

CENTRAL RENEWABLE ENERGY SYSTEM AGREEMENT

Nebraska Innovation Campus

THIS CENTRAL RENEWABLE ENERGY SYSTEM AGREEMENT (Nebraska Innovation Campus) (“**Agreement**”) is made and entered into as of _____, 201__ (“**Effective Date**”) by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation in the State of Nebraska and its successors and assigns (“**City**”) and the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate and governing body of the University of Nebraska-Lincoln and its successors and assigns (“**University**”). The City and the University are individually referred to herein as “**Party**” and collectively as the “**Parties.**”

A. The University is the legal title holder of the property known as Nebraska Innovation Campus (“**NIC**”), which is shown on the NIC Map and legally described on Exhibit “A”, which is attached hereto and incorporated herein by this reference. In turn, the University and Nebraska Innovation Campus Development Corporation, a Nebraska non-profit corporation (“**NICDC**”) entered into a Master Agreement, dated September 10, 2010, as may be amended from time to time (“**Master Agreement**”), as amended by a First Amendment to Master Agreement, dated September 18, 2012, granting NICDC the right to develop, maintain, operate, sublease, and subdivide NIC.

B. The University submitted a Planned Unit Development for NIC, dated June 6, 2011 (“**Original PUD**”), which was approved by the City. The University, on behalf of NICDC and the University, submitted an administrative amendment to the Original PUD, which was approved by the City on October 12, 2012 (“**Amended PUD**”). The Amended PUD, as may be amended from time to time with the approval of the City, is on file with the County-City Planning Department and is hereinafter referred to as the “**PUD**”. The PUD area is shown on Exhibit “C”, which is attached hereto and incorporated herein by this reference. The approved infrastructure for the PUD (roadways, water, sanitary sewer, CRES Lines (defined below), storm sewer, and communication infrastructure) (collectively “**PUD Infrastructure**”) are shown on Exhibit “D”, which is attached hereto and incorporated herein by this reference.

C. The City, Nebraska Nova L.L.C., a Wyoming limited liability company (“**Nova**”), University and NICDC entered into a Redevelopment Agreement (Nebraska Innovation Campus, Phase 1), dated August 17, 2012, as may be amended from time to time (“**Redevelopment Agreement**”), regarding the removal of blight and substandard conditions

from NIC and the redevelopment of NIC into research, office, service, retail, commercial, classrooms, and conference spaces to be used to foster public-private research and innovation in collaboration with University students, staff and faculty and the private sector.

D. The City is the legal title holder of the property known as Lincoln Wastewater System, located at 2400 Theresa Street (“**Theresa Street Site**”), which is shown on the Theresa Street Facility Map and legally described on Exhibit “E”, which is attached hereto and incorporated herein by this reference. The City owns, operates and maintains a wastewater treatment plant (“**Plant**”) which produces treated wastewater effluent which, unless transferred by the City for other purposes, is discharged into the Salt Creek in accordance with the laws of the United States and the State of Nebraska (hereinafter “**Reclaimed Water**”). The rated treatment capacity of the Plant, assuming typical influent quality, is currently approximately twenty-four million gallons per day (hereinafter “**MGD**”).

E. The University wishes to design, construct and operate a renewable energy system (“**Renewable Energy System**”) to serve a portion of NIC (“**NIC Service Area**”) described on Exhibit “F”, which is attached hereto and incorporated herein by this reference, to recycle and capture the energy as measured in British thermal units (“**BTUs**”) from up to approximately twenty-four MGD of the Plant’s Reclaimed Water before said Reclaimed Water is discharged into Salt Creek. The BTUs from the Reclaimed Water would be recycled and captured through a heat exchanger process and the captured BTUs would provide the primary heat and cooling for the buildings and related improvements to be constructed on NIC (individually “**Building**” and collectively “**Buildings**”). The Renewable Energy System components will include the following:

1. “**Control Building**” is the building structure containing pipes, valves, pumps, structures, generators and related improvements generally shown on Exhibit “G-1”, improvements and located on the Theresa Street Facility as generally shown on Exhibit “E”;

2. “**Reclaimed Supply Lines**” are the lines, pipes, valves, pumps, structures, generators and related improvements generally shown on Exhibit “G-1”, which is attached hereto and incorporated herein by this reference and located upon the Theresa Street Facility and upon the Reclaimed Water easements (“**Reclaimed Water System Easements**”) shown on Exhibit “H”, which is attached hereto and incorporated herein by this reference;

3. “**Heat Exchanger Building**” is the building structure, meters and contents, including the heat exchangers, lines, pipes, valves, pumps, generators, and related improvements and located on NIC as generally shown on Exhibit “G-1”;

4. “**CRES Lines**” are the supply lines, return lines, and related lines, pipes, valves, pumps, structures and related improvements generally shown on Exhibit “G-1” and located upon NIC, the dedicated public right-of-ways and easements within NIC as shown on Exhibit “H”, and upon the CRES Lines easements (“**NIC Easements**”) shown on Exhibit “H”; and

5. “**Service Connections**” are the connections, lines, pipes, valves, meters, pumps, heat exchangers, and related improvements located between the CRES Lines and each Building, as generally shown on Exhibit “G” and located upon NIC, the dedicated public right-of-ways and easements within NIC as shown on Exhibit “H”, and upon the CRES Easements.

F. The City has the right to transfer, use, sell or otherwise dispose of the BTUs for any lawful purpose, including delivery and transfer to the University consistent with the terms of this Agreement for the Renewable Energy System. Under the terms of the Redevelopment Agreement, the City has approved granting the necessary easements for the construction, operation, maintenance, repair and replacement of the CRES within the public roadway right-of-way located within NIC.

G. After the construction of the CRES, the City will own and be responsible for the operation, management, maintenance, repairs and replacement of the Control Building and Reclaimed Supply Lines pursuant to the terms of this Agreement.

H. The University will own and be responsible for the operation, management, maintenance, repairs and replacement of the Heat Exchanger Building and CRES Lines pursuant to the terms of this Agreement and provide overall coordination and operation of CRES and the Service Connections.

I. The Nebraska Utility Corporation (NUCorp), a not-for-profit corporation formed under the Nebraska Interlocal Cooperation Act between the University and the City d/b/a Lincoln Electric System (LES), exists to finance and the Nebraska Nonprofit Corporation Act conduct activities relating to furnishing energy requirements, utility and infrastructure facilities for the University such as the CRES. NUCorp is governed by a five-member board, three representing the University and two representing LES. The University by separate agreement with NUCorp will utilize NUCorp for financing and other activities of the CRES, specifically to include the process for benchmarking the rates for end users of the CRES as provided in this Agreement. To this end, the University portion of the CRES will be held in trust by NUCorp for the University or owned by NUCorp during and until such time as all indebtedness issued by NUCorp with respect to the CRES has been paid in full.

J. The CRES will fund a depreciation reserve in an amount consistent with

depreciation charges computed on a GAAP basis, which will be available for funding or reimbursing capital expenditures for repairs or replacements to all the components of the CRES system as recommended by unanimous vote of NUCorp.

NOW, THEREFORE, in consideration of the above recitals which are hereby made part of this Agreement and of the mutual covenants contained herein the Parties do agree as follows:

SECTION 1

TRANSFER OF BTUs

1.1 Transfer of BTUs. The City shall deliver to the University, and the University shall accept, the BTUs produced through the Reclaimed Water from the operation of the Plant during the Term (defined below) of this Agreement.

1.2 Annual Payment. The University shall pay to City, in consideration for the City transferring BTUs that are accepted by the University, an annual payment, which shall be made as follows:

a. Annual Payment. City shall receive an annual payment (“**Annual Payment**”) equal to the following formula:

(1) **Revenues** - (2) **University’s Operating Expenses** - (3) **City’s Operating Expenses** - (4) **Total Debt Service** – (5) **Repayments** = (6) **Net Cash Flow** and then **Annual Payment** = (**Net Cash Flow** x thirty-three and a third percent (33.3%)) + **City’s Operating Expenses**, where:

(1) “**Revenues**” means all other fees, credits, or grants received by the University on behalf of the Central Renewable Energy System, including CRES Revenues (define below).

“**CRES Revenues**” means the sum of (i) the monthly Energy Price times (ii) the monthly Summation of Energy Transferred for each month from July 1 through June 30, where:

“**Energy Price**” means one MMBTU transferred hereunder in accordance with the following:

“**MMBTUs**” equals one million British Thermal Units (BTUs), which is the equivalent of 10 therms.

From **October 1st through May 31st**:

“Energy Price” = The then current Black Hills Corporation dba Black Hills Energy (or other Lincoln natural gas provider) equivalent rate in dollars per MMBTU based on the local “Small Volume Commercial Industrial” natural gas rate customers (or equivalent rate).

From **June 1st through September 30th**

“Energy Price” = The then current Lincoln Electric System (or other Lincoln electric provider) equivalent rate in dollars per MMBTU based on the local “Large Light and Power - Secondary” electrical rate (currently \$10.403 per MMBTUs) (or equivalent rate), including monthly customer charges, demand charge and energy charge times the Lincoln Electric System Energy Charge rate in dollars per kilowatt hour (kWh) for the month in which energy was transferred divided by the Lincoln Electric System Energy Charge rate in dollars per kilowatt hour (kWh) for 2012, which is agreed to be equal to \$0.0285 per kilowatt hour (kWh).

“Summation of Energy Transferred” means the summation of energy transferred in each one minute increment during the monthly period. Each one minute increment calculation shall be based on the incremental measurements of the CRES water flow at each building service point and CRES water temperature difference. The summation of energy transferred is the annual summation of all temperature differences and flows as measured at building service points connected to the CRES system. For purposes of calculating Reclaimed Water temperature difference it shall be the difference between the Inflow Temperature and the Outflow Temperature from the Service Points.

- (2) **“University’s Operating Expenses”** means the annual Operating Expenses incurred by the University in operating the Renewable Energy System pursuant to this Agreement.

“Operating Expenses” shall mean all reasonable actual costs and expense incurred in connection with the CRES ownership, operation, management and Maintenance, together administrative expenses not to exceed 4 percent (4%) of such costs and expenses. In explanation of the foregoing, and not in limitation thereof, Operating Expenses shall include: utilities, repair and Maintenance of NIC, capital expenditures, electrical, plumbing, and other system Maintenance, all real and personal property taxes and assessments (whether general or special, known or unknown, foreseen or unforeseen), any State of Nebraska, City, County

of Lancaster, federal government, or another applicable jurisdiction's taxes on the transfer or acceptance of the BTUs, and any other taxes or assessment levied or charged, snow removal, trash removal, cost of equipment or devices used to conserve or monitor energy consumption, supplies, insurance, license, permit and inspection fees, cost of services of independent contractors, cost of reasonable employee and agent compensation, employment taxes and fringe benefits of all persons who perform regular and recurring duties connected with the Maintenance of the Renewable Energy System, janitorial, legal, consulting reports, landscaping, security, parking, painting, plumbing, electrical, mechanical, carpentry, rental expense, and a reasonable allowance for depreciation of property used in the ownership and Maintenance of the Renewable Energy System.

The foregoing notwithstanding, Operating Expenses shall not include: (i) wages, salaries, fees, and fringe benefits paid to executive personnel or officers or partners of a Party unless employed to perform ordinary and reasonable services at competitive rates as independent contractors; (ii) any charge for a Party's net income taxes, excess profit taxes, or similar taxes on a Party's business excluding any rent tax or any tax measured by a Party's gross receipts from the Renewable Energy System, which shall be deemed a Party's Operating Expense; (iii) the cost of any items for which a Party is reimbursed by insurance or otherwise compensated by parties other than NIC Building tenants; and (iv) any Operating Expense representing an amount paid to a related/affiliate corporation, entity, or person which is in excess of the amount, which would be paid on a competitive basis for similar services done by unrelated parties of equal qualification. The parties have utilized the attached pro-forma, Exhibit "I", as an illustrative indication of planned operating expenses and financial methodologies.

In addition for purposes of this agreement, Operating Expenses will include an annual equity payment as an incentive for the University to enter into a site development lease for phase 1 of a data center consisting of approximately 3,300 s.f.. The initial amount of the payment shall be \$138,000 annually increasing 2% (two percent) for the term of ten years. The incentive terminates at the end of ten years after the University takes possession under the data center site development lease.

- (3) **"City's Operating Expenses"** means the annual Operating Expenses incurred by the City in operating the Control Building and Reclaimed Supply Lines located on the Theresa Street Site and within the Heat Exchanger Building pursuant to this Agreement, which expense the City would not have incurred if the Reclaimed Water was disposed of by the City into the Salt Creek.

- (4) **“Total Debt Service”** means the total of all principal and interest payments made on the indebtedness of the Renewable Energy System, including the Bonds and capital contributions/loans under Section 1.3 c. below, over the course of the calendar year divided by 12 months.
- (5) **“Repayments”** means the repayment of (i) capital contribution or advancements plus Interest (defined below) for any monies or assets contributed and invested in the Renewable Energy System plus Interest under Section 1.3 c below or (ii) principal loan repayments made plus Interest (defined below) for any monies advanced and loaned to the Renewable Energy System under Section 1.3 c. below.
- (6) **“Net Cash Flow”** means the annual sum total of (1) Revenues minus (2) University’s Operating Expenses minus (3) City’s Operating Expenses minus (4) Total Debt Service minus (5) Repayments.
- b. Example Calculation. An example of the Revenues calculation is shown in Exhibit “J”.
- c. Capital Contributions/Loans. Capital contributions (cash or assets) are expected to be contributed as may be necessary in order to start the implementation of the Renewable Energy System and/or to obtain the necessary loans and debt financing to construct and Maintain the Renewable Energy System. Notwithstanding any contrary provisions herein, to the extent there is actual or projected negative Net Cash Flow, then capital and/or loan principal shall be advanced to pay for the outstanding City’s Operating Expenses, University’s Operating Expenses, and/or Total Debt Service of the Renewable Energy System. If an advancement of capital and/or loan monies for the Renewable Energy System is required, then any and all sums of capital advanced and/or principal loaned, plus Interest (as defined herein) shall be reimbursed and repaid as Repayments on the outstanding and unpaid capital advancement, principal loan and/or Interest and such outstanding and unpaid capital advancement, principal loan and/or Interest shall be repaid if and when positive Net Cash Flow becomes or is projected to become available. “Interest” as applicable shall not exceed (i) the published Wall Street Journal “prime rate” plus two (2) percent or (ii) the interest rate of the Bonds.
- d. Start of Annual Payment Calculation. The Annual Payment Calculation hereunder shall not begin until June 30th that is at least one (1) year after the University completes the Control Building, Reclaimed Supply Lines, Heat Exchanger Building, CRES Lines and a minimum of one Service Connection to an NIC Building that is substantially completed (the “Payment Calculation Commencement Date”). The Annual Payment to the City will be based upon the formula above for the previous Payment Year. For purposes of this Agreement, a “Payment Year” shall be defined as the twelve-

month period beginning on July 1 and ending June 30. Payment of the Annual Payment to the City will not begin until there is positive Net Cash Flow.

1.3 Notice of Intention to Terminate. If, in the sole judgment of the University, the monthly Energy Price at any time during the Term of this Agreement for BTUs to be delivered and accepted, becomes greater than the price of BTUs available to the Renewable Energy System from any other energy source(s), the University may deliver written notice to the Parties of the University's desire to meet and its intention to terminate this Agreement by providing the other Parties written notice of such intention to terminate ("**Notice of Intention to Terminate**"). Upon receipt of the Notice of Intention to Terminate, the Parties agree to meet within thirty (30) days to determine if the Energy Price of the formula shown on Section 1.2 can be amended and reduced to become competitive to the price of BTUs available to the Renewable Energy System from other energy source(s). The Parties agree to use reasonable efforts to review the formula shown on Section 1.2. In the event the Parties cannot agree to modify the formula to become competitive to the price of BTUs available to the Renewable Energy System from other energy source(s) within ninety (90) days of the Notice of Intention to Terminate, then the University may deliver written notice to the Parties of the University's election to terminate this Agreement by providing the other Parties written notice of such election to terminate ("**Notice to Terminate**"). Upon receipt of the Notice to Terminate, this Agreement shall terminate without further notice ninety (90) days after the Notice to Terminate. Upon termination of this Agreement, the CRES Easements shall terminate. The following provisions shall survive termination of this Agreement: the University at its expense, shall remove the Reclaimed Supply Lines from the Theresa Street Site within one hundred twenty (120) days of the termination of this Agreement, unless the City requests the University in writing, delivered to the University within ten (10) days after termination, not to remove said Reclaimed Supply Lines and the CRES Easements shall continue and not be terminated.

1.4 Annual Payments to the City. The University shall pay City Annual Payments determined pursuant to Section 1.2. Such annual payments shall be due and payable on or before September 30 of each year after the Payment Calculation Commencement Date pursuant to Section 1.2 for the previous Payment Year. In the event of a dispute, the University and the City shall meet and resolve the dispute in a timely manner.

1.5 Late Payment. If at any time the University fails to pay to City the amounts they are obligated to pay under Section 1.4 within the time period provided for such payment, City a) shall be entitled to charge interest at a rate of 1 percent per month on the unpaid balance and b) may, after providing ninety (90) days advanced written notice to the other Parties, cease delivering BTUs into the Reclaimed Supply Lines until all past due amounts are paid in full.

1.6 Initial Term. The initial term ("**Term**") of this Agreement shall terminate fifty (50) years from the execution and filing of record of the Acknowledgement of Completion defined in Section 5.7 below, unless extended for a longer period or terminated earlier as otherwise

provided in this Agreement. The parties agree to address term extensions at the time site development leases are sought for the construction of buildings at NIC after the first four buildings.

1.7 Termination by City. Notwithstanding any contrary provision herein, after the fiftieth (50th) anniversary date of the Effective Date of this Agreement, the City shall have the option to terminate this Agreement by delivering a minimum of a two (2) year written notice to terminate (“**City Notice to Terminate**”) to the University and this Agreement shall terminate without further notice upon the date stated in the City Notice to Terminate which date shall be a minimum of two (2) years from the date of the City Notice to Terminate.

SECTION 2

RENEWABLE ENERGY SYSTEM COMPONENTS

2.1 Plant. When the term “Plant” is used in this Agreement, it is referring to the City’s wastewater treatment plant located at 2400 Theresa Street, Lincoln, Nebraska. City, at its expense, shall (i) own and (ii) maintain, control, manage, operate, repair, replace and update (collectively “**Maintain**” or “**Maintenance**”) the Plant. The final decision regarding the Plant, including location, sizing and metering requirements of the Plant for the City’s supply of the Reclaimed Water shall be determined by the City; provided that, the City further agrees that it will not supply effluent to other parties and will not otherwise change or diminish flows to detrimentally affect the operation of the CRES or flows to facilities that have been constructed or connected to the CRES. The City has the ability to divert flows from the NE plant to this Plant if need be to sustain operations of the CRES..

a. Modifications or Additions. If the Plant needs modifications or additions that are necessary or desirable that could materially impact the Control Building, Reclaimed Supply Lines or any other portion of the Renewable Energy System, including Maintenance, the City will provide written notice to the University of such modifications/additions and the Parties shall meet, upon request by a Party, to discuss the modification or additions and/or potential mitigation or modification measures to the Control Building, Reclaimed Supply Lines or any portion of the Renewable Energy System. Any terms for the design and construction of, and payment for, modifications and additions to the Plant that will impact the Control Building, Reclaimed Supply Lines or the operation of the Renewable Energy System, shall be the responsibilities of the City. The City shall have exclusive rights to modify, maintain and operate the Plant as it deems appropriate for its primary intended purpose. The City will endeavor to minimize interruptions in effluent flow to the Renewable Energy System, but shall not be responsible for any consequential damages as a result of such modification, maintenance

or operations, provided it used reasonable efforts to avoid interruptions in supply of Reclaimed Water.

2.2 Control Building. The University, at its expense shall design and construct, or cause the design and construction of, the Control Building pursuant to Sections 5.1 and 5.2 below. Upon completion of the Control Building construction, the City will own and Maintain the Control Building pursuant to Section 8.2b below. The final decision regarding all Control Building details, including location, sizing and other requirements of the Control Building shall be determined by the City after consultation with the University; provided that, the Control Building will house the Diversion Point, pipes, valves, pumps, structures, generators and related improvements to divert Reclaimed Water to the Reclaimed Supply Lines.

2.3 Reclaimed Supply Lines. The University, at its expense shall design and construct, or cause the design and construction of, the Reclaimed Supply Lines pursuant to Sections 5.1 and 5.2 below. Upon completion of the Reclaimed Supply Lines construction, the City will own and Maintain the Reclaimed Supply Lines pursuant to Section 8.2c below. The final decision regarding all Reclaimed Supply Lines details, including location, sizing and metering requirements of the Reclaimed Supply Lines shall be determined by the City after consultation with the University; provided that, the Reclaimed Supply Lines will route and deliver the Reclaimed Water between the Control Building and the Heat Exchange Facility.

2.4 Heat Exchanger Building. The University, at its expense shall design and construct, or cause the design and construction of, the Heat Exchanger Building pursuant to Sections 5.1 and 5.2 below. The City and the University shall work cooperatively where the Reclaimed Supply Lines will be located within the Heat Exchanger Building. Upon completion of the Heat Exchanger Building construction, the University will own and Maintain the Heat Exchanger Building; provided that, the City will Maintain the Reclaimed Supply Lines within the Heat Exchanger Building pursuant to Section 8.2c below.

2.5 CRES Lines. The University, at its expense shall design and construct, or cause the design and construction of, the CRES Lines pursuant to Sections 5.1 and 5.2 below. The CRES Lines may be built, extended or connected in phases based upon the construction of the NIC Infrastructure or NIC Buildings. Upon completion of the CRES Lines construction, the University will own and Maintain the CRES Lines.

