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EASEMENT AGREEMENT

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

17183

THIS EASEMENT AGREEMENT, made as of this 21st day of May, 1992, between CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership and CONSTRUCTION DEVELOPERS, INCORPORATED, an Arkansas Corporation (hereinafter ^{collectively} referred to as "Grantors"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Nebraska municipal corporation (hereinafter referred to as "Grantee"),

W I T N E S S E T H:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns, easements to lay, install, construct, maintain, operate, repair, inspect, relay and remove at any time, subsurface pipe lines for the transportation of gas, water, aboveground fire hydrants and aboveground valve boxes, on, over, under and through lands (collectively referred to as the "Easement Tracts") located in Omaha, Douglas County, and more particularly described and shown in Exhibits "G-1", "MU-11", "MU-14", "W-2" and "W-5", attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD said easements unto the Grantee and its successors and assigns.

1. The Grantor agrees that, neither it nor its successors or assigns will at any time, nor will they give anyone else permission to, erect, construct or place on or below the surface of the Easement Tracts any building or structure, except for landscaping, and except further for pavement of the Easement Tracts with porous asphaltic or other suitable hard surface paving material, for use for parking areas, driveways, roadways and sidewalks; provided, however, the exercise by Grantor of the exceptions herein delineated shall not unreasonably interfere with use by Grantee of its easement rights herein conveyed.

2. The Grantee, at its sole cost and expense, shall restore the surface of the Easement Tracts and the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the condition existing prior to such work by Grantee and as soon after such work by Grantee is performed as may be reasonably possible to do so, including, without limitation, any and all necessary repairs and replacement of landscaping and pavement which may be removed and excavated by Grantee in the course of doing any such work within the Easement Tracts. If any such work related to any purposes hereunder, must be conducted ~~near~~ near any of the buildings located in the shopping center to be located on Grantor's land, Grantee shall give the occupants thereof at least seventy-two (72) hours prior notice of such work.

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Grantee shall not erect, install or maintain any lines, pipes, conduits, fixtures, equipment, structures or improvements on the surface of the Easement Tracts, except for aboveground fire hydrants and aboveground valve boxes at the locations described and shown on Exhibits "G-1", "MU-11", "MU-14", "W-2" and "W-5" attached. Grantee's lines, when underground, shall be buried at such depth below the surface as is standard in the industry and will not unreasonably interfere with the permissible use of the surface of the Easement Tracts by Grantor, its successors, assigns or tenants.

3. Grantee shall have the right to ingress and egress over, upon and across the driveways and roadways located on the surface of the lands owned by Grantor upon and within the boundaries of which the Easement Tracts are located, for purposes of access to the Easement Tracts. If Grantee damages any such driveways and roadways, it shall, at its sole cost and expense, promptly restore the driveways and roadways to the same condition which existed prior to such damage.

4. Nothing herein contained shall be construed as a waiver of any rights or remedies of the Grantor at law or in equity against the Grantee or any other person, or of any duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections as to any pipe line or appurtenance thereto constructed and maintained hereunder by Grantee.

5. It is further agreed the Grantor has lawful possession of the Easement Tracts, good right and lawful authority to make such conveyance, and Grantor, and its executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance except liens, encumbrances and prior easements of record.

6. The Grantee shall, at the request of the Grantor, at any time, and from time to time, remove its pipe lines and other facilities from all of any portion of the Easement Tracts, and release and quitclaim all or any portion of the Easement Tracts to the Grantor, provided that the Grantor shall furnish Grantee a substantially equivalent easement which is reasonably satisfactory to Grantee and which will permit the continuation of utility service to Grantor on the same terms as herein at another location on Grantor's said land, and provided further that such relocation, including but not limited to easement acquisition and recordation and line abandonment expense, of the pipe lines shall be at the sole cost and expense of the Grantor.

7. The Grantor hereby reserves the right to grant easements to other utilities or services, and to tenants or owners of portions of the shopping center, which easements may traverse, intersect, transect or otherwise lie within or beneath the surface of the Easement Tracts. Any such subsequent easements traversing, intersecting, transecting or otherwise lying within or beneath the surface of the Easement Tracts, shall not materially interfere with the continuing use of the easement granted to Grantee hereunder.

8. The persons executing this instrument represent that they have the requisite authority to execute the same and make this conveyance on behalf of said limited partnership.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed on the day, month and year first above written.

