



MISC 2007044532



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DIST
 Revised April 6, 2007

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 4/23/2007 10:24:19.64
 2007044532

RIGHT-OF-WAY EASEMENT

MENARD, INC

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lots Seven and Eight (7, 8) of Menards Subdivision together with Lots One and Two (1, 2) and Out Lot "A" of Menards Subdivision Replat 1, all as surveyed, platted and recorded in Douglas County, Nebraska.

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, hereafter referred to as "District", 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:

(See attached Exhibit "A" for sketch and easement legal description of easement areas.)

CONDITIONS:

Where the District's facilities are constructed the District 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, and 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'). If the easement use granted herein is permanently discontinued by the District, its successors or assigns, the easement granted herein will terminate, and at the request of Grantor, the District will execute a release of this easement, or other appropriate instrument in recordable form.

The District shall take reasonable actions to relocate its electric facilities located on the easement upon Grantor's request if Grantor conveys to the District an easement acceptable to the District and pays to the District an amount sufficient to cover all costs and expenses related to such relocation.

The District 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 the District'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 District, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses. If the surface of Grantor's property or any portion thereof is disturbed by the District, replacement or removal activities or other activities performed by or on behalf of the District, said surface and improvements shall be promptly restored by the District to their condition just prior to the disturbance. Immediately following performance of work by or on behalf of the District, the District shall remove from the subject easement and surrounding land all construction equipment, excess materials and debris resulting from or in connection with such work.

Where the District'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 the District'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 excepting those existing easements of record.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 18 day of April, 2007.

OWNERS SIGNATURE(S)

Menard, Inc.
By: [Signature] *Its VP*

RETURN TO:
 OMAHA PUBLIC POWER DISTRICT
 % Land Rights DE/P2
 444 South 10th Street Mall
 Omaha, NE 68102-2247

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF EAU CLAIRE

On this 18 day of April, 2007, before
me the undersigned, a Notary Public in and for said
County, personally came

Marv Prochaska

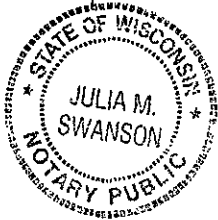
Vice

President of Menard, Inc.
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 his
voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Julia M. Swanson
NOTARY PUBLIC

My Commission Expires October 8, 2007.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF

COUNTY OF

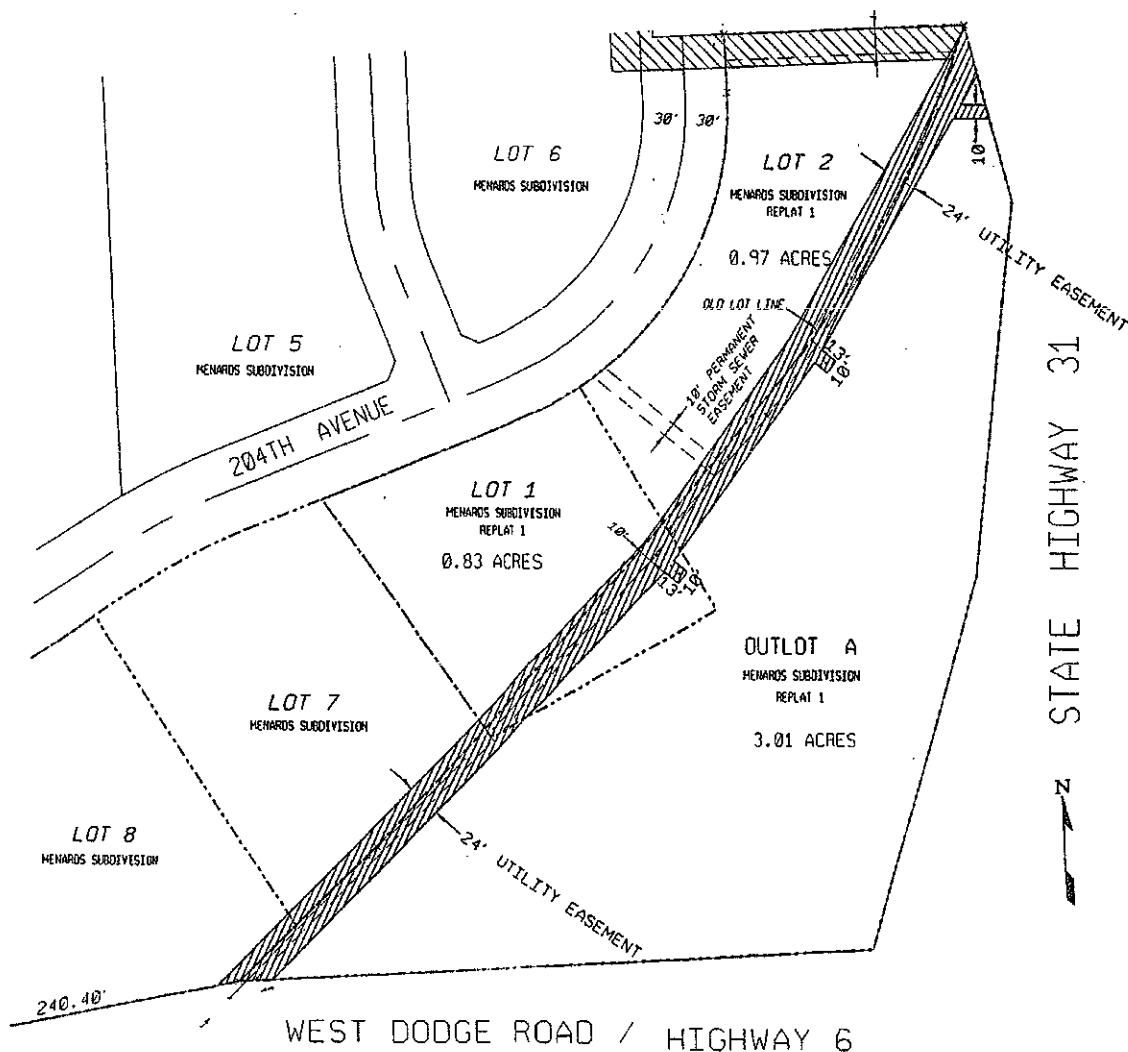
On this _____ day of _____, 2007,
before me the undersigned, a Notary Public in and for said
County and State, personally appeared