2.6 Service Connections. The University, at its expense shall design and construct, or cause the design and construction of, the Service Connections pursuant to Sections 5.1 and 5.2 below. The Service Connections may be built, extended or connected in phases based upon the construction of the NIC Buildings.

2.7 Diversion Point. The Reclaimed Water hereunder shall be diverted into the Reclaimed Supply Lines by the City at the valve (“**Diversion Point**”) in the Control Building that controls and diverts the flow of the Reclaimed Water from the remaining Reclaimed Water that is directly

discharged into Salt Creek as generally shown on Exhibit “G-1”. The City will own and Maintain the Diversion Point.

2.8 Acceptance Point. Reclaimed water transferred and accepted hereunder shall be delivered by the City and accepted by the University at the valve that controls the flow of Reclaimed Water into the heat exchangers located within the Heat Exchanger Building (“**Acceptance Point**”). After the Acceptance Point, the Reclaimed Water shall travel through the return Reclaimed Supply Lines and be discharged by the City according to the standards described in Section 3 below. The Reclaimed Water shall at all times remain the sole property and responsibility of the City.

2.9 Service Points. BTUs transferred and accepted hereunder shall be delivered by the University and accepted by each Building owner at the valve that controls the flow of BTUs from the CRES Lines or Service Connections into a Building’s internal heat exchanger, energy equipment and/or plant location (“**Service Points**”). From the Service Point, the BTUs shall travel through the closed loop return CRES Lines and back to the Heat Exchanger Building. The quantity of BTUs supplied by the University for the benefit of the NIC Buildings or tenant spaces within the Buildings shall be measured by metering devices as close to the Service Points as practical, which will measure the amount of BTUs that is accepted at or for the benefit of NIC Buildings or tenant spaces within the Buildings.

2.10 Reclaimed Water. Returned reclaimed water discharged from the CRES shall not exceed 85 degrees Fahrenheit. All NIC building HVAC design parameters shall be based on this requirement. In the event any fines associated with the returned reclaimed water discharged from the CRES exceeding 85 degrees Fahrenheit are imposed against the City, the University shall reimburse the City for such fines.

2.11 Metering. The University, at its election, controls the turning on and off of the Acceptance Point and Service Points valves.

a. Acceptance Point and Service Points Metering. The metering devices used to measure the quantity of BTUs delivered and accepted at the Building Service Points hereunder shall be of a design and type acceptable to City and the University. The costs of such devices and their installation, operation, maintenance, replacements, repair, betterments and calibration shall be borne by the University, except as otherwise provided, and the title thereto shall be vested in the University. Provisions shall be made to permit flow meter information to be continuously displayed in a panel or panels at the Plant. Required easements, if any, for metering the Buildings shall be addressed in each site development lease at NIC.

b. Calibration. The metering devices used to measure the quantity of BTUs delivered and accepted hereunder shall be calibrated in a manner acceptable to the Administrators (defined below) prior to the date when such devices are placed in service

and thereafter not less frequently than once every year. The costs of such scheduled calibrations shall be borne by the University. The City Administrator may request in writing such additional calibrations as the City Administrator deems appropriate; provided that the cost incurred by the University for each such additional calibration shall be reimbursed by the City unless any such additional calibration reveals that the inaccuracy of the metering devices is greater than (plus/minus) 5% in which case the cost of such additional calibration shall be borne by the University. Copies of all records showing calibration of meters shall be delivered to the City after each calibration, and copies of all records of measurements of BTUs supplied to or for the benefit of and the acceptance by the Renewable Energy System shall be delivered to the City monthly or at some other interval mutually agreeable to the Parties, with cover letters acknowledging the records to be true copies.

2.12 Bonds. The University may issue or cause another party to issue, finance, reissue or refinance, notes and bonds (IRS Section 140 bonds) for the Renewable Energy System, including any refinancing (“**Bonds**”), with terms and conditions acceptable to the University to fund the construction of the Renewable Energy System. City will reasonably cooperate with the University to cause the issuance of such Bonds; provided that, the liability of such Bonds shall be borne entirely by the University without recourse of any kind against the City.

SECTION 3

CITY’S OBLIGATIONS REGARDING RECLAIMED WATER

3.1 NPDES and Other Permits. During the Term of this Agreement, the Reclaimed Water delivered and discharged by the City shall have received wastewater treatment, at the City’s expense, and shall meet the standards required by law and specified in the National Pollution Discharge Elimination System (“**NPDES**”) and the applicable “**NPDES Permit**” (NPDES Permit No. NE00366820) issued to City by the Nebraska Department of Environmental Quality (“**NDEQ**”) under the delegated authority of the Environmental Protection Agency (“**EPA**”), including any amendments or replacements thereof as may be made from time to time and/or in any other required permit or authorization as may hereafter be issued by NDEQ, EPA, or any other federal or state agency having jurisdiction respecting the treatment, disinfection, chlorination, ultraviolet (**UV**) light, discharge and/or otherwise of the Reclaimed Water. The City, at its expense, shall comply with the NPDES Permit, including seeking and obtaining renewals or new NPDES permits, during the Term of this Agreement. City shall promptly notify the University by telephone, and in writing as soon as reasonable thereafter, of any changes in wastewater treatment processes or operational anomalies at the Plant that have the potential to significantly change the composition of the Reclaimed Water, including, but not limited to,

temperature changes and other matters that would affect any equipment, component or other operations of the CRES.

3.1.1 The University, at its expense, shall secure or cause to be secured any required floodplain fill and levy permits for the Renewable Energy System from the applicable governmental entity that has jurisdiction.

3.2 Extra Responsibilities. In addition to meeting the requirements specified in Section 3.1, City, on the written request of the University, shall consider operating and Maintaining its existing Plant in a manner that will treat the Reclaimed Water as requested by the University (“**Extra Responsibilities**”). The University, at its expense shall reimburse the City for the City’s reasonable costs (labor and materials) associated with the Extra Responsibilities. There shall be a mutual agreement between the parties regarding Extra Responsibilities before any obligations become mandatory under this section.

SECTION 4

ACCEPTANCE OF BTUs

4.1 Restrictions. The BTUs transferred to and accepted by the University under this Agreement are for heating and cooling required for the Buildings or tenant spaces within the NIC Buildings, now or in the future that are developed, owned (in whole or in part) or Maintained by the University, Nova, NICDC or third parties within the NIC Service Area. The University shall not apply the BTUs for any purposes other than those identified in this Agreement nor shall the University use the Renewable Energy System for the direct benefit to any third party building located outside of the NIC Service Area, without the City’s prior permission.

4.2 BTUs Agreements. The University may sell, exchange, use, transfer, modify or execute agreements for any or all of the BTUs under this Agreement or British thermal units generated or resulting from a Building or tenant spaces within the Buildings located within the NIC Service Area (“**NIC BTUs**”) for use at or for the benefit of any Buildings or tenant spaces within the Buildings constructed and Maintained within the NIC Service Area even if such arrangement may lead to a reduction in the BTUs transferred and accepted under this Agreement.

SECTION 5

DESIGN AND CONSTRUCTION

5.1 Preliminary Plans. The University, at its expense, will prepare or cause to be prepared, preliminary design plans and specifications in one or more sixty percent (60%) design package sets (hereinafter “**Preliminary Plans**”) for the Renewable Energy System. The University shall submit such Preliminary Plans for the Control Building, Reclaimed Supply Lines and Heat Exchanger Building to the Director of the Public Works and Utilities Department (“**Director**”) pursuant to the City’s executive order process. The Director shall so approve or reject the Preliminary Plans in one or more sixty percent (60%) design package sets within twenty-one (21) days after receipt thereof. Said Preliminary Plans shall be approved by said Director if they are substantially consistent with this Agreement. The University, at its expense, shall submit such Preliminary Plans for the Control Building, Reclaimed Supply Lines and Heat Exchanger Building to NDEQ for review and approval. The City will assist the University in obtaining NDEQ approval.

5.2 Construction Documents. The University, at its expense, shall prepare or cause to be prepared, detailed final construction plans and specifications in one or more final design package sets for the Renewable Energy System (hereinafter “**Construction Documents**”). The University shall submit such Construction Documents for the Control Building, Reclaimed Supply Lines and Heat Exchanger Building to the Director pursuant to the City’s executive order process. The Director shall so approve or reject the Construction Documents in one or more final design package sets as promptly as possible not to exceed (21) days after receipt thereof. Said Construction Documents shall be approved if they are substantially consistent with every material component of the Preliminary Plans and in conformity with this Agreement. The University shall submit such Construction Documents for the Control Building, Reclaimed Supply Lines and Heat Exchanger Building to NDEQ for review and approval. The University shall submit such Construction Documents for the Service Connections to the Building and Safety Department for review and approval. The City will assist the University in obtaining such approvals.

5.3 Approval Limitation. None of the approvals listed in Sections 5.1 or 5.2 of this Agreement apply to the building permit review process. Nothing in said subsections is a substitute for and does not eliminate the requirement that the University, at its expense, applies for and receives any necessary permit for construction of the Renewable Energy System.

5.4 Contractor Bonds. The University agrees to pay, or cause to be paid, in a timely manner all persons, firms, or organizations that performed labor or furnished materials, equipment or supplies used in the design and construction of the Control Building, Reclaimed Supply Lines and the Heat Exchanger Building. The University may require a payment and performance bond(s) to be supplied by the University’s general contractor in an amount equal to the costs of

the applicable Control Building, Reclaimed Supply Lines and the Heat Exchanger Building and a lien waiver from the general contractor. Proof of said payment and performance bond and lien waiver shall be provided to the City prior to the start of construction of the Control Building, Reclaimed Supply Lines and the Heat Exchanger Building.

5.5 Construction. The University, through an anticipated Minimum Investment of approximately Twelve Million and No/100 Dollars (\$12,000,000.00), shall at its own cost and expense construct or cause the construction of the Renewable Energy System in conformance with the Construction Documents. The Parties understand and acknowledge that the University may build the Renewable Energy System in one or more packages, phases or components and the construction start of such packages, phases or components may be based upon either the Preliminary Plans or Construction Plans; provided that, the construction start of such packages, phases or components based upon the Preliminary Plans shall not impair, restrict or limit any of the City's approval rights as described in Sections 5.1 and 5.2 above. The Uses and Sources for the Renewable Energy System are shown on Exhibit "K", which is attached hereto and incorporated herein by this reference.

a. Contractor's Qualifications. Prior to construction of the Renewable Energy System, the University shall provide or shall cause to be provided to the City a list of potential contractors that the University believes are qualified for such work and the City shall have the opportunity to express to the University any City concerns regarding a listed contractor's qualifications for such work.

b. Inspection Work. The University, at its expense, shall or shall cause to have a licensed engineer perform the related staking, inspection, and warrants that the Renewable Energy System was properly constructed pursuant to the Construction Documents; provided that the City reserves the right to carry out additional inspection at the City's expense.

c. Minimal Impacts. The construction of the Control Building and Reclaimed Supply Lines will be carried out in a manner that minimize the delays and impacts of the roadway ingress and egress between the Plant and Theresa Street. In the event such access will be impacted, the University or its contractor shall provide or shall cause to be provided to the City a minimum three (3) days' advance notice of such impact and shall complete such construction and roadway repair work as soon as reasonably possible to fully restore the Plant's ingress and egress.

d. City Representative Inclusion. The Director of Public Works or his/her representative shall be included in all construction or progress meetings which involve work on the City's property at the Plant.

e. Compliance. The Renewable Energy System shall be constructed in compliance with all applicable local, state, and federal construction laws and codes. The University shall act as the code official with respect to the Renewable Energy System.

5.6 Intentionally deleted.

5.7 Acknowledgement of Completion. Promptly after the University provides or causes to be provided the City with the proper documentation that all persons, firms or organizations who performed labor or furnished materials, equipment, or supplies in the prosecution of the Control Building, Reclaimed Supply Lines and the Heat Exchanger Building has been properly paid or satisfactorily secured, the City shall upon request by the University furnish an Acknowledgement of Completion, the form of which is shown on Exhibit “L”, which is attached hereto and incorporated herein by this reference. Such certification by the City shall be a conclusive determination of satisfaction of the agreements and covenants in this Agreement with respect to the obligations of the University to construct the Control Building, Reclaimed Supply Lines and the Heat Exchanger Building. As used herein, the term “**completion**” shall mean completion of the Control Building, Reclaimed Supply Lines and the Heat Exchanger Building so that they may be reasonably used for their intended purposes but need not include the CRES Lines and Service Connections.

5.8 Timeline. A timeline (“**Timeline**”) for the completion of design and construction of the initial stages of the Renewable Energy System is shown on Exhibit “M”, which is attached hereto and incorporated herein by this reference. Subject to the terms of this Agreement, the Parties agree to use their best and reasonable efforts to comply with the Timeline. The Timeline may be adjusted from time to time upon mutual agreement of the Administrators (as defined below).

SECTION 6

OTHER PERMITS AND AUTHORIZATIONS

6.1 City Permits. City shall be solely responsible for securing and maintaining in force and effect and maintaining compliance with any and all permits and authorizations (except building permits) required by law for the routing and delivery of the Reclaimed Water to the Acceptance Point and for the routing and disposal of the remaining Reclaimed Water (collectively “**City Permits**”).

6.2 University Permits. The University shall be solely responsible for securing and maintaining in force and effect and maintain compliance with any and all permits and

authorizations required by law for the transportation of the BTUs from the Acceptance Point to the NIC Buildings (collectively “**University Permits**”).

6.3 Cooperation. Each of the Parties shall cooperate with the other Parties in securing and maintaining in force and effect the permits and authorizations required in accordance with this Agreement or by local, state or federal laws and regulations and shall render such assistance to the other Parties as it or they may reasonably request. Each Party shall furnish to the other Parties a copy of each permit and authorization obtained pursuant to Sections 6.1 and 6.2 hereof.

6.4 UV and Chlorination. City, at its expense, will provide the UV treatment and chlorination as required under the NPDES Permit and shall perform all other activities required to comply with the City Permits.

6.5 Additional Treatment. Should City be required by law to treat the Reclaimed Water in a manner that results in increased expenses to City because it is routing and delivering the Reclaimed Water to the University under this Agreement, which expense it would not have incurred if the Reclaimed Water was disposed of by the City into the Salt Creek, then the University shall have the right to require City to treat the Reclaimed Water and shall reimburse City for all reasonable increases in expenses (including without limitation to any costs of Plant improvements required solely by the University) incurred by City in providing such additional treatment. If the University, in its sole discretion, decided not to exercise its right under this Section to require additional treatment, it may take other action, including terminating this Agreement, to ensure continuing compliance with applicable law. However, prior to terminating this Agreement as allowed in the previous sentence, the University shall meet with City to discuss any alternatives to termination that may be available to ensure compliance with applicable law.

6.6 Easements.

a. Intentions. It is the intention of the City and the University that CRES and its components and improvements shall have all necessary and reasonably desirable easements for the design, installation, construction, protection, maintenance, repair, replacement, improvements, development, ingress and egress. In order to effectuate the foregoing, the City and the University hereby certify and declare that each does hereby establish the covenants, conditions, restrictions, easements and reservations hereinafter contained for the design, installation, construction, protection, maintenance, repair, replacement, improvements, development, ingress and egress of CRES and its components and improvements. These covenants, conditions, restrictions, easements, and reservations shall run with the land of NIC and the Theresa Street Facility, and each lot thereof, and shall be binding upon all persons having or acquiring any right, title, or interest therein or any portion thereto, and shall inure to the benefit of and bind each owner thereof and their respective successors and assigns in interest. Every covenants,

conditions, restrictions, easements and reservations herein stated shall be construed in recognition of the CRES interdependence and need for continued mutual cooperation. Any easement herein or hereinafter granted by the City and the University or interests in NIC or Theresa Street Facility shall be liberally construed with the intention of providing such rights and privileges as may be reasonably necessary or convenient to adequately and properly operate the CRES and related components and improvements and properties without encroaching or interfering needlessly with the subservient facility or property.

b. Preliminary Plans. Based upon the Preliminary Plans, the proposed construction and permanent easements (“CRES Easement”) are shown on Exhibit “H” and include the following easements:

- i. Reclaimed Water System Easements. The City hereby grants and/or reserves and/or creates in writing to the University for its benefit and the benefit of its successors, assigns, agents, tenants, employees, visitors, invitees, licensees, and permittees permanent and nonexclusive easements, that runs with the land, in, over and through the Theresa Street Site for the purpose of access, constructing, inspecting, Maintaining, and replacing the Renewable Energy System and all associated structures, improvements and infrastructure thereto (“**Reclaimed Water System Easements**”) as generally described in Exhibit “H”.
- ii. Third Party Easements. The City may need to acquire easement through a portion of the adjacent real property for the City Reclaimed Supply Lines (“**Third Party Easements**”) as generally described in Exhibit “H”. In the event the Third Party Easements are acquired by the City, then the City hereby grants and/or reserves and/or creates in writing to the University for its benefit and the benefit of its successors, assigns, agents, tenants, employees, visitors, invitees, licensees, and permittees permanent and nonexclusive easements, that runs with the land, in, over and through the Third Party Easements for the purpose of access, constructing, inspecting, Maintaining and replacing the Renewable Energy System and all associated structures, improvements and infrastructure thereto and such Third Party Easements shall become part of the Reclaimed Water System Easements as generally described in Exhibit “H”.
- iii. ROW Easements. The City hereby grants and/or reserves and/or creates in writing to the University for its benefit and the benefit of its successors, assigns, agents, tenants, employees, visitors, invitees, licensees, and permittees permanent and nonexclusive easements, that runs with the land, in, over and through the City’s public right of ways granted or dedicated and located within NIC for the purpose of access, constructing, inspecting, Maintaining, and replacing the Renewable Energy System and all associated structures, improvements and

infrastructure thereto (“**ROW Easements**”) as generally described in Exhibit “H-1”.

iv. NIC Easements. The University hereby grants and/or reserves and/or creates in writing for its benefit and the benefit of its successors, assigns, agents, tenants, employees, visitors, invitees, licensees, and permittees permanent and nonexclusive easements, that runs with the land, in, over and through NIC for the purpose of access, constructing, inspecting, Maintaining, and replacing the Renewable Energy System and all associated structures, improvements and infrastructure thereto (“**NIC Easements**”) as generally described in Exhibit “H-1”.

v. Heat Exchanger Building Easements. The University hereby grants and/or reserves and/or creates in writing to the City for its benefit and the benefit of its successors, assigns, agents, tenants, employees, visitors, invitees, licensees, and permittees permanent and nonexclusive easements, that runs with the land, in, over and through the Heat Exchanger Building located upon NIC for the purpose of access, constructing, inspecting, Maintaining, and replacing the Reclaimed Water Line System located within the Heat Exchanger Building located upon NIC and all associated structures, improvements and infrastructure thereto (“**Heat Exchanger Building Easements**”) as generally described in Exhibit “H-1”.

c. Construction Documents. Upon completion and approval of the Construction Documents and/or the dedication and acceptance of any NIC plats by the City, the City Administrator and University Administrator are authorized to execute and deliver the necessary CRES Easements with legal descriptions generally based upon the CRES Easement form which is shown on Exhibit “G-1”.

d. Easement Conditions. The Reclaimed Water System Easement, Third Party Easements, ROW Easements, NIC Easements, and Heat Exchanger Building Easements (collectively “**CRES Easements**”). Unless the Parties agree otherwise, Construction of permanent buildings or improvements that impede the use of the CRES Easements for the Renewable Energy System are prohibited uses of the Easement Premises:

e. Future Easements. It is recognized by the Parties hereto that subsequent to execution of this Agreement, various items may be discovered between the Parties which will require the granting of additional easements, rights and licenses for the proper and convenient functioning and growth of the various CRES components and improvements on NIC and the Plant. It is hereby agreed that such easements, rights, and licenses as may be necessary for the reasonable and proper operation of the CRES components and improvements are intended to be granted by each Party to the other as needed without additional consideration being

required; provided, that such easements, rights, or licenses shall (i) be required only for the most direct route or smallest space reasonably feasible and in conformity with applicable codes and regulations and to carry out this Agreement, and (ii) be limited to areas or routes so as not to interfere with the operation of permitted activities in the areas in or adjacent to such easement or license areas, and (iii) provide for or permit reasonable design, installation, construction, protection, maintenance, repair, replacement, improvements, development, ingress and egress in such a manner as to not interfere with the use of areas adjacent to such easement and license areas, and (iv) shall be subject to the owner of the benefited property being responsible for payment of any construction costs of any alterations or renovations related to same, and (v) shall be to the extent and duration necessary to assure the benefited property to be in compliance with applicable codes and laws and to carry out this Agreement, and to provide a reasonable and beneficial use to the benefited property for the required purposes, and (vi) shall be subject to the Parties' reasonable review and approval. Such easements, licenses and rights are to be conveyed in subsequent instruments and may include, without in any way being intended to be limited to, such items as temporary construction access and use, supportive structures and maintenance of support, pedestrian access, and emergency exists.

f. Ownership. The City warrants that it is the owner of the Theresa Street Site and has legal authority, right, title and capacity to execute and deliver the applicable Easements. The University warrants that it is the owner of NIC and has legal authority, right, title and capacity to execute and deliver the applicable Easements.

SECTION 7

ADMINISTRATORS

7.1 **“Administrator”** shall mean a duly appointed representative of a Party who has binding authority to grant consent, approval, decision or determination hereunder on behalf of a Party. **“Administrators”** shall collectively mean the City Administrator and the University Administrator.

7.2 City Administrator. City hereby designates the Mayor to serve as the **“City Administrator”** or his or her designee.

7.3 University Administrator. The University hereby designates the Chancellor of the University of Nebraska-Lincoln to serve as the **“University Administrator”** or his or her designee.

