

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 9th day of August, 1966 by and between Woodmen of the World Life Insurance Society, a Nebraska corporation, Party of the First Part and hereinafter referred to as Grantor, and ALAN BAER and J. D. DIESING, as Trustees of the E. John Brandeis Trust, and not in their individual capacities, but for and on behalf of said Trust, Parties of the Second Part and hereinafter referred to as Grantees,

W I T N E S S E T H:

WHEREAS, Grantor is the owner of title to the premises (hereinafter referred to as Grantor's premises) described as:

Lots 5, 6, 7 and 8 in Block 116 Original City of Omaha, Douglas County, Nebraska;

Also that part of the East-West Alley between Douglas Street and Farnam Street from 17th Street to a point 66 feet East of the East line of 18th Street in the NW $\frac{1}{4}$, Section 22-15-13 in the City of Omaha, Douglas County, Nebraska, vacated by the City Council of the City of Omaha by Ordinance No. 23882 passed June 28, 1966;

Also the South 2 feet of the East 30 feet and the South 10 feet of the West 36 feet of Lot 1, the South 32 feet of Lot 2, and the East 16 feet of the South 32 feet and the West 22 feet of the South 32 feet of Lot 3, Block 116, Original City of Omaha, Douglas County, Nebraska, said premises having been leased to the then Trustees of the E. John Brandeis Trust by lease dated June 15, 1959 and amended on the 3rd day of April, 1962, and said lease, among other things, grants to the Lessee thereof (the Grantees herein) the option to acquire title to the Grantor's premises, upon the terms and conditions therein set forth.

WHEREAS, the Grantees have quitclaimed and have conveyed to Grantor: all of their right, title and interest in the aforesaid "Alley" vacated by the City Council of the City of Omaha under a Quitclaim Deed dated the 9th day of August, 1966.

NOW, THEREFORE, in compliance with the terms of that certain agreement entered into the 8th day of April, 1966 by and between Grantor and Grantees, Grantor agrees to construct and erect simultaneously with the construction of its new multi-story office building to be erected and built on Lots 5, 6, 7 and 8 Block 116 Original City of Omaha, Douglas County, Nebraska and on and over part of the aforesaid "Alley" vacated by the City Council of the City of Omaha under the above referred to Ordinance No. 23882 passed June 28, 1966, and thereafter continuously maintain in good and substantial order and repair, all at its cost and expense, a walkway or passageway between either the fourth, fifth, sixth or seventh floors of the parking garage of the Grantees and an equivalent floor of the said new building of the Grantor providing uninterrupted (except for repairs and conditions beyond Grantor's control) egress from (through the designated opening in the North wall) the said new building of Grantor and ingress to (through the designated opening in the South wall) said parking garage of Grantees, and egress from (through said South wall) said parking garage of Grantees and ingress to (through said North wall) said new building of Grantor. Grantor, for itself and its successors and assigns hereby grants unto Grantee and their successors and assigns, a perpetual easement for ingress to its said new building, and Grantees for themselves and their successors and assigns hereby grant to Grantor and its successors and assigns a perpetual easement for ingress to their said parking garage, each of said easements being subject to

termination, as hereinafter provided, and each of said easements being limited to the uses and purposes and areas set forth in this agreement.

In the event of a substantial or total destruction of said new building of the Grantor, or in the event of demolition of said new building of the Grantor, then in either of such events, if the said destroyed or demolished building is not restored with a building to be occupied or used in a manner generally similar in character to that of the destroyed or demolished building, the provisions of this agreement shall terminate and become null and void from and after the date of the determination by the Grantor, or its successors and assigns, as the case may be (to be effected by the giving of notice in writing to such effect by the Grantor to the Grantees either by personal service upon any one of the Trustees or by registered mail, postage prepaid, addressed to the Trustee, c/o J. L. Brandeis and Sons, Inc., Omaha, Nebraska) not to restore said destroyed or demolished building with a building to be used and occupied in a manner generally similar in character to that of the destroyed or demolished building.

