

STATE OF NEBRASKA This instrument filed for record  
MADISON COUNTY this 19 day of June 97 at  
9:00 o'clock A.M. and recorded in 1997-6 pg. 1135-1139

EASEMENT



Nancy J. Okraso

Register of Deeds

THIS AGREEMENT, made and entered into the 19 day of May, 1997, by and between ShopKo Stores, Inc., party of the first part, and the City of Norfolk, a Municipal Corporation, party of the second part, Witnesseth:

WHEREAS, the party of the first part owns and has title to the real estate hereinafter described, and

WHEREAS, the party of the second part desires additional street right-of-way for the construction of 20th Street and Highway 275 Improvements.

NOW THEREFORE, it is agreed as follows:

1. The party of the first part does hereby grant, assign, and set over to the party of the second part permanent nonexclusive easement for the purposes aforesaid over, on and under the property as shown and described on the attached "EXHIBIT "A".

2. The party of the first part does hereby grant, assign, and set over to the party of the second part a temporary easement for the purposes aforesaid over, on and under the property as shown and described on the attached "EXHIBIT "A".

3. The party of the second part will relinquish all rights to the temporary easement upon the completion of the construction of the said project and its acceptance by the City, but not later than June 1, 1998.

4. The party of the first part shall fully use and enjoy the aforesaid premises, except as to the rights herein granted and except as to the right to erect permanent buildings on the property described in item one (1) of this agreement.

5. The party of the first part agrees that for and in consideration of the party of the second part granting approval for subsequent construction of the additional access as shown on EXHIBIT "B" to the party of the first part at the sole expense of the party of the first part as well as the non assessment to the party of the first part for the improvements described herein and other valuable consideration, the receipt of which is hereby acknowledged, the party of the first part has this day by these presents does grant and convey unto the party of the second part the aforesaid easement and right-of-way.

6. The party of the second part hereby covenants and agrees that it will perform all of the work hereby authorized on the real property aforesaid, with care, skill and diligence and that it will prosecute said work in such a manner that will in no way endanger or interfere with the use of the property of the party of the first part.

7. The party of the second part will perform said work in such a way as not to damage the buildings, improvements or premises of the party of the first part nor interfere with or remove the support of the same, and that it will defend, indemnify and save the party of the

first part harmless from any and all loss and damage the party of the first part may sustain, exclusive of any business interruption for loss of business occasioned solely by one inconvenience of travel occasioned by construction of the contemplated improvement, growing out of, resulting from, or arising in any manner from the construction, installation, maintenance, use or operation of the 20th Street and Highway 275 Improvements; the party of the second part will restore the surface of the party of the first part property to the same condition in which it was prior to the party of the second part's entrance thereon at the completion of the 20th Street and Highway 275 Improvements with the exception of any improvements.

8. The party of the second part and its contractors and agents shall only use and occupy a portion of the party of the first part's property and as much surrounding property as is reasonable and necessary to perform the work but in all events shall not interfere with the party of the first part operations.

9. No trucks, trailers or other equipment shall be left on the party of the first part's property overnight.

10. The party of the second part shall give to the Director of Real Estate of the party of the first part at least ten (10) business days notice prior to the scheduled installation and construction of the approaches.

11. Once the work commences, the party of the second part and its agents and contractors shall diligently pursue completion, and use all reasonable efforts to minimize the inconvenience to the party of the first part's employees and customers. In no event shall traffic through the presently existing driveway entrance to the property owned by the party of the first part from 20th street be impeded during the period from November 1 through January 15.

SHOPKO STORES, INC.

BY: Dale P. Kramer DT  
Its President

Attest: [Signature]  
Its SECRETARY

STATE OF WI  
COUNTY OF BROWN

On this 8th day of May, 1997, before me, the undersigned, a Notary Public, in and for said County and State, personally came Dale P. Kramer and Richard D. Schepf, President and Secretary of ShopKo Stores, Inc., on behalf of the corporation.

Dated this 8th day of May, 1997.

Jennifer L. Schlies  
Notary Public

My commission expires the 24th day of October, 1999.