7.4 Successor Administrator. Any Party may from time to time designate a substitute or successor Administrator by giving written notice of such designation to the other Parties.

7.5 Administrator Approval. Any consent, approval, decision or determination hereunder by a Party shall be made by the applicable Administrator appointed herein, to the extent allowed by law, and shall be binding on the Party that the Administrator represents. The Administrators are hereby authorized to administer and enforce this Agreement and the related decisions and agreements hereunder authorized or contemplated herein, including the ability to make technical and other amendments or modifications as recommended by counsel for the parties or to address matters of tax, financial, code or other compliance matters as recommended by counsel.

SECTION 8

MAINTENANCE

8.1 Operations. The City and the University agree to operate and Maintain the Control Building, Reclaimed Supply Lines, Heat Exchanger Building, CRES Lines and Service Connections pursuant to the terms set forth herein. Each Party may contract with a third party to perform all or part of the operational and/or maintenance responsibilities as set forth herein.

8.2 Maintenance Responsibilities.

a. Plant. The City will Maintain the Plant and the Diversion Point, including operations and facilities necessary for the Reclaimed Water to be produced and meet the Reclaimed Water standards and requirements of Section 3.

b. Control Building. Upon completion of the Control Building construction, the City will Maintain the Control Building located on the Theresa Street Site; provided that the University, at its expense shall reimburse the City for the City's Operating Expenses associated with the Control Building located on the Theresa Street Site, subject to Section 8.3 below.

c. Reclaimed Supply Lines. Upon completion of the Reclaimed Supply Lines construction, the City will Maintain the Reclaimed Supply Lines located on the Theresa Street Site or within the Heat Exchanger Building; provided that the University, at its expense, shall reimburse the City for the City's Operating Expenses associated with the Reclaimed Supply Lines located on the Theresa Street Site or within the Heat Exchanger Building, subject to Section 8.3 below.

d. Heat Exchanger Building. Upon completion of the Heat Exchanger Building construction, the University, at its expense and without liability to the City, shall Maintain the Heat Exchanger Building, except for the Reclaimed Supply Lines as described in Section 8.2c above.

e. CRES Lines and Service Points. Upon completion of any CRES Lines and/or Service Points construction, the University, at its expense and without liability to the City, shall Maintain the CRES Lines and Service Points.

8.3 Change of Responsibilities. The Parties' Administrators may decide to have one Party or a third party responsible to Maintain and operate parts or all of the Renewable Energy System as described in Section 8.2 above on a daily or routine basis. If that occurs, the Parties' Administrators may enter into subsequent written agreements for such revised Maintenance responsibilities.

8.4. Change in Volumes. The University shall coordinate with the City regarding any material changes in the requested Reclaimed Water over the Term of this Agreement. Unless otherwise agreed by the Administrators, the University shall provide the other Parties a minimum one hundred fifty (150) days' notice for significant increases in the volume of Reclaimed Water required for the Renewable Energy System.

SECTION 9

FORCE MAJEURE AND OUTAGES

9.1 Force Majeure. No Party will be liable for the failure to fulfill its obligations under this Agreement if and to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of the Renewable Energy System, acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; and failures of utilities, local exchange carriers, NDEQ and EPA to follow laws, agreements, or contracts. Further, no Party will be liable for delays caused by the inaction of utilities, local exchange carriers, or other political subdivisions in granting access to right-of-ways, poles, or any other required items needed for the installation or operation of the Renewable Energy System, which by exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Any Party rendered unable to fulfill any obligation by reason described in this Section shall exercise due diligence to remove such inability with all reasonable dispatch. If, after the exercise of due diligence, the Party rendered unable to fulfill an obligation remains unable to remove such inability for one full year, the other Party may elect to terminate this Agreement anytime thereafter by tendering ninety (90) days written notice of its intention to terminate.

9.2 Scheduled Outage. "**Scheduled Outage**" shall mean any temporary cessation of operations that is planned and controlled by the Party initiating the Scheduled Outage. The City understands that the optimal time for the City's Scheduled Outages of the Plant, Control

Building or Reclaimed Supply Lines in regards to heating and cooling loads for NIC is generally in the spring or fall. Where practical, allowable and lawful, the City will use reasonable efforts to schedule the City's Scheduled Outages of the Plant, Control Building or Reclaimed Supply Lines to be in the spring and fall. If City initiates a Scheduled Outage of the Plant or any subsystems within the Plant, Control Building or Reclaimed Supply Lines that relate to Reclaimed Water delivery, any obligation that City may have to supply Reclaimed Water shall be suspended during such Scheduled Outage. If the University initiates a Scheduled Outage of the Renewable Energy System, any obligation that City may have to supply Reclaimed Water shall be suspended during such Scheduled Outage.

9.3 Written Notice of Scheduled Outage. Except in emergencies, the University shall give fourteen (14) days written notice to the other Parties in advance of any discontinuation of acceptance of BTUs under the provisions of this Section 9. Except in emergencies, City shall give fourteen (14) days written notice in advance to the other Parties of any Scheduled Outage that will limit City's ability to supply at least fifty percent (50%) of the normal daily flow of BTUs to the University ("**Minimum BTUs**"). City shall use its best efforts to minimize the duration of any Scheduled Outage that will limit City's ability to supply at least the Minimum BTUs to the University.

9.4 Alternative Heating and Cooling Systems. The Parties understand and acknowledge that due to the potential unique and sensitive research and other innovative and land use activities that may be carried out in a Building, a Building owner and/or its tenant(s) or lender, may require or elect to have redundant or back-up heating and/or cooling system(s) and/or alternative energy source(s) to heat and/or cool a Building and/or a tenant's space in the Building. Such redundant, alternative or back-up system(s) may be implemented to address the potential or actual disruption, loss, reduction or reliability issue of heating and cooling associated with CRES.

9.5 Capacity Limitations. The Parties understand and acknowledge that due to the approximately twenty-four MGD capacity of the City's reclaimed water from the City's Theresa Street Facility, not all the potential buildings and related improvements to be located upon the NIC Service Area will be able to connect to CRES. In addition, certain NIC improvements, such as parking lots, parking garages, parking facilities, utility vaults, fiber hotels, storage facilities, and other special purpose improvements, may not connect to CRES.

SECTION 10

INDEMNIFICATION AND INSURANCE

10.1 Indemnification. To the extent allowed by law, each Party ("**Indemnifying Party**") agrees to indemnify and hold harmless the other Parties, their officers, managers, members,

employees, agents, tenants, Building owners, elected officials, boards, commissions and any other legal entity affiliated therewith (“**Indemnified Party**”) against, and will reimburse the Indemnified Party upon demand for, and payment, loss, cost or expense (including reasonable attorney’s fees) made or incurred by or asserted against the Indemnified Party in respect of any and all damages, liens or deficiencies resulting from a breach of any duty or obligation imposed by law, including statutes, ordinances, regulations, orders, decrees, judgments and the law of torts (including without limitation negligence, strict liability, or willful misconduct) or any default, omission, misrepresentation, breach of warranty, or non fulfillment of any term, provision, covenant or agreement on the part of the Indemnifying Party contained in this Agreement.

10.2 Conditions of Indemnification. With respect to any actual or potential claim, any written demand, commencement of any action, or the occurrence of any other event which involves any matter or related series of matters (“**Claim**”) against the Indemnified Party by a third party or Indemnifying Party:

a. Written Notice of Claim. Promptly after the Indemnified Party first receives written documents pertaining to the Claim, or if such Claim does not involve a third party Claim, promptly after the Indemnified Party first has actual knowledge of such Claim, the Indemnified Party shall give written notice to the Indemnifying Party of such Claim in reasonable detail and stating the amount involved, if known, together with copies of any such written documents. Any failure to notify the Indemnifying Party shall not relieve it from any liability that it may have to the Indemnified Party under this Agreement unless the failure to give such notice materially and adversely prejudices the Indemnifying Party and then only to the extent of such prejudice.

b. Third Party Claim. If the Claim involves a third party Claim, then the Indemnifying Party shall have the right, at its sole cost, expense and ultimate liability regardless of outcome, through counsel of its choice, to litigate, defend, settle, or otherwise attempt to resolve such Claim, except that the Indemnified Party may elect, at any time and at the Indemnified Party’s sole cost, expense and ultimate liability, regardless of outcome, and through counsel of its choice, to litigate, defend, settle or otherwise attempt to resolve such Claim without unreasonable interference with the actions of the Indemnifying Party. In addition:

1. The Indemnifying Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement, compromise, admission or any acknowledgment of the validity of a third party Claim or any liability in respect thereof, which consent shall not be unreasonably withheld;

2. No Indemnifying Party shall consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the

giving by each claimant or plaintiff to each Indemnified Party of a release from all liability in respect of such third party Claim; and

3. The Indemnifying Party shall not be entitled to control (but shall be entitled to participate at its own expense in the defense of) and the Indemnified Party shall be entitled to have sole control over, the defense or settlement, compromise, admission or other acknowledgment of any third party Claim (i) as to which the Indemnifying Party fails to assume the defense within a reasonable length of time or (ii) to the extent the third party Claim seeks an order, injunction or other equitable relief against the Indemnified Party which, if successful, would have a material adverse effect on the business, financial condition, operations or properties of the Indemnified Party; provided, however, that the Indemnified Party shall make no settlement, compromise, admission or other acknowledgment which would give rise to liability on the part of the Indemnifying Party without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld.

4. The Parties shall cooperate with each other in the defense of any third-party action related to this Agreement and shall furnish each other all such further information that they have the right and power to furnish as may reasonably be necessary to defend such third-party action, subject to reasonable confidentiality requirements of the supplying Parties.

c. Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, in no event shall any Party to this Agreement be liable to any other Party for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, arising out of, or in connection with, transmission interruptions or problems, including but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers, whether occasioned by any repair or maintenance performed by, or failed to be performed by, any Party to this Agreement, or any other cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence, or strict liability.

d. Immunities. Nothing in this Agreement is intended, nor shall it be construed, to create or extend any rights, claims or benefits to, or assume any liability for or on behalf of, any third party, or to waive any immunities or limitations otherwise conferred upon a Party under or by virtue of federal or state law.

10.3 Contractor's Insurance. Any contractor (“**Contractor**”) installing, repairing, or replacing the Control Building, Reclaimed Supply Lines, Heat Exchanger Building or those portions of the CRES Lines under the City’s right-of-way shall not commence such work until (i) the Contractor has complied with the Insurance Requirements for All City Contracts as shown on Exhibit “O”,

which is attached hereto and incorporated herein by this reference, as may be amended and updated on the City's website at: <http://www.lincoln.ne.gov/city/finance/purch/index.htm> and (ii) such insurance has been approved by the City.

10.4 City Insurance. City, at its expense, shall procure and maintain insurance on the Plant, Control Building and Reclaimed Supply Lines against physical damage to property, or death of, or personal injury to, any persons, of the kind and with coverages normally carried by entities operating properties similar to the Plant, Control Building and Reclaimed Supply Lines. Under the terms of the required insurance policies, this Agreement shall be defined as an insured contract. The policy shall identify NuCorp, NICDC and the University as additional insureds, shall waive subrogation of claims against NICDC and the University as additional insureds, and shall have all necessary endorsements to provide coverage without exclusion for explosion, collapse and underground property damage hazards. A certificate of insurance shall be filed with the City Attorney's office prior to commencement of installation of the CRES, which evidences compliance with the policy requirements stated above and provides for thirty (30) days prior written notice to NuCorp, NICDC and the University of cancellation or material change of any insurance referred to therein. Upon request, City shall furnish to NuCorp, NICDC and the University certificates of insurance demonstrating compliance with this Section. Notwithstanding anything to the contrary herein, the University acknowledges and agrees that the City may self-insure.

10.5 University Insurance. The University, at its expense, shall procure and maintain insurance against physical damage to property, or death of, or personal injury to, any persons, of the kind and with coverages normally carried by entities operating properties similar to the Heat Exchanger Building and CRES Lines. Under the terms of the required insurance policies, this Agreement shall be defined as an insured contract. The policy shall identify the NuCorp, City and NICDC as additional insureds, shall waive subrogation of claims against the NuCorp, City and NICDC as additional insured, and shall have all necessary endorsements to provide coverage without exclusion for explosion, collapse and underground property damage hazards. A certificate of insurance shall be filed with the University's General Counsel's office prior to commencement of installation of the CRES, which evidences compliance with the policy requirements stated above and provides for thirty (30) days prior written notice to NuCorp, City, and NICDC of cancellation or material change of any insurance referred to therein. Upon request, the University shall furnish to the City and NICDC certificates of insurance demonstrating compliance with this Section. Notwithstanding anything to the contrary herein, the City acknowledges and agrees that the University may self-insure.

SECTION 11

GENERAL

11.1 City Representations and Warranties. City represents and warrants to the Parties as follows:

a. Requisite Power and Authority. The City has taken all requisite action to approve the execution, delivery and performance of this Agreement and has all requisite power and authority to carry on its business as now being conducted and to enter into this Agreement and perform the obligations hereunder.

b. Authority Relative to Agreement. This Agreement has been duly executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

c. Effect of Agreement. The execution, delivery and performance of this Agreement by the City has been duly authorized by all necessary action by the City and except as provided in this Agreement will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to the City, and will not violate any instrument, agreement, order, judgment, decree, court order, statute, rule, regulation, or any other restriction of any kind to which the City is a party.

11.2 University Representations and Warranties. The University represents and warrants to the Parties as follows:

a. Requisite Power and Authority. The University has taken all requisite action to approve the execution, delivery and performance of this Agreement and has all requisite power and authority to carry on its business as now being conducted and to enter into this Agreement and perform the obligations hereunder.

b. Authority Relative to Agreement. This Agreement has been duly executed and delivered by the University and constitutes a legal, valid and binding obligation of the University, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of

creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

c. Effect of Agreement. The execution, delivery and performance of this Agreement by the University has been duly authorized by all necessary action by the University and except as provided in this Agreement will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to the University, and will not violate any instrument, agreement, order, judgment, decree, court order, statute, rule, regulation, or any other restriction of any kind to which the University is a party.

11.3 Compliance with Codes. All construction, excavation, and Maintenance work done by the Parties shall be done in a good workmanlike and expeditious manner which minimizes the inconvenience to the general public and individuals. All such construction, excavation, and Maintenance work done by or on behalf of the City or the University shall comply with all applicable codes of the City and the State of Nebraska. The City shall have the right to inspect all construction or excavation work to insure compliance with applicable laws, codes and permits, and may order corrective work when necessary.

11.4 Authority to Execute. The persons signing this Agreement warrant that such persons have the requisite power and authority to enter into, execute and deliver this Agreement.

11.5 Amendments. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by the Parties.

11.6 Limitation of Benefits. It is the explicit intention of the Parties hereto that no person other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any Party hereto, and that covenants, undertakings, and agreements set forth in this Agreement shall be enforceable only by the Parties hereto or their respective successors or permitted assigns.

11.7 Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be held to be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or enforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said Agreement; provided, however, that if any such ineffectiveness or unenforceability of any provision of this Agreement, in the good faith judgment of either Party, renders the benefits to such Party of this Agreement as a whole uneconomical in light of the obligations of such Party under this Agreement as a whole, then the Parties shall negotiate in good faith in an effort to restore insofar as possible the economic benefits of the transaction to the Parties.

11.8 Injunctive Relief. It is agreed that the University's benefits and the NIC Building owners' and their tenants' benefits to receive the BTUs pursuant to this Agreement are unique and that if the City shall fail to provide, or breaches, its obligations hereunder to provide, the BTUs, no adequate remedy exists at law, or it would be difficult to determine the amount of damages resulting therefrom, and that such breach would cause irreparable injury to the University and the NIC Building owners' and their tenants. Therefore, the University shall be entitled to injunctive relief to prevent or restrain such breach of this Agreement.

11.9 Other Remedies. Except as otherwise provided in this Agreement, in the event of any default in performance of this Agreement, the Party in default, or its successors, shall, upon written notice from another Party (with copies provided to all Parties), proceed immediately to cure or remedy such default within fourteen (14) days after receipt of notice. However, if the default cannot, in the exercise of reasonable diligence, be cured within fourteen (14) days, then the defaulting Party shall commence efforts to cure and shall diligently continue to cure the default. If the default is not cured, the non-defaulting Party may institute any proceedings at law or in equity which may be necessary to cure and remedy the default.

11.10 Exercise of Rights. No failure or delay on the part of a Party hereto in exercising any right, power or privilege hereunder and no course of dealing between the Parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any, other right, power or privilege.

11.11 Copy of Notice of Default to Mortgage Holder. For the purpose of this Agreement, the term "**Holder**" in reference to a Mortgage (defined below) shall be deemed to include any insurer or guarantor of any obligation or conditions secured by such Mortgage or similar type of encumbrance who succeeds to or becomes subrogated to the rights of the mortgagee. For the purpose of this Agreement, the term "**Mortgage**" shall include a deed of trust or other instrument creating an encumbrance or lien as security for a loan. If fourteen (14) days after any notice or demand with respect to any breach or default, such breach or default remains uncured, each such Holder shall have the right, at its option, to cure or remedy such breach or default within sixty (60) days after the notice or demand referred to in this Section and to add the cost thereof to the Mortgage debt and the lien of its Mortgage. If the Holder commences efforts to cure the default within such sixty (60) day period and the default cannot, in the exercise of due diligence, be cured within such period, the Holder shall have the right to diligently continue to cure the defaults. In the event the Holder fails to cure, then the other Parties shall have the remedies provided for in this Agreement.

11.12 Approval Not Unreasonably Withheld. Whenever approval or consent of a Party is required hereunder, such consent shall not be unreasonably withheld, conditioned or delayed. Except as may be specifically otherwise stated, any approval or disapproval required in this Agreement shall be issued within fourteen (14) days after receipt by the Party issuing such

approval/disapproval of all necessary information from the Party requesting such approval. The Party issuing such approval/disapproval shall promptly advise the requesting Party as to whether all necessary information has been received.

11.13 Provisions Run With the Land. This Agreement shall run with the NIC Service Area and the Theresa Street Site and shall inure to and bind the Parties and their successors in interest. This Agreement or a Memorandum hereof, substantially similar to the Memorandum attached hereto as Exhibit "P", and incorporated herein by this reference, shall be recorded with the Register of Deeds of Lancaster County, Nebraska, against the NIC Service Area and Theresa Street Site, at the University's expense.

11.14 Governing Law. This Agreement and each of its provisions shall be governed by and construed and interpreted according to the substantive laws of the State of Nebraska without regard to its conflicts of law or choice of law provisions.

11.15 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which taken together shall constitute one and the same instrument.

11.16 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the transaction contemplated herein, and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

11.17 Assignment. In the case of the assignment of this Agreement by any Party, prompt notice shall be given to the other Parties, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. 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 Parties to this Agreement.

11.18 Inspection. Each of the Parties shall have the right, during reasonable hours, of access to and inspection of the facilities and operations of the other Parties which are associated with the transfer, acceptance, treatment, delivery, measurement, and transportation of BTUs transferred and accepted hereunder. No compensation shall be payable nor shall any charges be made in any form by any Party for the access or inspection provided in this Section.

11.19 Records. Each of the Parties shall have the right, during reasonable hours, of access to the records of the other Parties which are relevant for proving compliance or noncompliance of each of the Parties with any of the terms of this Agreement.

11.20 Instituted Proceeding. If any proceeding in law or equity is instituted challenging the authority and power of City and/or the University to make, execute and deliver this Agreement and/or to perform its terms, covenants and conditions, or relating to the rights, title and interest of City or the University in and to the Reclaimed Water or BTUs, then City and the University

shall jointly and cooperatively defend the validity of this Agreement and the transfer, delivery and acceptance contemplated herein.

11.21 Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against any 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.

11.22 Incorporation of Exhibits. The Exhibits referenced in and attached to this Agreement shall be deemed an integral part hereof to the same extent as if written at length herein. Any Attachments to the Exhibits shall also be deemed to be an integral part of the Agreement.

11.23 Notices and Demands. A notice under this Agreement by a Party to the other Parties shall be deemed delivered on the date it is postmarked, sent postage prepaid, certified or registered mail, or delivered personally to:

If to the City: Mayor
555 South 10th Street
Lincoln, Nebraska 68508

With a copy to: City Attorney
555 South 10th Street
Lincoln, Nebraska 68508

If to the University: Board of Regents of the University of Nebraska
Attn: Corporation Secretary
3835 Holdrege Street
Lincoln, NE 68583

With a copy to: The University of Nebraska—Lincoln
Chancellor's Office
201 Canfield Administration
Lincoln, Nebraska 68588

With a copy to: University General Counsel
3835 Holdrege Street, Suite 201
Lincoln, NE 68583-0745
Fax: (402) 472-2038

or at such other address with respect to such Party as that Party may from time to time designate in writing and notify the other Parties as provided in this Section.

11.24 Labor Relations. Each Party hereto shall be responsible for labor relations with its own employees. Each Party agrees to notify the other immediately whenever it has knowledge that a labor dispute concerning its employees is delaying or threatens to delay timely performance of its obligations under this Agreement.

11.25 Additional Actions and Documents. Each of the Parties hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file or cause to be executed, acknowledged, delivered and filed such further documents and instruments, and to use commercially reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether at or after the execution of this Agreement.

11.26 Independent Contractors. In all matters pertaining to this Agreement, the relationship of the University and City shall be that of independent contractors, and none of the Parties shall make any representations or warranties that their relationship is other than that of independent contractors. This Agreement is not intended to create nor shall it be construed to create any partnership, joint venture, employment or agency relationship between the University and City or between any of the Parties; and no Party hereto shall be liable for the payment or performance of any debts, obligations, or liabilities of the other Party, unless expressly assumed in writing herein or otherwise. Each Party retains full control over the employment, direction, compensation and discharges of its employees, and will be solely responsible for all compensation of such employees, including social security, withholding and workers compensation responsibilities.

