

EASEMENT
AGREEMENT

EASEMENT FOR ACCESS TO OUTLOT A,
CORNHUSKER CENTER,
AT BELLEVUE, NEBRASKA

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-06635

2003 FEB -7 P 1:07 8

Glenn J. Lawless
REGISTER OF DEEDS

Counter *[Signature]*
Verify *[Signature]*

D.E. *[Signature]*

Proof *[Signature]*

Fee \$ 25.50

Ck Cash Chg

55797

Return to: Menard, Inc.
Attn: Gregory Kunstman
4777 Menard Drive
Eau Claire, WI 54703-9625

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made as of the below date by and between Menard, Inc., A Wisconsin corporation ("Menard") and Dial Realty of Bellevue L.L.C., a Nebraska Limited Liability Company ("Dial").

RECITALS

WHEREAS, Menard is the owner of certain real estate located in the City of Bellevue, County of Sarpy, State of Nebraska, described as:

Lot 2, in Cornhusker Center Replat I, an Addition to the City of Bellevue, as surveyed, platted, and recorded in Sarpy County, Nebraska. Beginning, hereinafter, the "Property".

WHEREAS, Menard and Dial agree that Menard will provide an easement to Dial for access to Outlot A, Cornhusker Center located at the Southeast corner of the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Menard does hereby grant and convey to Dial, for themselves and their successors and assigns, a non-exclusive easement for access along the eastern edge of the property for access to Outlot A, Cornhusker Center, as defined by Menard, and as approximately shown on the ALTA/ACSM Land Survey, listed as Exhibit "A".

1. **RESTRICTION:** Menard shall have the right to use and enjoy fully said Property subject to the Easement granted herein.

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2. **RELOCATION:** Menard shall have the right, as reasonably necessary from time to time, at Menard's sole cost and expense, to direct Dial to relocate the Easement Area. Such relocation shall be effected at the sole discretion of Menard, Inc.

3. **MODIFICATION:** This Agreement may be terminated, amended or modified only by recording in the appropriate county recording office for Sarpy County, Nebraska, a document executed by Menard representing its unanimous consent to such amendment or modification.

4. **RESTORATION:** In exercising any of the rights granted herein, Dial will not unreasonably interfere with the normal use of the premises and will, at its sole cost and expense and with due diligence, restore the Property to its condition immediately prior to such right.

5. **INDEMNIFICATION:** Dial agrees to indemnify and hold Menard harmless from damages, liability, cost, expense, liens or claims for construction work or labor, arising out of or connected directly or indirectly with the use of Dial of the Easement granted herein to the extent proximately caused by the negligence or intentional misconduct of Dial, its employees, agents, or contractors.

6. **USE:** Dial agrees that access is given only for maintenance of the detention cell located in Outlot A. If Outlot A were to be used for any other purpose other than as a detention cell the rights granted under this instrument will terminate immediately. Access shall be limited to the regular business hours of Menard, Inc. Representatives of Dial will be subject to the rules and regulations of Menard and may be subject to search.

7. **GOVERNING LAWS:** This Agreement shall be construed in accordance with the laws of the State of Nebraska and any applicable federal laws and regulations.

8. **COUNTERPARTS:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. **RECORDING:** Menard or Dial shall be entitled to record this Agreement in the appropriate recording office for Sarpy County, Nebraska

10. **BENEFITS:** This Agreement contains all the agreements and stipulations between Dial and Menard with respect to the granting of the Easement contained herein. Each and every provision of this Agreement is intended to and shall bind each and every successor or assign in title or interest to the Property. Each and all of the covenants herein shall run with and against the Property, or portion thereof, and shall bind each successor or assign to the extent that such part of the Property is affected or bound by the covenants in question.

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IN WITNESS WHEREOF, Menard and Dial have executed this AGREEMENT as of the below dates.

EXECUTED ON:

This 30th day of JANUARY, 2003

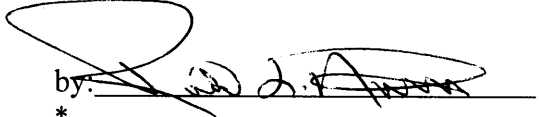
MENARD, INC.,

By: 
Marv Prochaska
Vice President

EXECUTED ON:

This 31st day of JANUARY 2003

Dial Realty of Bellevue L.L.C.

by: 
*

its: member
*

ATTEST: _____

C

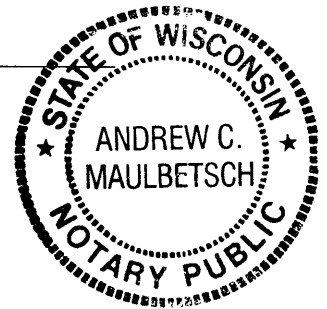
ACKNOWLEDGEMENTS

STATE OF WISCONSIN)
)ss.
COUNTY OF EAU CLAIRE)

On this 30 day of January, 2003, before me a Notary Public within and for said County and State, personally appeared Marv Prochaska, to me personally known, who being by me duly sworn did say that he is the Vice President of Menard, Inc., the corporation named in the foregoing instrument, and that the instrument was signed on behalf of the corporation by authority of its Board of Directors and Marv Prochaska acknowledged the instrument to be the free act and deed of the corporation.

Andrew C. Maulbetsch

Andrew C. Maulbetsch
Notary Public Eau Claire County
My Commission is permanent.



STATE OF Neb.)
)ss.
COUNTY OF Douglas)

On this 31st day of January, 2003, before me a Notary Public within and for said County and State, personally appeared Rick L. North to me personally known, who, being by me duly sworn did say the he is the member of Dial Realty - Bellevue LLC the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Member acknowledged said instrument to be the free act and deed of said corporation.

Lois A. Johnson - Douglas

Notary Public County
My Commission: Febr 5, 2006

Drafted by and after recording return to:
Gregory T. Kunstman
Corporate Counsel
Menard, Inc.
4-777 Menard Drive
Eau Claire, WI 54703
Phone: (715) 876-2120
Fax: (715) 876-2868

