

THIS EASEMENT AGREEMENT, is made and entered into this 16<sup>th</sup> day of November, 1978, by and between VIRGINIA J. STETTINGER, of Lincoln, Nebraska, hereinafter referred to as the "First Party", PHILLIP R. STETTINGER, of Lincoln, Nebraska, hereinafter referred to as the "Second Party", PAMIDA, INC., a Nebraska corporation, hereinafter referred to as "Pamida", R.F.C., LTD, a Nebraska corporation, hereinafter referred to as "R.F.C.", THE LUTHERAN MUTUAL LIFE INSURANCE COMPANY, a corporation having its principal place of business in Waverly, Iowa, hereinafter referred to as the "Tract A-Mortgagee", and FIRST NATIONAL BANK AND TRUST OF BEATRICE, NEBRASKA, a banking corporation having its principal place of business in Beatrice, Nebraska, hereinafter referred to as the "Tract B-Mortgagee".

## W I T N E S S E T H:

WHEREAS, the First Party owns outright in fee simple the real estate termed Tract B as hereinafter described; and

WHEREAS, the Second Party owns outright in fee simple the real estate termed Tract A as hereinafter described; and

WHEREAS, the Second Party has leased Tract A to Pamida under the provisions of a lease dated April 11, 1969 by and between Phillip Stettinger and Lincoln Wholesale Distributors, Inc. (which corporation subsequently changed its name to Gibson Products of Lincoln, Inc. and subsequently assigned the aforesaid lease to Gibson Products of Beatrice, Inc., a Nebraska corporation); and

WHEREAS, Pamida is the successor in interest to Gibson Products of Beatrice, Inc.; and

WHEREAS, R.F.C. and First Party desire to obtain an easement for ingress and egress to and from Tract B over a portion of Tract A and further desire to construct, at their sole expense, an additional entryway onto Tract A; and

WHEREAS, the Tract A-Mortgagee is the holder of a mortgage on Tract A whose consent to the following easement rights and subordination of its mortgage to such easement rights is desired by R.F.C. and First Party; and

WHEREAS, the Tract B-Mortgagee is the holder of a mortgage on Tract B whose consent to the following easement rights and subordination of its mortgage to such easement rights is desired by R.F.C., Pamida, First Party and Second Party;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties agree as follows:

1. Description of Land. The legal description of Tract A, being that land leased to Pamida is as follows:

The East 84.25 feet of the South 40 feet of Lot 6 and the East 84.25 feet of Lots 11 and 14, the South 40 feet of Lots 7 and 8, and all of Lots 9, 10, 15 and 16, all in Block 10, Morton's Acres Second Addition to Beatrice, platted on a part of the Southwest Quarter (SW $\frac{1}{4}$ ) Section 35, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska.

The legal description of Tract B, being that land owned by the First Party and leased, or to be leased, by the First Party to R.F.C., is as follows:

The South 40 feet of Lot 5, the South 40 feet and the West 83 feet of Lot 6, the West 83 feet of Lot 11, the West 83 feet of Lot 14, and all of Lots 12 and 13, Block 10, Morton's Acres Second Addition to Beatrice, platted on a part of the Southwest Quarter, Section 35, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska.

2. Improvements to be Constructed. First Party and R.F.C. covenant and agree that they will cause to be constructed the grocery store, paved parking area, and other improvements located on Tract B, together with a new driveway entrance, to be located on Tract A, as depicted in the engineering drawing by Eugene H. Wright and Associates, Architects, of Lincoln, Nebraska, bearing the date of November 7, 1978, and Job Number 78-118, (showing no revisions thereto), and further agree that the construction of such improvements and the opening of the grocery store for business to the general public shall be conditions precedent to the granting of the easements herein to which Pamida is a party-grantor. First Party and R.F.C. further agree that the parking area to be constructed on Tract B shall meet the existing parking areas on Tract A at equal grade, that no barriers or obstacles to the free flow of traffic between the two parking areas shall be constructed or thereafter erected, and that the foregoing shall be further conditions precedent to the granting of the easements contained herein to which Pamida is a party-grantor.