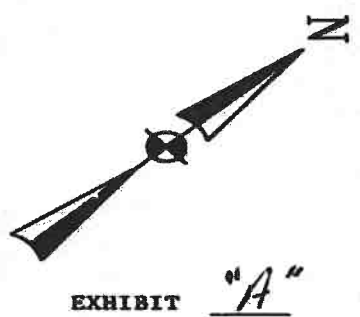
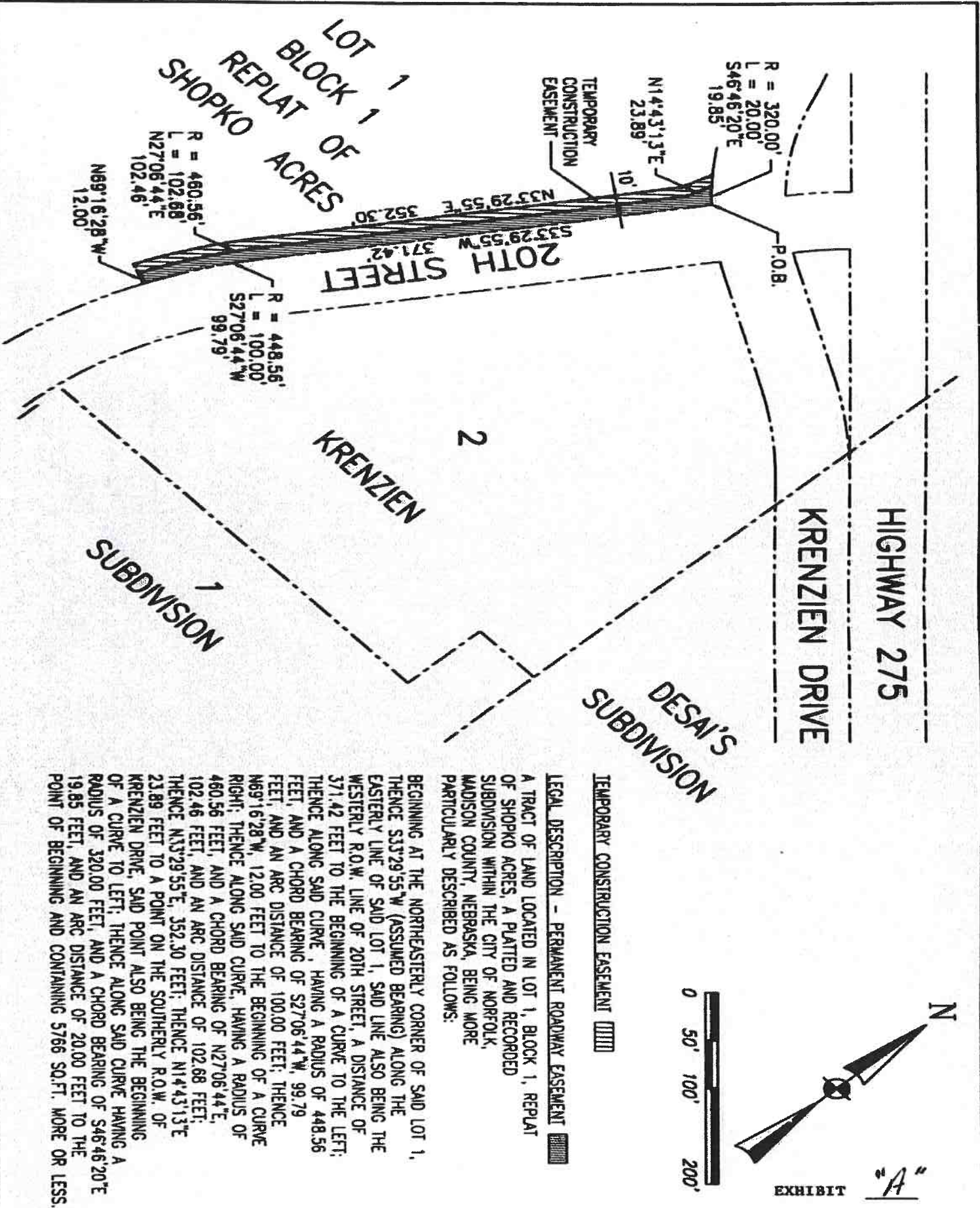


