

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
98-013587  
98 MAY 26 PM 2:51  
*Sharon J. Dowling*  
REGISTER OF DEEDS

98-13587

Counter *SL*  
Verify *SL*  
D.E. *SL*  
Proof *SL*  
Fee \$ 41.00  
Ck  Cash  Chg

EASEMENT

WHEREAS, Sanitary and Improvement District No. 158 of Sarpy County, Nebraska (the "Grantee") is building a swimming pool in the Tiburon Subdivision (the "Grantee Property") and desires an easement for ingress and egress from the swimming pool to and from 168th Street,

WHEREAS, Golf Trust of America, L.P., a Delaware limited partnership, and Tiburon Limited Partnership, a Nebraska limited partnership (the "Grantors", owners of the respective "Grantor Properties" described in Exhibit A attached hereto), are willing to grant said ingress and egress easement to the Grantee, and

WHEREAS, the Grantee, in consideration for this easement, agrees to provide Grantor Golf Trust of America, its lessees and operators with an amount of water sufficient to meet all of its water needs arising out of its operation of the clubhouse, pro shop, and auxiliary building at no charge to Grantor Golf Trust of America,

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantors and Grantee agree as follows:

1. GRANT OF ACCESS EASEMENT. Grantors hereby grant to the Grantee, its successors and assigns, as an appurtenant easement to the Grantee Property, the right, easement and privilege to use an access road (the "Access Road") over that portion of the Grantor Properties shown, and legally described in Exhibit B attached hereto (the "Easement Area").

2. SCOPE AND PURPOSE OF EASEMENT. The scope and purpose of the easement is to provide public access for the Grantee's swimming pool to and from 168th Street.

3. NON-EXCLUSIVE EASEMENT. The Grantee shall have the full right to use said easement as if it were a publicly dedicated street. Provided, however, this is a non-exclusive easement to be shared with other persons, such as, but not limited to, persons using the golf course, clubhouse, pro shop, and other facilities. Grantors retain the right to use the Easement Area for all purposes not inconsistent with the easement granted hereby.

4. TERM OF EASEMENT. The term of this easement shall be forever.

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5. BINDING EFFECT. This easement shall be binding upon the Grantors, and their successors and assigns, and shall benefit the Grantee and its successors and assigns.

6. INDEMNITY. Grantee hereby agrees to defend (with counsel reasonably approved by Grantors), indemnify and hold Grantors and their officers, directors, employees, agents, successors, assigns, and other permitted occupants and all persons occupying the Grantor Property, harmless from and against any and all losses, damages, liabilities, claims, actions, demands, detriments, penalties, costs, charges and expenses (including reasonable attorneys' fees) and causes of action relating to or arising from, directly or indirectly, Grantee's activities with respect to the Easement Area and the Access Road. Grantee's indemnification obligation under this Section 6 shall be limited to the amount of commercial general liability insurance maintained by Grantee respecting the Access Road as provided in Section 7 below. The foregoing limitation of liability shall not otherwise be a limitation of any liability that Grantee may otherwise have with respect to the operation and use of the Access Road.

7. INSURANCE. Commencing on the date on which this easement agreement is signed (the "Effective Date") Grantee shall procure and maintain in force, at its own cost and expense, commercial general liability insurance (on an occurrence basis) covering liability assumed by Grantee under this agreement with a combined single limit of not less than \$5,000,000 for bodily injury (including death) and property damage per occurrence with a deductible of no greater than \$2,000. All policies shall name Grantors and their assignees, if applicable, as the insureds or additional insureds as their interests may appear. To the extent obtainable, all such policies shall contain agreements by the insurers that (i) no act or omission by the Grantee shall impair or affect the rights of the insureds to receive and collect the proceeds of the policy and (ii) except with respect to cancellation for nonpayment of premium, such policy shall not be canceled or changed upon less than 30 days prior written notice to the parties.

8. PROVISION OF WATER. For the term of this easement, and in consideration thereof, Grantee shall continue to provide the Grantor Golf Trust of America, its lessees and operators with the water it requires for the operation of the Grantor Golf Trust of America's clubhouse, pro shop and auxiliary building at no charge to said Grantor, and, if necessary, shall cause the appropriate governmental entities to execute any documents necessary to continue such provision.

9. MAINTENANCE. Each Grantor shall maintain in good condition that portion of the Access Road that crosses its respective Grantor Property at its sole cost and expense.

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10. COSTS OF ENFORCEMENT. In the event any legal or equitable action or proceeding shall be instituted between Grantors and Grantee to enforce any provision of this agreement, the party prevailing in such action shall be entitled to recover from the losing party all of its costs, including court costs and reasonable attorneys' fees.

11. AUTHORITY. Grantors and Grantee represent and warrant to one another that each is fully authorized to enter into this agreement.

