

THIS PAGE INCLUDED FOR

PAGE DOWN FOR BALANCE OF INSTRUMENT

EASEMENT AGREEMENT

This Easement Agreement is made and entered into this 1/700 day of September, 1990, by and between RICHARD E. BRASEL and BONNIE M. BRASEL, husband and wife, d/b/a B&D Investment Co. (herein referred to collectively as the "Grantor") and AMERICAN BUSINESS INFORMATION, INC., a Nebraska corporation (herein the "Grantee").

PRELIMINARY STATEMENT

The Grantor owns Lot 6, Park Eighty Four, an addition to the City of Omaha, Douglas County, Nebraska (herein "Lot 6"). Lot 6 is divided into two parcels as described in attached Exhibit "A" (herein respectively the "West Part" and the "East Part" of Lot 6).

Concurrent with the execution of this Easement Agreement, the Grantor has deeded to the Grantee, that part of the West Part of Lot 6, legally described as follows (herein the "ABI Property"):

Beginning at the southwest corner of Lot 6, Park Eighty Four Addition; thence northerly along the west line of said Lot 6 a distance of 328.07 feet; thence easterly and parallel with the north line of said Lot 6 a distance of 265.67 feet; thence southerly along a line 265.67 feet east of and parallel with the west line of said Lot 6 a distance of 229.16 feet; thence southwesterly along the southeasterly line of said Lot 6 a distance of 284.13 feet to the point of beginning.

Grantor will retain the remainder of the West Part of Lot 6 which is not conveyed to the Grantee (herein the "Retained Property").

Surface water drains generally from the west to the east across the ABI Property to the East Part of Lot 6. Grantee has agreed to build and maintain a storm sewer along the north property line of the ABI Property (herein the "ABI Property Storm Sewer") and a curb along the east property line of the ABI Property to prevent surface waters from running across the ABI Property to the East Part of Lot 6, and to direct the water to the southeast corner of the ABI Property. Grantee has further agreed to build and maintain an extension of the ABI Property Storm Sewer, beginning at the northeast corner of the ABI Property, and extending in a generally northeasterly direction across the East Part of Lot 6 to the City of Omaha storm sewer which is located on the East Part of Lot 6. In connection with the sale of the ABI Property to Grantee, Grantor has agreed to grant an easement for the storm sewer across the East Part of Lot 6.

2

Grantor has previously constructed a paved parking lot and drive on the East Part of Lot 6 (herein the "Paved Lot"). At the present time the ABI Property is undeveloped and the only means of vehicular access to the ABI Property is from 85th Street Circle across the Paved Lot. In connection with the sale of the ABI Property to Grantee, Grantor has agreed that: (i) if Grantee should construct a parking lot on the ABI Property, or (ii) if Grantee conveys, grants or sells the ABI Property, Grantee or the buyer of the ABI Property shall have a permanent easement across the East Part of Lot 6 for access to and egress from the ABI Property.

NOW, THEREFORE, in consideration of the purchase and sale of the ABI Property, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

ARTICLE I. STORM SEWER EASEMENT

- A. Grantor grants to Grantee a perpetual easement to construct, install, use, repair, maintain and replace a storm sewer (herein the "Storm Sewer Easement") on, over and under a ten foot (10') wide strip of the East Part of Lot 6 commencing at the northeast corner of the ABI Property and proceeding in a generally northeasterly direction to the City of Omaha storm sewer situated approximately one hundred twenty-five (125) feet to the northeast of the northeast corner of the ABI Property (herein the "Storm Sewer Easement Area"). The exact location of the Storm Sewer Easement will be established by construction of the Storm Sewer in accordance with this Easement Agreement.
- B. Grantee shall construct, at its expense, the Storm RLD Sewer in the Storm Sewer Easement Area before October 1, 1990.

 Between the date of this Easement Agreement and October 1, 1990, Grantee may come upon the East Part of Lot 6 for the purpose of planning, designing, constructing and finishing the Storm Sewer. Upon completion of its construction of the Storm Sewer, Grantee shall repair and restore the surface of the Storm Sewer Easement Area.
- C. From and after completion of the Storm Sewer, the owner of the ABI Property shall maintain and repair the Storm Sewer. The owner of the ABI Property shall be allowed to come upon the East Part of Lot 6 to maintain the Storm Sewer.
- D. Upon request of Grantee, Grantor will grant an easement to the City of Omaha to construct, install, use, repair, maintain and replace a storm sewer in the Storm Sewer Easement Area. In such event, Grantor shall execute such documents relating to the easement as the City may reasonably require.

