

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Shop Ko Stores, Inc., a Minnesota Corporation of Madison County,

Nebraska, in consideration of \$ 1.00, receipt of which is hereby acknowledged, and a further payment of a sum to make a total payment of \$ 1.00, and in consideration of the benefits to accrue to the area hereinafter described from the installation of facilities to provide electrical service, the covenants, conditions and agreements herein contained, do hereby grant and convey unto the City of Norfolk and its lessee the Nebraska Public Power District

its lessees, successors and assigns (hereinafter the Utility); the permanent right, privilege, and right-of-way easement to enter upon and to survey, construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric distribution lines, including all necessary poles, wires, guys and other equipment used in connection therewith, over, under, upon and across:

The East fifteen (15) feet of Lot 1, Block 1 of the Replat of Shop Ko Acres, a subdivision in the City of Norfolk, Madison County, Nebraska, in the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-six (26), Township Twenty-four (24) North, Range One (1) West of the 6th P.M.

Two anchors to be installed 15 feet west of the east property line of the above said property—one anchor to be located approximately 170 feet north and the second anchor to be located 340 feet north of the southeast corner of the above said property.

The intent of this easement is to anchor an overhead power line to be built along and 5 feet east of the west right-of-way of 20th Street.

The Utility shall have the right of ingress and egress across and along the property within the easement for any purpose in connection with its survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of said electric distribution lines and related equipment and facilities.

The Utility shall have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its electric distribution line facilities and related equipment used in connection therewith, including trees beyond the easement.

No buildings, structures, improvements or trees shall be located so as to interfere with said easement except by express written permission from the Utility.

The Utility agrees to take all reasonable steps to restore, as nearly as possible, all property, which is damaged as a result of said survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation or reconstruction, to the condition it was in prior to such activity, or to pay grantor for damages, if any. It is further agreed that all claims for such damages must be submitted to the Utility in writing within 90 days after such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The Utility agrees that should the easement be abandoned for a period of five years, the easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The undersigned agrees and represents that he or she has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied on any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Effective this 16th day of September, 19 88.

SIGNATURE

SIGNATURE

CORPORATE SEAL

SHOPKO STORES, INC.

by: Lawrence J. Clark V.P.

STATE OF NEBRASKA }
WISCONSIN }
COUNTY OF Brown } SS.

On this 16th day of September, 19 88,

before me the undersigned, a Notary Public in and for said County and State, personally appeared Lawrence J. Clark Vice President, Finance, Store Planning & Distribution personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed.

Witness my hand and notarial seal the date above written.

NPPD

Betsy G. Tucker

