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## EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is made and entered into by and between THE CITY OF OMAHA, NEBRASKA, a municipal corporation (the "City"), and RIVERFRONT CAMPUS DEVELOPERS, LLC, a Nebraska limited liability company (the "Developer").

### INTRODUCTION

Pursuant to that certain Redevelopment Agreement among the City, the Developer, and Douglas County, Nebraska, dated April 19, 2001, pursuant to the Gallup University Riverfront Redevelopment Plan of the City approved by the Omaha City Council on January 9, 2001 (such redevelopment plan, as same may have been and may be hereafter amended, the "Redevelopment Agreement") the City has replatted certain real estate now known as Lots 1 through 17, inclusive, and Outlots 1 through 4, Gallup University Riverfront Campus, a subdivision, as surveyed, platted and recorded, in Omaha, Douglas County, Nebraska (the "Real Property"), and the final plat thereof (the "Plat") has been recorded in the office of the Register of Deeds of Douglas County, Nebraska. Various easements are shown on the Plat. The purpose of this Agreement is to set forth the terms of such easements and certain other easements provided for in the Redevelopment Agreement. References herein to a "Lot" or "Lots" refer to lots shown on the Plat.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All locations and dimensions stated herein of the easements are approximate. The exact locations and dimensions of the easements are as shown on the Plat.
2. The City is referred to herein as "Grantor" when granting easements. The rights, interests and duties of the City as Grantor shall remain with the owner of the applicable portion of the Real Property. The rights, interests and duties of the City as grantee of the easements granted herein shall remain with the City irrespective of any transfer of any portion of the Real Property. The City's rights and interests as Grantor and as the grantee shall not merge.
3. The terms of the easements set forth on the Plat are as follows:

A. Permanent 100' Drainage and Storm Sewer Easement to the City of Omaha located on a portion of Lot 16.

1. Grantor does hereby grant and convey unto City, and to its successors and assigns, an easement for the right to construct, inspect, maintain, repair and operate a drainage and storm sewer, and appurtenances thereto in, through, and under the parcel of land shown on the Plat in Lot 16 as the Permanent 100' Drainage and Storm Sewer Easement area. To have and to hold unto said City, its successors and assigns, together with the right of ingress and egress from said

premises for the purpose of constructing, inspecting, maintaining, repairing or operating said sewer as deemed reasonably necessary or appropriate by the City. The Grantor may, following construction of said sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the City to use the same for the purposes herein expressed.

2. No buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by Grantor, its successors and assigns without express approval of the City, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, approval of the City shall not be required for the installation of signs, driveways, parking lots, landscaping, or structures shown in the Redevelopment Agreement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, its successors or assigns.

3. City will replace or rebuild any and all damage to improvements caused by City exercising its rights of constructing, inspecting, maintaining, repairing or operating said sewer. City will use its best efforts to avoid or minimize any damage to improvements caused by City exercising its rights of constructing, inspecting, maintaining, repairing or operating said sewer.

4. City shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the City performing such construction and work.

5. Said easement is granted upon the condition that the City will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction, inspection, maintenance, repair and operation of the sewer.

6. The City shall use its best efforts to coordinate its work on the sewer to minimize interference with Grantor's business.

7. The City shall indemnify, defend and hold the Developer, and all future owners and occupants of any portion of the Real Property (each, an "Indemnified Party") harmless against any loss, liability, damage or expense whatsoever resulting from or arising out of, or which may result from or arise out of, third party claims or causes of action associated with or pertaining to the construction, repair, use or maintenance of the sewer, except for liability resulting from such Indemnified Party's own gross negligence or willful misconduct.