E. Grantor shall not construct any structure or other improvement on the Storm Sewer Easement Area without prior consent of the owner of the ABI Property, nor shall Grantor in any manner hinder or obstruct access to the entire Storm Sewer Easement Area from the ABI Property without consent of the owner of the ABI Property.

ARTICLE II. INGRESS AND EGRESS EASEMENT

- A. Upon Grantee's construction of a parking lot on the ABI Property or upon Grantee's conveyance, grant or sale of the ABI Property, Grantee and Grantee's or the buyer and buyer's, whoever the owner of the ABI Property may be, and its employees, visitors, licensees and invitees shall have a perpetual non-exclusive right, privilege and easement to come upon and travel across the East Part of Lot 6 for ingress to and egress from the ABI Property and 85th Street Circle (herein the "Ingress and Egress Easement").
- B. Initially the Ingress and Egress Easement shall extend on the drive and the west twenty feet (20') of the Paved Lot (herein the "Ingress and Egress Easement Area"). The approximate location of the Ingress and Egress Easement Area is shown on Exhibit "B" attached to this Easement Agreement. The Grantor may, from time to time, move the Ingress and Egress Easement Area within the East Part of Lot 6 and the Retained Property, so long as: (1) the new Ingress and Egress Easement Area provides reasonably direct and unimpeded ingress to and egress from the ABI Property and 85th Street Circle; and (ii) the new Ingress and Egress Easement Area is surfaced and improved comparably to the original Ingress and Egress Easement Area.
- C. The owner of the ABI Property and the owner of the East Part of Lot 6, and their respective employees, invitees, visitors and licensees shall have free and unimpeded use of the Ingress and Egress Easement Area for ingress and egress. The owner of the East Part of Lot 6 and the owner of the ABI Property shall each prohibit and take reasonable action to prevent any parking on and along the Ingress and Egress Easement Area, or any other blockage of the Ingress and Egress Easement Area by their respective employees, visitors, licensees and invitees.
- D. The owner of the East Part of Lot 6 agrees to maintain the Ingress and Egress Easement Area in a reasonable manner. Such repair and maintenance shall include, but not be limited to:
 - (1) Maintenance and repair of the surface and subsurface of the Ingress and Egress Easement Area so as to maintain a reasonably level, smooth and even drive;

- (2) Removal of any papers, debris, ice, snow, refuse, and hazards from the Ingress and Egress Easement Area;
- (3) Painting and repainting as may be required to maintain and stripe the Ingress and Egress Easement Area; and
- (4) Maintenance of all lighting equipment, facilities and signage on the Ingress and Egress Easement Area.
- E. Periodically, but not more frequently than quarter annually, the owner of the East Part of Lot 6 may provide the owner of the ABI Property with an itemization of the expenses incurred in maintaining and repairing the Ingress and Egress Easement Area (herein the "Statement"). Within twenty (20) days after receipt of the Statement, the owner of the ABI Property shall remit to the owner of the East Part of Lot 6 fifty percent (50%) of the total of such expenses reflected on the Statement. Upon reasonable notice, the owner of the East Part of Lot 6 shall allow the owner of the ABI Property to audit and inspect the invoices relating to the expenses shown on the Statement, but the payment by the owner of the ABI Property shall not be delayed pending such audit or inspection.
- F. In the event that Grantor shall fail to repair and maintain the Ingress and Egress Easement Area in a reasonable manner and condition, within ten (10) days after written notice from the owner of the ABI Property, the owner of the ABI Property may perform or have performed such work as may be necessary to repair and restore the Ingress and Egress Easement Area to a reasonable condition, and notify the owner of the East Part of Lot 6 in writing of all amounts expended therefore. Within ten (10) days after receipt of such notice, the owner of the East Part of Lot 6 shall pay to the owner of the ABI Property one-half of such amounts expended by the owner of the ABI Property.
- G. The owner of the East Part of Lot 6 may at any time designate an Ingress and Egress Easement Area for the perpetual and exclusive use of the owner of the ABI Property and its employees, visitors, licensees and invitees. Upon such designation, the owner of the East Part of Lot 6 shall cease to use, and cease to be entitled to use the Ingress and Egress Easement Area, and the owner of the ABI Property shall become solely responsible for the maintenance and repair of such Ingress and Egress Easement Area.