GRANTORS

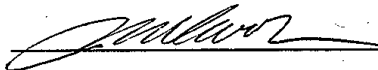
CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership

BY: CENTER SIMON RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership, General Partner

BY: CS RETAIL DEVELOPERS, INC., an Indiana corporation, General Partner

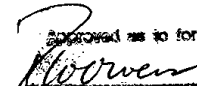
By: 
Herbert Simon, President

CONSTRUCTION DEVELOPERS, INCORPORATED, an Arkansas Corporation

By: 

GRANTEE

METROPOLITAN UTILITY DISTRICT OF OMAHA, a Nebraska municipal corporation

Approved as to form

Attorney
06/25/92

BY: 

STATE OF INDIANA)
COUNTY OF MARION) SS:

On this 21st day of May, 1992, before me, the undersigned, a Notary Public in and for said State and County, personally came Herbert Simon, to me personally known to be the President of CS RETAIL DEVELOPERS, INC., an Indiana corporation and general partner of CENTER SIMON RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership and a general partner of CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership, and the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such officer and the voluntary act and deed of said corporation and limited partnership.

WITNESS my hand and notarial seal this 21st day of May, 1992.

DARLENE E. GARVEY, Notary Public
County of Residence: Johnson
My Commission Expires: Jan. 18, 1994

Darlene E. Garvey
Notary Public



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS:

On this 25 day of JUNE, 1992, before me, a Notary Public in and for said County, personally came GERALD A. RADEK and the ASSISTANT GENERAL MANAGER - OPERATIONS of the METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Nebraska municipal corporation, and the identical persons whose names are affixed to the above Easement Agreement, and they acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said municipal corporation.

WITNESS my hand and notarial seal this 25 day of JUNE, 1992.



Randall W. Owens
Notary Public

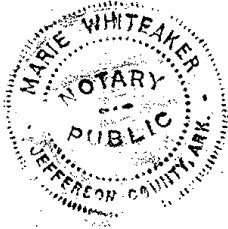
This document was prepared by:
Rebonna Hansen, Esq.
Melvin Simon & Associates, Inc.
P.O. Box 7033
Indianapolis, Indiana 46207

After recording this document
shall be returned to:
Martin I. Behn, Esq.
Greenberger, Krauss & Tennant
180 N. LaSalle Street, Suite 2700
Chicago IL 60601

STATE OF ARKANSAS)
COUNTY OF Pulaski) SS:

On this 21 day of May, 1992, before me, the undersigned, a Notary Public in and for said State and County of Jefferson personally came James E. Nelligan, to me personally known to be the Vice President of CONSTRUCTION DEVELOPERS, INCORPORATED, an Arkansas Corporation, and the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal this 21 day of May, 1992.