B. Permanent 40' Storm Sewer Easement to the City of Omaha located on a portion of Lots 10, 13, 14 and 17.

1. Grantor does hereby grant and convey unto City, and to its successors and assigns, an easement for the right to inspect, maintain, repair and operate a storm sewer, and appurtenances thereto in, through, and under the parcel of land shown on the Plat in Lots 10, 13, 14 and 17 as the Permanent 40' Storm Sewer Easement area. To have and to hold unto said City, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of inspecting, maintaining, repairing or operating said sewer as deemed reasonably necessary or appropriate by the City. The Grantor may, following construction of said sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the City to use the same for the purposes herein expressed.
2. No buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by Grantor, its successors and assigns without express approval of the City, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, approval of the City shall not be required for the installation of signs, driveways, parking lots, landscaping, or structures shown in the Redevelopment Agreement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, its successors or assigns.
3. City will replace or rebuild any and all damage to improvements caused by City exercising its rights of constructing, inspecting, maintaining, repairing or operating said sewer. City will use its best efforts to avoid or minimize any damage to improvements caused by City exercising its rights of constructing, inspecting, maintaining, repairing or operating said sewer.
4. City shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the City performing such construction and work.
5. Said easement is granted upon the condition that the City will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction, inspection, maintenance, repair and operation of the sewer.
6. The City shall use its best efforts to coordinate its work on the sewer to minimize interference with Grantor's business.
7. The City shall indemnify, defend and hold each Indemnified Party harmless against any loss, liability, damage or expense whatsoever resulting from or arising out of, or which may result from or arise out of, third party claims or causes of action associated with or pertaining to the construction, repair, use or maintenance of the sewer, except for liability resulting from such Indemnified Party's own gross negligence or willful misconduct.

C. Permanent 390' Grace Street Drainage, Sewer, Levee and Waterline Easement to the City of Omaha located on a portion of Lot 15 and Permanent 60' Access Easement to the City of Omaha located on a portion of Lot 15.

1. Grantor does hereby grant and convey unto City, and to its successors and assigns, an easement for the right to construct, inspect, maintain, repair and operate a drainage and storm sewer, levee and waterline and appurtenances thereto in, through, and under the parcel of land shown on the Plat in Lot 15 as the Permanent 390' Grace Street Drainage, Sewer, Levee and Waterline Easement area (the "Grace Street Easement Area"). To have and to hold unto said City, its successors and assigns, together with the right of ingress and egress from said premises across the parcel of land shown on the Plat located in Lot 15 as the Permanent 60' Access Easement area (the "Access Easement Area"), for the purpose of constructing, inspecting, maintaining, repairing or operating said sewer, levee and waterline as deemed reasonably necessary or appropriate by the City. The Grantor may, following construction of said sewer, levee and waterline, continue to use the surface of the Grace Street Easement Area and the Access Easement Area conveyed hereby for other purposes, subject to the right of the City to use the same for the purposes herein expressed.
2. No buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strips by Grantor, its successors and assigns without express approval of the City, which shall not be unreasonably withheld or delayed. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, its successors or assigns.
3. City will replace or rebuild any and all damage to improvements caused by City exercising its rights of constructing, inspecting, maintaining, repairing or operating said sewer, levee or waterline. City will use its best efforts to avoid or minimize any damage to improvements caused by City exercising its rights of constructing, inspecting, maintaining, repairing or operating said sewer, levee and waterline.
4. City shall cause any trench made on the Grace Street Easement Area to be properly refilled and shall cause the premises to be left in a neat and orderly condition. These easements are also for the benefit of any contractor, agent, employee, or representative of the City performing such construction and work.
5. Said easements are granted upon the condition that the City will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement areas as necessary for construction, inspection, maintenance, repair and operation of the sewer, levee and waterline.

6. The City shall use its best efforts to coordinate its work on the sewer, levee and waterline to minimize interference with Grantor's business.

7. The City shall indemnify, defend and hold each Indemnified Party harmless against any loss, liability, damage or expense whatsoever resulting from or arising out of, or which may result from or arise out of, third party claims or causes of action associated with or pertaining to the construction, repair, use or maintenance of the sewer, levee or waterline, or access to the Grace Street Easement Area, except for liability resulting from such Indemnified Party's own gross negligence or willful misconduct.

D. Permanent 100' Grace Street Drainage and Sewer Easement to the City of Omaha located on a portion of Lots 1, 2, 9, 10, 12 and 13.