12. COUNTERPARTS. This agreement may be executed in any number of counterparts; each such counterpart bearing the signature of a party hereto shall be deemed to be an original document, and any set of counterparts bearing the signatures of all parties hereto when taken together shall constitute a fully executed memorandum.

IN WITNESS WHEREOF, the Grantors herein for themselves and their successors and assigns have caused the execution of this Easement.

DATED this 26 day of MAY, 1998.

TIBURON LIMITED PARTNERSHIP,  
A Nebraska Limited Partnership

BY: DRELLA, INC.  
A Nebraska corporation, its sole General Partner

BY: [Signature]  
Its: President

GOLF TRUST OF AMERICA, L.P.,  
A Delaware limited partnership

BY: GTA GP, INC.,  
A Maryland corporation, its General Partner

BY: [Signature]  
W. BRADLEY BLAIR II  
President and CEO

SANITARY AND IMPROVEMENT DISTRICT  
NUMBER 158 OF SARPY COUNTY, NEBRASKA

BY: [Signature]  
Chairman

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98-13587C

STATE OF NEBRASKA     )  
                                   ) ss.  
COUNTY OF SARPY     )

On this 26<sup>th</sup> day of May, 1998, before me the undersigned, a Notary Public in the aforesaid County, personally came Eric B. Waddington, President of Drella, Inc., a Nebraska corporation, as the sole general partner of the Tiburon Limited partnership, personally known to me to be the President and identical person whose name is affixed to the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed as such person, his voluntary act and deed as the officer of said corporation, and the voluntary act of deed of said limited partnership.



Lisa M Barrett  
Notary Public

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STATE OF SOUTH CAROLINA )  
 ) ss.  
COUNTY OF CHARLESTON )

On this 20 day of May, 1998, before me the undersigned, a Notary Public in the aforesaid county, personally came W. Bradley Blair II, President of GTA GP, Inc., as the sole general partner of Golf Trust of America, L.P., personally known to me to be the President and identical person whose name is affixed to the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed as such person, his voluntary act and deed as the officer of said corporation, and the voluntary act of deed of said limited partnership.

*William A. Blair II*  
Notary Public  
*Notary for GC*  
*My Com Exp 12/27/2008*



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STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 21st day of May, 1998, before me the undersigned, a Notary Public in the aforesaid County, personally came W.L. Morrison, Jr., Chairman of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, personally known to me to be the Chairman and identical person whose name is affixed to the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed as such person, his voluntary act and deed as the officer of said District, and the voluntary act of deed of said District.

Kristy J. Gregath  
Notary Public



98-13587F

**GRANTOR PROPERTIES**

**Property Owned By Tiburon Limited Partnership**

The Tiburon Limited Partnership owns Lot 401 and the East 80 feet of Lot 400, Tiburon, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, on which the easement 60 width shown on Exhibit "B" attached hereto is located.

**Property Owned By Golf Trust of America, L.P.**

The Golf Trust of America, L.P., owns part of Lot 400, Tiburon, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, on which the easement 25 feet in width shown on Exhibit "B" attached hereto is located.

Exhibit "A"

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EASEMENT DESCRIPTION

A 50 FOOT WIDE EASEMENT LYING NORTH OF AND ADJOINING THE SOUTH LINE OF LOT 401 AND THE SOUTH LINE OF LOT 400, AND A 25 FOOT WIDE EASEMENT LYING 12.5 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CURVE. THE CURVE BEGINS AT THE POINT OF BEGINNING, THENCE SOUTHWESTERLY ALONG A 545.89 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S31°31'17" W, AN ARC DISTANCE OF 85.37 FEET; THENCE NORTHWESTERLY ALONG A 48.82 FEET TO THE POINT OF BEGINNING; SAID POINT BEING THE CENTERLINE OF SAID 25 FOOT EASEMENT; THENCE SOUTHWESTERLY ALONG A 845.56 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S79°51'40" W, AN ARC DISTANCE OF 286.86 FEET; THENCE SOUTHWESTERLY ALONG A 50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S89°34'20" W, AN ARC DISTANCE OF 16.95 FEET; THENCE NORTHWESTERLY ALONG A 300 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N87°21'55" W, AN ARC DISTANCE OF 69.83 FEET; THENCE SOUTHWESTERLY ALONG A 50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S85°59'11" W, AN ARC DISTANCE OF 114.98 FEET; THENCE NORTHWESTERLY ALONG A 50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S77°10'15" W, AN ARC DISTANCE OF 79.41 FEET; THENCE NORTHWESTERLY ALONG A 300 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N87°21'55" W, AN ARC DISTANCE OF 69.83 FEET; THENCE SOUTHWESTERLY ALONG A 50 FOOT WIDE EASEMENT CURVE TO THE END OF DESCRIBED 25 FOOT WIDE EASEMENT CURVE; THENCE N31°00'01" W, 80.09 FEET SAID EASEMENT FOR IMPRESS AND EGRESS, AND IS LOCATED IN TIBURON, A SUBDIVISION, AS SURVIVED, PLATTED AND RECORDED IN SAPPY COUNTY, NEBRASKA.