11.27 Headings. Titles of Articles, Sections and paragraph headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

11.28 Periodic Review.

a. General Goals. The Parties agree that the goals of this Agreement include, but are not limited to, the following:

1. The Parties seek to create a Central Renewable Energy System utilizing the treated Reclaimed Water produced from the effluent of the City to provide an alternative heating and cooling source of energy for Buildings located on NIC.

2. The Parties do not intend to change the primary function of the Lincoln Wastewater System located on the Theresa Street Site, except as otherwise stated herein.

3. The Parties shall perform their contractual obligations with regard to the financing, operation, management of the Central renewable Energy System in a manner that maximizes the Net Cash Flow, while properly Maintaining the Central Renewable Energy System.

4. The formula will produce BTUs to be delivered and accepted by the Service Points at a cost equal to or less than the price of BTUs available to the Renewable Energy System from any other local energy source(s).

5. The Parties agree to act in a reasonable manner as regards to the interest of all the Parties to this Agreement.

b. CRES Operating Committee.

1. The parties agree that there will be an Operating Committee established under the authority of NUCorp which shall have a representative from the University, NUCorp, and the City. The Operating Committee shall operate in an advisory capacity and make recommendations to the NUCorp Board to address issues and concerns related to the operation, accounting and matters related to the CRES.

2. A Party to this Agreement may request, at minimum, annual review sessions of the Operating Committee, commencing anytime mutually agreeable to the Parties, but in no event later than sixty (60) days after the anniversary dates of the Effective Date of this Agreement. Any Party may prepare a list of topics they wish to review and deliver such list to the other Parties prior to the sessions. The Parties shall cooperatively work to attempt to resolve the issues discussed at such sessions.

11.29 University's Contingencies. The University's performance of this Agreement is contingent upon the following:

A. On or before the date that is ninety (90) days after the Effective Date, or mutual extension thereof, the University qualifying, securing and closing on the financing for the Renewable Energy System, with terms and conditions acceptable to the

University.

B. City approving the necessary executive order(s) for the design and construction of the Renewable Energy System.

C. NICDC approving the site development lease for the construction of the Renewable Energy System at NIC.

In the event the contingencies set forth in Section 11.29 are not satisfied or waived by the University by the contingency deadlines described above, then the University shall have the option to terminate this Agreement by delivering written notice to the Parties, in which event this Agreement shall be null and void, and the parties shall have no further obligations or liability under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and attested by their respective duly authorized officers as of the date first above written.

EXHIBIT LIST:

Exhibit A – NIC Map and Legal Description

Exhibit B – Intentionally Deleted

Exhibit C – Planned Unit Development (PUD)

Exhibit D – PUD Infrastructure

Exhibit E – Theresa Street Facility Map and Legal Description

Exhibit F – NIC Service Area

Exhibit G –Renewable Energy System

Exhibit G-1 –Renewable Energy System

Exhibit H – CRES Easements Map

Exhibit H-1 – CRES Easements Form

Exhibit I –Pro Forma

Exhibit J – Example Calculation of the CRES Revenues

Exhibit K – Uses and Sources of Funds

Exhibit L– Acknowledgement of Completion

Exhibit M – Timeline

Exhibit N -- Intentionally Deleted

Exhibit O – Insurance Requirements for All City Contracts

Exhibit P -- Memorandum of the Central Renewable Energy System Agreement

[SIGNATURE AND NOTARY PAGES TO FOLLOW]

Executed by the University this ____ day of _____, 201__.

“University”

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By: _____
James B. Milliken, President

Attest

By: _____
Carmen K. Maurer, Corporation Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by James B. Milliken, President of the **Board of Regents of the University of Nebraska**, a public body corporate, on behalf of the public body corporate.

(Seal)

Notary Public

EXHIBIT LIST:

- Exhibit A – NIC Map and Legal Description
- Exhibit B – Intentionally Deleted
- Exhibit C – Planned Unit Development (PUD)
- Exhibit D – PUD Infrastructure
- Exhibit E – Theresa Street Facility Map and Legal Description
- Exhibit F – NIC Service Area
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- Exhibit G-1 -- Renewable Energy System
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- Exhibit H-1 –CRES Easements Form
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- Exhibit O – Insurance Requirements for All City Contracts
- Exhibit P -- Memorandum of the Central Renewable Energy System Agreement

Exhibit A

NIC Map



Legal Description for NIC

**LEGAL DESCRIPTION
INNOVATION CAMPUS PARCEL**

A TRACT OF LAND COMPOSED OF OUTLOTS "D", "E", AND "F", ANTELOPE VALLEY 1ST ADDITION, LOTS 14 I.T., 15 I.T., 45 I.T., 71 I.T., AND 80 I.T., A PORTION OF LOTS 75 I.T., 104 I.T., AND 105 I.T., ALL LOCATED IN THE SECTION 13, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 105 I.T.; THENCE EASTERLY ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, SAID LINE BEING THE SOUTH LINE OF SAID LOT 105 I.T. ON AN ASSUMED BEARING OF S88°40'15"E, A DISTANCE OF 558.29' TO **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING S88°40'15"E ALONG SAID LINE, A DISTANCE OF 16.36' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 08°04'02", A RADIUS OF 600.00', AN ARC LENGTH OF 84.48', A CHORD LENGTH OF 84.41', A TANGENT LENGTH OF 42.31', AND A CHORD BEARING OF N72°45'44"E TO A POINT; THENCE N12°19'13"W, A DISTANCE OF 208.59' TO A POINT; THENCE N90°00'00"E, A DISTANCE OF 316.02' TO A POINT; THENCE N00°18'27"E, A DISTANCE OF 214.71' TO A POINT; THENCE S89°47'43"E, A DISTANCE OF 808.09' TO A POINT OF INTERSECTION WITH A EAST LINE OF LOT 104 I.T.; THENCE S00°16'51"W, ON A EAST LINE OF SAID LOT 104 I.T., A DISTANCE OF 267.23' TO A POINT; THENCE S42°08'27"E, ALONG A NORTHEAST LINE OF SAID LOT 104 I.T., A DISTANCE OF 232.44' TO A POINT OF INTERSECTION WITH A NORTHWEST LINE OF LOT 80 I.T.; THENCE N55°23'08"E, ON A NORTHWEST LINE OF SAID LOT 80 I.T., A DISTANCE OF 870.55' TO THE NORTHEAST CORNER OF SAID LOT 80 I.T., SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTH 27TH STREET; THENCE S00°16'51"W, ON THE EAST LINE OF SAID LOT 80 I.T., SAID LINE BEING THE WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 46.27' TO THE SOUTHEAST CORNER OF SAID LOT 80 I.T., SAID POINT BEING ON A NORTHWEST RIGHT-OF-WAY LINE OF SALT CREEK ROADWAY; THENCE S55°21'51"W, ALONG A SOUTHEAST LINE OF SAID LOT 80 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 59.82' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 17°07'33", A RADIUS OF 140.00', AN ARC LENGTH OF 41.85' ON A SOUTHEAST LINE OF SAID LOT 80 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 41.69', A TANGENT LENGTH OF 21.08', AND A CHORD BEARING OF S64°02'49"W TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 17°17'37", A RADIUS OF 159.97', AN ARC LENGTH OF 48.28' ON A SOUTHEAST LINE OF SAID LOT 80 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 48.10', A TANGENT LENGTH OF 24.33', AND A CHORD BEARING OF S63°57'54"W TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 80 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 632.42' TO THE NORTHEAST CORNER OF OUTLOT "F", ANTELOPE VALLEY 1ST ADDITION; THENCE S55°36'17"W, ON A SOUTHEAST LINE OF SAID OUTLOT "F", SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 279.51' TO THE SOUTHWEST CORNER OF SAID OUTLOT "F", SAID POINT BEING A SOUTH CORNER OF LOT 45 I.T.; THENCE S48°28'34"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID

LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 11.70' TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 418.48' TO A POINT; THENCE S64°30'55"W, ALONG A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 68.83' TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 200.54' TO A POINT; THENCE S59°07'59"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 61.80' TO THE NORTHEAST CORNER OF OUTLOT "E", ANTELOPE VALLEY 1ST ADDITION; THENCE S50°59'27"W, ALONG A SOUTHEAST LINE OF SAID OUTLOT "E", SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 145.76' TO THE SOUTHWEST CORNER OF SAID OUTLOT "E", SAID POINT BEING A SOUTH CORNER OF LOT 45 I.T.; THENCE S51°30'17"W, ON A SOUTHEAST LINE OF LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 61.79' TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 68.70' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 04°00'00", A RADIUS OF 2,052.46', AN ARC LENGTH OF 143.29' ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 143.26', A TANGENT LENGTH OF 71.67', AND A CHORD BEARING OF S53°19'08"W, TO A POINT; THENCE S51°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 232.35' TO A POINT; THENCE S60°35'31"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 68.27' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 03°54'54", A RADIUS OF 1,936.64', AN ARC LENGTH OF 132.33' ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 132.30', A TANGENT LENGTH OF 66.19', AND A CHORD BEARING OF S53°20'27"W TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., AND A SOUTHEAST LINE OF OUTLOT "D", ANTELOPE VALLEY 1ST ADDITION, SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 470.85' TO A POINT; THENCE S38°22'22"W, ON A SOUTHEAST LINE OF SAID OUTLOT "D", SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 51.46' TO THE SOUTHWEST CORNER OF SAID OUTLOT "D", SAID POINT BEING A SOUTHEAST CORNER OF LOT 75 I.T.; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 910.12' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°51'22", A RADIUS OF 1,014.00', AN ARC LENGTH OF 50.54' ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 50.54', A TANGENT LENGTH OF 25.28', AND A CHORD BEARING OF S56°46'44"W TO A POINT; THENCE S58°12'25"W, ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 306.83' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°53'07", A RADIUS OF 986.91', AN ARC LENGTH OF 49.70' ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 49.69', A TANGENT LENGTH OF 24.86', AND A CHORD BEARING OF S56°45'46"W TO A POINT; THENCE S55°19'05"W, ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID

RIGHT-OF-WAY, A DISTANCE OF 83.49' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 12°10'28", A RADIUS OF 986.00', AN ARC LENGTH OF 209.51' ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 209.12', A TANGENT LENGTH OF 105.15', AND A CHORD BEARING OF S49°13'54"W TO A POINT; THENCE N05°48'52"W, A DISTANCE OF 132.46' TO A POINT; THENCE S85°05'09"W, A DISTANCE OF 46.61' TO A POINT; THENCE N05°35'52"W, A DISTANCE OF 105.07' TO A POINT; THENCE N49°17'46"W, A DISTANCE OF 22.47' TO A POINT; THENCE N00°00'00"E, A DISTANCE OF 521.24' TO A POINT; THENCE N90°00'00"W, A DISTANCE OF 346.79' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 31°25'09", A RADIUS OF 400.00', AN ARC LENGTH OF 219.35', A CHORD LENGTH OF 216.61', A TANGENT LENGTH OF 112.51', AND A CHORD BEARING OF N73°35'37"W TO A POINT; THENCE S89°30'06"W, A DISTANCE OF 98.86' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 51°24'32", A RADIUS OF 165.94', AN ARC LENGTH OF 148.89', A CHORD LENGTH OF 143.95', A TANGENT LENGTH OF 79.88', AND A CHORD BEARING OF S63°14'15"W TO A POINT OF INTERSECTION WITH A WEST LINE OF LOT 75 I.T.; THENCE N02°42'05"W, ON A WEST LINE OF SAID LOT 75 I.T., A DISTANCE OF 316.84' TO A POINT; THENCE N06°19'29"W, ON A WEST LINE OF SAID LOT 75 I.T., A DISTANCE OF 400.00' TO A POINT; THENCE N00°29'49"E, ON A WEST LINE OF SAID LOT 75 I.T., A DISTANCE OF 31.46' TO A POINT; THENCE N08°55'45"E, ON A WEST LINE OF SAID LOT 75 I.T., A DISTANCE OF 42.79' TO A POINT; THENCE N31°36'39"E, ON A NORTHWEST LINE OF SAID LOT 75 I.T., AND A NORTHWEST LINE OF LOT 71 I.T., A DISTANCE OF 1,330.11' TO A POINT; THENCE S55°50'34"E, ON A NORTHEAST LINE OF SAID LOT 71 I.T., A DISTANCE OF 20.02' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 31°35'16", A RADIUS OF 1,146.28', AN ARC LENGTH OF 631.96' ON A NORTHWEST LINE OF SAID LOT 71 I.T., A CHORD LENGTH OF 623.98', A TANGENT LENGTH OF 324.23', AND A CHORD BEARING OF N47°54'51"E TO A POINT; THENCE N63°42'29"E, ON A NORTHWEST LINE OF SAID LOT 71 I.T., A DISTANCE OF 635.85' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 14°28'23", A RADIUS OF 1,432.69', AN ARC LENGTH OF 361.90' ON A NORTH LINE OF SAID LOT 71 I.T., A CHORD LENGTH OF 360.94', A TANGENT LENGTH OF 181.92', AND A CHORD BEARING OF N70°56'41"E, TO A POINT; THENCE N78°10'53"E, ON A NORTH LINE OF SAID LOT 71 I.T., A DISTANCE OF 141.00' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 00°48'27", A RADIUS OF 1,910.00', AN ARC LENGTH OF 26.92' ON A NORTH LINE OF SAID LOT 71 I.T., A CHORD LENGTH OF 26.92', A TANGENT LENGTH OF 13.46', AND A CHORD BEARING OF N77°46'39"E, TO THE NORTHEAST CORNER OF SAID LOT 71 I.T., SAID POINT BEING ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 13; THENCE S00°14'29"W, ON A EAST LINE OF SAID LOT 71 I.T., AND THE EAST LINE OF LOT 14 I.T., SAID LINE BEING THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 822.69' TO A POINT; THENCE S89°45'31"E, A DISTANCE OF 469.63' TO A POINT; THENCE S12°19'13"E, A DISTANCE OF 407.19' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 7,111,440.95 SQUARE FEET OR 163.26 ACRES, MORE OR LESS.

Tuesday, March 12, 2013

F:\Projects\011-0407\SVYO\MasterXrefs\Plats\Documents\Innovation.doc

Exhibit B

Intentionally Deleted

Exhibit C

Planned Unit Development (PUD)



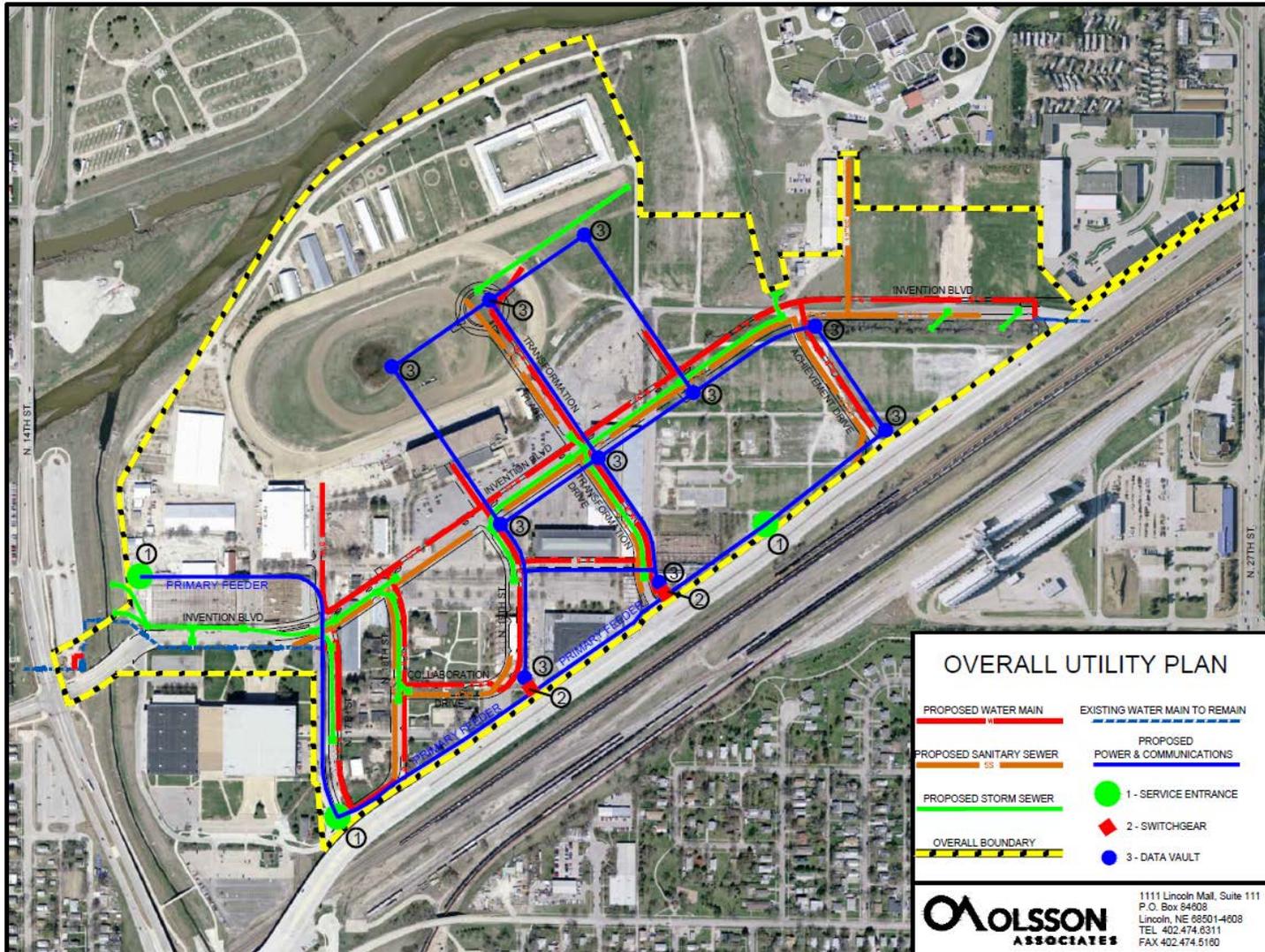
 **UNL Property**

 **PUD Limits**

 **NEBRASKA INNOVATION CAMPUS**
UNIVERSITY OF NEBRASKA-LINCOLN • INNOVATE UNL.EDU

 **University of Nebraska
Lincoln**
partners with
 **WOODBURY
CORPORATION**

Exhibit D
 PUD Infrastructure



Legal Description for Theresa Street Facility Map

LEGAL DESCRIPTION CITY OF LINCOLN PARCEL

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 104 I.T., AND A PORTION OF LOT 105 I.T., ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 105 I.T., SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 105 I.T., SAID LINE BEING THE WEST LINE OF SAID NORTHEAST QUARTER ON AN ASSUMED BEARING OF $N00^{\circ}14'29''E$, A DISTANCE OF 386.84' TO **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING $N00^{\circ}14'29''E$ ON SAID LINE, A DISTANCE OF 787.45' TO A WEST CORNER OF SAID LOT 105 I.T.; THENCE $N78^{\circ}14'49''E$, ON A NORTH LINE OF SAID LOT 105 I.T., A DISTANCE OF 259.90' TO A NORTH CORNER OF SAID LOT 105 I.T.; THENCE $N63^{\circ}10'49''E$, ON A NORTHWEST LINE OF SAID LOT 105 I.T., A DISTANCE OF 365.40' TO A NORTH CORNER OF SAID LOT 105 I.T.; THENCE $N59^{\circ}57'39''E$, ON A NORTHWEST LINE OF SAID LOT 105 I.T., A DISTANCE OF 485.00' TO A NORTH CORNER OF SAID LOT 105 I.T.; THENCE $N63^{\circ}07'59''E$, ON A NORTHWEST LINE OF SAID LOT 105 I.T., A DISTANCE OF 200.80' TO A NORTH CORNER OF SAID LOT 105 I.T.; THENCE $N44^{\circ}04'29''E$, ON A NORTHWEST LINE OF SAID LOT 105 I.T., A DISTANCE OF 380.90' TO A NORTH CORNER OF SAID LOT 105 I.T.; THENCE $N28^{\circ}09'29''E$, ON A WEST LINE OF SAID LOT 105 I.T., A DISTANCE OF 315.00' TO THE NORTHWEST CORNER OF SAID LOT 105 I.T.; THENCE $S88^{\circ}33'11''E$, ON THE NORTH LINE OF SAID LOT 105 I.T., A DISTANCE OF 314.50' TO THE NORTHEAST CORNER OF SAID LOT 105 I.T.; THENCE $S00^{\circ}19'19''W$, ON THE EAST LINE OF SAID LOT 105 I.T., A DISTANCE OF 983.50' TO A EAST CORNER OF SAID LOT 105 I.T.; SAID POINT BEING A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF $22^{\circ}53'19''$, A RADIUS OF 771.40', AN ARC LENGTH OF 308.16' ON A SOUTH LINE OF SAID LOT 105 I.T., A CHORD LENGTH OF 306.11', A TANGENT LENGTH OF 156.16', AND A CHORD BEARING OF $S80^{\circ}15'03''W$ TO A EAST CORNER OF SAID LOT 105 I.T.; THENCE $S00^{\circ}15'18''W$, ON A EAST LINE OF SAID LOT 105 I.T., A DISTANCE OF 583.92' TO A SOUTHEAST CORNER OF SAID LOT 105 I.T., SAID POINT BEING ON THE NORTH LINE OF LOT 104 I.T.; THENCE $S89^{\circ}47'30''E$, ON THE NORTH LINE OF SAID LOT 104 I.T., A DISTANCE OF 134.29' TO THE NORTHEAST CORNER OF SAID LOT 104 I.T.; THENCE $S00^{\circ}16'51''W$, ON THE EAST LINE OF SAID LOT 104 I.T., A DISTANCE OF 222.04' TO A POINT; THENCE $N89^{\circ}47'43''W$, A DISTANCE OF 808.09' TO A POINT; THENCE $S00^{\circ}18'27''W$, A DISTANCE OF 214.71' TO A POINT; THENCE $S90^{\circ}00'00''W$, A DISTANCE OF 316.02' TO A POINT; THENCE $S12^{\circ}19'13''E$, A DISTANCE OF 208.59' TO A POINT, SAID POINT BEING A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF $08^{\circ}04'02''$, A RADIUS OF 600.00', AN ARC LENGTH OF 84.48', A CHORD LENGTH OF 84.41', A TANGENT LENGTH OF 42.31', AND A CHORD BEARING OF $S72^{\circ}45'44''W$ TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 105 I.T., SAID POINT BEING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE $N88^{\circ}40'15''W$, ON THE SOUTH LINE OF SAID LOT 105 I.T., SAID LINE BEING THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 16.36' TO A POINT; THENCE $N12^{\circ}19'13''W$, A DISTANCE OF 407.19' TO A POINT; THENCE $N89^{\circ}45'31''W$, A DISTANCE

OF 469.63' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA
2,281,727.26 SQUARE FEET OR 52.38 ACRES, MORE OR LESS.