1. Grantor does hereby grant and convey unto City, and to its successors and assigns, an easement for the right to construct, inspect, maintain, repair and operate a drainage and storm sewer, and appurtenances thereto in, through, and under the parcel of land shown on the Plat in Lots 1, 2, 9, 10, 12 and 13 as the Permanent 100' Grace Street Drainage and Sewer Easement area. To have and to hold unto said City, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, repairing or operating said sewer as deemed reasonably necessary or appropriate by the City. The Grantor may, following construction of said sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the City to use the same for the purposes herein expressed.

2. No buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by Grantor, its successors and assigns without express approval of the City, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, approval of the City shall not be required for the installation of signs, driveways, parking lots, landscaping, or structures shown in the Redevelopment Agreement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, its successors or assigns.

3. City will replace or rebuild any and all damage to improvements caused by City exercising its rights of constructing, inspecting, maintaining, repairing or operating said sewer. City will use its best efforts to avoid or minimize any damage to improvements caused by City exercising its rights of constructing, inspecting, maintaining, repairing or operating said sewer.

4. City shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the City performing such construction and work.

5. Said easement is granted upon the condition that the City will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction, inspection, maintenance, repair and operation of the sewer.

6. The City shall use its best efforts to coordinate its work on the sewer to minimize interference with Grantor's business.

7. The City shall indemnify, defend and hold each Indemnified Party harmless against any loss, liability, damage or expense whatsoever resulting from or arising out of, or which may result from or arise out of, third party claims or causes of action associated with or pertaining to the construction, repair, use or maintenance of the sewer, except for liability resulting from such Indemnified Party's own gross negligence or willful misconduct.

E. Permanent 60' Sanitary Sewer Easement to the City of Omaha located on a portion of Lots 2, 4, 5, 6, 7 and 16.

1. Grantor does hereby grant and convey unto City, and to its successors and assigns, an easement for the right to construct, inspect, maintain, repair and operate a sanitary sewer, and appurtenances thereto in, through, and under the parcel of land shown on the Plat in Lots 2, 4, 5, 6, 7 and 16 for the Permanent 60' Sanitary Sewer Easement area. To have and to hold unto said City, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, repairing or operating said sewer as deemed reasonably necessary or appropriate by the City. The Grantor may, following construction of said sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the City to use the same for the purposes herein expressed.

2. No buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by Grantor, its successors and assigns without express approval of the City, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, approval of the City shall not be required for the installation of signs, driveways, parking lots, landscaping, or structures shown in the Redevelopment Agreement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, its successors or assigns.

3. City will replace or rebuild any and all damage to improvements caused by City exercising its rights of constructing, inspecting, maintaining, repairing or operating said sewer. City will use its best efforts to avoid or minimize any damage to improvements caused by City exercising its rights of constructing, inspecting, maintaining, repairing or operating said sewer.

4. City shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the City performing such construction and work.

5. Said easement is granted upon the condition that the City will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction, inspection, maintenance, repair and operation of the sewer.

6. The City shall use its best efforts to coordinate its work on the sewer to minimize interference with Grantor's business.

7. The City shall indemnify, defend and hold each Indemnified Party harmless against any loss, liability, damage or expense whatsoever resulting from or arising out of, or which may result from or arise out of, third party claims or causes of action associated with or pertaining to the construction, repair, use or maintenance of the sewer, except for liability resulting from such Indemnified Party's own gross negligence or willful misconduct.

F. Trail Easement to the City of Omaha located on a portion of Lots 1, 2, 3 and 16.

1. Grantor does hereby grant and convey unto City, and to its successors and assigns, an easement for the right to construct, inspect, maintain, repair, replace and operate a pedestrian trail on the parcel of land shown on the Plat in Lots 1, 2, 3 and 16 for the Trail Easement area (the "Trail Easement Area"). To have and to hold unto said City, its successors and assigns, together with the right of ingress and egress from the Trail Easement Area for the purpose of constructing, inspecting, maintaining, repairing, replacing and operating said trail as reasonably necessary in order to keep the Trail Easement Area in first class condition.

2. No buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by Grantor, its successors and assigns without express approval of the City, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, approval of the City shall not be required for the installation of signs, driveways, parking lots, landscaping, or structures shown in the Redevelopment Agreement. These improvements shall be maintained by Grantor, its successors or assigns.

