




MISC 2007104134



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PREPARED BY AND UPON
 RECORDING RETURN TO:
 RICHARD J. ROSENBLATT, ESQ.
 KUTAK ROCK LLP
 1650 FARNAM STREET
 OMAHA, NE 68102-2186

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 9/11/2007 15:23:19.45

 2007104134

Omaha (Ranch Bowl), NE
Store No. 4358-00

STORM SEWER EASEMENT

THIS STORM SEWER EASEMENT (this "Easement") is made as of this 23rd day of August, 2007, by WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust ("Wal-Mart") in favor of WOOLWORTH ESTATES, LTD., a Nebraska limited partnership ("Grantee").

PRELIMINARY STATEMENTS

Wal-Mart is the fee simple owner of certain real property legally described in Exhibit A attached hereto and incorporated herein (the "Wal-Mart Property"). Grantee is the fee simple owner of certain real property legally described in Exhibit B attached hereto and incorporated herein (the "Grantee Property"). Wal-Mart desires to construct, and Wal-Mart desires to grant to Grantee and its successors and assigns, for the benefit of the Grantee Property, a non-exclusive, perpetual easement to enter onto, under and/or cross over that portion of the Wal-Mart Property described as the "Storm Sewer Easement" in Exhibit C attached hereto and incorporated herein (the "Easement Area") to use and inspect, those certain storm sewer improvements more particularly described on Exhibit D attached hereto and incorporated herein (the "Improvements") located upon the Easement Area, subject to the terms and conditions of this Easement.

AGREEMENT

For and in consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easement.** Wal-Mart hereby agrees to construct the Improvements. Subject to any restrictions, easements or other matters of record, Wal-Mart hereby grants to Grantee, its affiliates, heirs, successors, assigns, agents, licensees and invitees, for the benefit of the Grantee Property, a non-exclusive, perpetual easement to enter upon the Easement Area to use and inspect the Improvements, subject to the terms of this Easement. Wal-Mart shall, at its sole cost and expense, repair, replace and maintain the Improvements in good working order and condition. Wal-Mart shall not construct any buildings or other structures within the Easement Area. Wal-Mart shall have the right at its sole option and expense to relocate the Improvements and the Easement Area upon Wal-Mart's Property, provided Grantee's use of the Improvements and the Easement Area is not interrupted.

CRS 20846

2. **Binding Upon Property.** The easements, rights and obligations created pursuant to this Easement shall be appurtenant to and run with and be binding upon the real properties herein identified, including future subdivisions and/or reconfigurations of such properties, and shall be binding on all entities having or acquiring any right, title or interest in such properties and shall inure to the benefit of each owner, tenant, subtenant, employee or invitee thereof.

3. **Non-Merger.** The easements, rights and obligations established by this Easement shall not merge or terminate if all of the Wal-Mart Property and the Grantee Property become owned by the same entity, but shall continue until released and terminated by all parties benefited hereby.

4. **No Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Wal-Mart Property to the general public, or for any public use, or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Easement.

5. **Title.** Wal-Mart confirms with Grantee and its assigns that Wal-Mart is seized in fee of the Easement Area.

[Signature Page to Follow]

Omaha (Ranch Bowl), NE
Store No. 4358-00

IN WITNESS WHEREOF, the parties have caused the authorized execution of this Easement, the day and year first above written.

WAL-MART:

WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

Approved as to legal terms only
By [Signature]
WAL-MART LEGAL TEAM
Date 8/20/07

By: [Signature]
Shannon Letts
Regional Vice President of Design and Real Estate

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 23rd day of Aug, 2007 by Shannon Letts, Regional Vice President of Design and Real Estate of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the statutory trust.

