

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 26th day of OCTOBER 1967, by and between CONTRACTORS TRUST, INC., a Nebraska corporation, hereinafter referred to as "Trust," and THE STATE OF NEBRASKA, hereinafter referred to as "State," WITNESSETH:

RECITALS

The parties own parcels of land located in the Southwest Quarter of the Southwest Quarter of Section 25, Township 15, North Range 12, East of the 6th Principal Meridian in the City of Omaha, Douglas County, Nebraska. Attached hereto, marked Exhibit "A", and made a part hereof as if fully set forth, are the legal descriptions thereof.

The West boundary line of State's property adjoins the East boundary line of Trust's property. Improvements existing on State's property include the National Guard Armory Building bearing the street address 6929 Mercy Road. Trust intends to improve its property by the erection of improvements thereon and lowering the grade thereof to the grade of State's property, including the lowering of the grade of a portion of State's property. The parties have agreed to the joint use of parking facilities, all as hereinafter set forth.

IN CONSIDERATION of the mutual promises, covenants and agreements of the parties hereto, it is understood and agreed as follows:

1. Trust agrees to lower the grade of

(a) Trust's property and

(b) That Westerly portion of State's property lying between the existing paved area of State's property and Trust's property to the grade of West line of the presently existing paving on State's property.

2. The cost and expense of moving and removing dirt, grading, compacting and other work required by Paragraph 1 shall be borne in its entirety by Trust. State hereby gives Trust, its agents and contractors, the right to come upon State's property for the purpose of such construction work and to remove as much dirt from State's property as is necessary to accomplish the foregoing. Trust agrees that said work will be done in a manner that will not damage or injure any of the present improvements on State's property and the work will be done in such a way as will not

interfere with or hinder the use by State of its premises as presently constructed. Trust hereby agrees to indemnify and hold State harmless from any and all costs, damages and losses arising or occurring by reason of such construction work and will cause the completion thereof to be done with reasonable dispatch and in a reasonable and satisfactory manner.

3. The aforesaid construction work, both grading and paving and curbing, will be done in accordance with all applicable laws, rules and regulations of any applicable governmental authority.

4. An easement for the purpose of parking motor vehicles, (including necessary rights of ingress and egress), over all of the paved parking space on State's property, from 7 A. M. to 6 P. M. Monday through Friday of each week, is hereby created in favor of Trust's property. State, however, shall have the right to temporarily suspend such easement at any time and from time to time, whenever, and for whatever causes and reasons therefor an emergency exists which causes the total or partial mobilization of any of State's National Guard units or organizations. In such event, State agrees to notify Trust thereof, and Trust agrees that any motor vehicles located on State's property will be removed promptly and with reasonable dispatch.

5. An easement for parking motor vehicles (including the necessary rights of ingress and egress therefor) over all of the parking space on Trust's property (except for the space necessary to park fifteen (15) motor vehicles) from 7 P. M. to 11 P. M. from Monday through Friday of each week and from 7 A. M. on Saturday, to and including 6 P. M. on the following Sunday, is hereby created in favor of State's property.

6. In the event either party shall deem it necessary to erect a fence along the common property line, the right to erect and maintain said fence is hereby granted. The cost of erection and maintenance of said fence shall be at the expense of the party desiring same. However, suitable gates will be constructed therein to permit the use and enjoyment of the parking easements as above provided in Paragraphs 5 and 6, and said gates will be kept open for such use during the times that such use is permitted.

7. The repair and maintenance of the parking facilities from and after the construction thereof shall be at the cost and expense of the respective party owning same, and each party will be responsible for causing the removal of snow and paying the cost thereof on said party's property. This agreement shall remain in full force and effect from the date hereof for the purpose of causing the construction work as above provided, until same is completed and shall remain in full force and effect from the date said construction is completed for a period of ten years thereafter. This agreement shall continue from and after said ten-year period with the right of either party to cancel same, by giving the other party written notice of its intention to cancel, thirty days prior thereto, delivering such written notice in person or by regular United States mail delivered to the other party at other party's premises.

8. The easements herein provided shall be joint with the parties to this agreement, their invitees, licensees, servants, agents, employees and visitors. The easements, covenants and agreements granted herein are held to be, by the respective grantees, their successors and assigns, as appurtenant to the land owned by the respective grantees. All easements, covenants and agreements herein shall be considered and construed as easements running with all of the lands of both parties hereto and shall inure and extend to and be binding upon the successors, assigns, lessees, licensees, servants, agents, employees and visitors of the parties hereto, the same as if they were in every case named and expressed, and shall continue in force until terminated or annulled by the mutual agreement of the parties hereto or their successors and assigns, or pursuant to the terms hereof.