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.

NOTARY PUBLIC

EXHIBIT "A"



Easement Legal Description:

Starting from the southwest corner of Outlot A, "Menards Subdivision Replat 1", also being the Point of Beginning; thence $S78^{\circ}36'37''W$ along the south line of Lot 8, "Menards Subdivision", a distance of 15.06 ft.; thence $N44^{\circ}35'30''E$, a distance of 70.16 ft., to a point on the east property line of said Lot 8; thence along the same bearing, a distance of 67.38 ft.; thence $N44^{\circ}01'44''E$, a distance of 125.96 ft., to a point on the east property line of Lot 7, "Menards Subdivision"; thence along the same bearing, a distance of 2.84 ft.; thence $N44^{\circ}17'49''E$, a distance of 167.44 ft.; thence $N35^{\circ}47'30''E$, a distance of 21.42 ft., to a point on the east property line of Lot 1, "Menards Subdivision Replat 1"; thence along the same bearing, a distance of 158.60 ft.; thence $N29^{\circ}22'21''E$, a distance of 244.99 ft., to a point on the east property line of Lot 2, "Menards Subdivision Replat 1"; thence $N19^{\circ}29'20''E$, a distance of 6.78 ft., to the northeast corner of Outlot A, "Menards Subdivision Replat 1"; thence $S15^{\circ}10'05''E$ along the east property line of said Outlot A, a distance of 65.94 ft.; thence $S90^{\circ}00'00''W$, a distance of 24.20 ft.; thence $S29^{\circ}22'21''W$, a distance of 190.19 ft.; thence $S52^{\circ}10'15''E$, a distance of 13.30 ft.; thence $S37^{\circ}49'45''W$, a distance of 10.00 ft.; thence $N52^{\circ}10'15''W$, a distance of 12.50 ft.; thence $S35^{\circ}47'30''W$, a distance of 172.02 ft.; thence $S50^{\circ}00'58''E$, a distance of 14.19 ft.; thence $S39^{\circ}59'02''W$, a distance of 10.00 ft.; thence $N50^{\circ}00'58''W$, a distance of 14.20 ft.; thence $S44^{\circ}17'49''W$, a distance of 164.17 ft.; thence $S44^{\circ}01'44''W$, a distance of 128.86 ft.; thence $S44^{\circ}35'30''W$, a distance of 108.05 ft., to the south property line of said Outlot A, thence $S86^{\circ}52'30''W$ along the south property line, a distance of 23.15 ft., to the Point of Beginning; containing 0.477 acres, more or less.