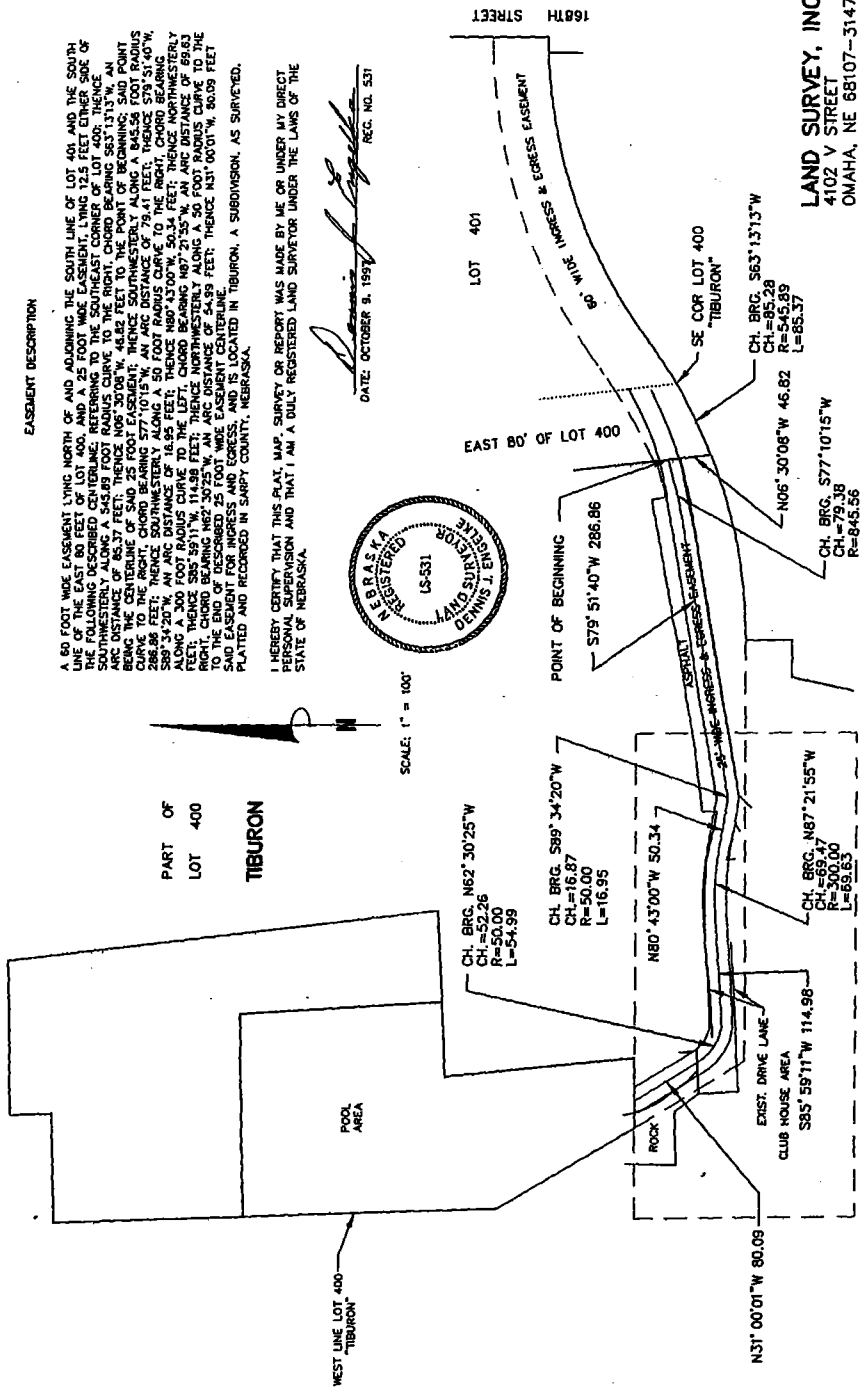
I HEREBY CERTIFY THAT THIS PLAN, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

*Dennis J. Denning*  
 DATE: OCTOBER 9, 1997  
 REG. NO. 531



SCALE: 1" = 100'

PART OF  
 LOT 400  
 TIBURON



LAND SURVEY, INC.  
 4102 V STREET  
 OMAHA, NE 68107-3147  
 402-734-9661

EXHIBIT "B"