

EXHIBIT B-2

EASEMENT AGREEMENT

This Easement Agreement made and entered into this 30th day of AUGUST, 1973, by and among GORDON P. BAKKEN and MARILYN J. BAKKEN, husband and wife, hereinafter collectively referred to as the "Bakkens"; PAMIDA, INC., a Nebraska corporation, hereinafter referred to as "Pamida"; DONALD H. LARSON, single, hereinafter referred to as "Larson"; and NEBRASKA CITY FEDERAL SAVINGS & LOAN ASSOCIATION, hereinafter referred to as "Mortgagee".

WITNESSETH:

WHEREAS, the Bakkens are the owners in fee simple of the real estate described in Exhibit "A" attached hereto (the "Bakken Land"); and

WHEREAS, Pamida is the tenant of the Bakkens under a Lease dated June 1, 1973; and

WHEREAS, Larson is the owner in fee simple of the real estate described in Exhibit "B" attached hereto (the "Larson Land"); and

WHEREAS, the Mortgagee is the holder of a mortgage on the Bakken Land dated JULY 19, 1973, and recorded on JULY 17, 1973, in Book 116 at Page 787 of the Mortgage Records of Otoe County, Nebraska, and also is the holder of a mortgage on the Larson Land dated AUGUST 30, 1973, and recorded on AUGUST 30, 1973, in Book 104 at Page 651 of the Mortgage Records of Otoe County, Nebraska; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. The Bakkens and Pamida hereby grant unto Larson and all present and future tenants, licensees and occupants of the Larson Land or any portion thereof, and their respective employees, customers, licensees and invitees, a non-exclusive easement to use, free of charge, any and all parking areas, driveways, walkways, entrances and exits which now are or hereafter may be located on the Bakken Land or any portion thereof, subject to such reasonable and uniformly applied rules and regulations as the Bakkens and/or Pamida may establish from time to time with respect to such use.
2. Larson hereby grants unto the Bakkens and Pamida and all present and future tenants, licensees and occupants of the Bakken Land or any portion thereof, and their respective employees, customers, licensees and invitees, a non-exclusive easement to use, free of charge, any and all parking areas, driveways, walkways, entrances and exits which now are or hereafter may be located on the Larson Land or any portion thereof, subject to such reasonable and uniformly applied rules and regulations as Larson may establish from time to time with respect to such use.
3. The Bakkens and Larson each shall maintain and keep in good repair, free and clear of ice, snow, rubbish, debris and

obstructions of every kind, the parking areas, driveways, walkways, entrances and exits from time to time located upon the Bakken Land and the Larson Land, respectively, and shall provide and maintain adequate drainage and lighting thereon. The parking areas, driveways, walkways, entrances and exits on the Bakken Land and the Larson Land shall meet at equal grades; and, subject to the provisions of Paragraph 5 of this agreement, no obstructions shall be placed, erected or permitted on either the Bakken Land or the Larson Land which in any way will interfere with any rights granted in this agreement.

4. This agreement shall continue in force for a term of thirty (30) years from the date hereof or so long as both the Bakken Land and the Larson Land shall be used for one or more retail commercial activities, whichever period shall be longer. However, in the event that retail commercial activities on either the Bakken Land or the Larson Land shall cease entirely at any time during the term of this agreement, then the then owner of the other Land on which retail commercial activities then are continuing shall have the right to terminate this agreement upon sixty (60) days written notice to the then owner of the Land on which retail commercial activities have ceased. Temporary cessation of retail commercial activities on either the Bakken Land or the Larson Land due to fire or other casualty, acts of God, labor difficulties or other causes beyond the reasonable control of the owner of such Land or temporary cessation of retail commercial activities upon either the Bakken Land or Larson Land for not more than one hundred twenty (120) consecutive days for the purposes of remodeling, rebuilding or reletting shall not be deemed to be a cessation of retail commercial activities for purposes of this Paragraph 4.

5. Nothing contained in this agreement shall be deemed to prevent the respective owners from time to time of the Bakken Land and the Larson Land from relocating any buildings or other improvements now or hereafter located on any portion of the Bakken Land or the Larson Land, respectively, or from constructing on or removing from the Bakken Land or the Larson Land, respectively, any buildings or other improvements, it being intended by the Bakkens and Pamida, on the one hand, and Larson, on the other hand, that this agreement shall apply only to the parking areas, driveways, walkways, entrances and exits which actually exist from time to time on the Bakken Land and the Larson Land; provided, however, that if the ratio of parking area to tenantable enclosed building area on either the Bakken Land or the Larson Land at any time is reduced to less than two-to-one, then the then owner of the other Land at any time thereafter shall have the right to terminate this agreement upon sixty (60) days written notice to the then owner of the Land on which such reduced ratio then exists.

6. The Mortgagee, by joining in this Easement Agreement, hereby agrees, for itself and its successors and assigns, that said two mortgages held by it shall be and hereby are made subject and subordinate to this Easement Agreement and that this Easement Agreement shall not be affected in any way but shall remain in full force and effect in the event that the Mortgagee or its successors or assigns shall succeed to the legal and/or equitable ownership of the Bakken Land and/or the Larson Land, or any portion of either thereof, through a judicial foreclosure, a voluntary

conveyance in lieu of a judicial foreclosure, the exercise of a power of sale, a purchase or any other means whatsoever.

