

INDEMNIFICATION AGREEMENT

This agreement made this 4th day of February, 199~~2~~³,
by and between Shadow Ridge Limited Partnership, a Nebraska
Limited Partnership (hereinafter "Shadow Ridge") and the City of
Omaha (hereinafter "the City").

RECITALS:

1. Shadow Ridge is the developer of a golf course abutting
a section of roadway located within Douglas County, Nebraska,
known as Pacific Street, more specifically, that section located
between 180th Street on the east and 192nd Street on the west and
along 180th Street between Pacific and West Center Road. With
the respect to the development of said golf course, Shadow Ridge
has entered into an agreement or agreements with the Ridges
Limited Partnership, a Nebraska limited partnership, wherein
Ridges Limited Partnership will, at a specified time in the
future, convey title to the real estate constituting said golf
course, which includes Lots 268 and 272 of the subdivision known
as "The Ridges" to be surveyed, platted and duly filed with the
Register of Deeds of Douglas County, Nebraska.

2. At the time of making this Indemnification Agreement,
both Shadow Ridge and Ridges Limited Partnership hold certain
ownership interests in said golf course real estate property.

3. Ridges Limited Partnership has entered into a
subdivision agreement dated the 20th day of August, 1992, with
the City of Omaha regarding Sanitary Improvement District No.
367, and under the terms thereunder has agreed to construct
sidewalks along Pacific Street and 180th Street.

4. The City desires to obtain from Shadow Ridge an
indemnification for any and all costs which might arise by delay

or failing of the construction of said sidewalks along Pacific Street and 180th Street adjacent to the Shadow Ridge property and for which Shadow Ridge may be held accountable.

NOW, THEREFORE, in consideration of the promised conditions and recitals contained herein, Shadow Ridge hereby agrees to allow Sanitary Improvement District No. 367 and the City of Omaha to construct said sidewalks if not constructed pursuant to the above-mentioned subdivision agreement. Shadow Ridge further agrees to, upon completion of such construction, immediately pay all costs associated with the construction of said sidewalks to Sanitary Improvement District No. 367 and the City and to indemnify the District or the City for any additional costs it might incur in the construction of said sidewalks. Shadow Ridge hereby further agrees to indemnify and hold harmless the City of Omaha, Sanitary Improvement District No. 367, Douglas County, Nebraska, and any successors in interest to Sanitary Improvement District No. 367, Douglas County, Nebraska, against any and all liability, loss, damages, costs and expenses which the City or Sanitary Improvement District No. 367 may hereinafter suffer, incur, be put to, pay, or lay out to any person, firm or taxpayer or governmental agency by reason of the failure of said sidewalks to be constructed as per the subdivision agreement signed by the City of Omaha and Ridges Limited Partnership. This Agreement runs with the land known as Lots 268 and 272 of The Ridges Subdivision of Douglas County, Nebraska.

The parties hereto agree time is of the essence in this agreement.

IN WITNESS WHEREOF, the parties have executed this Indemnification Agreement on the date first written above.

SHADOW RIDGE LIMITED PARTNERSHIP

By SKS, INC., Sole General Partner

ATTEST:

By [Signature]
Robert F. Krohn, President

CITY OF OMAHA

By PA Morgan 2/4/93

Title Mayor

[Signature]
City Clerk
[Signature]
Notary Attorney

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

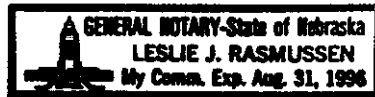
On this 24 day of December, 1992, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Robert F. Krohn, to me personally known, who being by me duly sworn, did say that he is the President of SKS, Inc., Sole General Partner of Shadow Ridge Limited Partnership, and acknowledged the execution of said instrument to be the voluntary act and deed of said Shadow Ridge Limited Partnership, by it and by him voluntarily executed.

WITNESS my hand and Notarial Seal the day and year first above written.

[Signature]
Notary Public

My Commission Expires:

8-31-96



STATE OF NEBRASKA)
) ss.

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TYPE MISC PG 435-437 C/O COMP IP SCAN [Signature]
FEE 16.00 OF 100 LEGAL PG 435 MC NO FV NO

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GENERAL REGISTER OF DEEDS
DOUGLAS COUNTY, NE