Marie Whiteaker
Notary Public
My commission expires: 1-13-2002

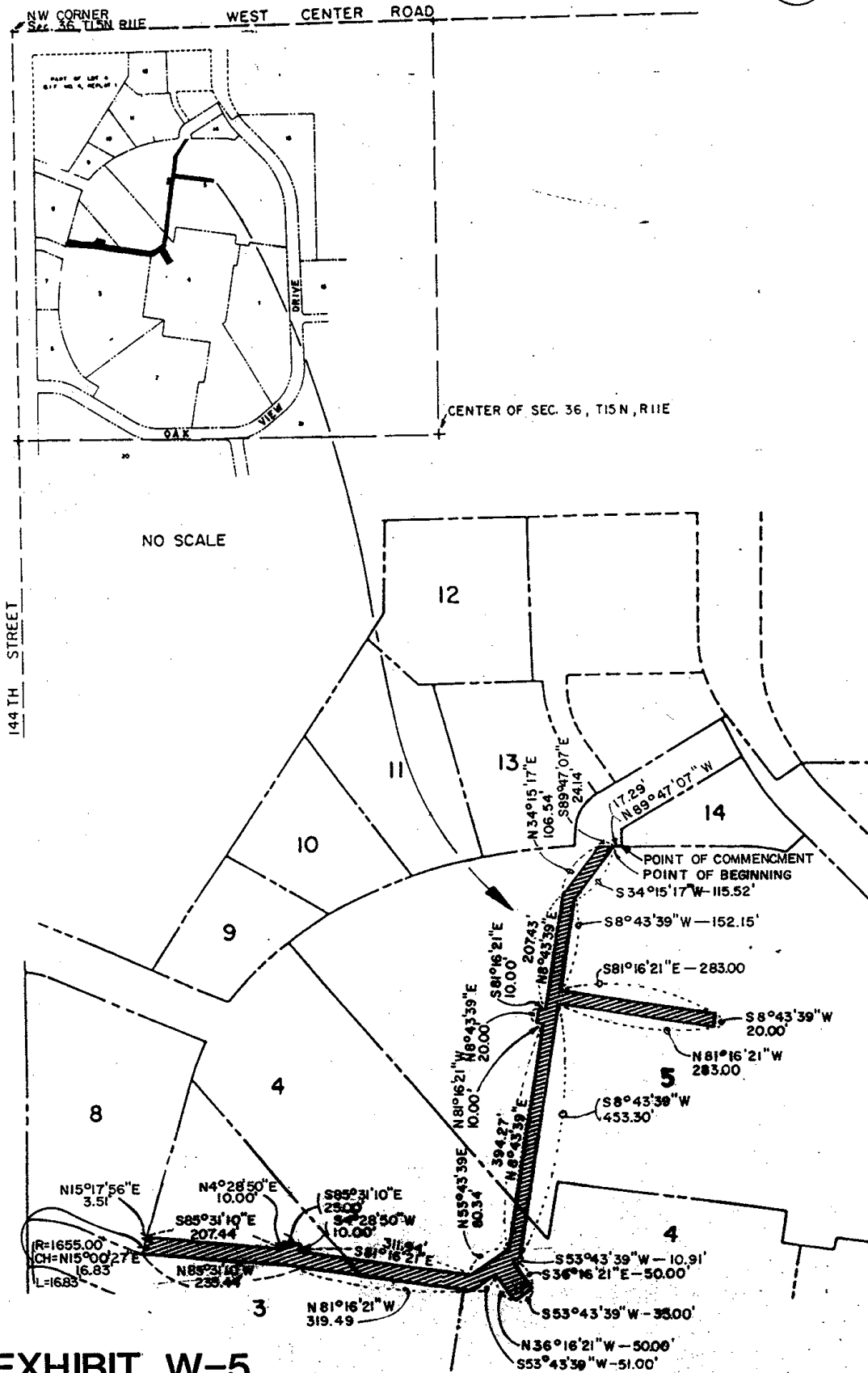


EXHIBIT W-5

REVISED 3-29-91

Exhibit G-1
5-1-92
Plate 2/2

LEGAL DESCRIPTION
PERMANENT GAS LINE EASEMENT
OAK VIEW MALL

An easement for gas line purposes located in part of Lots 1, 4 and 5, Oak View, a subdivision located in the West half (W1/2) of Section 36, Township 15 North, Range 11 East, Douglas County, Nebraska and more particularly described as follows.

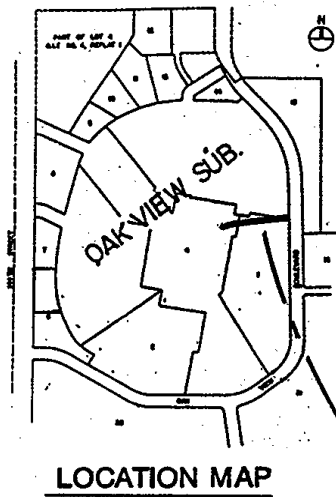
Beginning at the northeasterly lot corner of said Lot 1; thence $S1^{\circ}19'52''E$, (assumed bearing) 15.32 feet along the westerly right-of-way (R.O.W.) line of Oak View Drive; thence $S89^{\circ}08'09''W$, 317.55 feet; thence $S69^{\circ}58'34''W$, 50.00 feet; thence $N81^{\circ}15'43''W$, 24.75 feet; thence $N8^{\circ}38'35''E$, 9.22 feet; thence $N69^{\circ}58'34''E$, 70.65 feet; thence $N89^{\circ}08'09''E$, 320.76 feet to a point on the said west R.O.W. line of Oak View Drive; thence $S1^{\circ}19'52''E$, 4.68 feet along the said west R.O.W. line of Oak View Drive to the Point of Beginning; containing an area of 7704 square feet more or less.