Monday, March 11, 2013
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Exhibit F

NIC Service Area

Legal Description for NIC Service Area



Legal Description for NIC Service Area

**LEGAL DESCRIPTION
NIC SERVICE AREA**

A TRACT OF LAND COMPOSED OF OUTLOTS "D", "E", AND "F", ANTELOPE VALLEY 1ST ADDITION, LOTS 14 I.T., 15 I.T., 45 I.T., 71 I.T., AND 80 I.T., A PORTION OF LOTS 75 I.T., 104 I.T., AND 105 I.T., ALL LOCATED IN THE SECTION 13, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 105 I.T.; THENCE EASTERLY ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, SAID LINE BEING THE SOUTH LINE OF SAID LOT 105 I.T. ON AN ASSUMED BEARING OF S88°40'15"E, A DISTANCE OF 558.29' TO **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING S88°40'15"E ALONG SAID LINE, A DISTANCE OF 16.36' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 08°04'02", A RADIUS OF 600.00', AN ARC LENGTH OF 84.48', A CHORD LENGTH OF 84.41', A TANGENT LENGTH OF 42.31', AND A CHORD BEARING OF N72°45'44"E TO A POINT; THENCE N12°19'13"W, A DISTANCE OF 208.59' TO A POINT; THENCE N90°00'00"E, A DISTANCE OF 316.02' TO A POINT; THENCE N00°18'27"E, A DISTANCE OF 214.71' TO A POINT; THENCE S89°47'43"E, A DISTANCE OF 808.09' TO A POINT OF INTERSECTION WITH A EAST LINE OF LOT 104 I.T.; THENCE S00°16'51"W, ON A EAST LINE OF SAID LOT 104 I.T., A DISTANCE OF 267.23' TO A POINT; THENCE S42°08'27"E, ALONG A NORTHEAST LINE OF SAID LOT 104 I.T., A DISTANCE OF 232.44' TO A POINT OF INTERSECTION WITH A NORTHWEST LINE OF LOT 80 I.T.; THENCE N55°23'08"E, ON A NORTHWEST LINE OF SAID LOT 80 I.T., A DISTANCE OF 870.55' TO THE NORTHEAST CORNER OF SAID LOT 80 I.T., SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTH 27TH STREET; THENCE S00°16'51"W, ON THE EAST LINE OF SAID LOT 80 I.T., SAID LINE BEING THE WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 46.27' TO THE SOUTHEAST CORNER OF SAID LOT 80 I.T., SAID POINT BEING ON A NORTHWEST RIGHT-OF-WAY LINE OF SALT CREEK ROADWAY; THENCE S55°21'51"W, ALONG A SOUTHEAST LINE OF SAID LOT 80 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 59.82' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 17°07'33", A RADIUS OF 140.00', AN ARC LENGTH OF 41.85' ON A SOUTHEAST LINE OF SAID LOT 80 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 41.69', A TANGENT LENGTH OF 21.08', AND A CHORD BEARING OF S64°02'49"W TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 17°17'37", A RADIUS OF 159.97', AN ARC LENGTH OF 48.28' ON A SOUTHEAST LINE OF SAID LOT 80 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 48.10', A TANGENT LENGTH OF 24.33', AND A CHORD BEARING OF S63°57'54"W TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 80 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 632.42' TO THE NORTHEAST CORNER OF OUTLOT "F", ANTELOPE VALLEY 1ST ADDITION; THENCE S55°36'17"W, ON A SOUTHEAST LINE OF SAID OUTLOT "F", SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 279.51' TO THE SOUTHWEST CORNER OF SAID OUTLOT "F", SAID POINT BEING A SOUTH CORNER OF

LOT 45 I.T.; THENCE S48°28'34"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 11.70' TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 418.48' TO A POINT; THENCE S64°30'55"W, ALONG A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 68.83' TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 200.54' TO A POINT; THENCE S59°07'59"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 61.80' TO THE NORTHEAST CORNER OF OUTLOT "E", ANTELOPE VALLEY 1ST ADDITION; THENCE S50°59'27"W, ALONG A SOUTHEAST LINE OF SAID OUTLOT "E", SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 145.76' TO THE SOUTHWEST CORNER OF SAID OUTLOT "E", SAID POINT BEING A SOUTH CORNER OF LOT 45 I.T.; THENCE S51°30'17"W, ON A SOUTHEAST LINE OF LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 61.79' TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 68.70' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 04°00'00", A RADIUS OF 2,052.46', AN ARC LENGTH OF 143.29' ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 143.26', A TANGENT LENGTH OF 71.67', AND A CHORD BEARING OF S53°19'08"W, TO A POINT; THENCE S51°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 232.35' TO A POINT; THENCE S60°35'31"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 68.27' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 03°54'54", A RADIUS OF 1,936.64', AN ARC LENGTH OF 132.33' ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 132.30', A TANGENT LENGTH OF 66.19', AND A CHORD BEARING OF S53°20'27"W TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., AND A SOUTHEAST LINE OF OUTLOT "D", ANTELOPE VALLEY 1ST ADDITION, SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 470.85' TO A POINT; THENCE S38°22'22"W, ON A SOUTHEAST LINE OF SAID OUTLOT "D", SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 51.46' TO THE SOUTHWEST CORNER OF SAID OUTLOT "D", SAID POINT BEING A SOUTHEAST CORNER OF LOT 75 I.T.; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 910.12' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°51'22", A RADIUS OF 1,014.00', AN ARC LENGTH OF 50.54' ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 50.54', A TANGENT LENGTH OF 25.28', AND A CHORD BEARING OF S56°46'44"W TO A POINT; THENCE S58°12'25"W, ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 306.83' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°53'07", A RADIUS OF 986.91', AN ARC LENGTH OF 49.70' ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 49.69', A TANGENT LENGTH OF 24.86', AND A CHORD BEARING OF S56°45'46"W TO A POINT; THENCE S55°19'05"W, ON

A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 83.49' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 12°10'28", A RADIUS OF 986.00', AN ARC LENGTH OF 209.51' ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 209.12', A TANGENT LENGTH OF 105.15', AND A CHORD BEARING OF S49°13'54"W TO A POINT; THENCE N05°48'52"W, A DISTANCE OF 132.46' TO A POINT; THENCE S85°05'09"W, A DISTANCE OF 46.61' TO A POINT; THENCE N05°35'52"W, A DISTANCE OF 105.07' TO A POINT; THENCE N49°17'46"W, A DISTANCE OF 22.47' TO A POINT; THENCE N00°00'00"E, A DISTANCE OF 521.24' TO A POINT; THENCE N90°00'00"W, A DISTANCE OF 346.79' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 31°25'09", A RADIUS OF 400.00', AN ARC LENGTH OF 219.35', A CHORD LENGTH OF 216.61', A TANGENT LENGTH OF 112.51', AND A CHORD BEARING OF N73°35'37"W TO A POINT; THENCE S89°30'06"W, A DISTANCE OF 98.86' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 51°24'32", A RADIUS OF 165.94', AN ARC LENGTH OF 148.89', A CHORD LENGTH OF 143.95', A TANGENT LENGTH OF 79.88', AND A CHORD BEARING OF S63°14'15"W TO A POINT OF INTERSECTION WITH A WEST LINE OF LOT 75 I.T.; THENCE N02°42'05"W, ON A WEST LINE OF SAID LOT 75 I.T., A DISTANCE OF 316.84' TO A POINT; THENCE N06°19'29"W, ON A WEST LINE OF SAID LOT 75 I.T., A DISTANCE OF 400.00' TO A POINT; THENCE N00°29'49"E, ON A WEST LINE OF SAID LOT 75 I.T., A DISTANCE OF 31.46' TO A POINT; THENCE N08°55'45"E, ON A WEST LINE OF SAID LOT 75 I.T., A DISTANCE OF 42.79' TO A POINT; THENCE N31°36'39"E, ON A NORTHWEST LINE OF SAID LOT 75 I.T., AND A NORTHWEST LINE OF LOT 71 I.T., A DISTANCE OF 1,330.11' TO A POINT; THENCE S55°50'34"E, ON A NORTHEAST LINE OF SAID LOT 71 I.T., A DISTANCE OF 20.02' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 31°35'16", A RADIUS OF 1,146.28', AN ARC LENGTH OF 631.96' ON A NORTHWEST LINE OF SAID LOT 71 I.T., A CHORD LENGTH OF 623.98', A TANGENT LENGTH OF 324.23', AND A CHORD BEARING OF N47°54'51"E TO A POINT; THENCE N63°42'29"E, ON A NORTHWEST LINE OF SAID LOT 71 I.T., A DISTANCE OF 635.85' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 14°28'23", A RADIUS OF 1,432.69', AN ARC LENGTH OF 361.90' ON A NORTH LINE OF SAID LOT 71 I.T., A CHORD LENGTH OF 360.94', A TANGENT LENGTH OF 181.92', AND A CHORD BEARING OF N70°56'41"E, TO A POINT; THENCE N78°10'53"E, ON A NORTH LINE OF SAID LOT 71 I.T., A DISTANCE OF 141.00' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 00°48'27", A RADIUS OF 1,910.00', AN ARC LENGTH OF 26.92' ON A NORTH LINE OF SAID LOT 71 I.T., A CHORD LENGTH OF 26.92', A TANGENT LENGTH OF 13.46', AND A CHORD BEARING OF N77°46'39"E, TO THE NORTHEAST CORNER OF SAID LOT 71 I.T., SAID POINT BEING ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 13; THENCE S00°14'29"W, ON A EAST LINE OF SAID LOT 71 I.T., AND THE EAST LINE OF LOT 14 I.T., SAID LINE BEING THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 822.69' TO A POINT; THENCE S89°45'31"E, A DISTANCE OF 469.63' TO A POINT; THENCE S12°19'13"E, A DISTANCE OF 407.19' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 7,111,440.95 SQUARE FEET OR 163.26 ACRES, MORE OR LESS.

Tuesday, March 12, 2013

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Exhibit G

Renewable Energy System

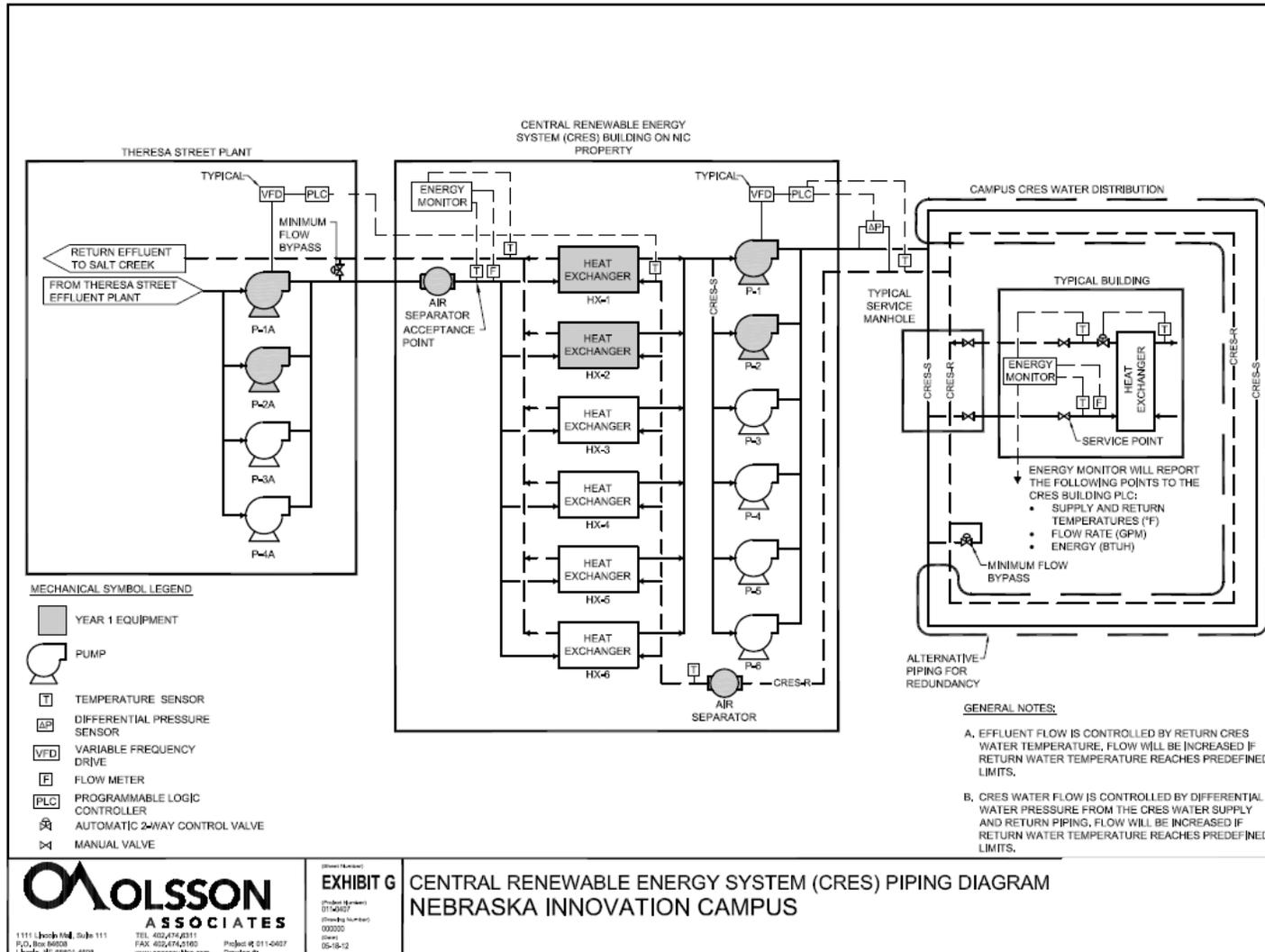
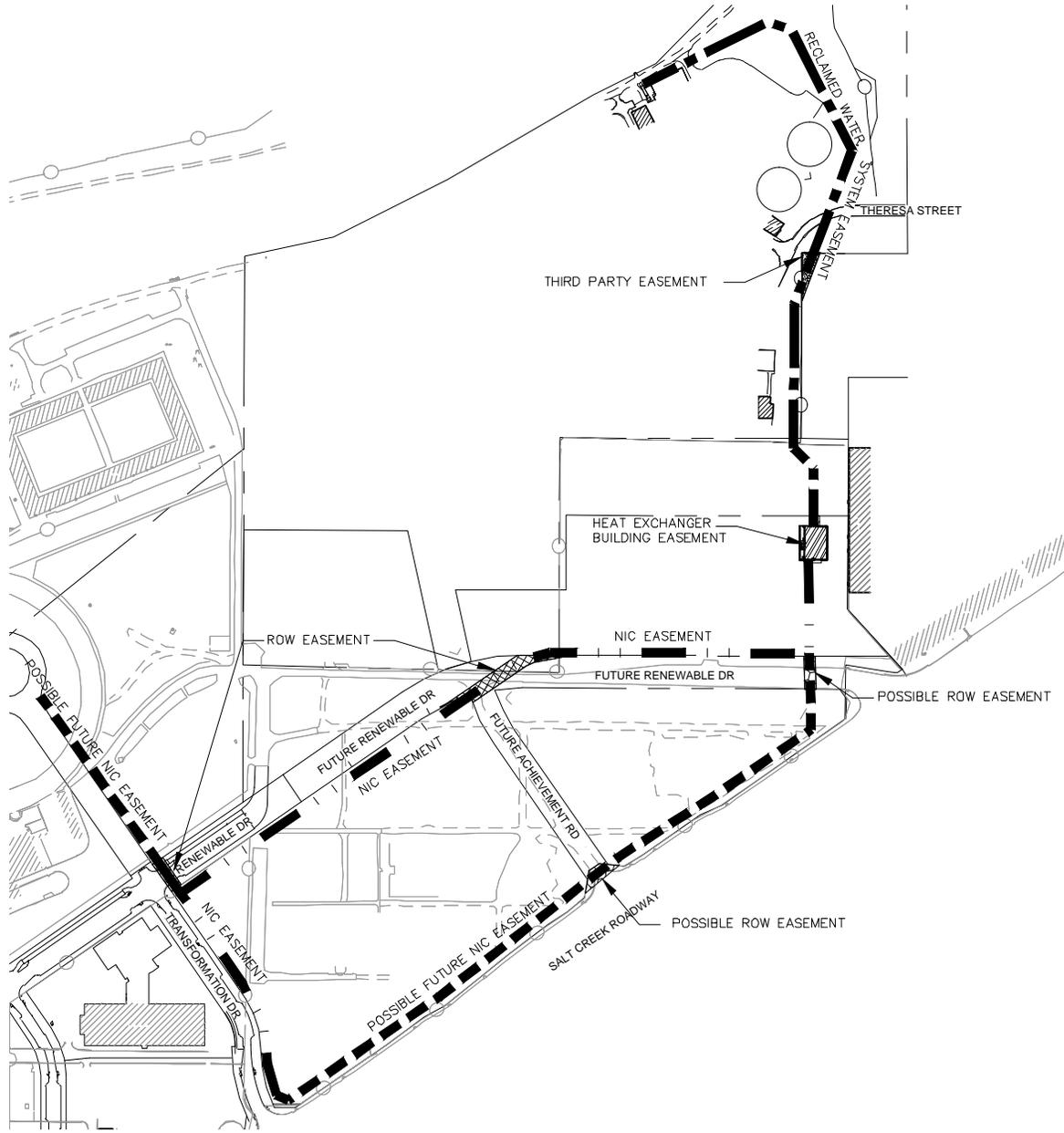
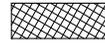
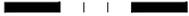
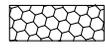


Exhibit H
CRES Easements Map
[See Attached]



LEGEND

-  i. RECLAIMED WATER SYSTEM EASEMENT
-  ii. THIRD PARTY EASEMENT
-  iii. ROW EASEMENT
-  iv. NIC EASEMENT
-  v. HEAT EXCHANGER BUILDING EASEMENT
-  vi. POSSIBLE FUTURE NIC EASEMENT
-  vii. POSSIBLE ROW EASEMENT

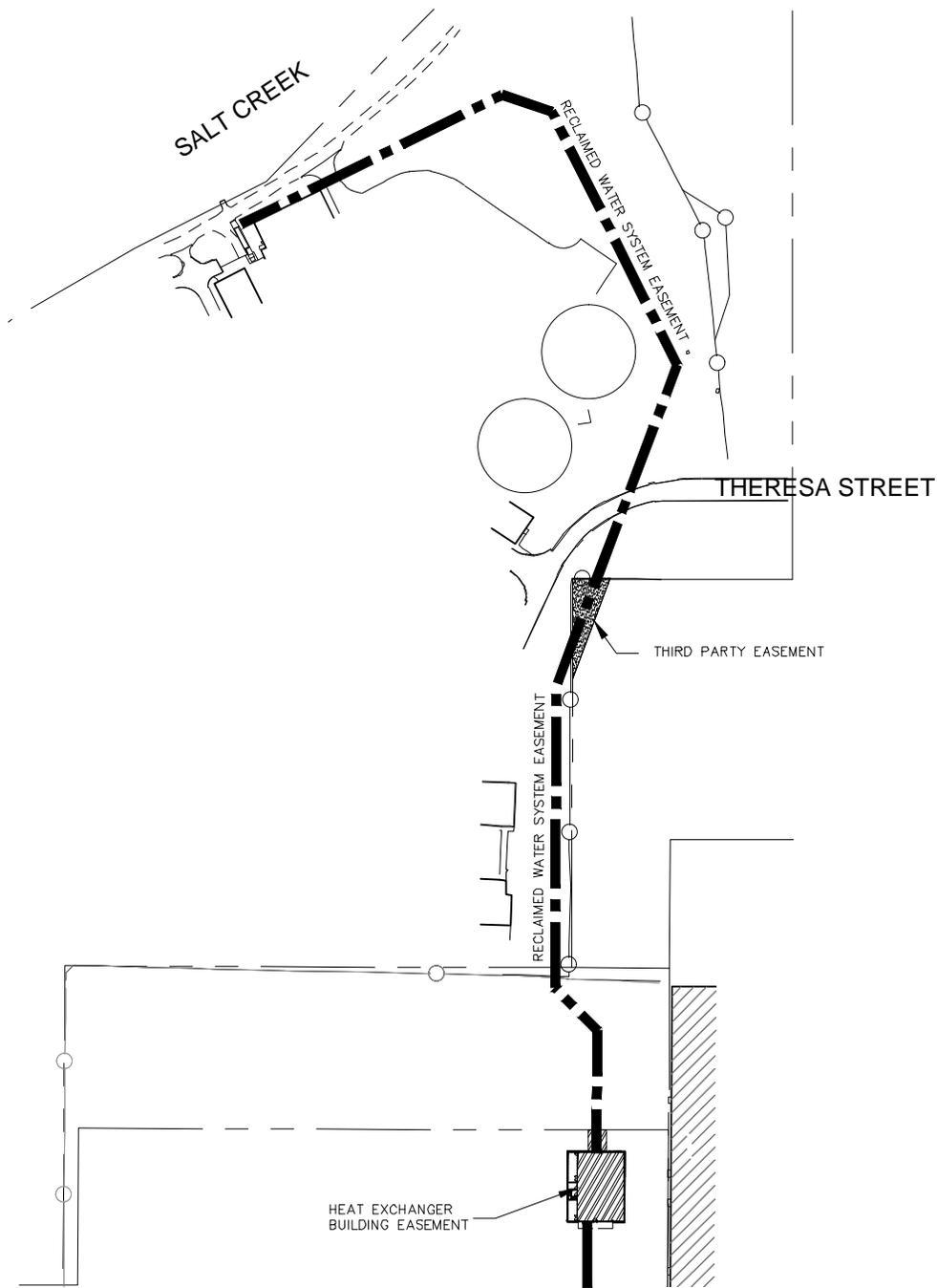
PROJECT NO: D11-0407
 DRAWN BY: JEF
 DATE: 09/11/2013

