22 feet; thence N20°59'15"E on the easterly line of said Lot 1, Omsteel Replat 2 a distance of 177.54 feet; thence S68°56'36"E on the southerly line of said Lot 1, Omsteel Replat 2 a distance of 30.00 feet; thence N20°30'22"E on the easterly line of said Lot 1 Omsteel Replat 2 a distance of 37.48 feet to the southwest corner of said Lot 2, Omsteel Replat 2; thence N87°33'28"E a distance of

110.71 feet to the point of beginning.

620 South Saddle Creek Road

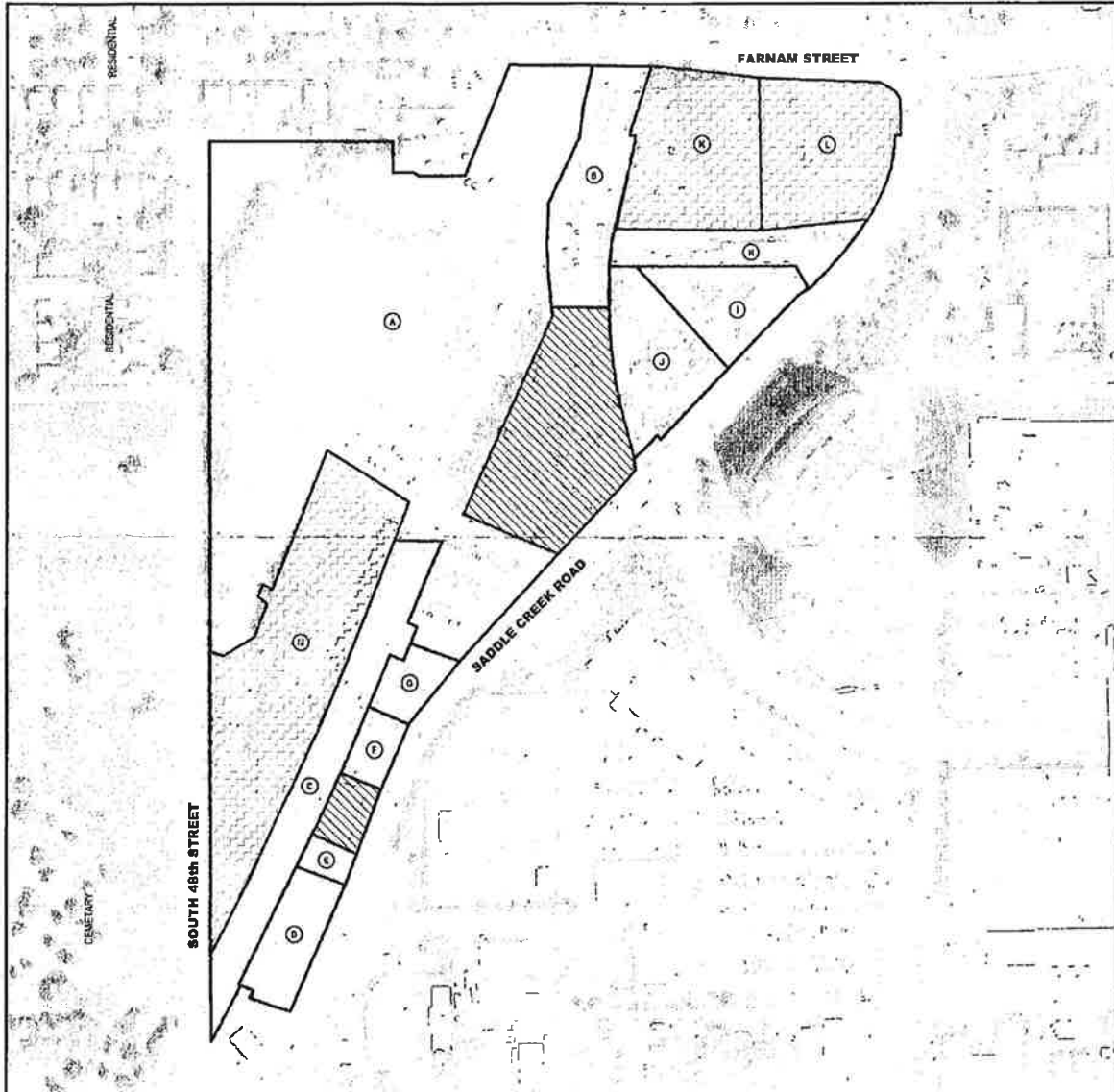
A Tract of land in the Northwest Quarter of the Southwest Quarter of Section 20, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at a point on the Westerly Line of Saddle Creek Road, 411.83 feet North of the south line of the Northwest Quarter of the Southwest Quarter of said Section 20; thence; North 69°19'00" West a distance of 111.30 Feet; thence North 20°32'32" East a distance of 15.98 Feet to a Point 9 feet Southeasterly of and measured at right angles to the centerline of the Missouri Pacific Track Number 163; thence North 30°30'09" East along a line 9 feet Southeasterly of and parallel to the centerline of said Track Number 163 a distance of 49.71 feet to a Point of Curvature; thence Northeasterly along a