[Signature]
Notary Public

My Commission Expires:
7-16-2011

Gina Norton
NOTARY PUBLIC-STATE OF ARKANSAS
BENTON COUNTY
My Commission Expires July 16, 2011

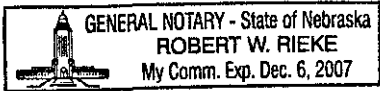
GRANTEE:

WOOLWORTH ESTATES, LTD., a Nebraska limited partnership

By Howard M. Cooper
Printed Name Howard M. Cooper
Its Gen Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18 day of JULY, 2007 by HOWARD M. COOPER, the GENERAL PARTNER of Woolworth Estates, Ltd., a Nebraska limited partnership, on behalf of the partnership.



Robert W. Rieke
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF WAL-MART PROPERTY

RANCH BOWL REPLAT ONE, BEING A PLATTING OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

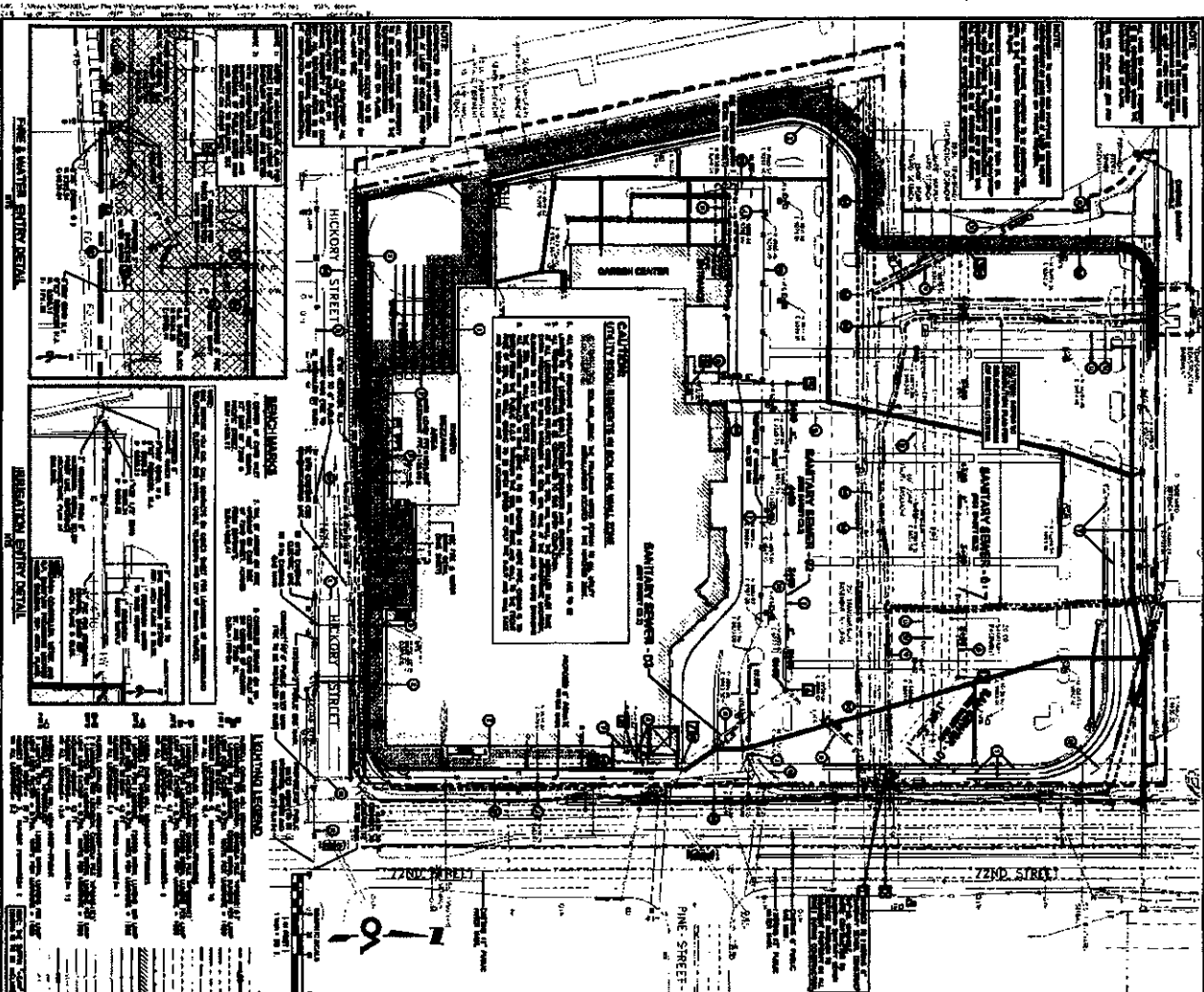
COMMENCING AT THE NE CORNER OF SAID SECTION 26; THENCE S00°05'40"W (ASSUMED BEARING) ALONG THE EAST LINE OF THE NE 1#4 OF SAID SECTION 26, 975.22 FEET; THENCE N89°54'20"W, 72.90 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 72ND STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°02'42"W ALONG THE WESTERLY RIGHT OF WAY LINE OF 72ND STREET, 21.96 FEET; THENCE S85°19'17"E ALONG SAID RIGHT OF WAY LINE, 4.86 FEET; THENCE S00°05'08"W ALONG SAID RIGHT OF WAY LINE, 170.81 FEET; THENCE S37°53'11"W ALONG SAID RIGHT OF WAY LINE, 6.64 FEET; THENCE S00°05'59"W ALONG SAID RIGHT OF WAY LINE, 295.59 FEET; THENCE S89°49'04"W ALONG SAID RIGHT OF WAY LINE, 3.30 FEET; THENCE S00°02'59"W ALONG SAID RIGHT OF WAY LINE, 8.21 FEET; THENCE N89°49'04"E ALONG SAID RIGHT OF WAY LINE, 3.28 FEET; THENCE S00°03'12"W ALONG SAID RIGHT OF WAY LINE, 97.49 FEET; THENCE N89°20'00"W