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RICHARD N. TAKECHI
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DOUGLAS COUNTY, NE

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made this 24th day of March, 1999, between INFOUSA, INC., a Delaware corporation (hereinafter "Grantor") and Golf LLC (hereinafter "Grantee"), (individually, "Party" and collectively "Parties").

WHEREAS, Grantor is the fee simple owner of the real property legally described on the attached Exhibit A ("Grantor's Property") and Grantee is the fee simple owner of the real property legally described on the attached Exhibit B ("Grantee's Property"); and,

WHEREAS, Grantee requires an easement for ingress, egress and parking over the property legally described on the attached Exhibit C (hereinafter the "Easement Area") and Grantor has agreed to convey such an easement; and

NOW, THEREFORE, in consideration of the above recitals and the terms and conditions hereinafter set forth, Grantor and Grantee agree as follow:

1. Grantor hereby bargains, sells, grants and conveys unto Grantee, for Grantee's use and for the use of Grantee's successors and assigns, a perpetual non-exclusive ingress, egress and parking easement over the Easement Area (the "Easement"). The Easement shall run with the land and shall be an appurtenance to Grantee's Property.

2. The Easement shall be subject to the following provisions:

A. Grantee shall have the exclusive right to use those certain parking spaces on the north side of the Building ("Grantee's Parking") identified on the attached Schedule I at all times;

B. Grantee shall have access to and the right to use the remaining parking spaces in the Parking Lot, described as the parking surrounding the Grantee's property, as follows (the "Grantee's Access Times"):

(1) Monday through Thursday from 6:00 p.m. until 3:00 am of the following morning; Friday after 5:30 p.m., and all day Saturday and Sunday until 3:00 am of the following Monday;

(2) Each Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day from 12:01 a.m. until 3:00 a.m. of the following calendar day, subject to 2.B.(1) above.

C. Grantor shall have access to the Parking Lot at all times other than Grantee's Access Times, and Grantor shall have use of all other parking spaces in the Parking Lot other than Grantee's Parking,

D. Notwithstanding 2.C. above, if Grantee provides Grantor with notice, at least seventy-two (72) hours in advance, that the Parking Lot will be unavailable, for a period of no longer than twenty-four hours, because of necessary repair or maintenance work, Grantor agrees not to use the Parking Lot.

3. Grantee shall indemnify and hold harmless Grantor, including Grantor's parents, affiliates, subsidiaries, successors and assigns, from and against any and all claims, actions, suits, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, fines, penalties and judgments, that may arise out of events occurring on or about the Parking Lot as a result of the negligent acts or willful misconduct of Grantee, its agents, employees or invitees.

4. Grantee and Grantor shall be responsible for maintenance and upkeep of the Parking Lot as follows:

A. At all times other than Grantee's Access Times, Grantor shall maintain the Parking Lot, including Grantee's Parking, in a clean and safe condition in accordance with the following provisions:

(1) maintaining the surface of the parking areas, driveways and sidewalks in a level, smooth and evenly covered condition with the type of surface material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;

(2) removing all papers, debris, filth and refuse and thoroughly sweeping the Parking Lot to the extent necessary to keep the Parking Lot in a clean and orderly condition;

(3) performing any necessary snow removal;

(4) placing, keeping in repair and replacing any necessary or appropriate directional signs, markers and lines; and

(5) repairing and replacing when necessary such artificial lighting facilities as shall be reasonably required.

B. Grantee shall maintain the Parking Lot in accordance with the following provisions:

(1) removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent necessary to keep the area in a clean and orderly condition from conditions caused by Grantee's guests or invitees; and

(2) performing any snow removal required to provide access to the Parking Lot in the event Grantee desires to use the Parking Lot during times which Grantor would not use the Parking Lot.

C. In the event either of Grantor or Grantee (the "Non-Defaulting Party") finds that the other party hereto (the "Defaulting Party") has failed to comply with its maintenance obligations hereunder, Grantee or Grantor, as applicable, shall provide notice (the "Maintenance Notice") to the Defaulting Party, which Maintenance Notice shall describe the maintenance required. If the Defaulting Party fails to correct the condition of the Parking Lot within twenty-four hours of delivery of the Maintenance Notice, the Non-Defaulting Party shall have the option to correct the conditions described in the Maintenance Notice at the expense of the Defaulting Party.

D. If Grantee, in connection with the maintenance, repair, or in the performance of any work contemplated by this Easement or by the failure to do or perform anything for which the Grantee is responsible under the provisions of this Easement, shall injure, damage or destroy any property of Grantor or of any other person lawfully occupying or using the property of Grantor, such property shall be replaced or repaired by Grantee at the Grantee's own expense, or by Grantor at the expense of the Grantee.

E. In the event Grantee prevents Grantor or its agents, employees or invitees from using all or any portion of the Parking Lot as a parking lot during any time other than any Grantee's Access Time, Grantor may act immediately to make the Parking Lot accessible and suitable for Grantor's use. All expenses of action taken by Grantor under this sub-paragraph shall be borne by Grantee.