3. City will replace or rebuild any and all damage to improvements caused by City exercising its rights of constructing, inspecting, maintaining, repairing, replacing or operating said trail. City will use its best efforts to avoid or minimize any damage to improvements caused by City exercising its rights of inspecting, maintaining, repairing, replacing or operating the Trail Easement Area.



4. This easement is also for the benefit of any contractor, agent, employee, or representative of the City performing such construction and work.
5. The City shall use its best efforts to coordinate its work on the Trail Easement Area to minimize interference with Grantor's business.
6. The City shall maintain, repair and replace the Trail Easement Area and the improvements thereon, including without limitation the public trail constructed thereon and the riverbank therein, as necessary in order to keep it in first class condition and keep the riverbank stabilized. The Developer shall have no responsibility for snow removal or any other the maintenance of the Trail Easement Area, including such trail or the riverbank.
7. The City shall indemnify, defend and hold each Indemnified Party harmless against any loss, liability, damage or expense whatsoever resulting from or arising out of, or which may result from or arise out of, third party claims or causes of action associated with or pertaining to the construction, repair, use or maintenance of the Trail Easement Area or the public trails and walkways therein, except for liability resulting from such Indemnified Party's own gross negligence or willful misconduct.
8. The City shall pay all costs incurred in the planning, design, development, construction, maintenance, management, use, conduct, existence and operation of the public trails and walkways constructed on the Trail Easement Area. The Developer shall construct the trail at the location shown on the Plat in accordance with the terms of the Redevelopment Agreement, provided that all construction and related costs incurred by the Developer shall be reimbursed by the City in accordance with Section 2.7 of the Redevelopment Agreement.
9. The City shall use the Trail Easement Area for the sole purpose of a recreational trail and trail improvements for the public to use for walking, running, and jogging. The City agrees to limit use of this trail to such activities. The City agrees that permitted uses of the trail will not include rollerskating, skateboarding or rollerblading, or the operation of any motor-powered or electric powered bikes or vehicles; provided that, motor-powered or electric powered wheelchairs or maintenance vehicles will be permitted. Each of the parties hereto agree that the City may, at its sole cost and expense, install and maintain trail signage on the easement.

G. Amphitheater Easement to the City of Omaha located on a portion of Lot 1.

1. Grantor does hereby grant and convey unto City, and to its successors and assigns, an easement for the right to construct, inspect, maintain, repair, replace and operate an amphitheater on the parcel of land shown on the Plat in Lot 1 for the Amphitheater Easement area. To have and to hold unto said City, its successors and assigns, together with the right of ingress and egress from said

premises for the purpose of constructing, inspecting, maintaining, repairing or operating said amphitheater as reasonably necessary in order to keep it in first class condition.

2. No buildings, improvements, or other structures, shall be placed in, on, over, or across said easement area by Grantor, its successors and assigns without express approval of the City, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, approval of the City shall not be required for the installation of signs, driveways, parking lots, landscaping, or structures shown in the Redevelopment Agreement. These improvements shall be maintained by Grantor, its successors or assigns.

3. City will replace or rebuild any and all damage to improvements caused by City exercising its rights of constructing, inspecting, maintaining, repairing or operating said amphitheater. City will use its best efforts to avoid or minimize any damage to improvements caused by City exercising its rights of constructing, inspecting, maintaining, repairing or operating said amphitheater.

4. This easement is also for the benefit of any contractor, agent, employee, or representative of the City performing such construction and work.

5. Said easement is granted upon the condition that the City will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction, inspection, maintenance, repair and operation of the amphitheater.

6. The City shall use its best efforts to coordinate its work on the amphitheater to minimize interference with Grantor's business.

7. The city shall maintain, repair and replace the amphitheater constructed on the amphitheater easement as necessary in order to keep it in first class condition. Grantor and the Developer shall have no responsibility for the maintenance of such amphitheater, including without limitation maintenance of the turf areas of the easement or snow removal.