SME:jrh-legd-6

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EXHIBIT G-1

BOOK 1019 PAGE 216



LOCATION MAP

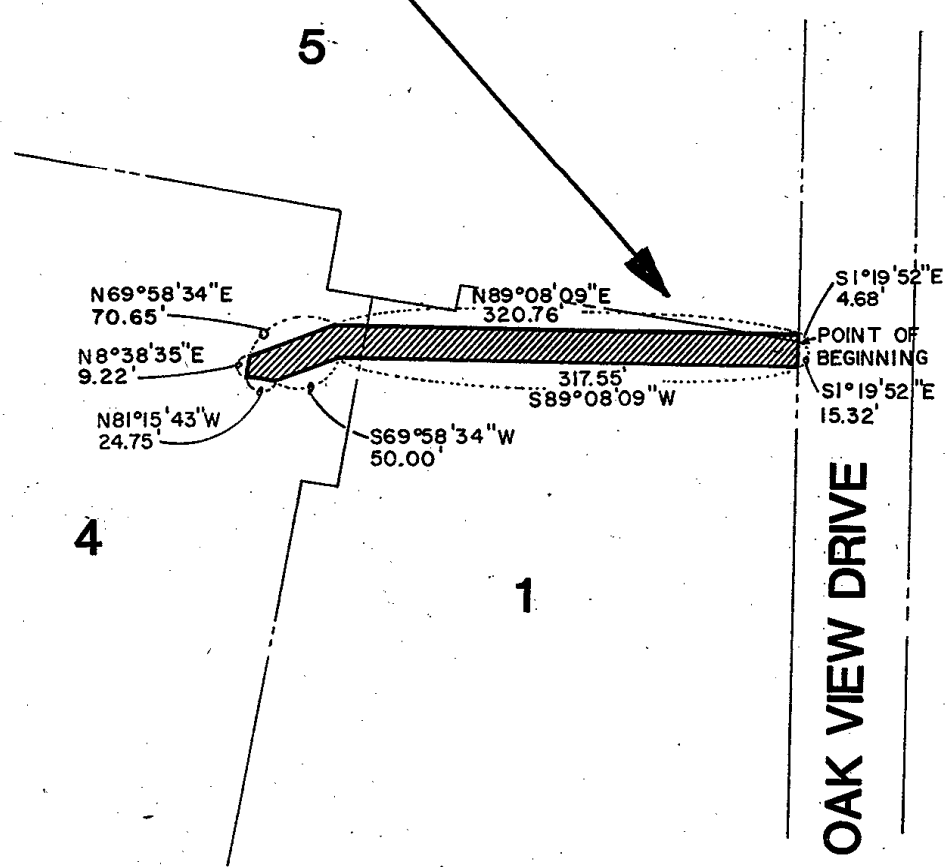
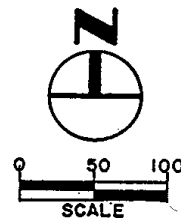



PLATE 1/2	DATE 5-1-92 K.M.A. NO. B910334	TITLE GAS LINE EASEMENT PROJECT OAK VIEW SUB.	 KIRKHAM, ARCHITECTS MICHAEL ENGINEERS AND ASSOCIATES PLANNERS
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UTILITY EASEMENT FOR
METROPOLITAN UTILITIES DISTRICT
OMAHA PUBLIC POWER DISTRICT
U.S. WEST COMMUNICATION
COX CABLE OMAHA, INC.

LEGAL DESCRIPTION OF PERMANENT UTILITY EASEMENT:

A tract of land being part of Lots 1, 2, 4, 5, 6, and 14 in Oak View, a Subdivision located in the West half (W1/2) of Section 36, Township 15 North, Range 11 East, 6th P.M., Douglas County, Nebraska and more particularly described as follows:

A 15 foot wide strip of land located along the Westerly and Northerly right-of-way (R.O.W.) line of Oak View Drive and a line parallel to and 15 feet perpendicular distance right of said right-of-way line extended or shortened to intersect lot lines, said Westerly and Northerly right-of-way line of Oak View Drive being described as follows: Beginning at the most Northerly corner of Lot 5 of said Oak View Subdivision; thence Southeasterly on a curve to the left with a radius of 650.76 feet, a chord of 79.14 feet bearing S26°18'26"E, (assumed bearing), and an arc length of 79.20 feet to a point of tangency; thence S29°47'37"E, a distance of 57.64 feet; thence Southeasterly on a tangent curve to the left with a radius of 340.00 feet, a chord of 75.52 feet bearing S36°10'10"E and an arc length of 75.67 feet; thence S42°32'44"E, a distance 240.99 feet; thence Southeasterly on a tangent curve to the right with a radius of 550.00 feet, a chord of 387.15 feet bearing S21°56'18"E and an arc length of 395.63 feet; thence S01°19'52"E, a distance 996.15 feet; thence Southwesterly on a tangent curve to the right with a radius of 310.00 feet, a chord of 267.34 feet bearing S24°12'44"W and an arc length of 276.41 feet; thence S49°45'20"W, a distance of 133.41 feet; thence Southwesterly on a tangent curve to the right with a radius of 280.00 feet, a chord of 192.65 feet bearing S69°52'40"W and an arc length of 196.67 feet; thence Due West, a distance of 458.89 feet; thence Northwesterly on a tangent curve to the right with a radius of 260.00 feet, a chord of 141.54 feet bearing N74°12'19"W and an arc length of 143.34 feet; thence N58°24'38"W, a distance of 315.67 feet; to the point of termination, being the most Southerly lot corner of said Lot 6; containing 1.226 acres more or less.

