

PERPETUAL EASEMENT AGREEMENT

PERPETUAL EASEMENT AGREEMENT, entered into this 18th day of May, 1982, between FLOYD F. MELLEN, JR. and CATHERINE A. MELLEN, husband and wife, ("Grantors") and BEGLEY INVESTMENT COMPANY, INC., a Nebraska Corporation, ("Grantee").

WITNESS:

Grant of Easement and Grantor's Real Estate

1. For and in consideration of the sum of One Dollar (\$1.00) and for other valuable consideration, receipt of which is acknowledged, Grantors hereby give and grant to Grantee the following perpetual sanitary sewer easement over, under and upon the following described real estate owned by Grantors:

The East Sixty (60) feet of the South Three (3) feet of the North Five (5) feet of Lot Three (3), Block One (1), WILCOX ADDITION, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

Duration of Easement

2. The easement shall be perpetual in duration and shall run with the land, and shall commence at date hereof.

Purpose and Scope

3. The purpose and scope of the perpetual easement shall be to construct, repair, replace, maintain, use and operate a sanitary sewer, together with necessary cleanouts and other appurtenances and shall include the right of access over the perpetual easement area following completion of construction for the above uses and purposes.

Special Covenants and Agreements of Grantee

4. At time of completion of construction or at time of completion of any repair or maintenance work following construction, Grantee will replace and tamp the soil and shall also replace the sod so as to substantially restore the area to its original condition, including correction of any subsequent changes in the area resulting from settling following replacement

of the soil. Grantee specifically covenants and agrees with Grantors that as a special consideration for the granting of this easement Grantee will install a Wye connection at the place the sewer line from its building connects with the sewer line across the perpetual easement area and that Grantors, their heirs, successors, personal representatives and assigns shall have the perpetual right and option to connect with said sewer at said Wye, without charge or any other cost or expense other than their own connection charges and costs.

Surface Rights to Easement Area

5. Grantors shall have the perpetual right to use of the surface above the easement area and shall be entitled to blacktop or provide other similar material for said surface. Grantee shall be obligated to maintain said surface and, in event of repairs to or replacement of the sanitary sewer line, shall be obligated to restore the surface to its condition prior to said repairs.

Repairs and Replacements

6. Grantee shall be obligated to repair, maintain and replace the sanitary sewer and all appurtenances at its sole cost and expense and shall indemnify and hold Grantors harmless from any liability therefor. Grantee covenants and agrees that it will not excavate the easement area below the top of the footings of Grantors' building and shall indemnify and hold Grantors harmless from any damage to said building. Prior to commencement of construction, Grantee shall submit to Grantors a detailed plan showing proposed construction of the sewer line and location and depth of all proposed excavations and Grantors shall have the right to designate and require necessary changes to protect their building before Grantee is permitted to commence construction.

Grantee's Real Estate

7. Grantee is owner of the following described real estate:

The South 42.125 feet of Lot Three (3),
and the North 44.125 feet of Lot Four (4),
Block One (1), WILCOX ADDITION, an
Addition to the City of Omaha, Douglas
County, Nebraska, as surveyed, platted
and recorded.

and the permanent easement shall run with the land and inure to its benefit for the uses and purposes set forth herein and the covenants and obligations of Grantee set forth herein shall be binding upon Grantee, its successors and assigns.

Binding Effect of Easement

8. This Easement Agreement shall be binding upon and inure to the benefit of Grantors and Grantee, their heirs, administrators, executors, personal representatives, grantees, successors and assigns.

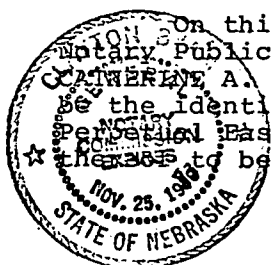
IN WITNESS WHEREOF, Grantors and Grantee have executed this Easement Agreement the date first above written.

Floyd F. Mellen, Jr.
Floyd F. Mellen, Jr.
Catherine A. Mellen
Catherine A. Mellen
GRANTORS

BEGLEY INVESTMENT COMPANY, INC.,
a Corporation

By Patrick E. Begley
President
William A. Begley
Secretary
GRANTEE

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS



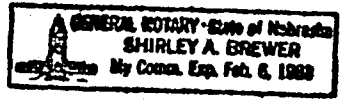
On this 16th day of May, 1982, before me, CLAYTON BYAM, a Notary Public, personally appeared FLOYD F. MELLEN, JR. and CATHERINE A. MELLEN, husband and wife, Grantors, to me known to be the identical persons who executed the above and foregoing Perpetual Easement Agreement and they each acknowledged execution thereof to be their voluntary act and deed.

Clayton Byam
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 16th day of May, 1982, before me, Shirley A. Brewer, a Notary Public, personally appeared Patrick E. Begley and William A. Begley, President and Secretary, respectively of BEGLEY INVESTMENT COMPANY, INC., a Nebraska Corporation, Grantee, to me known to be the identical persons who executed the above and foregoing Perpetual Easement Agreement and they each acknowledged execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation for the purposes therein set forth.

Shirley A. Brewer
Notary Public
June 1, 1982



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C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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