CRES



1111 Lincoln Mall, Suite 111
 P.O. Box 84608
 Lincoln, NE 68501-4608
 TEL 402.474.6311
 FAX 402.474.5160

EXHIBIT
H



LEGEND

-  i. RECLAIMED WATER SYSTEM EASEMENT
-  ii. THIRD PARTY EASEMENT
-  iii. ROW EASEMENT
-  iv. NIC EASEMENT
-  v. HEAT EXCHANGER BUILDING EASEMENT
-  vi. POSSIBLE FUTURE NIC EASEMENT
-  vii. POSSIBLE ROW EASEMENT



PROJECT NO: D11-0407

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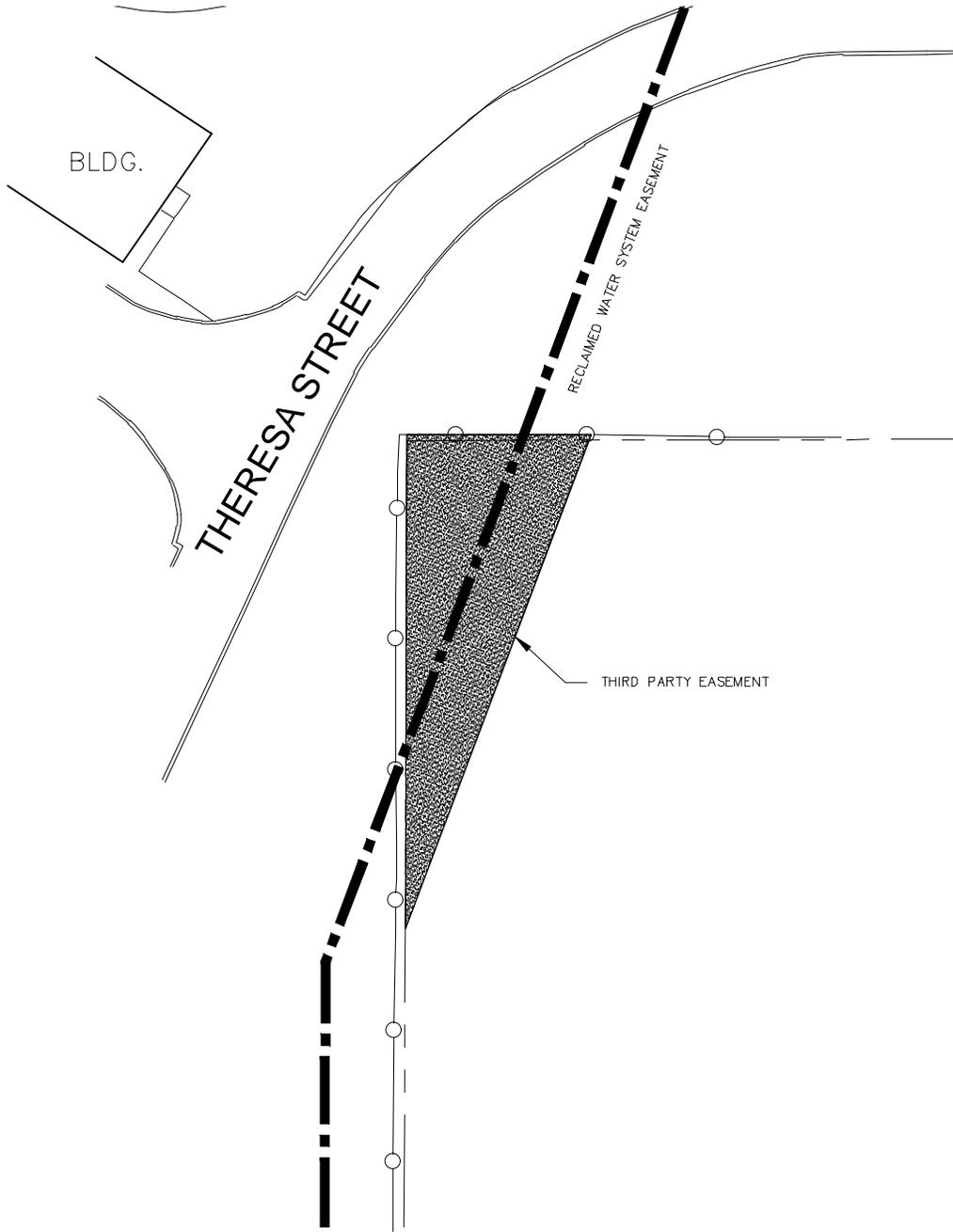
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 P.O. Box 84608
 Lincoln, NE 68501-4608
 TEL 402.474.6311
 FAX 402.474.5160

EXHIBIT

H



LEGEND

-  i. RECLAIMED WATER SYSTEM EASEMENT
-  ii. THIRD PARTY EASEMENT
-  iii. ROW EASEMENT
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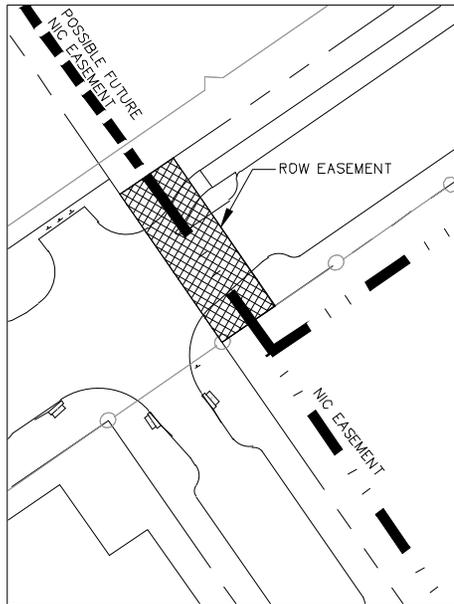
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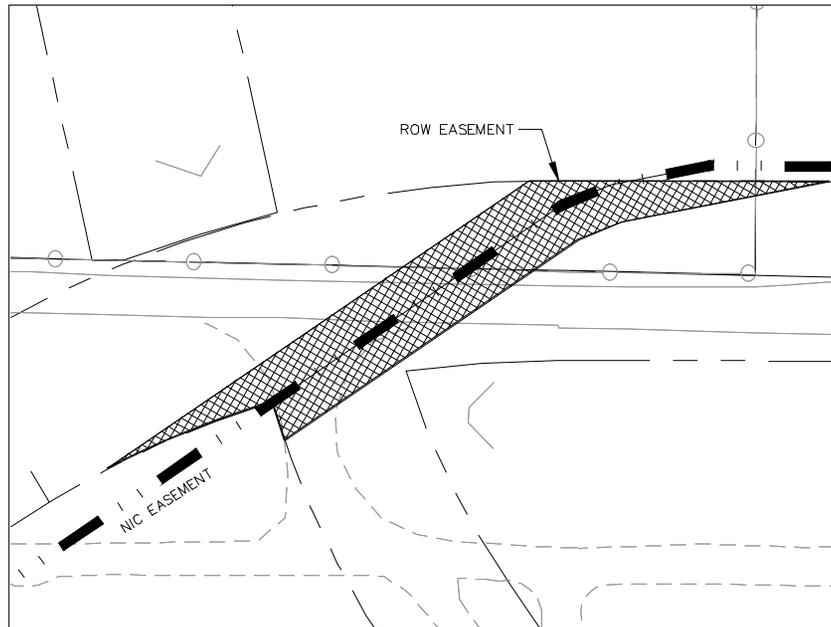
1111 Lincoln Mall, Suite 111
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EXHIBIT

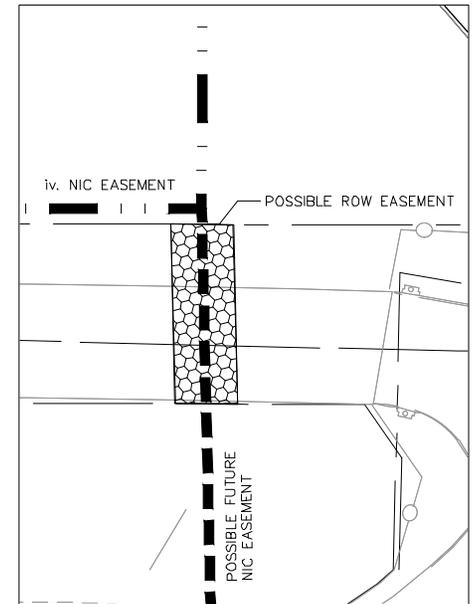
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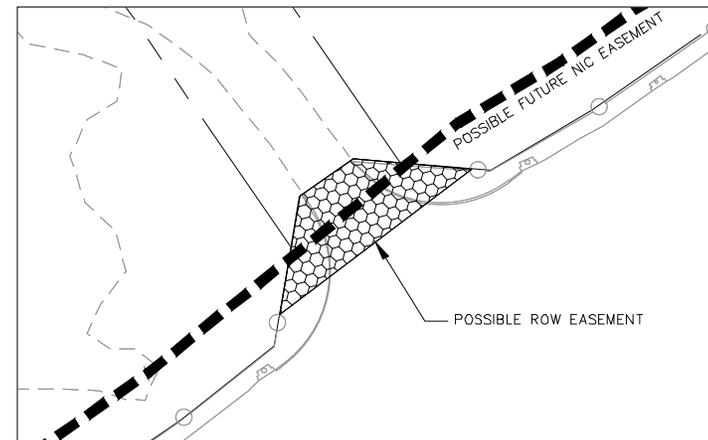
RENEWABLE DR
AND
TRANSFORMATION DR



FUTURE RENEWABLE DR
AND
FUTURE ACHIEVEMENT RD

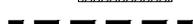


SALT CREEK RDWY
AND
FUTURE RENEWABLE DR



SALT CREEK RDWY AND
FUTURE ACHIEVEMENT RD

LEGEND

-  i. RECLAIMED WATER SYSTEM EASEMENT
-  ii. THIRD PARTY EASEMENT
-  iii. ROW EASEMENT
-  iv. NIC EASEMENT
-  v. HEAT EXCHANGER BUILDING EASEMENT
-  vi. POSSIBLE FUTURE NIC EASEMENT
-  vii. POSSIBLE ROW EASEMENT



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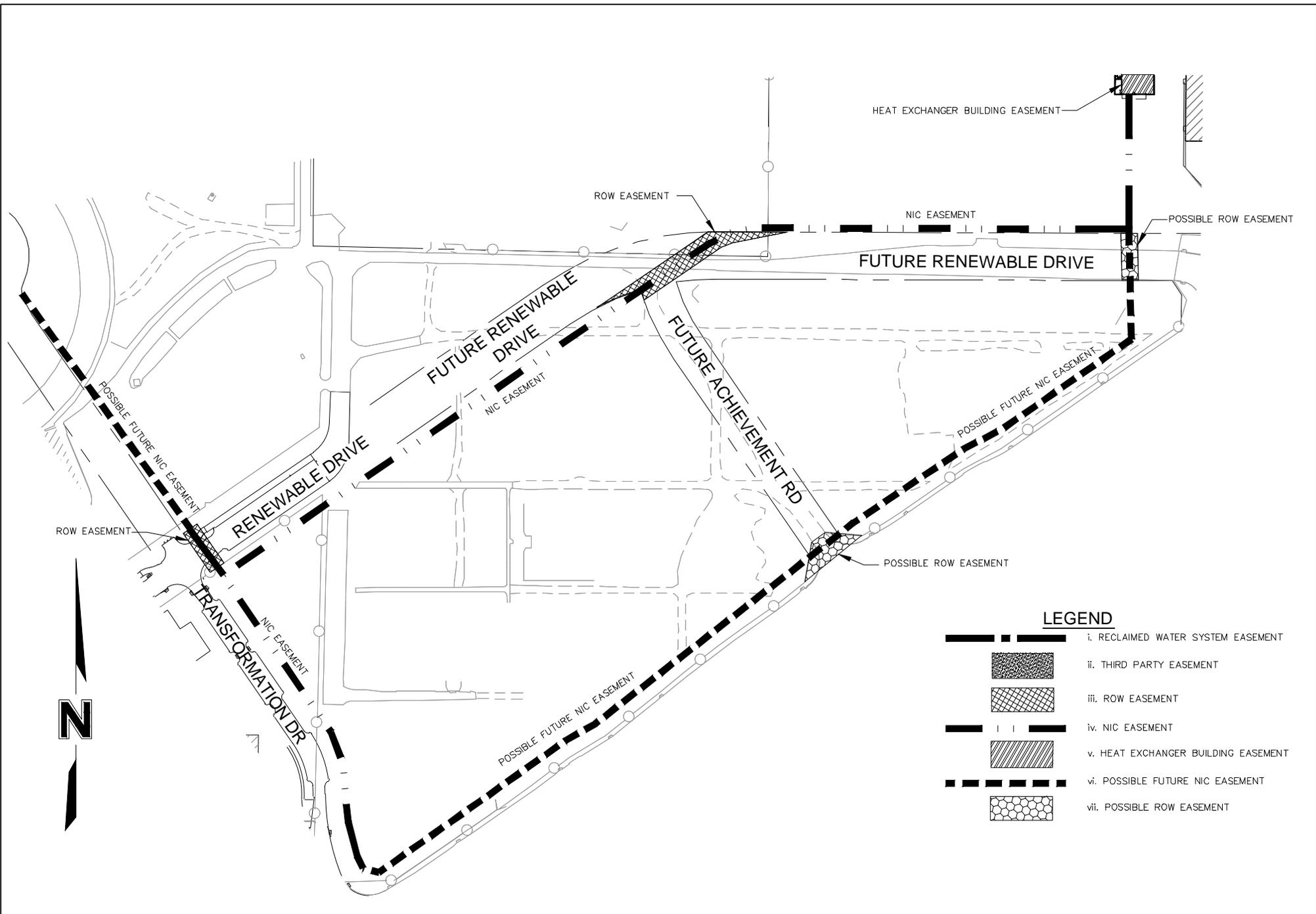
CRES

OLSSON
ASSOCIATES

1111 Lincoln Mall, Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608
TEL 402.474.6311
FAX 402.474.5160

EXHIBIT

H



PROJECT NO: D11-0407
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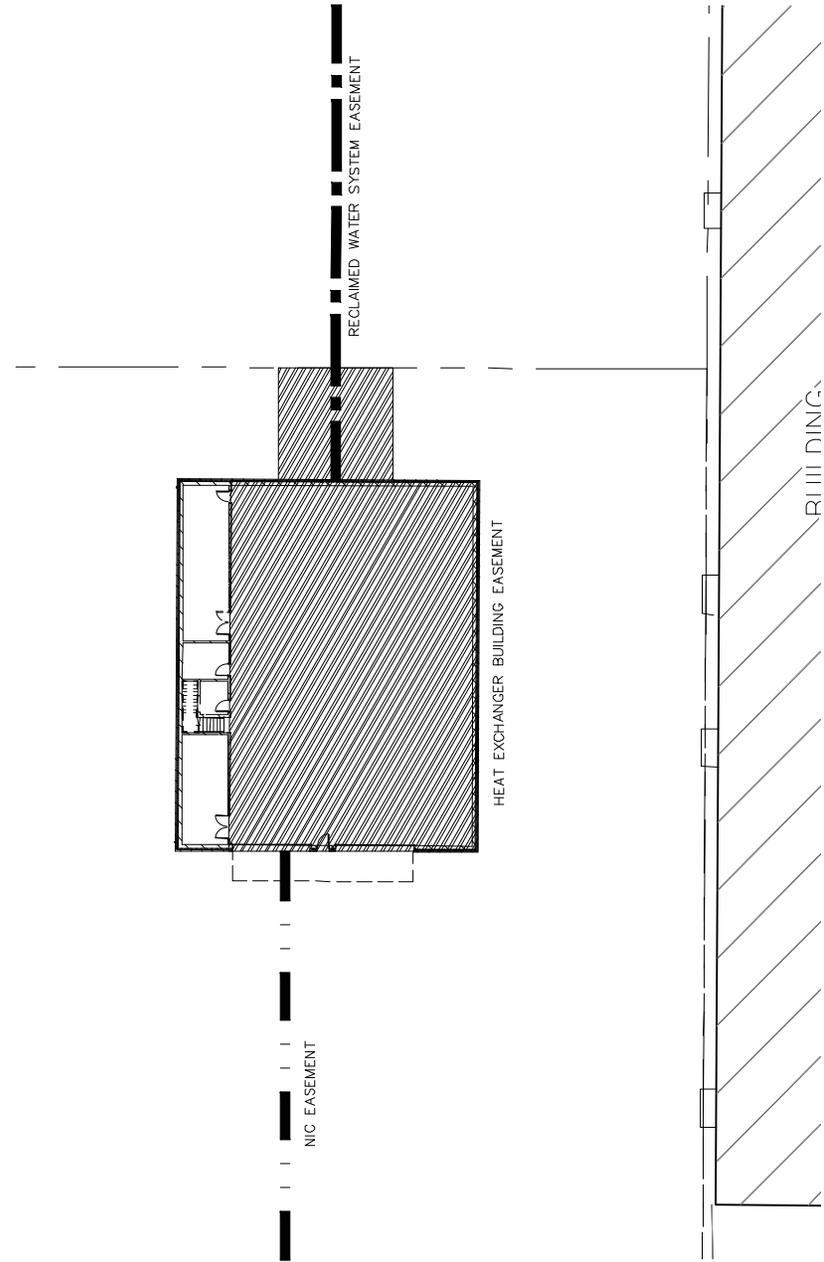
EXHIBIT

H



LEGEND

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 Lincoln, NE 68501-4608
 TEL 402.474.6311
 FAX 402.474.5160

EXHIBIT

H

Exhibit H-1

CRES Easements Form

Return to:

City Attorney
555 South 10th Street
Lincoln, Nebraska 68508
Fax: (402) 441-8812

CRES Easement Agreement

This CRES Easement Agreement (“**Agreement**”) is made as of _____, 2013, by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation and its successors and assigns (“**City**”), and the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate, and its successors and assigns (“**University**”).

The parties agree as follows:

1. Property Ownership. The City is the fee owner of certain real property on which the Lincoln Wastewater System, 2400 Theresa Street, is located in the City of Lincoln, Lancaster County, Nebraska, as the same is more particularly described on Exhibit 1 attached hereto and incorporated herein by reference (the “**City Property**”). The University is the fee owner of certain real property located in the City of Lincoln, Lancaster County, Nebraska, as the same is more particularly described on Exhibit 2 attached hereto and incorporated herein by reference (the “**University Property**”).

2. Easement Premises; Easement for Access and Underground Utilities. The City, as the owner of the City Property and the University, as the owner of the University Property, hereby agree to create, establish, and grant to the [_____] for its benefit and the benefit of its successors, assigns, agents, tenants, employees, visitors, invitees, licensees, and permittees (individually and collectively “**Grantee**”), permanent and nonexclusive easements, that run with the land, in, over and through that portion of the City Property depicted on Exhibit 3 attached hereto and incorporated herein by reference and that portion of the University Property depicted on Exhibit 3 attached hereto and incorporated herein by reference (the “**Easement Premises**”), permitting the full and free access and use of the Easement Premises for the purpose of [constructing, reconstructing, inspecting, maintaining, operating, repairing, and replacing a central renewable energy system and all

associated structures, improvements and infrastructure] (collectively “**CRES**”) (individually referred to as the “**CRES Easement**” and collectively referred to as the “**CRES Easements**”):

3. Conditions. The CRES Easements shall be subject to the following terms and conditions:

- a. Unless the Parties agree otherwise, the following are prohibited uses of the Easement Premises:
 - i. Construction of permanent buildings or improvements that impede the use of the Easement Premises for the CRES;
 - ii. Parking of motorized and non-motorized vehicles on the Easement Premises that is not temporary in nature.
- b. Responsibility for the operation, maintenance, repair and replacement costs of the Easement Premises located upon the City Property [and upon the Heat Exchanger Building Easements that touch and concern the Reclaimed Water Lines] shall rest with the [_____] and no responsibility thereof shall accrue to [_____] or the owner of the [_____] Property by reason of the [_____]’s benefits from the CRES Easements[; provided that the owner of the City Property, or its successors and assigns, at its expense, may make hard surface improvements to the Easement Premises located upon the City Property and may install, maintain, control, manage, operate, repair, replace and update utilities in the Easement Premises located upon the City Property].
- c. Responsibility for the operation, maintenance, repair and replacement costs of the Easement Premises located upon the University Property shall rest with the [_____] and no responsibility thereof shall accrue to the owner of the [_____] Property by reason of the [_____]’s benefits from the CRES Easements[; provided the [_____] shall be responsible for the Heat Exchanger Building Easements that touch and concern the Reclaimed Water Lines; and further provided that, the owner of the University Property, or its successors and assigns, at its expense, may make hard surface improvements to the Easement Premises located upon the University Property and may install, maintain, control, manage, operate, repair, replace and update utilities in the Easement Premises located upon the University Property].
- d. The CRES Easements shall be permanent and shall be appurtenant to and run with the above described Easement Premises for the benefit of the [_____] Property.
- e. The [_____] shall be liable to the [_____] for any damage due to the intentional misuse or negligent use of the Easement Premises by [_____].