Together with the following adjacent strip of land described as follows: Beginning at the said most Southerly lot corner of Lot 6; thence N58°24'38"W, 114.55 feet along the said Northerly (R.O.W.) line of Oak View Drive; thence Northwesterly along the said Northerly (R.O.W.) line of Oak View Drive on a tangent curve to the left, with a radius of 340.00 feet, a chord of 100.05 feet bearing N66°52'16"W, and an arc length of 100.41 feet; thence N55°03'58"E, 19.40 feet; thence Southeasterly on a tangent curve to the right with a radius of 355.00 feet, a chord of 92.01 feet, bearing S65°51'22"E and an arc length of 92.27 feet; thence

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S58°24'38"E, 114.55 feet to the Easterly lot line of said Lot 6;
thence S31°35'23"W, 15.00 feet along the said Easterly lot line
of Lot 6 to the Point of Beginning containing 0.0726 acres more
or less. Total of both areas equal 1.298 acres more or less.

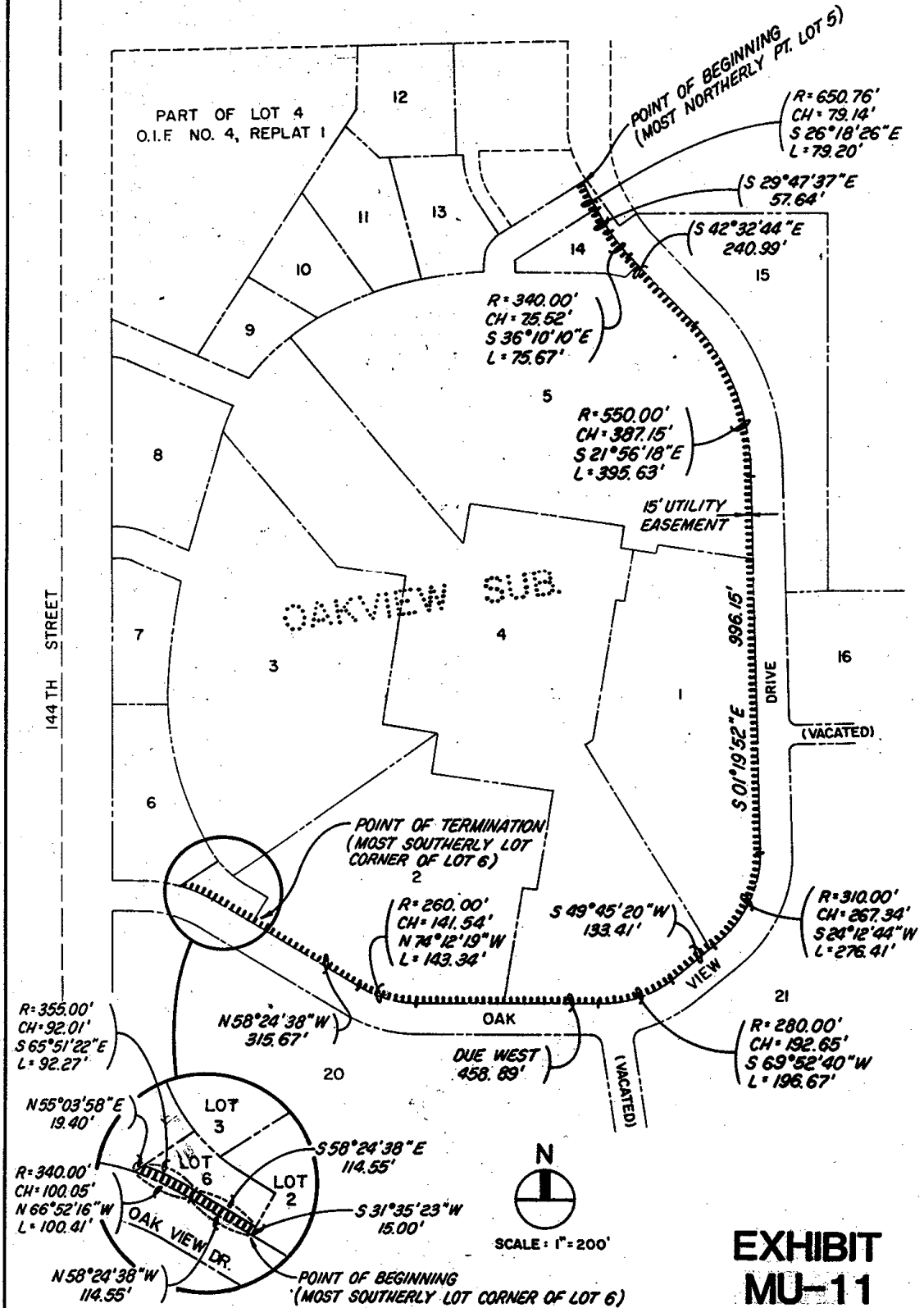
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NW CORNER
SEC. 36, T15N, R11E WEST - CENTER ROAD

SCALE: 1"=300'



SCALE: 1"=200'