8. The City shall indemnify, defend and hold each Indemnified Party harmless against any loss, liability, damage or expense whatsoever resulting from or arising out of, or which may result from or arise out of, third party claims or causes of action associated with or pertaining to the construction, repair, use or maintenance of the amphitheater, except for liability resulting from such Indemnified Party's own gross negligence or willful misconduct.

9. The City shall pay all costs incurred in the planning, design, development, construction, maintenance, management, use, conduct, existence and operation of the amphitheater.

10. Concerts may be held in the amphitheater after receipt of approval for the same from the City, and all concerts must be completed by 11:00 p.m. Amplification of music or sound and the conduct of those utilizing the amphitheater shall be consistent with that typically associated with a similar event held in a City park and shall be governed by applicable City codes, rules and regulations, including noise restrictions. Except for legal holidays, in no event shall amplified music or sound be allowed in the amphitheater during the hours of 6:00 a.m. to noon and 1:30 p.m. to 6:00 p.m. on Monday through Friday; provided, however, that these hours may be altered from time to time for a specific special event with the prior written consent of the City and the owner of a majority of the Real Property excluding Lots 16 and 17. All rules of the City Parks Department governing City parks shall also apply to the amphitheater.

H. Turn Around Easement to the City of Omaha located on a portion of Lots 2 and 9.

1. Grantor does hereby grant and convey unto City, and to its successors and assigns, an easement for the right to access for the purpose of allowing emergency vehicles to turn around the area shown on the Plat in Lots 2 and 9 as the Turn Around Easement area.

2. No buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by Grantor, its successors and assigns without express approval of the City, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, approval of the City shall not be required for the installation of signs, driveways, parking lots, landscaping, or structures shown in the Redevelopment Agreement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, its successors or assigns. The easement strip shall be maintained in an open condition to allow emergency vehicles to use the easement area for turning.

3. This easement is also for the benefit of any agent, employee, or representative of the City.

4. The City shall indemnify, defend and hold each Indemnified Party harmless against any loss, liability, damage or expense whatsoever resulting from or arising out of, or which may result from or arise out of, third party claims or causes of action associated with or pertaining to the use of the easement area by City, except for liability resulting from such Indemnified Party's own gross negligence or willful misconduct.

I. Permanent Access Easement and Sign Easement to the owners of Lots 1-13 located on a portion of Lot 17.

1. Grantor does hereby grant and convey unto the owners of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 (the "Roadway Lots"), and to each of their successors and assigns (the "Roadway Lot Owners"), a non-exclusive easement for the

purposes of signage and ingress and egress by vehicular and pedestrian traffic over and across the parcel of land shown on the Plat in Lot 17 as the Permanent Access Easement and Sign Easement area (the "Roadway Easement Area") by the Roadway Lot Owners, including without limitation the right to construct, inspect, maintain, repair and operate a private street and signs for identification of Gallup Riverfront University Campus and directional signs within the Roadway Easement Area as deemed necessary or desirable by the Roadway Lot Owners in their sole and absolute discretion. To have and to hold unto such Roadway Lot Owners, their successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, repairing or operating anything located on the easement area as deemed reasonably necessary or appropriate by the Roadway Lot Owners, including without limitation improvements made by Grantor or the Roadway Lot Owners and grass located in the Roadway Easement Area.

2. No buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by Grantor, its successors and assigns without express approval of the Roadway Lot Owners.

3. This easement is also for the benefit of any tenants, employees, agents, contractors, licensees, permittees, and invitees of the Roadway Lot Owners.

4. Grantor shall construct, inspect, maintain, repair and replace a private street (the "Street") to be constructed on the Roadway Easement Area as necessary in order to keep it in reasonably good order, condition and repair. Such maintenance shall include, but not be limited to, cleaning, snow removal, repair, repaving, and reconstruction when necessary. The Roadway Lot Owners shall have the right to conduct further maintenance and upkeep of the Street as they may deem necessary in their sole discretion.

5. Nothing herein contained shall be deemed to be a gift or dedication of the Street to the general public or for any public purposes whatsoever, it being the intention of the Grantor and the Developer that the easement herein granted shall be strictly limited to and for the purposes herein expressed.