ARTICLE III. MISCELLANEOUS

- A. The Storm Sewer Easement and Ingress and Egress Easement shall run with the land, inure to the benefit of, and be binding upon, the parties and their respective heirs, personal representatives and assigns.
- B. No waiver of any breach of any of the easements or agreements contained in this Easement Agreement shall be construed as or constitute a waiver of any other breach, or a waiver, acquiescence or consent to any further or succeeding breach of the same or any other easement or agreement.
- C. If any term or provision of this Easement Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Easement Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
- D. All notices under this Easement Agreement shall be deemed effective on the date mailed by U. S. mail, certified, return receipt requested, as follows (unless notice of a change of address is similarly served upon the other party):
 - (i) if to the owner of the ABI Property:

American Business Information, Inc. 5711 South 86th Circle P. O. Box 27347 Omaha, NE 68127

(ii) if to the owner of the Retained Property:

Richard E. Brasel 10111 "O" Street Omaha, NE 68127

(iii) if to the owner of the East Part of Lot 6:

Richard E. Brasel 10111 "O" Street Omaha, NE 68127

E. This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written. B & D INVESTMENT CO. Title AMERICAN BUSINESS INFORMATION, INC., a Nebraska corporation Title 1/10 STATE OF NEBRASKA) ss.: COUNTY OF DOUGLAS The foregoing instrument was acknowledged before me this day of the day of the property of the day of Bonnie M. Brasel, Ausband and wife. GENERAL NOTARY-State of Nebraska THOMAS H. PENKE My Comm. Exp. April 25, 1994 STATE OF NEBRASKA ss.: COUNTY OF DOUGLAS The foregoing instrument was acknowledged before me this day of September , 1990, by Nichaud E. Brusel , the company.

GENERAL NOTARY-State of Nebraska THOMAS H. PENKE My Comm. Exp. April 25, 1994

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.:)
The foregoing day of Septement of Nebraska corporation	instrument was acknowledged before me this wher , 1990, by Kodoer Levsey , of American Business Information, Inc., a , on behalf of the corporation.
GENERAL NOTARY-State THOMAS H. My Comm. Exp. Ap	PENKE WWW.WE

EXHIBIT "A"

West Part: Part of Lot 6 and 7, Park Eighty Four, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows: Beginning at the southwest corner of said Lot 6; thence North 69°28'20" East along the South line of said Lot 6 a distance of 284.13 feet; thence North 00°05'00" East 265.67 feet East of and parallel with the West line of said Lot 6 a distance of 386.78 feet; thence North 07°47'52" West a distance of 41.20 feet; thence on a 50 foot radius curve to the right a distance of 36.30 feet (said curve has a chord bearing North 62°25'52" West and a chord length of 35.51 feet); thence South 09°43'06" East a distance of 12.14 feet; thence North 89°55'00" West along the North line of said Lot 6 a distance of 205.86 feet; thence South 00°05'00" West a distance of 4.00 feet; thence North 89°55'00" West to a point on the West line of said Lot 6 a distance of 25.00 feet; thence South 00°05'00" West along the West line of said Lot 6 a distance of 528.03 feet to the point of beginning (herein the "West Part" of Lot 6).

East Part: Part of Lot 6, Park Eighty Four, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows: Beginning at the Southeast corner of said Lot 6; thence North 01°38'05" East along the East line of said Lot 6 a distance of 347.13 feet; thence North 89°55'00" West along the North line of said Lot 6 a distance of 219.70 feet; thence on a 50 foot radius curve to the right a distance of 22.00 feet (said curve has a chord bearing South 78°23'37" West and a chord length of 21.84 feet); thence South 07°47'52" East a distance of 41.20 feet; thence South 00°05'00" West a distance of 386.78 feet; thence North 69°28'20" East along the South line of said Lot 6 a distance of 241.50 feet to the point of beginning (herein the "East Part" of Lot 6).

EXHIBIT "B"

Lot 6 85th Street Circle Retained Property East Part Deeded Property

mer 170,