7. The easements hereby granted and the agreements herein contained shall be easements and covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including but not limited to all subsequent owners of the Bakken Land and the Larson Land and all persons claiming by, through or under them.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement the day and year first above written.

Gordon P. Bakken
Gordon P. Bakken

Marilyn J. Bakken
Marilyn J. Bakken



Richard Sedgeman
Secretary

PAMIDA, INC., a Nebraska corporation
By: Herbert B. Urbanowicz
Vice-President



Attest:
Caroline Starkey
Asst. Secretary

Donald H. Larson
Donald H. Larson

NEBRASKA CITY FEDERAL SAVINGS & LOAN ASSOCIATION
By: Ray C. Cline
Vice-President

STATE OF MINNESOTA)
COUNTY OF Oliver T.S.) SS.

The foregoing instrument was acknowledged before me this 10th day of September, 1973, by Gordon P. Bakken and Marilyn J. Bakken, husband and wife.



My Commission Expires:

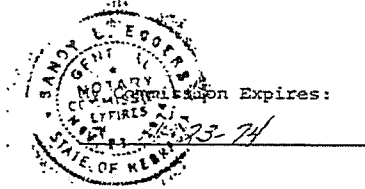
E. J. Grundei
Notary Public

E. J. GRUNDEI
Notary Public, OLIVER TAIL CO., MINN.
My Commission Expires Feb. 9, 1974

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
30 day of August, 1973, by Nickel D. Underwood,
Vice President of Pamida, Inc., a Nebraska corporation, on behalf
of the corporation.

Sandra L. Eggen
Notary Public



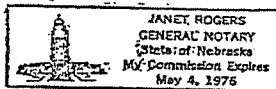
STATE OF NEBRASKA)
) SS.
COUNTY OF OTTOE)

The foregoing instrument was acknowledged before me this
30 day of AUGUST, 1973, by Donald H. Larson, single.

Janet Rogers
Notary Public

My Commission Expires:

May 4, 1976



STATE OF NEBRASKA)
) SS.
COUNTY OF OTTOE)

The foregoing instrument was acknowledged before me this
30 day of AUGUST, 1973, by Garry Ailes,
Vice President of Nebraska City Federal Savings & Loan Association,
a corporation, on behalf of the corporation.

Janet Rogers
Notary Public

My Commission Expires:

May 4, 1976

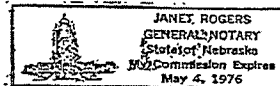


EXHIBIT A

That part of the Southeast Quarter of the Northeast Quarter of Section 17, Township 8 North, Range 14, East of the 6th P.M., in Otoe County, Nebraska, being located in the South Side Annexation to the City of Nebraska City and described as follows: Beginning at a point 2,635.8 feet North of the Southeast corner of said Section 17, said point being 8.3 feet North of the East quarter corner of said Section 17; thence North along the section line between Sections 16 and 17 a distance of 449.5 feet; thence N.88°37'W. a distance of 448.0 feet; thence South a distance of 60.0 feet; thence N.88°37'W. a distance of 214.0 feet; thence South a distance of 389.5 feet; thence S.88°37'E. a distance of 662.0 feet to the point of beginning; EXCEPT those portions thereof constituting highway right-of-way and EXCEPT that portion thereof described as follows: Beginning at a point 457.8 feet North and 50.0 feet West of the East quarter corner of Section 17, Township 8 North, Range 14, East of the 6th P.M., in Otoe County, Nebraska; thence N.88°37'W. a distance of 398.0 feet; thence South a distance of 60.0 feet; thence N.88°37'W. a distance of 214.0 feet; thence South a distance of 164.5 feet; thence S.89°56'E. a distance of 75.0 feet to the Northwest corner of the existing Gibson's Discount Center store building; thence S.89°56'E. along the North wall of said Gibson's Discount Center store building a distance of 180.0 feet to the Northeast corner of said Gibson's Discount Center store building; thence S.89°56'E. a distance of 357.0 feet, more or less, to the west right-of-way line of U.S. Highway 75; thence North along said right-of-way line a distance of 210.8 feet, more or less, to the point of beginning.

EXHIBIT B

Beginning at a point 457.8 feet North and 50.0 feet West of the East quarter corner of Section 17, Township 8 North, Range 14, East of the 6th P.M., in Otoe County, Nebraska; thence N.88°37'W. a distance of 398.0 feet; thence South a distance of 60.0 feet; thence N.88°37'W. a distance of 214.0 feet; thence South a distance of 164.5 feet; thence S.89°56'E. a distance of 75.0 feet to the Northwest corner of the existing Gibson's Discount Center store building; thence S.89°56'E. along the North wall of said Gibson's Discount Center store building a distance of 180.0 feet to the Northeast corner of said Gibson's Discount Center store building; thence S.89°56'E. a distance of 357.0 feet, more or less, to the west right-of-way line of U.S. Highway 75; thence North along said right-of-way line a distance of 210.8 feet, more or less, to the point of beginning.

No. 1592

THE STATE OF NEBRASKA }
OTOE COUNTY } ss.
Entered in Numerical Index and filed
for record in the Register of Deeds
Office, of said County, this 21
day of September, 19 73
at 9 o'clock and 15 minutes
A.M., and recorded in book 37
of Miscellaneous
of page 40
Robert D. Merton
Register of Deeds
by Teris Wurtile
Deputy

Fee \$18.25

ENTERED ✓
INDEXED ✓
PAGED ✓