9. Anything to the contrary notwithstanding, it is understood and agreed that the terms of this agreement are subject and subordinate to the requirements imposed upon State under an agreement between State and the United States of America pursuant to which funds were paid by said United States for the acquisition and construction of State's property and improvements hereon.

10. Whenever, pursuant to Paragraph 5, (for such periods as same shall be temporarily suspended) or pursuant to Paragraph 10 (for such periods as same shall be temporarily suspended or, if permanently cancelled, then for any remaining period hereof) Trust's easement for parking shall be temporarily suspended or permanently cancelled, then the State's easement shall similarly be temporarily suspended or permanently cancelled.

CONTRACTORS TRUST, INC.,

By, *E. J. Madden*
President

Attest:



Attest:

Louise Shuman

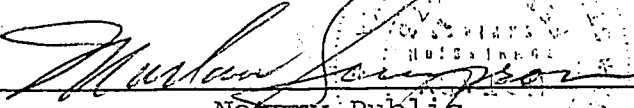
THE STATE OF NEBRASKA,

By, *D. G. Penterman*
D. G. PENTERMAN
BG GS Nebr ARNG
Contracting Officer

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 10 day of October, 1967, before me, the undersigned, a Notary Public in and for said County, personally came John W. Madden, Jr., President of Contractors Trust, Inc., a Nebraska corporation, to me personally known to be the president and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and notarial seal at Omaha, Nebraska in said county the day and year last above written.

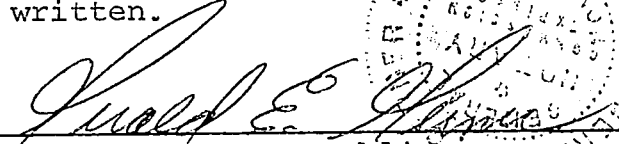

 Notary Public.

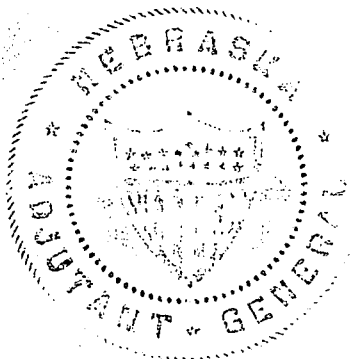
STATE OF NEBRASKA)
) ss.
 COUNTY OF LANCASTER)

On this 26th day of October, 1967, before me, the undersigned, a Notary Public in and for said county, personally came _____
 D.G. PENTERMAN, BG, Nebr ARNG

to me personally known to be the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of The State of Nebraska ~~and that the seal of said State of Nebraska was thereto affixed by its authority.~~

WITNESS my hand and notarial seal at Lincoln, in said County, the day and year last above written.


 Notary Public.



PROPERTY OF CONTRACTORS TRUST, INC.

That part of the West Half ($W\frac{1}{2}$) of the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}$, $SW\frac{1}{4}$) of Section Twenty-five (25) in Township Fifteen (15) North, Range Twelve (12) East of the Sixth Principal Meridian in the City of Omaha, in Douglas County, Nebraska, more particularly described as follows: (The North line thereof assumed East-West in direction).

Beginning at a point Six Hundred Sixty and Nine/tenths (660.9) Feet Easterly and Thirty-three (33) Feet Southerly of the Northwest (NW) corner of the Southwest Quarter ($SW\frac{1}{4}$), said point being on the Easterly line of said West Half ($W\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Twenty-five (25), thence Southerly along the Easterly line of said West Half ($W\frac{1}{2}$), a distance of Three Hundred Ten (310) Feet, thence West (W) One Hundred Seventy-five (175) Feet, thence North and parallel to the East (E) line of said West Half ($W\frac{1}{2}$) Three Hundred Ten (310) Feet to the South line of Mercy Road, thence East a distance of One Hundred Seventy-five (175) Feet to the point of beginning.

PROPERTY OF THE STATE OF NEBRASKA.

That part of the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}$, $SW\frac{1}{4}$) of Section Twenty-five (25) in Township Fifteen (15) North, Range Twelve (12) East of the Sixth Principal Meridian in the City of Omaha, in Douglas County, Nebraska, more particularly described as follows:

A tract of land adjoining Contractors Trust, Inc. property on the East and contiguous to the East Line of Trust's property, which is Five Hundred Sixteen and Three/tenths (516.3) Feet in the East-West direction and Four Hundred Seventy-five (475) Feet in the North-South direction.

EXHIBIT "A"