3. Grant of Easements. Second Party and Pamida hereby grant unto R.F.C. and First Party and all future tenants, licensees and occupants of the premises referred to herein as Tract B, 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 are now or hereafter may be located upon the land described herein as Tract A, or any portion thereof, subject to such reasonable and uniformly adopted rules and regulations as Pamida may establish from time to time with respect to such use. The easement granted herein shall be deemed temporary until such time as R.F.C. and First Party shall have completed the improvements referred to above and shall have opened for business to the general public at which time such easements shall be deemed permanent for the period hereinafter specified.

Second Party hereby grants to R.F.C., upon the expiration or termination of the leasehold interest of Pamida, similar easements which, if the same shall have ripened into permanent easements during the tenancy of Pamida, shall extend until otherwise terminated under the provisions of this agreement.

First Party and R.F.C. hereby grant unto Pamida and Second Party, and all future tenants, licensees and occupants of the land described herein as Tract A, 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 are now or hereafter may be located on the land described herein as Tract B, or any portion thereof, subject to such reasonable and uniformly adopted rules and regulations as R.F.C. may establish from time to time with respect to such use.

In the event that the improvements referred to in this agreement above shall be constructed upon the land described herein as

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Tract B and the tenancy of R.F.C. shall, in any manner, be terminated during such time as Pamida continues to occupy the land described herein as Tract A, First Party grants unto Pamida the same easements as R.F.C. has hereinabove granted unto Pamida which shall continue until otherwise terminated under the provisions of this Agreement.

Tract A-Mortgagee and Tract B-Mortgagee, respectively, hereby consent to the granting of easements by Second Party and Pamida and First Party and R.F.C. and each of them further agree to subordinate their respective liens of mortgage on the premises described herein respectively as Tract A and Tract B to the easements granted herein.

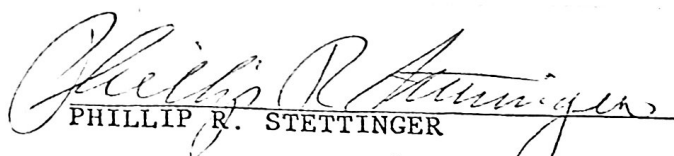
4. Maintenance of Respective Interests. Pamida and R.F.C., (but only to the extent that any duty to repair exists under the provisions of their respective leases, and in the event that no duty to repair exists under the provisions of any such lease, then the First Party in the case of Tract B and Second Party in the case of Tract A agree to keep in good repair), and in the event of the termination of the leasehold interest of either, First Party in the case of Tract B and Second Party in the case of Tract A, 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 Tract A and Tract B, respectively, and shall provide and maintain adequate drainage and lighting thereon. The parking areas, driveways, walkways, entrances and exits on Tract A and Tract B shall meet at equal grades and no obstruction shall be placed, erected or permitted upon either Tract A or Tract B which will in any way interfere with the rights granted in this Agreement.

5. Term of Easement. This agreement shall continue in force for a term of twenty (20) years from the date hereof. This agreement shall automatically renew for periods of five (5) years each such that the term of this agreement shall coincide and co-exist with the term of the R.F.C. lease with the First Party. If R.F.C. shall fail to exercise any of its options to renew the lease, this agreement shall terminate concurrently with the termination of the R.F.C. lease. In any event this agreement shall terminate on December 1, 2018.

6. Relocation of Improvements. Nothing contained in this agreement shall be deemed to prevent the respective owners or tenants from time to time of Tract A or Tract B from relocating any buildings or other improvements now or hereafter located on any portion of said tracts or from constructing on or removing from either tract any buildings or other improvements, it being intended by this agreement that the easements granted herein shall apply only to the parking areas, driveways, walkways, entrances and exits which actually exist from time to time on the respective tracts.

7. Covenants Run With Land. The easements hereby granted and the agreements contained herein 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 either Tract and all persons claiming by, through or under them.

