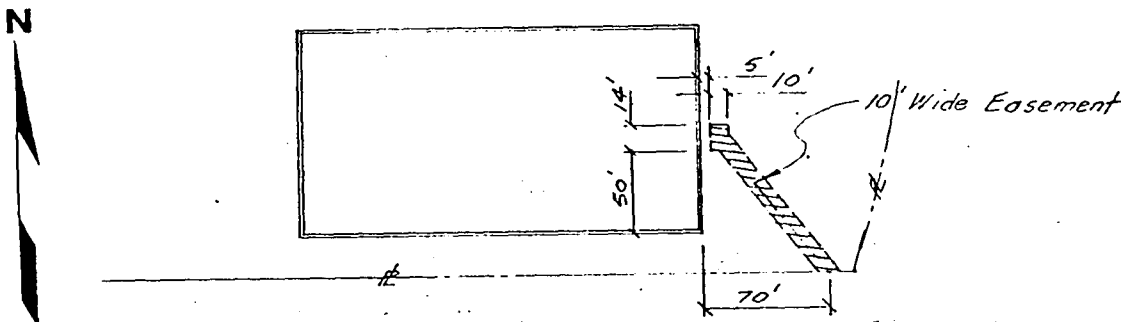


Harold's  
No Frills Grocery

I, Harold's No Frills Grocery, Owner(s)  
of the real estate described as follows, and hereafter referred to as "Grantor",

Beginning at a point which is the Northwest corner of Lot One (1), Block Eighteen (18), Maenner Westbrook, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded; thence running South along the West line thereof a distance of Seven and Five tenths feet (7.5'); thence in a Northeasterly direction to a point on the North line of said Lot One (1), said point being Seven and Five tenths feet (7.5') East of the Northwest corner thereof; thence East along the North line thereof a distance of Two Hundred Seventeen and five tenths feet (217.5'); thence turning an angle of 90° 00' 00" to the right and running South a distance of Eight feet (8.0'); thence turning an angle of 90° 00' 00" to the left and running East a distance of Three Hundred Fifteen and Forty-nine hundredths feet (315.49'); thence turning an angle of 90° 00' 00" to the left and running North a distance of Eight feet (8.0'); thence turning an angle of 90° 00' 00" to the right and running East a distance of Thirty-one and Forty-one hundredths feet (31.41') to a point; thence turning an angle of 90° 00' 00" to the right and running South a distance of One Hundred Twenty-five feet (125.0') to a point; thence turning an angle of 90° 00' 00" to the left and running East along a line One Hundred Twenty-five feet (125.0') South of and parallel to the North property line thereof a distance of One Hundred Twenty-five feet (125.0') to a point on the East line of said Lot One (1); thence running Southwesterly along the East line thereof which is a curve to the right having a radius of One Thousand Seven Hundred Thirty-eight and eighty-four hundredths feet (1,738.84') and an arc distance of Two Hundred Ninety-one and eighty-eight hundredths feet (291.88') to a point; thence running West along a line Four Hundred Thirteen feet (413.0') South of and parallel to the North line thereof a distance of Six Hundred Fifty-one and Sixty-four hundredths feet (651.64') to a point in the East right-of-way line of 81st Street as surveyed, platted and recorded; thence running North Four Hundred Five and Five tenths feet (405.5') to the point of beginning.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, referred to as "Grantee", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:



CONDITIONS:

- Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least twelve feet (12').
- The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- Where Grantee's facilities are placed adjacent to Grantor's property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to Grantee's facilities.
- It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 16 day of Sept, 1982.

Harold's No Frills Grocery  
Merrilee Cooperman

STATE OF  
COUNTY OF

On this \_\_\_\_\_ day \_\_\_\_\_, 19\_\_\_\_,  
before me the undersigned, a Notary Public in and for said  
County, personally came \_\_\_\_\_  
President of \_\_\_\_\_  
personally to me known to be the identical person(s) who signed the  
foregoing instrument as grantor(s) and who acknowledged the execution  
thereof to be \_\_\_\_\_ voluntary act and deed for the purpose  
therein expressed.

Witness my hand and Notarial Seal at \_\_\_\_\_ in  
said County the day and year last above written.

NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

Distribution Engineer Att Date 9-24-82 Land Rights and Services Rev Date 9/18/82

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
Section \_\_\_\_\_ Township \_\_\_\_\_ North, Range \_\_\_\_\_ East Salesman Mattson Engineer Rokicki Est. #82016620. 4514  
8005 840000 ST.

STATE OF Nebraska  
COUNTY OF Saunder

On this 16 day of Sept, 1982,  
before me, the undersigned, a Notary Public in and for said County and  
State, personally appeared  
Harold's No Frills Grocery  
Merrilee Cooperman  
personally to me known to be the identical person(s) and who acknowledged  
the execution thereof to be \_\_\_\_\_ voluntary act and deed for  
the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.



GENERAL NOTARY - State of Nebraska  
VIRGINIA MASON  
My Comm. Exp. 1-15-83

Virginia Mason  
NOTARY PUBLIC

My Commission expires: 1-15-83

RECEIVED  
OCT 10 1982

RECEIVED  
OCT 10 1982

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