4. Ownership. The City warrants that it is the owner of the City Property and has legal authority, right, title and capacity to execute and deliver this Agreement. The University warrants that it is the owner of the University Property and has legal authority, right, title and capacity to execute and deliver this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the City Property and the University Property.

6. Construction. The captions of the paragraphs of this Agreement are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction. All exhibits attached hereto are by reference incorporated in and made a part of this Agreement.

7. 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.

8. Amendment. This Agreement may not be modified, changed or waived orally, but only by an instrument or instruments in writing signed by the parties hereto.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which separately shall be considered an original but all of which together shall be considered one and the same Agreement.

10. Delegation of Authority. The Mayor (or his designee) is authorized on behalf of the City and the Chancellor of the University of Nebraska-Lincoln (or his/her designee) is authorized on behalf of the University to take all necessary or reasonable actions to implement the transactions and agreements contained herein and to make any reasonable amendments hereto.

IN WITNESS WHEREOF this Agreement has been executed as of the date written above.

“City”

City of Lincoln, Nebraska, a municipal corporation

By: _____
Chris Beutler, Mayor

Attest:

By: _____
City Clerk

Exhibit 1
City Property

**LEGAL DESCRIPTION
THERESA STREET SITE**

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 104 I.T., AND A PORTION OF LOT 105 I.T., ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 6 EAST, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 105 I.T.; THENCE NORTHERLY ON THE WEST LINE OF SAID NORTHEAST QUARTER, SAID LINE BEING THE WEST LINE OF SAID LOT 105 I.T., ON AN ASSUMED BEARING OF N00°14'29"E, A DISTANCE OF 386.84' TO **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING N00°14'29"E ALONG SAID LINE, A DISTANCE OF 787.45' TO THE A NORTHWEST CORNER OF SAID LOT 105 I.T.; THENCE N78°14'49"E, ON A NORTH LINE OF SAID LOT 105 I.T., A DISTANCE OF 259.90' TO A POINT; THENCE N63°10'49"E, ON A NORTH LINE OF SAID LOT 105 I.T., A DISTANCE OF 365.40' TO A POINT; THENCE N59°57'39"E, ON A NORTH LINE OF SAID LOT 105 I.T., A DISTANCE OF 485.00' TO A POINT; THENCE N63°07'59"E, ON A NORTH LINE OF SAID LOT 105 I.T., A DISTANCE OF 200.80' TO A POINT; THENCE N44°04'29"E, ON A NORTH LINE OF SAID LOT 105 I.T., A DISTANCE OF 380.90' TO A POINT; THENCE N28°09'29"E, ON A NORTH LINE OF SAID LOT 105 I.T., A DISTANCE OF 315.00' TO THE NORTHWEST CORNER OF SAID LOT 105 I.T.; THENCE S88°33'11"E, ON THE NORTH LINE OF SAID LOT 105 I.T., A DISTANCE OF 314.50' TO THE NORTHEAST CORNER OF SAID LOT 105 I.T.; THENCE S00°19'19"W, ON A EAST LINE OF SAID LOT 105 I.T., A DISTANCE OF 983.50' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 22°53'19", A RADIUS OF 771.40', AN ARC LENGTH OF 308.16' ON A SOUTH LINE OF SAID LOT 105 I.T., A CHORD LENGTH OF 306.11', A TANGENT LENGTH OF 156.16', AND A CHORD BEARING OF S80°15'03"W TO A POINT; THENCE S00°15'18"W, ON A EAST LINE OF SAID LOT 105 I.T., A DISTANCE OF 583.92' TO A SOUTHEAST CORNER OF SAID LOT 105 I.T., SAID POINT BEING ON THE NORTH LINE OF LOT 104 I.T.; THENCE S89°47'30"E, ON THE NORTH LINE OF SAID LOT 104 I.T., A DISTANCE OF 134.29' TO THE NORTHEAST CORNER OF SAID LOT 104 I.T.; THENCE S00°16'51"W, ON A EAST LINE OF SAID LOT 104 I.T., A DISTANCE OF 222.04' TO A POINT; THENCE N89°47'43"W, A DISTANCE OF 808.09' TO A POINT; THENCE S00°18'27"W, A DISTANCE OF 214.71' TO A POINT; THENCE N90°00'00"W, A DISTANCE OF 316.02' TO A POINT; THENCE S12°19'13"E, A DISTANCE OF 208.59' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 08°04'02", A RADIUS OF 600.00', AN ARC LENGTH OF 84.48', A CHORD LENGTH OF 84.41', A TANGENT LENGTH OF 42.31', AND A CHORD BEARING OF S72°45'44"W TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, SAID POINT BEING ON THE SOUTH LINE OF LOT 105 I.T.; THENCE N88°40'15"W, ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, SAID LINE BEING THE SOUTH LINE OF SAID LOT 105 I.T., A DISTANCE OF 16.36' TO A POINT; THENCE N12°19'13"W, A DISTANCE OF 407.19' TO A POINT; THENCE N89°45'31"W, A DISTANCE OF 469.63' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 2,281,727.26 SQUARE FEET OR 52.38 ACRES, MORE OR LESS.

Exhibit 2
University Property

**LEGAL DESCRIPTION
NEBRASKA INNOVATION CAMPUS PARCEL**

A TRACT OF LAND COMPOSED OF OUTLOTS "D", "E", AND "F", ANTELOPE VALLEY 1ST ADDITION, LOTS 14 I.T., 15 I.T., 45 I.T., 71 I.T., AND 80 I.T., A PORTION OF LOTS 75 I.T., 104 I.T., AND 105 I.T., ALL LOCATED IN THE SECTION 13, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 105 I.T.; THENCE EASTERLY ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, SAID LINE BEING THE SOUTH LINE OF SAID LOT 105 I.T. ON AN ASSUMED BEARING OF S88°40'15"E, A DISTANCE OF 558.29' TO **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING S88°40'15"E ALONG SAID LINE, A DISTANCE OF 16.36' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 08°04'02", A RADIUS OF 600.00', AN ARC LENGTH OF 84.48', A CHORD LENGTH OF 84.41', A TANGENT LENGTH OF 42.31', AND A CHORD BEARING OF N72°45'44"E TO A POINT; THENCE N12°19'13"W, A DISTANCE OF 208.59' TO A POINT; THENCE N90°00'00"E, A DISTANCE OF 316.02' TO A POINT; THENCE N00°18'27"E, A DISTANCE OF 214.71' TO A POINT; THENCE S89°47'43"E, A DISTANCE OF 808.09' TO A POINT OF INTERSECTION WITH A EAST LINE OF LOT 104 I.T.; THENCE S00°16'51"W, ON A EAST LINE OF SAID LOT 104 I.T., A DISTANCE OF 267.23' TO A POINT; THENCE S42°08'27"E, ALONG A NORTHEAST LINE OF SAID LOT 104 I.T., A DISTANCE OF 232.44' TO A POINT OF INTERSECTION WITH A NORTHWEST LINE OF LOT 80 I.T.; THENCE N55°23'08"E, ON A NORTHWEST LINE OF SAID LOT 80 I.T., A DISTANCE OF 870.55' TO THE NORTHEAST CORNER OF SAID LOT 80 I.T., SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTH 27TH STREET; THENCE S00°16'51"W, ON THE EAST LINE OF SAID LOT 80 I.T., SAID LINE BEING THE WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 46.27' TO THE SOUTHEAST CORNER OF SAID LOT 80 I.T., SAID POINT BEING ON A NORTHWEST RIGHT-OF-WAY LINE OF SALT CREEK ROADWAY; THENCE S55°21'51"W, ALONG A SOUTHEAST LINE OF SAID LOT 80 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 59.82' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 17°07'33", A RADIUS OF 140.00', AN ARC LENGTH OF 41.85' ON A SOUTHEAST LINE OF SAID LOT 80 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 41.69', A TANGENT LENGTH OF 21.08', AND A CHORD BEARING OF S64°02'49"W TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 17°17'37", A RADIUS OF 159.97', AN ARC LENGTH OF 48.28' ON A SOUTHEAST LINE OF SAID LOT 80 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 48.10', A TANGENT LENGTH OF 24.33', AND A CHORD BEARING OF S63°57'54"W TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 80 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 632.42' TO THE NORTHEAST CORNER OF OUTLOT "F", ANTELOPE VALLEY 1ST ADDITION; THENCE S55°36'17"W, ON A SOUTHEAST LINE OF SAID OUTLOT "F", SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 279.51' TO THE

SOUTHWEST CORNER OF SAID OUTLOT "F", SAID POINT BEING A SOUTH CORNER OF LOT 45 I.T.; THENCE S48°28'34"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 11.70' TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 418.48' TO A POINT; THENCE S64°30'55"W, ALONG A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 68.83' TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 200.54' TO A POINT; THENCE S59°07'59"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 61.80' TO THE NORTHEAST CORNER OF OUTLOT "E", ANTELOPE VALLEY 1ST ADDITION; THENCE S50°59'27"W, ALONG A SOUTHEAST LINE OF SAID OUTLOT "E", SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 145.76' TO THE SOUTHWEST CORNER OF SAID OUTLOT "E", SAID POINT BEING A SOUTH CORNER OF LOT 45 I.T.; THENCE S51°30'17"W, ON A SOUTHEAST LINE OF LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 61.79' TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 68.70' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 04°00'00", A RADIUS OF 2,052.46', AN ARC LENGTH OF 143.29' ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 143.26', A TANGENT LENGTH OF 71.67', AND A CHORD BEARING OF S53°19'08"W, TO A POINT; THENCE S51°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 232.35' TO A POINT; THENCE S60°35'31"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 68.27' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 03°54'54", A RADIUS OF 1,936.64', AN ARC LENGTH OF 132.33' ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 132.30', A TANGENT LENGTH OF 66.19', AND A CHORD BEARING OF S53°20'27"W TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., AND A SOUTHEAST LINE OF OUTLOT "D", ANTELOPE VALLEY 1ST ADDITION, SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 470.85' TO A POINT; THENCE S38°22'22"W, ON A SOUTHEAST LINE OF SAID OUTLOT "D", SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 51.46' TO THE SOUTHWEST CORNER OF SAID OUTLOT "D", SAID POINT BEING A SOUTHEAST CORNER OF LOT 75 I.T.; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 910.12' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°51'22", A RADIUS OF 1,014.00', AN ARC LENGTH OF 50.54' ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 50.54', A TANGENT LENGTH OF 25.28', AND A CHORD BEARING OF S56°46'44"W TO A POINT; THENCE S58°12'25"W, ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 306.83' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°53'07", A RADIUS OF 986.91', AN ARC LENGTH OF 49.70' ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 49.69', A TANGENT LENGTH OF

24.86', AND A CHORD BEARING OF S56°45'46"W TO A POINT; THENCE S55°19'05"W, ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 83.49' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 12°10'28", A RADIUS OF 986.00', AN ARC LENGTH OF 209.51' ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 209.12', A TANGENT LENGTH OF 105.15', AND A CHORD BEARING OF S49°13'54"W TO A POINT; THENCE N05°48'52"W, A DISTANCE OF 132.46' TO A POINT; THENCE S85°05'09"W, A DISTANCE OF 46.61' TO A POINT; THENCE N05°35'52"W, A DISTANCE OF 105.07' TO A POINT; THENCE N49°17'46"W, A DISTANCE OF 22.47' TO A POINT; THENCE N00°00'00"E, A DISTANCE OF 521.24' TO A POINT; THENCE N90°00'00"W, A DISTANCE OF 346.79' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 31°25'09", A RADIUS OF 400.00', AN ARC LENGTH OF 219.35', A CHORD LENGTH OF 216.61', A TANGENT LENGTH OF 112.51', AND A CHORD BEARING OF N73°35'37"W TO A POINT; THENCE S89°30'06"W, A DISTANCE OF 98.86' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 51°24'32", A RADIUS OF 165.94', AN ARC LENGTH OF 148.89', A CHORD LENGTH OF 143.95', A TANGENT LENGTH OF 79.88', AND A CHORD BEARING OF S63°14'15"W TO A POINT OF INTERSECTION WITH A WEST LINE OF LOT 75 I.T.; THENCE N02°42'05"W, ON A WEST LINE OF SAID LOT 75 I.T., A DISTANCE OF 316.84' TO A POINT; THENCE N06°19'29"W, ON A WEST LINE OF SAID LOT 75 I.T., A DISTANCE OF 400.00' TO A POINT; THENCE N00°29'49"E, ON A WEST LINE OF SAID LOT 75 I.T., A DISTANCE OF 31.46' TO A POINT; THENCE N08°55'45"E, ON A WEST LINE OF SAID LOT 75 I.T., A DISTANCE OF 42.79' TO A POINT; THENCE N31°36'39"E, ON A NORTHWEST LINE OF SAID LOT 75 I.T., AND A NORTHWEST LINE OF LOT 71 I.T., A DISTANCE OF 1,330.11' TO A POINT; THENCE S55°50'34"E, ON A NORTHEAST LINE OF SAID LOT 71 I.T., A DISTANCE OF 20.02' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 31°35'16", A RADIUS OF 1,146.28', AN ARC LENGTH OF 631.96' ON A NORTHWEST LINE OF SAID LOT 71 I.T., A CHORD LENGTH OF 623.98', A TANGENT LENGTH OF 324.23', AND A CHORD BEARING OF N47°54'51"E TO A POINT; THENCE N63°42'29"E, ON A NORTHWEST LINE OF SAID LOT 71 I.T., A DISTANCE OF 635.85' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 14°28'23", A RADIUS OF 1,432.69', AN ARC LENGTH OF 361.90' ON A NORTH LINE OF SAID LOT 71 I.T., A CHORD LENGTH OF 360.94', A TANGENT LENGTH OF 181.92', AND A CHORD BEARING OF N70°56'41"E, TO A POINT; THENCE N78°10'53"E, ON A NORTH LINE OF SAID LOT 71 I.T., A DISTANCE OF 141.00' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 00°48'27", A RADIUS OF 1,910.00', AN ARC LENGTH OF 26.92' ON A NORTH LINE OF SAID LOT 71 I.T., A CHORD LENGTH OF 26.92', A TANGENT LENGTH OF 13.46', AND A CHORD BEARING OF N77°46'39"E, TO THE NORTHEAST CORNER OF SAID LOT 71 I.T., SAID POINT BEING ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 13; THENCE S00°14'29"W, ON A EAST LINE OF SAID LOT 71 I.T., AND THE EAST LINE OF LOT 14 I.T., SAID LINE BEING THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 822.69' TO A POINT; THENCE S89°45'31"E, A DISTANCE OF 469.63' TO A POINT; THENCE S12°19'13"E, A DISTANCE OF 407.19' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 7,111,440.95 SQUARE FEET OR 163.26 ACRES, MORE OR LESS.

Tuesday, March 12, 2013

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Exhibit 3
Easement Premises

[To be completed with applicable legal description as set forth below.]

- i. Reclaimed Water System Easements. The City hereby grants and/or reserves and/or creates in writing to the University for its benefit and the benefit of its successors, assigns, agents, tenants, employees, visitors, invitees, licensees, and permittees permanent and nonexclusive easements, that runs with the land, in, over and through that portion of the Theresa Street Site as described below for the purpose of access, constructing, inspecting, maintaining, controlling, managing, operating, repairing, replacing and updating (“**Maintaining**”) the Renewable Energy System and all associated structures, improvements and infrastructure thereto (“**Reclaimed Water System Easements**”):

(insert legal descriptions upon completion of the Construction Documents)

- ii. Third Party Easements. Subject to the Parties’ approval of the Construction Documents, the City may need to acquire easements through the west portion of the adjacent real property for the City Reclaimed Supply Lines (“**Third Party Easements**”) as generally described in Exhibit “H”. In the event the Third Party Easements are acquired by the City, then the City hereby grants and/or reserves and/or creates in writing to the University for its benefit and the benefit of its successors, assigns, agents, tenants, employees, visitors, invitees, licensees, and permittees permanent and nonexclusive easements, that runs with the land, in, over and through the Third Party Easements as described below for the purpose of Maintaining the Renewable Energy System and all associated structures, improvements and infrastructure thereto and such Third Party Easements shall become part of the Reclaimed Water System Easements :

(insert legal descriptions upon completion of the Construction Documents)

- iii. ROW Easements. The City hereby grants and/or reserves and/or creates in writing to the University for its benefit and the benefit of its successors, assigns, agents, tenants, employees, visitors, invitees, licensees, and permittees permanent and nonexclusive easements, that runs with the land, in, over and through that portion of the City’s public right of ways granted or dedicated and located within NIC as described below for the purpose of access, constructing, inspecting, Maintaining and replacing the Renewable Energy System and all associated structures, improvements and infrastructure thereto (“**ROW Easements**”):

(insert legal descriptions upon completion of the Construction Documents)

- iv. NIC Easements. The University hereby grants and/or reserves and/or creates in writing for its benefit and the benefit of its successors, assigns, agents, tenants, employees, visitors, invitees, licensees, and permittees permanent and nonexclusive easements, that runs with the land, in, over and through NIC as described below for the purpose of access, constructing, inspecting, Maintaining and replacing the Renewable Energy System and all associated structures, improvements and infrastructure thereto (“**NIC Easements**”):

(insert legal descriptions upon completion of the Construction Documents)

- v. Heat Exchanger Building Easements. The University hereby grants and/or reserves and/or creates in writing to the City for its benefit and the benefit of its successors, assigns, agents, tenants, employees, visitors, invitees, licensees, and permittees permanent and nonexclusive easements, that runs with the land, in, over and through the Heat Exchanger Building located upon that portion of NIC described below for the purpose of access, constructing, inspecting, Maintaining and replacing the Reclaimed Water Line System located within the Heat Exchanger Building located upon NIC and all associated structures, improvements and infrastructure thereto (“**Heat Exchanger Building Easements**”):

(insert legal descriptions upon completion of the Construction Documents)

Exhibit I
Pro-forma

Exhibit J

Example Calculation of the CRES Revenues

(1) Revenues - (2) University's Operating Expenses - (3) City's Operating Expenses - (4) Total Debt Service – (5) Repayments = (6) Net Cash Flow and then Annual Payment = (Net Cash Flow x thirty-three and a third percent (33.3%)) + City's Operating Expenses.

Example Billing Calculation

The following Reclaimed Water flow and temperature meter readings (Column 1, 2 & 3) are recorded (in a computer) over a 10 minute period:

Column 1	Column 2	Column 3	Column 4	Column 5
Effluent Flow Volume Flow in one minute (cubic feet or CF)	Heat Exchanger Inlet Temperature (°F)	Heat Exchanger Outlet Temperature (°F)	Absolute Value of Temperature Difference (°F)	Energy Transferred (column 1 x column 4) ΣEU (CF °F)
8,000	60	80	20	160,000
8,100	60	75	15	121,500
8,150	60	70	10	81,500
8,000	80	60	20	160,000
8,100	75	60	15	121,500
8,150	60	70	10	81,500
8,000	60	80	20	160,000
8,100	60	75	15	121,500
8,150	60	70	10	81,500
Total for period =				1,089,000

The difference between Column 2 and Column 3 is recorded in Column 4 as an absolute value (e.g., this value is always recorded as a positive number). Column 1 is then multiplied by Column 4 to arrive at a total of value of Energy Transferred (in this example in units of CF °F) during that minute. The ΣEU (total Energy Transferred) during the 10 minute period is 1,089,000 CF°F.

Convert the energy transfer for the 10 minute period illustrated in the example to billing units (MMBTU's) as follows:

$$1,089,000 \text{ CF}^\circ\text{F} \times 62.4 \text{ pds. Per CF} = 67,953,600/1,000,000 = 67.95 \text{ MMBTUs}$$

Determination of Billing Amount

Electric Power: $67.95 \text{ MMBTU} \times \$10.403 \text{ (LESR)} = \706.88

Natural Gas: $67.95 \text{ MMBTU} \times \$7.50 \text{ (BPR)} = \$509.63$

Calculating Future Rate Adjustments

Where:

EP = Energy Price = Revenue

BPR = Current monthly rate in dollars per MMBTU based on the local “Small Volume Commercial Industrial” natural gas rate customers (or equivalent).

LESR = \$10.403 per MMBTUs, which is agreed to be the Base Lincoln Electric System equivalent rate. The development of such rate is based on the local “Large Light and Power - Secondary” electrical rate (or equivalent) including monthly customer charges, demand charge and energy charge.

ER = The Lincoln Electric Energy Charge rate in dollars per kWh for the month in which energy was transferred.

ER_{Base} = The Lincoln Electric System Large Light and Power Secondary Energy Charge rate in dollars per kWh for 2012, which is agreed to be equal to \$0.0285 per kWh.

Price Adjustment – Electric Power Rate The Adjustment Factor (AF_n) for the purchase price shall be applied to the LESR (LES equivalent rate), and shall be adjusted effective January 1st of each calendar year thereafter, or on the effective date of an approved rate increase.