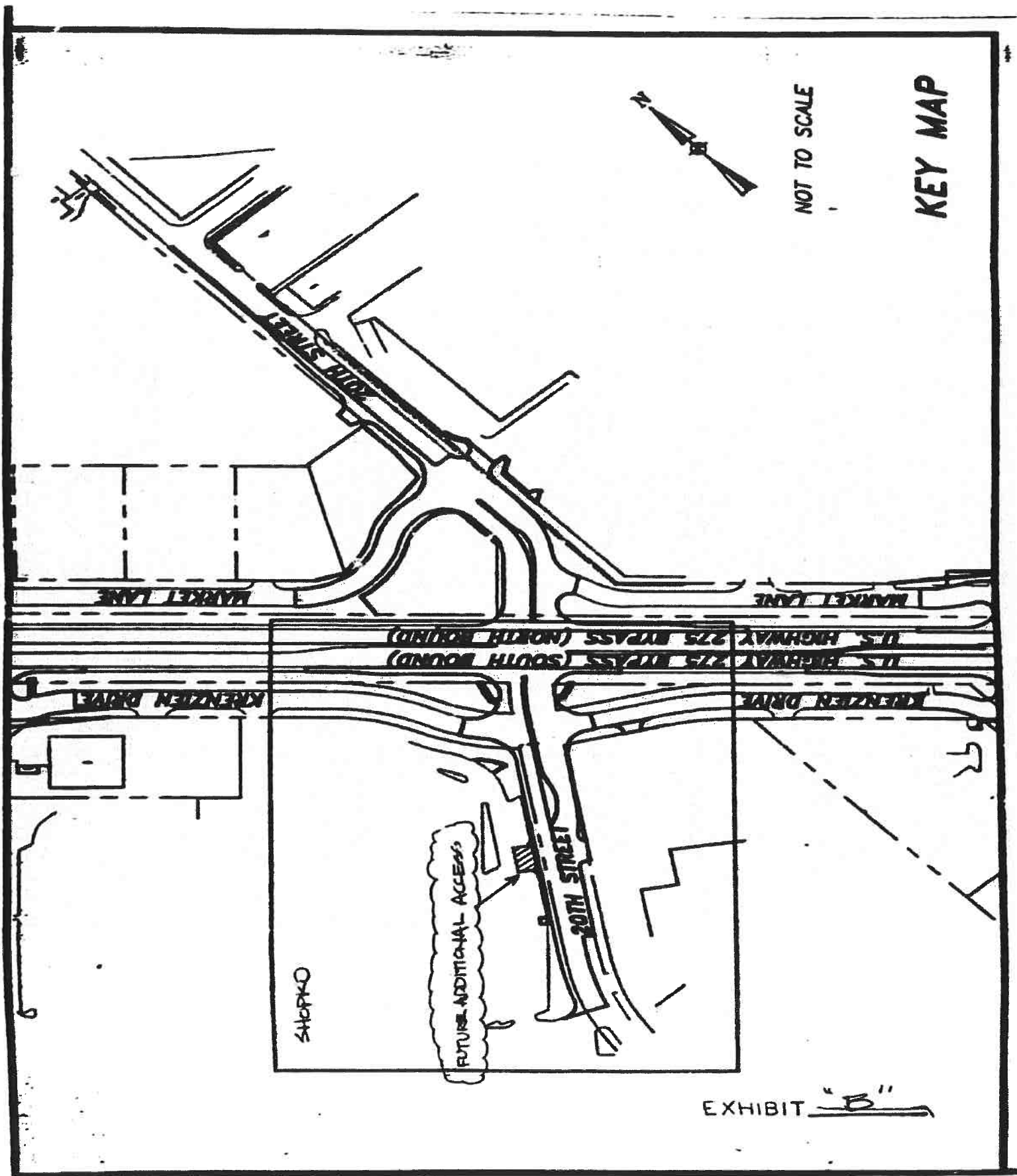
EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT (Hatched)

LEGAL DESCRIPTION - PERMANENT ROADWAY EASEMENT (Solid Line)

A TRACT OF LAND LOCATED IN LOT 1, BLOCK 1, REPLAT OF SHOPKO ACRES, A PLATTED AND RECORDED SUBDIVISION WITHIN THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1, THENCE S33°29'55"W (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 1, SAID LINE ALSO BEING THE WESTERLY R.O.W. LINE OF 20TH STREET, A DISTANCE OF 371.42 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 448.56 FEET AND A CHORD BEARING OF S27°06'44"W, 99.79 FEET AND AN ARC DISTANCE OF 100.00 FEET; THENCE N69°16'28"W, 12.00 FEET TO THE BEGINNING OF A CURVE RIGHT; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 460.56 FEET, AND A CHORD BEARING OF N27°06'44"E, 102.46 FEET, AND AN ARC DISTANCE OF 102.68 FEET; THENCE N35°29'55"E, 352.30 FEET; THENCE N14°43'13"E 23.89 FEET TO A POINT ON THE SOUTHERLY R.O.W. OF KRENZIEN DRIVE, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO LEFT; THENCE ALONG SAID CURVE HAVING A RADIUS OF 320.00 FEET, AND A CHORD BEARING OF S46°46'20"E 19.85 FEET, AND AN ARC DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5766 SQ.FT. MORE OR LESS.



NOT TO SCALE

KEY MAP

SHOPKO

FUTURE ADDITIONAL ACCESS

EXHIBIT "B"