ALONG SAID RIGHT OF WAY LINE, 9.38 FEET; THENCE S00°15'56"W ALONG SAID RIGHT OF WAY LINE, 26.21 FEET; THENCE N89°19'36"E ALONG SAID RIGHT OF WAY LINE, 9.46 FEET; THENCE S00°02'45"W ALONG SAID RIGHT OF WAY LINE, 80.74 FEET; THENCE S34°58'04"E ALONG SAID RIGHT OF WAY LINE, 6.96 FEET; THENCE S00°07'17"W ALONG SAID RIGHT OF WAY LINE, 239.48 FEET; THENCE S52°13'21"W ALONG THE RIGHT OF WAY LINE OF 72ND STREET AND HICKORY STREET, 44.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HICKORY STREET; THENCE N89°43'11"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 450.14 FEET; THENCE N89°57'20"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 253.32 FEET; THENCE N11°53'58"W, 649.57 FEET; THENCE S89°56'42"E, 192.34 FEET TO THE EXTENDED EAST LINE OF LOT 1, WOOLWORTH ESTATES, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA; THENCE N00°02'24"W ALONG SAID EAST LINE, 331.91 FEET; THENCE S89°52'47"E, 95.17 FEET; THENCE S89°40'14"E, 349.78 FEET; THENCE N00°26'08"E, 11.96 FEET; THENCE S89°53'19"E, 232.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.95 ACRES, MORE OR LESS.

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE PROPERTY

49-44821

Lot 1, Woolworth Estates, a platted and recorded Subdivision in the City of Omaha, Douglas County,
Nebraska



UTILITY LEGEND

SITE UTILITY NOTES

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
2. THE LOCATION AND DEPTH OF UTILITIES SHOWN ARE APPROXIMATE.
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WAL-MART SUPERCENTER
 UTILITY PLAN

UTILITY PLAN
 WAL-MART SUPERCENTER
 STORE #4358-00

EXHIBIT D

MOLSSON ASSOCIATES

CHINA, NEBRASKA