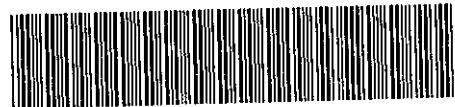


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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**ASSIGNMENT OF
LESSEE'S INTEREST IN GROUND LEASE**

FEE 5800 FB 03-80000
BKP _____ C/O _____ COMP. B
DEL _____ SCAN OK FV _____

THIS ASSIGNMENT ("Assignment") is made this 14th day of Feb., 2000, by CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP, a Delaware limited partnership ("Assignor"), to CENTRAL PARK OMAHA, L.L.C., a Delaware limited liability company ("Assignee");

WITNESSETH:

WHEREAS, Assignor is the owner of the leasehold estate created by that certain Lease dated December 3, 1985, between the City of Omaha, Nebraska, a municipal corporation, as Lessor, and Murdock Omaha Limited Partnership, a California limited partnership, as lessee, and consented to by Central Park Plaza, Inc., a Nebraska corporation, recorded in Book 759 at Page 550, as assigned to the State of California Public Employees' Retirement System by that certain Assignment of Lease dated as of December 6, 1985, and recorded in Book 759 at Page 634, as assigned to Assignor by that certain Assignment of Lease dated as of June 12, 1996, and recorded in Book 1179 at Page 362, all of the Miscellaneous Records of Douglas County, Nebraska ("Ground Lease");

WHEREAS, the Ground Lease covers the ("Property") described on the Exhibit A attached and made a part of this Assignment for all purposes; and

WHEREAS, Assignor desires to assign Assignor's interest in the leasehold estate created by the Ground Lease to Assignee.

NOW THEREFORE, for TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration this date in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged and confessed, and in consideration of the covenants herein contained on the part of each of the parties hereto, to be kept and observed, the undersigned parties hereto agree as follows:

1. Assignor hereby ASSIGNS and TRANSFERS unto Assignee any and all of Assignor's interest and DELEGATES unto Assignee all of Assignor's duties and obligations in and to and created by the Ground Lease. TO HAVE AND TO HOLD Assignor's interest in the Ground Lease, together with all of Assignor's right, title and interest in and to the rights and

appurtenances, including improvements, structures, and fixtures located thereon or thereunto in anywise belonging, unto the Assignee and Assignee's successors and assigns forever. Assignor hereby binds Assignor and Assignor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular such interest in the Ground Lease, subject to the Permitted Encumbrances hereinafter described, unto Assignee and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Assignor, but not otherwise.

2. Assignor hereby agrees to indemnify, defend and hold harmless Assignee, its successors and assigns, from and against any losses, costs, damages, expenses, claims and/or causes of action arising from or in connection with any liabilities or obligations of the lessee under the Ground Lease arising by virtue of Assignor's default thereunder on or before the date of this Assignment, and Assignor shall be solely liable for such liabilities and obligations.

3. Assignee hereby agrees to assume each and every covenant and obligation in the Ground Lease to be performed by lessee after the date of this Assignment, and Assignee further warrants unto Assignor that Assignee will hold harmless, indemnify and defend Assignor and Assignor's successors and assigns, as to any and all losses, costs, damages, expenses, claims and/or causes of action arising out of or in connection with Assignee's performance or non-performance of the lessee's obligations pursuant to the Ground Lease after the date hereof, it being the intention of the parties to this Assignment that the Assignee shall succeed to each and every right, duty and obligation of the Assignor under the Ground Lease accruing after the date of this Assignment.

4. This Assignment is executed by Assignor and accepted by Assignee subject to those matters of title set forth on Addendum I, attached hereto and incorporated herein by reference, but only to the extent the same do, in fact, exist and are applicable and enforceable against the Property ("Permitted Encumbrances").

5. This Assignment shall be deemed to be an agreement made under the laws of the State of Nebraska and for all purposes shall be governed by and construed in accordance with such laws.

6. The parties shall promptly execute and deliver any additional instruments or other documents which are reasonably necessary to evidence or better effect the assignment contained hereby.

7. This Assignment may be executed in any number of counterparts and by each party on a separate counterpart or counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

8. This Assignment shall run with the land and be binding upon and inure to the benefit of each of the parties and its successors and assigns.

9. This assignment may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date and year first above written.

ASSIGNOR:

CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP, a Delaware limited partnership

By: Crescent Real Estate Equities, Ltd., a Delaware corporation, its sole general partner

By: Jane B. Page
Jane B. Page, Vice President
Houston Region-Asset Management

ASSIGNEE:

CENTRAL PARK OMAHA, L.L.C., a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS

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COUNTY OF HARRIS

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This instrument was acknowledged before me on the 11th day of February, 2000, by Jane B. Page, Vice President, Houston Region—Asset Management of Crescent Real Estate Equities, Ltd., a Delaware corporation and the sole general partner of Crescent Real Estate Equities Limited Partnership, a Delaware limited partnership, on behalf of said corporation and limited partnership.

Charsie Wallace
Notary Public - State of Texas

My commission expires: 11-2-2001



IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date and year first above written.