6. The easement granted herein shall be appurtenant to and benefit the portion of the Real Property owned by the Roadway Lot Owners.

7. The City shall indemnify, defend and hold each Indemnified Party harmless against any loss, liability, damage or expense whatsoever resulting from or arising out of, or which may result from or arise out of, third party claims or causes of action associated with or pertaining to the use of the easement area, except for liability resulting from such Indemnified Party's own gross negligence or willful misconduct.

J. Permanent Access Easement to the owners of Lots 1-13 located on a portion of Lots 2 and 8.

1. Grantor does hereby grant and convey unto the Roadway Lot Owners, a non-exclusive easement for the purposes of ingress and egress by vehicular and pedestrian traffic over and across the parcel of land shown on the Plat in Lots 2 and 8 as the Permanent Access Easement area by the Roadway Lot Owners. To have and to hold unto such Roadway Lot Owners, and their successors and assigns.
2. No buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by Grantor, its successors and assigns without express approval of the Roadway Lot Owners.
3. This easement is also for the benefit of any tenants, employees, agents, contractors, licensees, permittees, and invitees of the Roadway Lot Owners.
4. Nothing herein contained shall be deemed to be a gift or dedication of the Street to the general public or for any public purposes whatsoever, it being the intention of the Grantor and the Developer that the easement herein granted shall be strictly limited to and for the purposes herein expressed.
5. The easement granted herein shall be appurtenant to and benefit the portion of the Real Property owned by the Roadway Lot Owners.
6. Each Roadway Lot Owner shall indemnify, defend and hold the Indemnified Parties harmless against any loss, liability, damage or expense whatsoever resulting from or arising out of, or which may result from or arise out of, third party claims or causes of action associated with or pertaining to the indemnifying Roadway Lot Owner's use of the Street, except for liability resulting from such Indemnified Party's own gross negligence or willful misconduct.

K. Permanent Landscaping Easement to the owner of Lot 2 located on a portion of Lots 13, 14 and 17.

1. Grantor does hereby grant and convey unto the owner of Lot 2 a non-exclusive easement for the purposes of installing, inspecting, maintaining, repairing or replacing landscaping within the Gallup Drive street right-of-way (the "Landscape Easement Area"). To have and to hold unto such owner of Lot 2, its successors and assigns (the "Lot 2 Owner"), together with the right of ingress and egress from said premises for the purpose of installing, inspecting, maintaining, repairing or replacing landscaping located on the easement area as deemed reasonably necessary or appropriate by the Lot 2 Owner.

2. This easement is also for the benefit of any tenants, employees, agents, contractors, licensees, permittees, and invitees of the Lot 2 Owner.
3. The easement granted herein shall be appurtenant to and benefit the portion of the Real Property owned by the Lot 2 Owner.
4. The Lot 2 Owner shall indemnify, defend and hold the City, and all other present and future occupants of Lots 13, 14 and 17 (each, for purposes of this paragraph, a "Landscaping Indemnified Party") harmless against any loss, liability, damage or expense whatsoever resulting from or arising out of, or which may result from or arise out of, third party claims or causes of action associated with or pertaining to the Lot 2 Owner's use of the Landscape Easement Area, except for liability resulting from such Landscaping Indemnified Party's own gross negligence or willful misconduct.
4. The City represents that it is the owner of the Real Property which will be subject to the easements granted herein and that it has the right to grant the easements described herein. The City further agrees that it will warrant and defend the easements granted herein against the lawful claims and demands of all persons or entities.
5. The parties hereto hereby declare and assert that all preconditions, including resolutions or ordinances, have been passed and duly adopted authorizing the implementation and execution of this Agreement.
6. Nebraska law will govern the terms and the performance under this Agreement.
7. This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This Agreement, along with the Redevelopment Agreement and the Plat, constitute the entire agreement of the parties with respect to the subject matter of this Agreement. To the extent that the Redevelopment Agreement provides for additional easements, those provisions of the Redevelopment Agreement remain in effect and the City remains obligated to grant any such easements.
8. No representations were made or relied upon by any party other than those that are expressly set forth herein. No agent, employee or other representative of any party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.
9. All covenants, stipulations and agreements in this Agreement shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.
10. Pursuant to Section 8.05 of the Home Rule Charter of the City of Omaha, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City contract. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the contract voidable by the Mayor or City Council.