**EXHIBIT
MU-11**

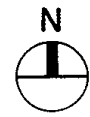
PLATE 1/2	DATE 2-21-92	TITLE MULTI-USE EASEMENT	 KIRKHAM, ARCHITECTS MICHAEL, ENGINEERS AND ASSOCIATES, PLANNERS
	K.M.A. NO. B910334	PROJECT OAK VIEW SUBDIVISION	

LEGAL DESCRIPTION

PERMANENT MULTI-USE UTILITY EASEMENT FOR
METROPOLITAN UTILITIES DISTRICT
OMAHA PUBLIC POWER DISTRICT
U.S. WEST COMMUNICATIONS
OAK VIEW

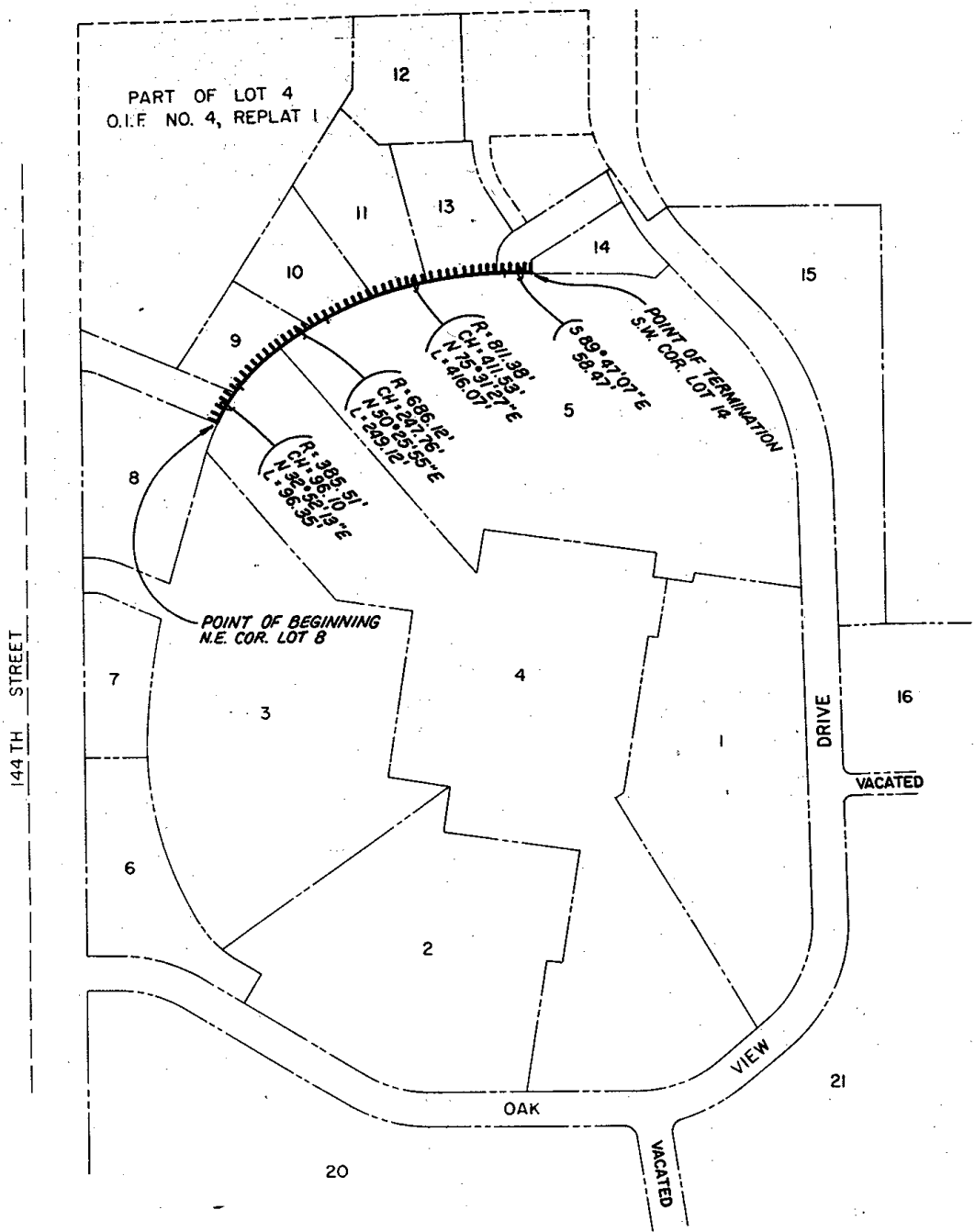
An easement tract being part of Lots 4, 5, 9 thru 11 and 13, in Oak View, a Subdivision located in the West half (W1/2) of Section 36, Township 15 North, Range 11 East, Douglas County, Nebraska and more particularly described as follows:

A 25 foot strip of land lying within said Lots 4, 5, 9 thru 11 and 13, being "LEFT" of parallel, adjacent and extended or shortened to intersecting lot lines, to the following described line: Beginning at the Northeast corner of Lot 8, said Oak View Subdivision; thence Northeasterly on curve to the right, said curve having a radius of 385.51 feet, a long chord of 96.10 feet bearing N32°52'13"E and a arc length of 96.35 feet to a point of compound curvature; thence Northeasterly along the Southeasterly lot line of said Lots 9 and 10, on a curve to the right, said curve having a radius of 686.12 feet, a long chord of 247.76 feet bearing N50°25'55"E and an arc length of 249.12 feet to a point of compound curvature; thence Northeasterly along the Southeasterly lot line of said Lots 10, 11 and 13 and an Easterly continuation of such line of said Oak View Subdivision, on a curve to the right, said curve having a radius of 811.38 feet, a long chord of 411.53 feet bearing N75°31'27"E, and an arc length of 416.07 feet to a point of tangency; thence S89°47'07"E along the Westerly extension of the Southerly line of Lot 14, a distance of 58.47 feet to the Point of Termination; said point being the Southwest corner of said Lot 14; The total area of the tract is 0.479 acres, more or less.



SCALE: 1" = 300'

WEST CENTER ROAD



LEGEND

..... 25' WIDE UTILITY EASEMENT

EXHIBIT MU-14

PLATE 1/2	DATE 2-26-92 K.M.A. NO. B910334	TITLE MULTI-USE EASEMENT PROJECT OAK VIEW SUBDIVISION	 KIRKHAM, ARCHITECTS MICHAEL ENGINEERS AND ASSOCIATES PLANNERS
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METROPOLITAN UTILITIES WATER LINE EASEMENT

LEGAL DESCRIPTION OF TRACT:

A tract of land being part of Lot 5 in Oak View, a Subdivision located in the West half (W1/2) of Section 36, Township 15 North, Range 11 East, Douglas County, Nebraska and more particularly described as follows:

Permanent Easement:

Commencing at the Southwest corner of Lot 14, Oak View Subdivision; thence $N0^{\circ}12'53"E$ (assumed bearing), along the most Westerly lot line of said Lot 14 a distance of 25.00 feet to the point of beginning; thence $N89^{\circ}47'07"W$ a distance of 26.56 feet; thence $N56^{\circ}45'17"E$ a distance of 252.83 feet; thence Southeasterly, on a curve to the left, being 10.00 feet from and parallel to the Westerly R.O.W. line of Oak View Drive, said curve having a radius of 665.76 feet, a long chord of 10.03 feet bearing $S29^{\circ}07'56"E$ and an arc length of 10.03 feet to a point on the Northerly lot line of said Lot 14; thence $S56^{\circ}45'17"W$, along the said Northerly lot line of Lot 14, a distance of 223.74 feet to a point of curvature; thence Southwesterly, along the Northwesterly lot line of Lot 14, on a curve to the left, said curve having a radius of 5.85 feet, a long chord of 5.64 feet bearing $S27^{\circ}55'11"W$ and an arc length of 5.88 feet to a point of tangency; thence $S0^{\circ}12'53"W$ along the said Westerly most lot line of Lot 14 a distance of 2.31 feet to the point of beginning. The total area of said permanent easement is 2,474 square feet.