In the event of a substantial or total destruction of said parking garage of the Grantees or in the event of a demolition of said parking garage of the Grantees, then in either of such events, if the said destroyed or demolished structure is not restored with a structure to be occupied or used in a manner generally similar in character to that of the destroyed or demolished structure, the reciprocal easement of the parties

for ingress to and egress from their respective structures, as aforesaid, shall terminate and become null and void from and after the date of the determination by the Grantee or their respective successors and assigns, as the case may be (to be effected by the giving of notice in writing to such effect by the Grantees to the Grantor by registered mail, addressed to Grantor at its said new building), not to restore said destroyed or demolished structure with a structure to be used and occupied in a manner generally similar in character to that of the destroyed or demolished structure.

Provided further that in the event the foregoing provisions of this agreement shall terminate and become null and void, then in such event, the remaining provisions of this agreement shall be and remain and continue to be and remain in full force and effect.

It is further agreed that the Grantor will completely finish the North wall of its said new building, which shall include, but not in limitation of the foregoing, the complete smoothing of all mortars to brick level, the elimination of all exposed or extended joints, and thereafter to continuously maintain said North wall in a good and substantial state of repair, all at its cost and expense.

The Grantor further agrees to construct, erect and maintain any and all underpinning for the parking garage of the Grantees made necessary by any excavation in connection with and the construction of the said new building of the Grantor, and to repair, rebuild or reconstruct any damaged portions of

the said parking garage of the Grantees in any manner caused by or resulting from any excavation in connection with and the construction of the said new building of the Grantor, all at its cost and expense.

IN WITNESS WHEREOF, the parties hereto have subscribed this Easement Agreement on the date first above written.

WOODMEN OF THE WORLD
LIFE INSURANCE SOCIETY

By W. K. Martin
President

Rich T. Newberry
Secretary
Grantor

E. JOHN BRANDEIS TRUST

By Alan Baer
Alan Baer, Trustee

J. D. Diesing
J. D. Diesing Trustee
Grantees

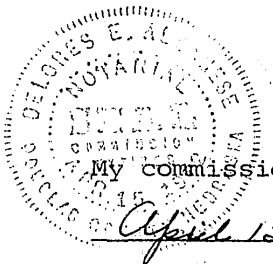


STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 22nd day of August, 1966, before me a Notary Public in and for Douglas County, Nebraska personally appeared the above-named St. J. Martin and

Nick P. Newberry, — President and — Secretary, respectively, of the WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY, a Nebraska corporation, and to me known to be the identical persons who subscribed the above and foregoing instrument on behalf of said corporation, and they acknowledged said instrument and such execution to be their voluntary act and deed and the voluntary act and deed of said corporation, and that the Corporate Seal of said corporation was thereunto affixed pursuant to authority of the Board of Directors.

WITNESS my hand and Notarial Seal, at Omaha, in said County the day and year first above written.



Delores E. Albanese
Notary Public

My commission expires

April 15, 1972

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

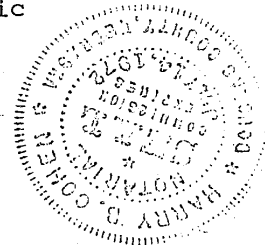
On this 9th day of August, 1966, before me, a Notary Public in and for Douglas County, Nebraska, personally appeared the above-named ALAN BAER and J. D. DIESING, Trustees of the E. JOHN BRANDEIS TRUST, and to me known to be the identical persons who subscribed the above and foregoing instrument as Trustees and for and on behalf of the E. JOHN BRANDEIS TRUST, and they acknowledged said instrument and such execution to be their voluntary act and deed and the voluntary act and deed of the E. John Brandeis Trust.

WITNESS my hand and Notarial Seal, at Omaha, in said County, the day and year first above written.

Nancy Blair
Notary Public

My commission expires

JULY 14, 1972



5. RECORDED IN DEEDS BOOK AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
25 AUGUST 1966 AT 3:09 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 13.50