5. Each of Grantee and Grantor shall, at its cost and expense, respectively, carry and maintain throughout the term of this Easement, comprehensive general liability insurance, including contractual liability coverage with policy limits of not less than \$1,000,000 aggregate. Each policy shall name the other of Grantor and Grantee as an additional named insured and shall provide that the policy can be cancelled only with 30 days' prior notice to Grantor or Grantee, as applicable. Each of Grantor and Grantee shall provide the other party hereto with a Certificate of Insurance evidencing such insurance within fourteen calendar days following recordation of this Easement.

6. Any notice, consent, approval or other communication required to be given or given hereunder shall be in writing and given by hand delivery or by registered mail, return receipt requested to the last known address of the receiving party.

7. In the event a third party, not Grantee or Grantor makes an offer with respect to the Parking Lot that Grantor wishes to accept, Grantee shall have a right of first refusal (the "Right") as follows:

A. If Grantor receives a written offer (an "Offer") for the Parking Lot from any person or entity (a "Prospective Grantee") that Grantor wants to accept, Grantor must give notice to Grantee ("Offer Notice"), of this Easement (the "Notice Provision"), accompanied by a true and correct copy of the Offer.

B. Grantee will have ten (10) Calendar Days (the "Reply Period") from delivery of the Offer Notice to give Grantor notice that Grantee intends to exercise the Right and buy the Parking Lot (the "Election Notice"). To be effective, the Election Notice must comply with the Notice Provision and be accompanied by an earnest money deposit identical to any earnest money deposit given Grantor by the Prospective Grantee (the "Earnest Money").

C. If Grantee gives Election Notice within the Reply Period, Grantee will be entitled to buy the Parking Lot, pursuant to the terms of the Offer. Grantee must pay for the Parking Lot in cash or certified funds.

D. If Grantee fails to give Election Notice within the Reply Period, Grantor may sell the Parking Lot to the Prospective Grantee (the "Final Sale").

E. The Right is non-transferable and non-assignable.

F. If Grantee gives Election Notice within the Reply Period and fails to perform, the Purchase Agreement and this Easement, the Right terminates and Grantor is entitled to keep any earnest money given it by Grantee.

8. The Easement are granted subject to all recorded easements, agreements, covenants, restrictions and conditions affecting the Easement Area, Grantee's Property or any part thereof.

9. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights and any easements herein created are private and for the benefit of the parties designated herein.

10. This Easement and any provision herein contained may be terminated, extended, modified or amended only with the express written consent of the Grantee and Grantor.

11. If any provision of this Easement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Easement (or the application of such provision to persons or circumstances other than those in respect of which the determinations of invalidity or unenforceability were made) will not be affected thereby, and each provision of this Easement will be valid and enforceable to the fullest extent permitted by law.


12. This Easement and all documents referred to herein shall be governed by and construed and interpreted in accordance with the laws of the State of Nebraska.

13. If there is a failure of either party to perform, fulfill or observe any agreement contained in this Easement to be performed, fulfilled or observed by it and such failure continues for 30 days (or for a lesser period of time in situations involving potential danger to the health or safety of persons in or about the Parking Lot or the substantial deterioration of thereof), the other party may, after written notice, at its election, cure such failure on behalf of the defaulting party. All funds expended for such purpose by the curing party shall be paid by the defaulting party to the curing party upon demand, without contest, upon delivery of the curing party's invoice.

IN WITNESS WHEREOF, the undersigned have executed this Easement as of the day and year first above written.


GRANTOR:

INFOUSA, INC.

By 
Printed Name Fred Valkiti
Its Exec. VP

GRANTEE:

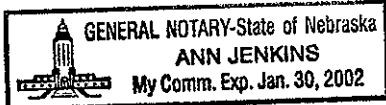
GOLF LLC

By 
Printed Name Greg Siaperas
Its President

STATE OF NEBRASKA) ss.
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on this 24 day of March, 1999, by Fred Vakili, Executive Vice President, President of InfoUSA, Inc., a Delaware corporation, for and on behalf of the corporation.

(SEAL)



Ann Jenkins
NOTARY PUBLIC

STATE OF NEBRASKA) ss.
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on this 25th day of MARCH, 1999, by GREGORY A. SIAPELAS, the PRESIDENT of Golf, LLC, a Nebraska limited liability company, for and on behalf of the company.

(SEAL)



Lisa A. Vondra
NOTARY PUBLIC

EXHIBIT A
DESCRIPTION OF GRANTOR'S PREMISES

Legal Description: Park Eighty-Four Addition Lot 6, Block 0 Irreg, E 241.5 ft. Lot 6

EXHIBIT B

DESCRIPTION OF GRANTEE'S PREMISES

The building and improvements including ten (10) parking spaces adjacent to the building on the north side of the building on Park Eighty-Four Addition Lot 6, Block 0 Irreg, E 241.5 ft. Lot 6

EXHIBIT C

DESCRIPTION OF EASEMENT PREMISES

The parking lot adjacent to the the building and improvements on Park Eighty-Four Addition
Lot 6, Block 0 Irreg, E 241.5 ft. Lot 6

SCHEDULE I

IDENTIFICATION OF GRANTEE'S PARKING

Ten (10) parking spaces adjacent to the building on the north side of the building on Park Eighty-Four Addition Lot 6, Block 0 Irreg, E 241.5 ft. Lot 6