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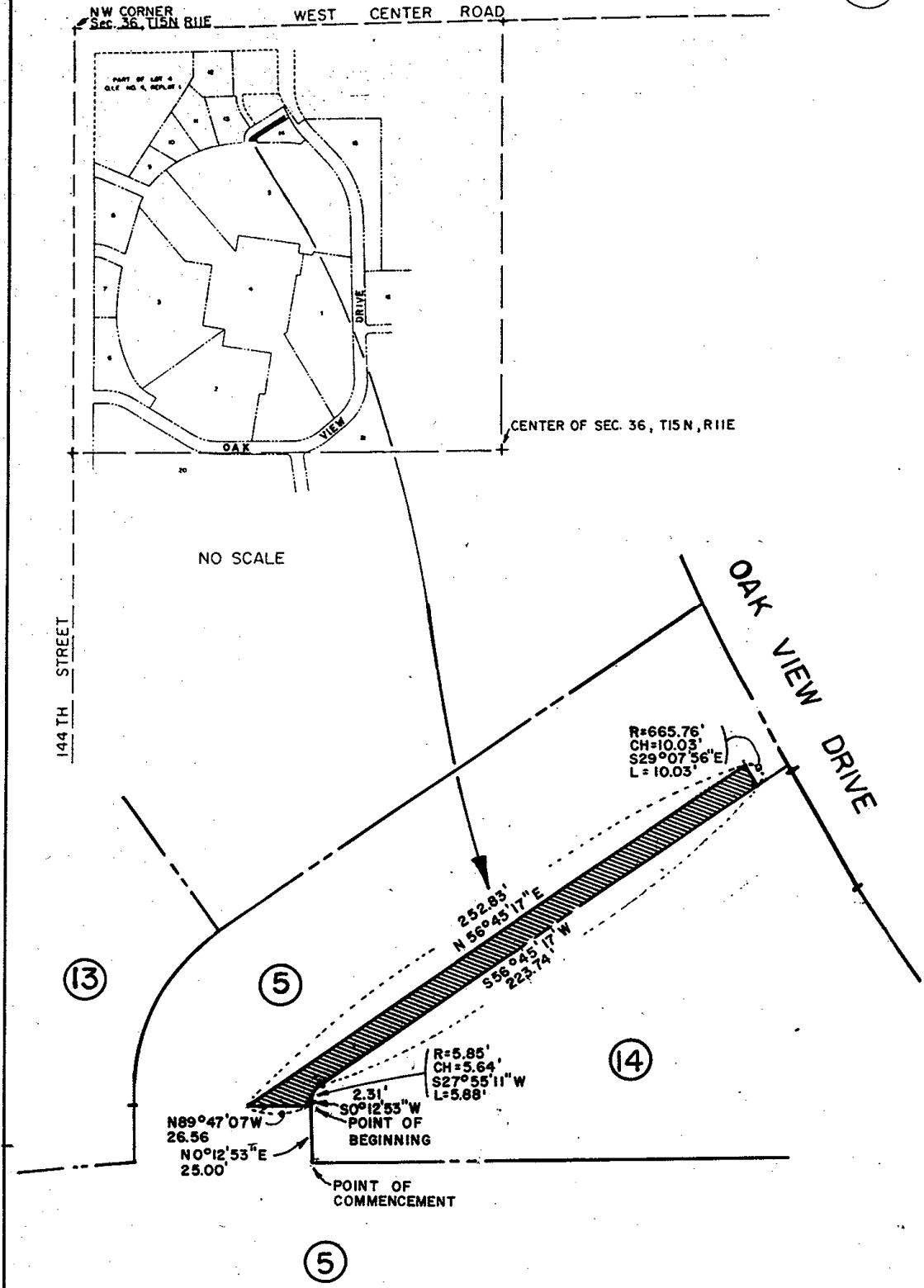


EXHIBIT W-2

SCALE: 1" = 50'

METROPOLITAN UTILITIES WATER LINE EASEMENT

LEGAL DESCRIPTION OF TRACT:

A tract of land being part of Lots 3, 4 and 5 in Oak View, a Subdivision located in the West half (W1/2) of Section 36, Township 15 North, Range 11 East, Douglas County, Nebraska and more particularly described as follows:

Permanent Easement:

Commencing at the Southwest Corner of Lot 14, Oak View Subdivision; thence along the westerly extension of the southerly line of Lot 14, N89°47'07"W (assumed bearing), 17.29 feet to the Point of Beginning; thence S34°15'17"W, 115.52 feet; thence S8°43'39"W, 152.15 feet; thence S81°16'21"E, 283.00 feet; thence S8°43'39"W, 20.00 feet; thence N81°16'21"W, 283.00 feet; thence S8°43'39"W, 453.30 feet; thence S53°43'39"W, 10.91 feet; thence S36°16'21"E, 50.00 feet; thence S53°43'39"W, 35.00 feet; thence N36°16'21"W, 50.00 feet; thence S53°43'39"W, 51.00 feet; thence N81°16'21"W, 319.49 feet; thence N85°31'10"W, 235.44 feet to a point on the westerly line of said Lot 3, and the beginning of a non-tangent curve to the right; thence along said westerly line and along said curve having a radius of 1,655.00 feet and a chord bearing N15°00'27"E, 16.83 feet, an arc distance of 16.83 feet to a point of tangency; thence continuing along said westerly line, N15°17'56"E, 3.51 feet; thence S85°31'10"E, 207.44 feet; thence N4°28'50"E, 10.00 feet; thence S85°31'10"E, 25.00 feet; thence S4°28'50"W, 10.00 feet; thence S81°16'21"E, 311.94 feet; thence N53°43'39"E, 80.34 feet; thence N8°43'39"E, 394.27 feet; thence N81°16'21"W, 10.00 feet; thence N8°43'39"E, 20.00 feet; thence S81°16'21"E, 10.00 feet; thence N8°43'39"E, 207.43 feet; thence N34°15'17"E, 106.54 feet to a point on said westerly extension of the southerly line of Lot 14; thence along said westerly extension, S89°49'07"E, 24.14 feet to the point of beginning, containing an area of 0.81 acre, more or less.

VDJ:jrh-LG

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