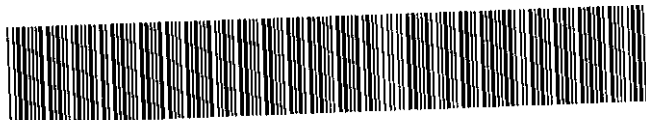




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Filed: AS RECEIVED

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Received - RICHARD TAKECHI  
Register of Deeds, Douglas County, NE  
1/6/2004 9:10:47 AM



2004001987

[For Recording Purposes]

**ASSIGNMENT OF EASEMENT AGREEMENT**

This Assignment made and entered into effective this 5th day of January, 2004, by and between CENTRAL PARK OMAHA, L.L.C., Delaware limited liability company ("Assignor") and SECURITY NATIONAL FUNDING TRUST, a Delaware trust ("Assignee").

WITNESSETH:

For and in consideration of the mutual promises herein contained and other valuable consideration, the parties agree as follows:

1. Assignor hereby assigns to Assignee the interest of Assignor in that certain Easement Agreement dated December 3, 1985, by and between Murdock Omaha Limited Partnership, a California limited partnership ("Murdock") and The City of Omaha, Nebraska, a municipal corporation, and consented to by Central Park Plaza, Inc., a Nebraska corporation, and recorded in Book 759 at Page 521 in the Miscellaneous Records of Douglas County, Nebraska, as assigned by Murdock to State of California Public Employers Retirement System ("Calpers") by that certain Assignment of Easement Agreement dated December 6, 1985 between Murdock and Calpers, recorded in Book 759 at Page 638 in the Miscellaneous Records of Douglas County, Nebraska, as further assigned to Crescent Real Estate Equities Limited Partnership, a Delaware limited partnership ("Crescent"), by Assignment of Easement Agreement dated effective June 12, 1996 between Calpers and Crescent and recorded in Book 1179 at Page 368 in the Miscellaneous Records of Douglas County, Nebraska, as further assigned to Assignor by Assignment of Easement Agreement dated February 21, 2000 between Crescent and Assignor and recorded in Book 1332 at Page 384 in the Miscellaneous Records of Douglas County, Nebraska (the "Easement Agreement").

2. Assignee hereby assumes and agrees to perform all obligations of Assignor arising from and after the date hereof under the Easement Agreement.

3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

Box 35  
03-7905

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

**ASSIGNOR:**

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

By: William N. Pederson, Jr.  
William N. Pederson, Jr., President

**ASSIGNEE:**

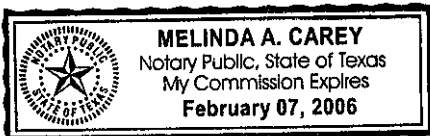
SECURITY NATIONAL FUNDING TRUST, a Delaware trust

By: \_\_\_\_\_  
Fred Griffith, Senior Vice President

STATE OF TEXAS           §  
                                          §  
COUNTY OF HARRIS       §

**BEFORE ME**, the undersigned authority, on this day personally appeared William N. Pederson, Jr., President of Central Park Omaha, L.L.C., a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the 31<sup>st</sup> day of December, 2003.



My Commission Expires:  
2-7-06

Melinda A. Carey  
NOTARY PUBLIC, STATE OF TEXAS

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

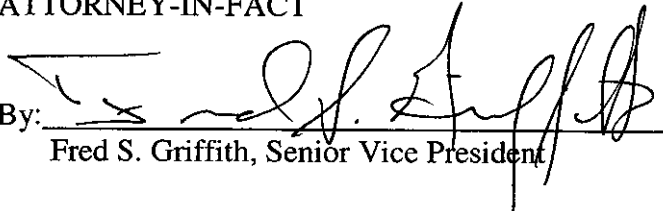
**ASSIGNOR:**

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

By: \_\_\_\_\_  
William N. Pederson, Jr., President

**ASSIGNEE:**

CHRISTIANA BANK & TRUST COMPANY AS OWNER TRUSTEE OF THE SECURITY NATIONAL FUNDING TRUST, a Delaware trust BY SN SERVICING CORPORATION, ITS ATTORNEY-IN-FACT

By:  \_\_\_\_\_  
Fred S. Griffith, Senior Vice President

STATE OF TEXAS           §  
                                          §  
COUNTY OF HARRIS    §

**BEFORE ME**, the undersigned authority, on this day personally appeared William N. Pederson, Jr., President of Central Park Omaha, L.L.C., a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of December, 2003.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF CALIFORNIA    §  
                                          §  
COUNTY OF HUMBOLDT   §

**BEFORE ME**, the undersigned authority, on this day personally appeared Fred S. Griffith, Senior Vice President of Christiana Bank & Trust Company as Owner Trustee of the Security National Funding Trust, a Delaware trust, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed and in the capacity therein stated.

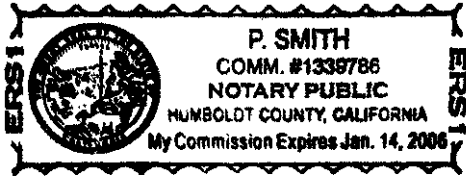
**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the 31<sup>st</sup> day of December, 2003.

My Commission Expires:

1/14/2006

*P. Smith*

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF California



**AFTER RECORDING RETURN TO:**

Security Land Title & Escrow Company  
13924 Gold Circle  
P. O. Box 44039  
Omaha, Nebraska 68144  
Attn: Ellen Albrecht  
GF # C03-7905

**PREPARED IN THE LAW OFFICES OF:**

Fant & Burman, L.L.P.  
1900 West Loop South, Suite 1100  
Houston, Texas 77027  
Attn: Scott Good  
File No. 6125-17

\*\* FILED: AS IS

## Legal Description of Skywalk Corridor

A pedestrian passageway situated within the following described real property:

The East 154.45 feet of Block 118, Original City of Omaha, Douglas County, Nebraska, together with the vacated East 154.45 feet of the alley lying within Block 118 (herein the "Land")

which is bounded by public rights of way for Douglas Street on the North, 15th Street on the East, Farnum Street on the South, and privately owned land (herein "Other Land") on the West, and within a building presently known as Central Park Plaza (herein the "Building") which is situated on the Land, and said passageway is more particularly described as follows:

At a width of approximately 8 feet 6 inches and a height floor to ceiling commencing at the connection of the public pedestrian bridge over Douglas Street to the second floor of the Building at the westerly end of the northerly wall thereof, thence running southerly contiguous to the inside of the westerly wall of the Building parallel with the easterly boundary of the Other Land, a distance of approximately 90 feet 6 inches; thence running easterly at a reduced width of approximately 6 feet 8 inches a distance of approximately 22 feet, thence running northeasterly at said width a distance of approximately 6 feet to a stairwell entrance door; thence along all of the said entrance and stairwell between the second and first floors of the Building to its first floor entrance door; thence on the first floor of the Building, at a width of approximately 5 feet and a height floor to ceiling, running easterly a distance of approximately 12 feet to a main entrance lobby of the Building; thence running southeasterly a distance of approximately 30 feet through a door to the exterior of the Building; thence at a width of approximately 5 feet running northeasterly along an exterior concrete walkway to the public right of way for 15th Street and the end of the passageway.

Widths and distances used herein are approximate and are limited by any existing walls, it being the intent to describe the passageway as it presently exists, subject to relocation pursuant to the terms of the instrument of which this exhibit forms a part.