ASSIGNOR:

CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP, a Delaware limited partnership

By: Crescent Real Estate Equities, Ltd., a Delaware corporation, its sole general partner

By: _____
Jane B. Page, Vice President
Houston Region-Asset Management

ASSIGNEE:

CENTRAL PARK OMAHA, L.L.C., a Delaware limited liability company

By: _____
Name: Richard J. Reese
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ___ day of February, 2000, by Jane B. Page, Vice President, Houston Region—Asset Management of Crescent Real Estate Equities, Ltd., a Delaware corporation and the sole general partner of Crescent Real Estate Equities Limited Partnership, a Delaware limited partnership, on behalf of said corporation and limited partnership.

Notary Public - State of Texas
My commission expires: _____

STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 1th day of February, 2000, by Richard J. Reese, President of Central Park Omaha, L.L.C., a Delaware limited liability company, on behalf of said limited liability company.

Myra S Robbins
Notary Public - State of Texas

My commission expires: 6/14/2001



ACKNOWLEDGED and CONSENTED:

CITY OF OMAHA DEPARTMENT OF PUBLIC WORKS

By: Henry Vieregger
Name: HENRY VIEREGGER
Title: ACTING CITY ENGINEER

STATE OF NEBRASKA

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COUNTY OF Douglas

This instrument was acknowledged before me on the 28th day of January, 2000, by Henry Vieregger, City Engineer of the City of Omaha Department of Public Works, on behalf of said City. Transportation



Susan C. Frank
Notary Public - State of Nebraska

My commission expires: _____

ACKNOWLEDGED and CONSENTED:

STATE OF NEBRASKA DEPARTMENT OF ROADS

By: R F Needham
Name: R. F. Needham
Title: Right of Way Manager

STATE OF NEBRASKA

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COUNTY OF Lancaster

This instrument was acknowledged before me on the 28 day of January, 2000, by R. F. Needham, Right of Way Manager of the State of Nebraska Department of Roads, on behalf of said State.

Francis J. Blankenau
Notary Public State of Nebraska



My commission expires: 1-12-04

EXHIBIT A

LEGAL DESCRIPTION

THE EAST 154.45 FEET OF BLOCK 118, ORIGINAL CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THE VACATED WEST 2.5 FEET OF 15TH STREET FROM DOUGLAS STREET TO FARNAM STREET; THE VACATED NORTH 2 FEET OF FARNAM STREET FROM 2.5 FEET EAST OF THE FORMER WEST RIGHT-OF-WAY LINE OF 15TH STREET TO 154.45 FEET WEST OF THE FORMER WEST RIGHT-OF-WAY LINE OF 15TH STREET, AND VACATED SOUTH 1.5 FEET OF DOUGLAS STREET FROM 2.5 FEET EAST OF THE FORMER WEST RIGHT OF WAY LINE OF 15TH STREET TO 154.45 FEET WEST OF THE FORMER WEST RIGHT-OF-WAY LINE OF 15TH STREET ABUTTED BY LOTS 1, 2, PART OF 3, PART OF 6, LOT 7 AND LOT 8, BLOCK 118, ORIGINAL CITY OF OMAHA.

EXCEPTING from the south 1.44 feet thereof the portion between Elevation 52.00 feet and Elevation 65.00 feet, City of Omaha datum; and

EXCEPTING therefrom all portions thereof above approximately Elevation 80.00 feet, City of Omaha datum, not required for access doors and ventilation grates serving said property and for necessary ingress and egress from electrical and mechanical equipment or fuel storage tanks within said property; but

RESERVING therefrom unto the City of Omaha, Nebraska a permanent easement to the extent required below said Elevation 80.00 feet for sidewalk, purposes as such sidewalks now exist and for future sidewalks provided same do not in any manner block the above described access doors and ventilation grates-serving the said property; and

FURTHER RESERVING therefrom unto the City of Omaha, Nebraska, or to such public utility companies as it may designate, a permanent easement for installation, maintenance and operation of and ingress to and egress from any transformers or other equipment which serve improvements now or hereafter constructed on the east 154.45 feet of Block 118, Original City of Omaha, Douglas County, Nebraska, and the east 154.45 feet of the vacated alley in said Block 118.

