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WATER LINE EASEMENT

W11,

Pamida, Inc., a Nebraska corporation, hereby grants unto Tall Corn Motel Inc., an Iowa corporation, a nonexclusive easement to install, hook-on, maintain and repair a water line over the following described real estate:

A strip of land 5 ft in width, the center line of which is parallel to and 360 ft. South of the North boundary of the following described land (parallel to and 99 ft. South of the extension of the South wall of the existing 200 ft. by 200 ft. building) commencing at a point 60 ft. East of the West boundary and extending due West to the West boundary of the following described land:

A parcel of land located in the Southeast Quarter of the Northeast Quarter and in the Northeast Quarter of the Northeast Quarter, all in Section 24, Township 69 North, Range 40 West of the 5th P.M., Fremont County, Iowa: Commencing at the East quarter corner of Section 24 thence North 00°00' West along the East line of Section 24, 835.1 ft.; thence N 90°00' West, 88.6 ft. to the point of beginning which is a point on the West right of way line of U.S. 59 Highway; thence N 00°24' West along the West right-of-way line of U.S. 59 Highway, 500.0 ft.; thence North 90°00' West 482.0 ft.; thence South 00°00' West 400.0 ft. to the Northwest corner of Lot 2 as shown on page 318 of Irregular Survey Bk. 2 in the Fremont County Recorder's Office; thence North 90°00' East 165.0 ft. to the Northeast corner of said Lot 2; thence South 00°00' West along the East line of said Lot 2, 100.0 ft.; thence North 90°00' East, 320.8 ft. to the point of beginning. (For the purpose of the above description, the east line of section 24 is assumed to bear due north and south)

The easement granted herein is subject to the following conditions:

1. The water line to be installed by Tall Corn Motel, Inc. will not exceed 1 inch in diameter and, after installation, the water pressure available at grantor's building, located 99 ft. to the north of the center line of this easement for grantor's sprinkler system and other use within the building shall not be appreciably decreased.
2. Tall Corn Motel Inc. will lay said water line at a sufficient depth not to interfere with Pamida's use and enjoyment of the property and will repair all excavations and restore the surface to the condition it was in immediately prior to the installation of the water line.

3. Tall Corn Motel Inc. will repair and maintain the water line which it proposes to install and will hold Pamida harmless from any loss or damage arising from any leakage from or along said water line or from the hook-on of said line and will repair any surface damage resulting from such repairs.

4. In the event that Pamida, its assigns or successors in interest, desire to construct improvements across the water line easement granted herein, Tall Corn Inc., for itself, its assigns, and successors in interest, hereby agrees to relocate said water line, without cost or expense to Pamida, its assigns or successors in interest, to a location satisfactory to Pamida, its successors or assigns. Should Tall Corn Motel Inc., its successors or assigns, refuse to relocate the water line or take no action within ten (10) days following notice to relocate the water line, then the line may be disconnected and removed by Pamida, its successors or assigns.

5. Tall Corn Motel Inc., for itself and its successors and assigns, agrees that it will not unreasonably interfere with the business operation of Pamida, its successors or assigns in connection with the installation, or repairs of the aforesaid water line.

6. This easement may be terminated and the water line removed in the event of the breach of any of the foregoing covenants and conditions by Tall Corn Motel Inc., its successors or assigns, which remains uncorrected more than ten (10) days following notice of such breach or defect from Pamida, its successors or assigns.

IN WITNESS WHEREOF, this Easement for a water line has been executed the 4 day of May, 1977, on behalf of Pamida, Inc., by its undersigned officers.

PAMIDA, INC., a Nebraska corporation

By: Herbert B Underwood

Attest:

Loren Bridgman  
Secretary

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 4th day of May, 1977, before me, a Notary Public in the State of Nebraska, personally appeared HERBERT B. UNDERWOOD and LOREN BRIDGMAN, to me personally known, who by me duly sworn to say that they are the VICE president and SECRETARY respectively of Pamida, Inc., a Nebraska corporation, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said HERBERT B. UNDERWOOD and LOREN BRIDGMAN acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

My Commission Expires:

SEAL May K. Leighton  
Notary Public

1-11-78