Post Rate Increase Energy Transfer Revenue is calculated as follows: Assume the electric energy rate for the month of the calculation is ER = \$0.0356 per kWh.

The Adjustment Factor (AF_n) for Calendar Year “n” will be the value determined based on $AF_n = ER / ER_{Base}$ where n is the difference between the base year (ER_{Base}) and ER is the current energy charge rate in dollars per kWh for the current month of the computation (e.g., to determine the value of the rate applicable $AF_n = ER / ER_{Base} = 0.0356 / 0.0285 = 1.2491$ AF_n (rounded value).

Application of Adjustment Factor

To determine the rate applied to monthly customer billing for energy transferred during the period of June 1st through September 30th when there has been an increase in the Large Light and Power Secondary Energy Rate (ER) multiply LESR by the AF_n (e.g., to determine billing rate $LESR \times AF_n = \$10.403 \times 1.2491 = \12.99 per MMBTUs).

Price Adjustment – Natural Gas Rate

Monthly customer billing for energy transferred during the period of October 1st through May 31st is determined by the prevailing monthly rate for “Small Volume Commercial Industrial” customers.

To calculate the monthly customer billing rate multiply the BPR energy rate per therm (ccf) times ten to determine the cost per MMBTU (e.g. $\$0.75/\text{ccf} \times 10 = \$7.50/\text{MMBTU}$)

Exhibit K

Uses and Sources of Funds

[See Attached]

Centralized Renewable Energy System (C.R.E.S.) - Non-Redundant Loop

USES & SOURCES OF FUNDS

USES			Sources				
#	Description	Total Cost	QECB	Tax Exempt	Taxable	Equity	Total Sources of Funds
1	Theresa St. Effluent Plant	\$3,300,000	\$3,300,000				\$3,300,000
2	C.R.E.S. Heat Exchanger Building	\$3,700,000	\$700,000			\$3,000,000	\$3,700,000
3	C.R.E.S. Supply Loop	\$1,900,000	\$1,000,000			\$900,000	\$1,900,000
4	General Conditions	\$600,000				\$600,000	\$600,000
5	Contingency	\$700,000				\$700,000	\$700,000
6	Construction Fee	\$300,000				\$300,000	\$300,000
7	Design Fees	\$900,000				\$900,000	\$900,000
8	Pre-Development Costs	\$100,000				\$100,000	\$100,000
9	Development Fees	\$500,000				\$500,000	\$500,000
10	Total Sources	\$12,000,000	\$5,000,000			\$7,000,000	\$12,000,000

check

TRUE

EXHIBIT L

Acknowledgement of Completion

Dated: _____, 201__

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned certifies, represents and warrants to the City of Lincoln, Nebraska, the conclusive determination and certification with regard to the following:

The Control Building, Reclaimed Water Lines and Heat Exchanger Building, located on the real estate legally described as:

[INSERT LEGAL DESCRIPTION FOR THE NIC SERVICE AREA and THERESA STREET SITE], Lincoln, Lancaster County, Nebraska,

that the required Control Building, Reclaimed Water Lines and Heat Exchanger Building to be constructed upon the above described property has been substantially completed in accordance with the requirements of the Renewable Energy System Agreement, dated the ____ day of _____, 2013, and recorded as Instrument No. _____ in the office of the Register of Deeds of Lancaster County, Nebraska (“Agreement”). Any defined term herein shall have the meaning as defined in the Agreement.

Executed by the University this ____ day of _____, 2013.

“University”

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

By: _____

James B. Milliken, President

Attest

By: _____

Carmen K. Maurer, Corporation Secretary

STATE OF NEBRASKA)

) ss.

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by James B. Milliken, President of the **Board of Regents of the University of Nebraska**, a public body corporate, on behalf of the public body corporate.

(Seal)

Notary Public

ACCEPTED by the City of Lincoln, Nebraska, this ____ day of _____, 201__.

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation

City Clerk

By: _____
Chris Beutler, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by Chris Beutler, Mayor of the City of Lincoln.

Notary Public

Exhibit M

Timeline

[See Attached]

Exhibit N

Intentionally Deleted

Exhibit O

INSURANCE REQUIREMENTS
FOR ALL CITY CONTRACTS

1. **GENERAL PROVISIONS**

A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

C. **Occurrence Basis Coverage.** All insurance shall be provided on an *occurrence basis* and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.

D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.

E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific

endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.

F. **Terminology.** The terms “insurance,” “insurance policy,” or “coverage” as used in this article are used interchangeably and shall have the same meaning as “insurance” unless the context clearly requires otherwise. References to “ISO®” forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. **INSURANCE REQUIREMENTS**

A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor’s operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers’ compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

B. **Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor’s employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in

all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

(1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted

- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

F. Umbrella or Excess Insurance. The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.

G. City included as Insured on Contractor's Policy – Endorsements required. The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the

coverages required in this “Section 2A Insurance Requirements,” except for applicable Worker’s Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. CONTRACTOR’S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE

A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:

(1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney’s fees and costs arising out of or related to the Contract or the Contractor’s activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney’s fees and costs:

- is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
- is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

(2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of the employer under Worker’s Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

C. The obligations of indemnification herein shall not include or extend to:

(1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and

(2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.

D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.

B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.

B. In the event the City receives a claim or otherwise has actual knowledge of any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.

C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.

D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

Approved by City Law Department, April 1, 2005

Exhibit P

Memorandum

MEMORANDUM OF CENTRAL RENEWABLE ENERGY SYSTEM AGREEMENT

THIS MEMORANDUM OF CENTRAL RENEWABLE ENERGY SYSTEM AGREEMENT (“**Memorandum**”) is made and entered into as of the date of execution hereof by the last signatory hereto as indicated below (“**Effective Date**”) by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation in the State of Nebraska (“**City**”); and the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate and governing body of the University of Nebraska-Lincoln and its successors and assigns (“**University**”).

A. Renewable Energy System Agreement. The City and the University have entered into that certain Renewable Energy System Agreement, dated as of this even date, describing renewable energy system being made by the University in the NIC Service Area on real estate owned by the University and the City improvements being made to real property owned by the City and legally described in Exhibit “1”.

B. Remaining Terms. The rest and remaining terms of the Renewable Energy System Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Renewable Energy System Agreement may be inspected at the office of the City Clerk of Lincoln, Nebraska.

C. Inquiries. Further inquiries regarding this Memorandum may be made to the following parties:

If to the City:

Mayor
555 South 10th Street
Lincoln, Nebraska 68508

With a copy to: City Attorney
555 South 10th Street
Lincoln, Nebraska 68508

If to the University: Board of Regents of the University of Nebraska
c/o The University of Nebraska—Lincoln
Chancellor's Office
201 Canfield Administration
Lincoln, Nebraska 68588

With a copy to: University General Counsel
3835 Holdrege Street, Suite 201
Lincoln, NE 68583-0745
Fax: (402) 472-2038

or at such other address with respect to either party as that party may from time to time designate in writing and notify the other as provided in this Section.

[SIGNATURE PAGES TO FOLLOW]

Executed by the City this ____ day of _____, 2013.

“City”

CITY OF LINCOLN, NEBRASKA, a municipal corporation

By: _____
Chris Beutler, Mayor

Attest

By: _____
City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Chris Beutler, Mayor of the **City of Lincoln**, a municipal corporation, on behalf of the municipal corporation.

(Seal)

Notary Public

Executed by the University this ____ day of _____, 2013.

“University”

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

By: _____

James B. Milliken, President

Attest

By: _____

Carmen K. Maurer, Corporation Secretary

STATE OF NEBRASKA)

) ss.

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by James B. Milliken, President of the **Board of Regents of the University of Nebraska**, a public body corporate, on behalf of the public body corporate.

(Seal)

Notary Public

Exhibit 1

Legal Description for NIC Service Area

**LEGAL DESCRIPTION
NIC SERVICE AREA**

A TRACT OF LAND COMPOSED OF OUTLOTS "D", "E", AND "F", ANTELOPE VALLEY 1ST ADDITION, LOTS 14 I.T., 15 I.T., 45 I.T., 71 I.T., AND 80 I.T., A PORTION OF LOTS 75 I.T., 104 I.T., AND 105 I.T., ALL LOCATED IN THE SECTION 13, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 105 I.T.; THENCE EASTERLY ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, SAID LINE BEING THE SOUTH LINE OF SAID LOT 105 I.T. ON AN ASSUMED BEARING OF S88°40'15"E, A DISTANCE OF 558.29' TO **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING S88°40'15"E ALONG SAID LINE, A DISTANCE OF 16.36' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 08°04'02", A RADIUS OF 600.00', AN ARC LENGTH OF 84.48', A CHORD LENGTH OF 84.41', A TANGENT LENGTH OF 42.31', AND A CHORD BEARING OF N72°45'44"E TO A POINT; THENCE N12°19'13"W, A DISTANCE OF 208.59' TO A POINT; THENCE N90°00'00"E, A DISTANCE OF 316.02' TO A POINT; THENCE N00°18'27"E, A DISTANCE OF 214.71' TO A POINT; THENCE S89°47'43"E, A DISTANCE OF 808.09' TO A POINT OF INTERSECTION WITH A EAST LINE OF LOT 104 I.T.; THENCE S00°16'51"W, ON A EAST LINE OF SAID LOT 104 I.T., A DISTANCE OF 267.23' TO A POINT; THENCE S42°08'27"E, ALONG A NORTHEAST LINE OF SAID LOT 104 I.T., A DISTANCE OF 232.44' TO A POINT OF INTERSECTION WITH A NORTHWEST LINE OF LOT 80 I.T.; THENCE N55°23'08"E, ON A NORTHWEST LINE OF SAID LOT 80 I.T., A DISTANCE OF 870.55' TO THE NORTHEAST CORNER OF SAID LOT 80 I.T., SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTH 27TH STREET; THENCE S00°16'51"W, ON THE EAST LINE OF SAID LOT 80 I.T., SAID LINE BEING THE WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 46.27' TO THE SOUTHEAST CORNER OF SAID LOT 80 I.T., SAID POINT BEING ON A NORTHWEST RIGHT-OF-WAY LINE OF SALT CREEK ROADWAY; THENCE S55°21'51"W, ALONG A SOUTHEAST LINE OF SAID LOT 80 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 59.82' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 17°07'33", A RADIUS OF 140.00', AN ARC LENGTH OF 41.85' ON A SOUTHEAST LINE OF SAID LOT 80 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 41.69', A TANGENT LENGTH OF 21.08', AND A CHORD BEARING OF S64°02'49"W TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 17°17'37", A RADIUS OF 159.97', AN ARC LENGTH OF 48.28' ON A SOUTHEAST LINE OF SAID LOT 80 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 48.10', A TANGENT LENGTH OF 24.33', AND A CHORD BEARING OF S63°57'54"W TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 80 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 632.42' TO THE NORTHEAST CORNER OF OUTLOT "F", ANTELOPE VALLEY 1ST ADDITION; THENCE S55°36'17"W, ON A SOUTHEAST LINE OF SAID OUTLOT "F", SAID LINE BEING A

NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 279.51' TO THE SOUTHWEST CORNER OF SAID OUTLOT "F", SAID POINT BEING A SOUTH CORNER OF LOT 45 I.T.; THENCE S48°28'34"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 11.70' TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 418.48' TO A POINT; THENCE S64°30'55"W, ALONG A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 68.83' TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 200.54' TO A POINT; THENCE S59°07'59"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 61.80' TO THE NORTHEAST CORNER OF OUTLOT "E", ANTELOPE VALLEY 1ST ADDITION; THENCE S50°59'27"W, ALONG A SOUTHEAST LINE OF SAID OUTLOT "E", SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 145.76' TO THE SOUTHWEST CORNER OF SAID OUTLOT "E", SAID POINT BEING A SOUTH CORNER OF LOT 45 I.T.; THENCE S51°30'17"W, ON A SOUTHEAST LINE OF LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 61.79' TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 68.70' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 04°00'00", A RADIUS OF 2,052.46', AN ARC LENGTH OF 143.29' ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 143.26', A TANGENT LENGTH OF 71.67', AND A CHORD BEARING OF S53°19'08"W, TO A POINT; THENCE S51°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 232.35' TO A POINT; THENCE S60°35'31"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 68.27' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 03°54'54", A RADIUS OF 1,936.64', AN ARC LENGTH OF 132.33' ON A SOUTHEAST LINE OF SAID LOT 45 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 132.30', A TANGENT LENGTH OF 66.19', AND A CHORD BEARING OF S53°20'27"W TO A POINT; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 45 I.T., AND A SOUTHEAST LINE OF OUTLOT "D", ANTELOPE VALLEY 1ST ADDITION, SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 470.85' TO A POINT; THENCE S38°22'22"W, ON A SOUTHEAST LINE OF SAID OUTLOT "D", SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 51.46' TO THE SOUTHWEST CORNER OF SAID OUTLOT "D", SAID POINT BEING A SOUTHEAST CORNER OF LOT 75 I.T.; THENCE S55°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 910.12' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°51'22", A RADIUS OF 1,014.00', AN ARC LENGTH OF 50.54' ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 50.54', A TANGENT LENGTH OF 25.28', AND A CHORD BEARING OF S56°46'44"W TO A POINT; THENCE S58°12'25"W, ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 306.83' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°53'07", A RADIUS OF 986.91', AN ARC LENGTH OF 49.70' ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST

LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 49.69', A TANGENT LENGTH OF 24.86', AND A CHORD BEARING OF S56°45'46"W TO A POINT; THENCE S55°19'05"W, ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 83.49' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 12°10'28", A RADIUS OF 986.00', AN ARC LENGTH OF 209.51' ON A SOUTHEAST LINE OF SAID LOT 75 I.T., SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 209.12', A TANGENT LENGTH OF 105.15', AND A CHORD BEARING OF S49°13'54"W TO A POINT; THENCE N05°48'52"W, A DISTANCE OF 132.46' TO A POINT; THENCE S85°05'09"W, A DISTANCE OF 46.61' TO A POINT; THENCE N05°35'52"W, A DISTANCE OF 105.07' TO A POINT; THENCE N49°17'46"W, A DISTANCE OF 22.47' TO A POINT; THENCE N00°00'00"E, A DISTANCE OF 521.24' TO A POINT; THENCE N90°00'00"W, A DISTANCE OF 346.79' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 31°25'09", A RADIUS OF 400.00', AN ARC LENGTH OF 219.35', A CHORD LENGTH OF 216.61', A TANGENT LENGTH OF 112.51', AND A CHORD BEARING OF N73°35'37"W TO A POINT; THENCE S89°30'06"W, A DISTANCE OF 98.86' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 51°24'32", A RADIUS OF 165.94', AN ARC LENGTH OF 148.89', A CHORD LENGTH OF 143.95', A TANGENT LENGTH OF 79.88', AND A CHORD BEARING OF S63°14'15"W TO A POINT OF INTERSECTION WITH A WEST LINE OF LOT 75 I.T.; THENCE N02°42'05"W, ON A WEST LINE OF SAID LOT 75 I.T., A DISTANCE OF 316.84' TO A POINT; THENCE N06°19'29"W, ON A WEST LINE OF SAID LOT 75 I.T., A DISTANCE OF 400.00' TO A POINT; THENCE N00°29'49"E, ON A WEST LINE OF SAID LOT 75 I.T., A DISTANCE OF 31.46' TO A POINT; THENCE N08°55'45"E, ON A WEST LINE OF SAID LOT 75 I.T., A DISTANCE OF 42.79' TO A POINT; THENCE N31°36'39"E, ON A NORTHWEST LINE OF SAID LOT 75 I.T., AND A NORTHWEST LINE OF LOT 71 I.T., A DISTANCE OF 1,330.11' TO A POINT; THENCE S55°50'34"E, ON A NORTHEAST LINE OF SAID LOT 71 I.T., A DISTANCE OF 20.02' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 31°35'16", A RADIUS OF 1,146.28', AN ARC LENGTH OF 631.96' ON A NORTHWEST LINE OF SAID LOT 71 I.T., A CHORD LENGTH OF 623.98', A TANGENT LENGTH OF 324.23', AND A CHORD BEARING OF N47°54'51"E TO A POINT; THENCE N63°42'29"E, ON A NORTHWEST LINE OF SAID LOT 71 I.T., A DISTANCE OF 635.85' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 14°28'23", A RADIUS OF 1,432.69', AN ARC LENGTH OF 361.90' ON A NORTH LINE OF SAID LOT 71 I.T., A CHORD LENGTH OF 360.94', A TANGENT LENGTH OF 181.92', AND A CHORD BEARING OF N70°56'41"E, TO A POINT; THENCE N78°10'53"E, ON A NORTH LINE OF SAID LOT 71 I.T., A DISTANCE OF 141.00' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 00°48'27", A RADIUS OF 1,910.00', AN ARC LENGTH OF 26.92' ON A NORTH LINE OF SAID LOT 71 I.T., A CHORD LENGTH OF 26.92', A TANGENT LENGTH OF 13.46', AND A CHORD BEARING OF N77°46'39"E, TO THE NORTHEAST CORNER OF SAID LOT 71 I.T., SAID POINT BEING ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 13; THENCE S00°14'29"W, ON A EAST LINE OF SAID LOT 71 I.T., AND THE EAST LINE OF LOT 14 I.T., SAID LINE BEING THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 822.69' TO A POINT; THENCE S89°45'31"E, A DISTANCE OF 469.63' TO A POINT; THENCE S12°19'13"E, A DISTANCE OF 407.19' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 7,111,440.95 SQUARE FEET OR 163.26 ACRES, MORE OR LESS.

Tuesday, March 12, 2013

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LEGAL DESCRIPTION

CITY OF LINCOLN PARCEL CITY IMPROVEMENTS

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 104 I.T., AND A PORTION OF LOT 105 I.T., ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 105 I.T., SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 105 I.T., SAID LINE BEING THE WEST LINE OF SAID NORTHEAST QUARTER ON AN ASSUMED BEARING OF N00°14'29"E, A DISTANCE OF 386.84' TO **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING N00°14'29"E ON SAID LINE, A DISTANCE OF 787.45' TO A WEST CORNER OF SAID LOT 105 I.T.; THENCE N78°14'49"E, ON A NORTH LINE OF SAID LOT 105 I.T., A DISTANCE OF 259.90' TO A NORTH CORNER OF SAID LOT 105 I.T.; THENCE N63°10'49"E, ON A NORTHWEST LINE OF SAID LOT 105 I.T., A DISTANCE OF 365.40' TO A NORTH CORNER OF SAID LOT 105 I.T.; THENCE N59°57'39"E, ON A NORTHWEST LINE OF SAID LOT 105 I.T., A DISTANCE OF 485.00' TO A NORTH CORNER OF SAID LOT 105 I.T.; THENCE N63°07'59"E, ON A NORTHWEST LINE OF SAID LOT 105 I.T., A DISTANCE OF 200.80' TO A NORTH CORNER OF SAID LOT 105 I.T.; THENCE N44°04'29"E, ON A NORTHWEST LINE OF SAID LOT 105 I.T., A DISTANCE OF 380.90' TO A NORTH CORNER OF SAID LOT 105 I.T.; THENCE N28°09'29"E, ON A WEST LINE OF SAID LOT 105 I.T., A DISTANCE OF 315.00' TO THE NORTHWEST CORNER OF SAID LOT 105 I.T.; THENCE S88°33'11"E, ON THE NORTH LINE OF SAID LOT 105 I.T., A DISTANCE OF 314.50' TO THE NORTHEAST CORNER OF SAID LOT 105 I.T.; THENCE S00°19'19"W, ON THE EAST LINE OF SAID LOT 105 I.T., A DISTANCE OF 983.50' TO A EAST CORNER OF SAID LOT 105 I.T.; SAID POINT BEING A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 22°53'19", A RADIUS OF 771.40', AN ARC LENGTH OF 308.16' ON A SOUTH LINE OF SAID LOT 105 I.T., A CHORD LENGTH OF 306.11', A TANGENT LENGTH OF 156.16', AND A CHORD BEARING OF S80°15'03"W TO A EAST CORNER OF SAID LOT 105 I.T.; THENCE S00°15'18"W, ON A EAST LINE OF SAID LOT 105 I.T., A DISTANCE OF 583.92' TO A SOUTHEAST CORNER OF SAID LOT 105 I.T., SAID POINT BEING ON THE NORTH LINE OF LOT 104 I.T.; THENCE S89°47'30"E, ON THE NORTH LINE OF SAID LOT 104 I.T., A DISTANCE OF 134.29' TO THE NORTHEAST CORNER OF SAID LOT 104 I.T.; THENCE S00°16'51"W, ON THE EAST LINE OF SAID LOT 104 I.T., A DISTANCE OF 222.04' TO A POINT; THENCE N89°47'43"W, A DISTANCE OF 808.09' TO A POINT; THENCE S00°18'27"W, A DISTANCE OF 214.71' TO A POINT; THENCE S90°00'00"W, A DISTANCE OF 316.02' TO A POINT; THENCE S12°19'13"E, A DISTANCE OF 208.59' TO A POINT, SAID POINT BEING A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 08°04'02", A RADIUS OF 600.00', AN ARC LENGTH OF 84.48', A CHORD LENGTH OF 84.41', A TANGENT LENGTH OF 42.31', AND A CHORD BEARING OF S72°45'44"W TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 105 I.T., SAID POINT BEING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE N88°40'15"W, ON THE SOUTH LINE OF SAID LOT 105 I.T., SAID LINE BEING THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 16.36' TO A POINT; THENCE N12°19'13"W, A DISTANCE OF 407.19' TO A POINT; THENCE N89°45'31"W, A DISTANCE OF 469.63' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 2,281,727.26 SQUARE FEET OR 52.38 ACRES, MORE OR LESS.