ADDENDUM I

PERMITTED ENCUMBRANCES

1. Taxes for the year 2000 not yet due and payable.
2. Subject to and together with terms and conditions of Protective Covenants filed May 9, 1980 in Book 632 at Page 723 of the Miscellaneous Records of Douglas County, Nebraska.
Agreement Amending Protective Covenants dated August 7, 1984, filed September 28, 1984 in Book 719 at Page 473 of the Miscellaneous Records of Douglas County, Nebraska.
3. Terms and conditions of Lease Agreement dated July 30, 1981, by and between Murdock Omaha, as Landlord, and The United States National Bank of Omaha, as Tenant, a Short Form of which was filed August 24, 1981 in Book 658 at Page 91 of the Miscellaneous Records of Douglas County, Nebraska.
4. Permanent Easement granted to the City of Omaha, Nebraska, for public sidewalk, dated August 26, 1980, filed October 15, 1980 in Book 640 at Page 466 of the Miscellaneous Records of Douglas County, Nebraska.
5. Subject to and together with terms and conditions of Easement dated July 10, 1984, filed July 17, 1984 in Book 714 at Page 290 of the Miscellaneous Records of Douglas County, Nebraska.
Assigned to State of California Public Employees' Retirement System by Assignment filed July 17, 1984 in Book 759 at Page 620 of the Miscellaneous Records of Douglas County, Nebraska.
6. Easement granted to InterNorth, Inc. operating as Energy Systems Company, dated July 18, 1984, filed August 30, 1984 in Book 717 at Page 419 of the Miscellaneous Records of Douglas County, Nebraska.
Assigned to Energy Systems Company by Quitclaim Deed filed January 3, 1986 in Book 1771 at Page 172 of the Deed Records of Douglas County, Nebraska.
Easement granted to Energy Systems Company dated December 30, 1985, filed January 3, 1986 in Book 762 at Page 2 of the Miscellaneous Records of Douglas County, Nebraska.
Amendment to Easements dated May 16, 1996, filed June 13, 1996 in Book 1179 at Page 227 of the Miscellaneous Records of Douglas County, Nebraska.
7. Subject to and together with terms and conditions of Agreement dated August 7, 1984, filed October 12, 1984 in Book 720 at Page 606 of the Miscellaneous Records of Douglas County, Nebraska, which provides for access to property to the West of subject property.

8. Easements reserved for utilities and reservation of rights contained in Ordinance No. 30830 of the City of Omaha, passed December 3, 1985, filed December 9, 1985 in Book 759 at Page 469 and at Page 540, both of the Miscellaneous Records of Douglas County, Nebraska.
9. Terms and conditions of Easement Agreement dated December 3, 1985, filed December 9, 1985 in Book 759 at Page 521 of the Miscellaneous Records of Douglas County, Nebraska.
Assigned to State of California Public Employees' Retirement System by Assignment dated December 6, 1985, filed December 10, 1985 in Book 759 at Page 638 of the Miscellaneous Records of Douglas County, Nebraska.
Subsequently assigned to Crescent Real Estate Equities Limited Partnership by Assignment dated as of June 12, 1996, filed June 13, 1996 in Book 1179 at Page 368 of the Miscellaneous Records of Douglas County, Nebraska.
10. Terms and conditions of Lease dated December 3, 1985, filed December 9, 1985 in Book 759 at Page 550 of the Miscellaneous Records of Douglas County, Nebraska, by and between Murdock Omaha Limited Partnership, and the City of Omaha, Nebraska.
Assigned to State of California Public Employees' Retirement System by Assignment filed December 10, 1985 in Book 759 at Page 634 of the Miscellaneous Records of Douglas County, Nebraska.
Subsequently assigned to Crescent Real Estate Equities Limited Partnership by Assignment dated as of June 12, 1996, filed June 12, 1996 in Book 1179 at Page 362 of the Miscellaneous Records of Douglas County, Nebraska.
11. Easement granted to the City of Omaha, Nebraska, dated as of October 1, 1985, filed December 9, 1985 in Book 759 at Page 561 of the Miscellaneous Records of Douglas County, Nebraska.
12. Subject to and together with terms and conditions of Skywalk Easement and Operating Agreement dated May 21, 1996, filed June 13, 1996 in Book 1179 at Page 333 of the Miscellaneous Records of Douglas County, Nebraska.
Assigned to Crescent Real Estate Equities Limited Partnership by Assignment dated as of June 12, 1996, filed June 13, 1996 in Book 1179 at Page 377, and corrected Assignment filed July 15, 1996 in Book 1181 at Page 716, both of the Miscellaneous Records of Douglas County, Nebraska.
13. Collateral Assignment of Lessees' Interest in Lease dated May 23, 1985, filed May 28, 1985 in Book 740 at Page 64 of the Miscellaneous Records of Douglas County, Nebraska, executed by Flower Cellar and Thomas S. Wallerstedt and Lynn E. Vogel, in favor of Norwest Bank Omaha, N.A., securing the sum of \$60,000.00 and any other amounts payable under the terms thereof.
14. Reservations contained in Ordinance No. 29900 of the City of Omaha vacating the East-West alley in Block 118, except the East 154.45 feet, passed January 18, 1983, filed February 3, 1983 in Book 683 at Page 183 of the Miscellaneous Records of Douglas County, Nebraska.

15. Right-of-Way Grant and Permit and Agreement to Northern Natural Gas Company, operating as Energy Systems Division, dated September 1, 1969 in Book 515 at Page 251 of the Miscellaneous Records of Douglas County, Nebraska.
16. Terms and conditions of Lease by and between Parkfair Limited Partnership, as Landlord, and Walgreen Co., as Tenant, a Memorandum of which was filed November 7, 1984 in Book 723 at Page 20 of the Miscellaneous Records of Douglas County, Nebraska.
17. Terms and conditions of Operating Agreement and Assignment of Skywalk Operating Agreement filed January 31, 1991 in Book 952 at Page 62 of the Miscellaneous Records of Douglas County, Nebraska.