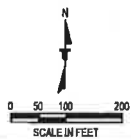
1,293.46 foot radius curve to the left, (9 Feet Southeasterly of and parallel to said Track Number 163) an arc distance of 4.62 feet; thence South 69°19' 00" East a distance of 101 feet to the westerly right-of-way line of Saddle Creek Road; thence South 20°41'00" West along said westerly right-of-way a distance of 70 feet to the point of beginning.

708 South Saddle Creek Road

An Irregular Tract comprised of the North 249.99 feet of the South 420.25. feet of the vacated railroad right-of-way located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 20, Township 15 North, Range 13 East of the 6th P.M., Omaha, Douglas County, Nebraska.



- (A) FORMER OMAHA STEEL CASTING
4801 FARNAM STREET
 - (B) PARKING LOT, 4525 FARNAM STREET
 - (C) FORMER TPR SELF STORAGE
796 SOUTH 48th STREET
 - (D) PARKING LOT, 708 SOUTH SADDLE CREEK ROAD
 - (E) PARKING LOT, 620 SOUTH SADDLE CREEK ROAD
 - (F) PARKING LOT, 608 SOUTH SADDLE CREEK ROAD
 - (G) PARKING LOT, 606 SOUTH SADDLE CREEK ROAD
 - (H) RUSSELL SPEEDER'S CAR WASH
404 SOUTH SADDLE CREEK ROAD
 - (I) MONROE-MEYER INSTITUTE
412 SOUTH SADDLE CREEK ROAD
 - (J) METRO CREDIT UNION
414 SOUTH SADDLE CREEK ROAD
 - (K) PARRISH SCHOOL, 4489 FARNAM STREET
 - (L) PARKING LOT, 4455 FARNAM STREET
 - (M) VOUGHTMAN'S VARIETY WOOD
809 SOUTH 48th STREET
- PARCELS TO BE INCLUDED AS SUPPLEMENTS TO THE REMEDIAL ACTION PLAN AT A LATER DATE
 PARCEL NOT INCLUDED



NOTE: LEGAL DESCRIPTIONS FOR PROJECT PARCELS HAVE BEEN INCLUDED WITH THE VCP APPLICATION

IMAGE SOURCE: GOOGLE EARTH PRO, 2016

REV.	DATE	BY	DESCRIPTION

Terracon
 Consulting Engineers and Scientists
 15000 A CIRCLE
 PH. (402) 330-2202
 OMAHA, NE 68144
 FAX. (402) 330-7626

PARCEL AREA MAP
 NDEQ Program ID: RAP 36-336-4958 NDEQ ID: 10523
SADDLE CREEK REDEVELOPMENT PROJECT
 OMAHA NEBRASKA

DESIGNED BY	MMH
DRAWN BY	PAI
APPROV. BY	MMH
SCALE	AS SHOWN
DATE	10/30/17
JOB NO.	05147515
ACQ. NO.	08142016C0
EXHIBIT	2