

OPRD Form No. 1-75-1  
6-17-85 Rev. 3/83

BOOK 762 228

Distribution

RIGHT-OF-WAY EASEMENT

I, Shopko Stores, Inc., a Minnesota corporation, Owner(s)  
we, of the real estate described as follows, and hereafter referred to as "Grantor",

Lot One (1) in Crescent Oaks Plaza, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

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:

The South Ten feet (S10') of the North Four Hundred Eighty feet (N480') of the East Eighty feet (E80') of the above described real estate.

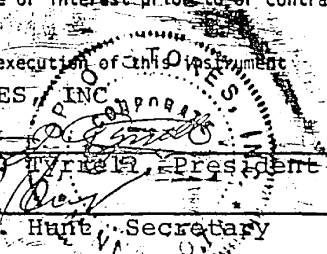
CONDITIONS:

- (a) 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').
- (b) 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. Grantee, by acceptance hereof, agrees to be responsible for repair and restoration of all surface area damaged in connection with the utilization of this easement by the Grantee.
- (c) 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.
- (d) 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.
- (e) 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 5<sup>th</sup> day of July, 19 85.

[Signature]  
[Signature]

SHOPKO STORES, INC  
By: [Signature] President  
By: [Signature] Secretary



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STATE OF WISCONSIN  
COUNTY OF BROWN

On this 5th day of July, 1985,  
before me the undersigned, a Notary Public in and  
for said County, personally came  
George Lapuch

Vice-President of Shopko Stores 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  
the voluntary act and deed for  
the purpose therein expressed.

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

Bette L. Nickel  
NOTARY PUBLIC  
My Commission expires: 10-13-85  
(STATE OF MINNESOTA)  
) ss.  
COUNTY OF HENNEPIN)

On this 23rd day of August, 1985, before me the undersigned, a  
Notary Public in and for said County and State, personally appeared  
William C. Hunt, Secretary of Shopko Stores, Inc., personally known to me  
known to be the identical person and who acknowledged the execution  
thereof to be the voluntary act and deed for the purpose therein  
expressed.

Witness my hand and Notarial Seal the date above written.

LINDA M. BENSON  
NOTARY PUBLIC - MINNESOTA  
HENNEPIN COUNTY  
My Commission Expires Feb. 25, 1991

Linda M. Benson  
NOTARY PUBLIC  
My Commission expires: 2/25/91

BK 762 Del. KK N 90-305EP Fee 10.50  
PG 228 Indx. 111/111 90/305 MC Om  
OF Misc Comp. 111 Comp. CT

PUBLIC POWER DISTRICT  
1623 HARNEY ST. - RM. 401  
OMAHA, NE 68102

1988  
RECEIVED  
MISC  
F  
1986 JAN - 6 PM 3: 26  
GEORGE J. DULEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

Distribution Engineer \_\_\_\_\_ Date \_\_\_\_\_ Property Management \_\_\_\_\_ Date \_\_\_\_\_  
Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
Section NE 35 Township 15 North, Range 11 East 8402765  
Salesman Horstman Engineer D' Louhy Est. # 8402921 W.O. # 9218