11. No party shall, in the performance, discharge or execution of any right or obligation of this Agreement discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

12. In the event that any easement, covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such easement, covenant, condition, or provision herein contained shall not affect the validity of the remainder of the easements, covenants, conditions, and provisions of this Agreement which shall in all respects remain a legally binding contract and conveyance with the invalid portion being deleted; provided that the validity of any such easement, covenant, condition, or provision does not materially prejudice any party in its respective rights and obligations contained in the valid easement, covenants, conditions or provisions of this Agreement.

13. The burdens and benefits of the easements granted herein shall be perpetual, shall run with the land, and shall bind and benefit the parties hereto and their respective successors and assigns. Grantor covenants that the respective grantees, their successors and assigns, may quietly enjoy the easements herein granted for the uses stated in this Agreement, that Grantor has full right and lawful authority to grant the easements contained herein without obtaining the approval or consent of any third party, and that the easements contained herein are enforceable in accordance with their terms.

14. The provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of the owners of each of the Lots either benefited or burdened by the easement being modified, along with the grantee of such easement if such grantee is not the owner of a lot benefited or burdened by such easement, evidenced by a document that has been fully executed and acknowledged by all such parties and recorded in the office of the Register of Deeds of Douglas County, Nebraska. Until such time as the City as conveyed all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 to the Developer, its successors or assigns, pursuant to the provisions of the Redevelopment Agreement, such modification shall also require the written consent of Developer, its successors and assigns, evidenced by a document that has been fully executed and acknowledged by such parties and recorded in the office of the Register of Deeds of Douglas County, Nebraska.

In witness whereof, the parties hereto have executed this Agreement on the dates set forth beneath their respective signatures, the latter of which shall be considered the date of this Agreement for reference purposes.

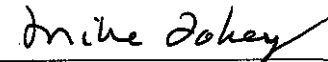
**IMPRINTED SEAL  
REGISTER OF DEEDS**

THE CITY OF OMAHA, NEBRASKA, in its capacity as Grantor, Roadway Lot Owners, and grantee of easements to the City

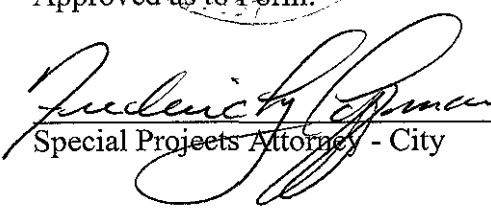
ATTEST:

  
City Clerk

By:

  
Name: Michael Fahey  
Title: Mayor  
Date: April 10, 2002

Approved as to Form:

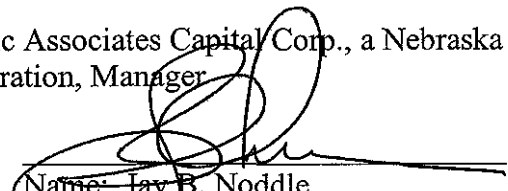
  
Special Projects Attorney - City

3-26-02  
Date

RIVERFRONT CAMPUS DEVELOPERS, LLC, a Nebraska limited liability company

By: Pacific Associates Capital Corp., a Nebraska corporation, Manager

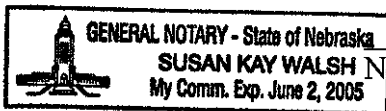
By:

  
Name: Jay B. Noddle  
Title: President  
Date: 3/26, 2002



STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on April 10, 2002, by Michael Fahey, who is Mayor of the City of Omaha, Nebraska, on behalf of the City of Omaha, Nebraska.



Susan Kay Walsh  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on 3/26, 2002, by Jay B. Noddle, President of Pacific Associates Capital Corp., a Nebraska corporation, as Manager of Riverfront Campus Developers, LLC, a Nebraska limited liability company, on behalf of the corporation and the limited liability company.

Kathryn L. Chorba  
Notary Public

My commission expires: 9/28/04