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

  
PHILLIP R. STETTINGER

Owner of Tract A

*Virginia J. Stettinger*  
VIRGINIA J. STETTINGER

Owner of Tract B

PAMIDA, INC.,

By: *Herbert B. Underwood*  
SR. VICE-PRESIDENT (Title)  
Herbert B. Underwood

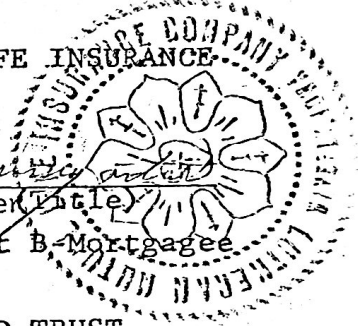
R.F.C. LTD., a Nebraska Corporation

By: *William D. Chisholm*  
PRESIDENT (Title)  
William D. Chisholm

THE LUTHERAN MUTUAL LIFE INSURANCE COMPANY

By: *Arnold A. Fredrick*  
Arnold A. Fredrick, Senior Vice President

By: *N. Baumgartner*  
N. Baumgartner, Treasurer (Title)  
Tract B-Mortgagee

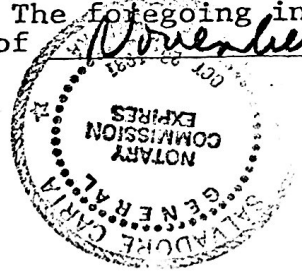


FIRST NATIONAL BANK AND TRUST OF BEATRICE, NEBRASKA

By: *John B. Dando Sr. VP*  
John B. Dando (Title)  
Tract A-Mortgagee

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

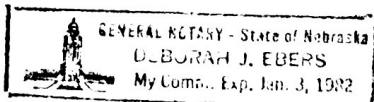
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 1978 by PHILLIP R. STETTINGER.



*Salvadore Carta*

Notary Public  
Salvadore Carta

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



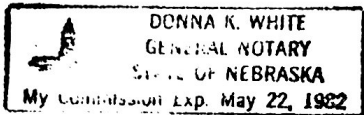
The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December, 1978 by VIRGINIA J. STETTINGER.

*Deborah J. Ebers*  
Notary Public  
Deborah J. Ebers

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

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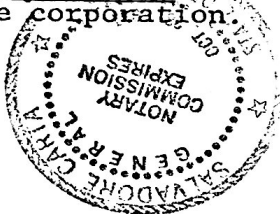
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of DECEMBER, 1978 by HERBERT B. UNDERWOOD SR. VICE PRESIDENT of PAMIDA, INC., a Nebraska corporation, on behalf of the corporation.



Donna K. White  
Notary Public  
Donna K. White

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

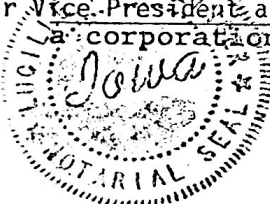
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 1978 by William O. Chisholm President of R.F.C., LTD., a Nebraska corporation, on behalf of the corporation.



Salvatore Carta  
Notary Public  
Salvatore Carta

IOWA  
STATE OF ~~NEBRASKA~~ )  
                          ) BREMER ss.  
COUNTY OF ~~DOUGLAS~~ )

The foregoing instrument was acknowledged before me this 20th day of November, 1978 by Arnold A. Fredrick and N. Baumgartner, Senior Vice-President and Treasurer of THE LUTHERAN MUTUAL LIFE INSURANCE COMPANY, a corporation, on behalf of the corporation.

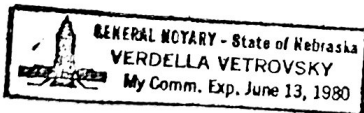


Lucille F. Hullinger  
Notary Public  
Lucille F. Hullinger, Notary Public in and for Bremer County, Iowa.

My Commission Expires September 30, 1980.

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 1<sup>ST</sup> day of December, 1978 by John B. Dando Sr. Vice President of FIRST NATIONAL BANK AND TRUST OF BEATRICE, NEBRASKA, a banking corporation, on behalf of the corporation.



Verdella Vetrovsky  
Notary Public  
Verdella Vetrovsky

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STATE OF NEBRASKA, County of Gage ss. Filed for record and entered in Numerical Index on 11th day of Jan., 19 79, at 9:45 o'clock A.M., and recorded in Book 27 of Misc. on Page 242  
By Salvatore Carta Deputy  
Register of Deeds

Fee: \$15.25 (Paid \$18.50--Refund \$3.25) & Return: Salvatore Carta, Attorney  
Regency One Bldg., 10050 Regency Circle, Omaha, Ne 68114