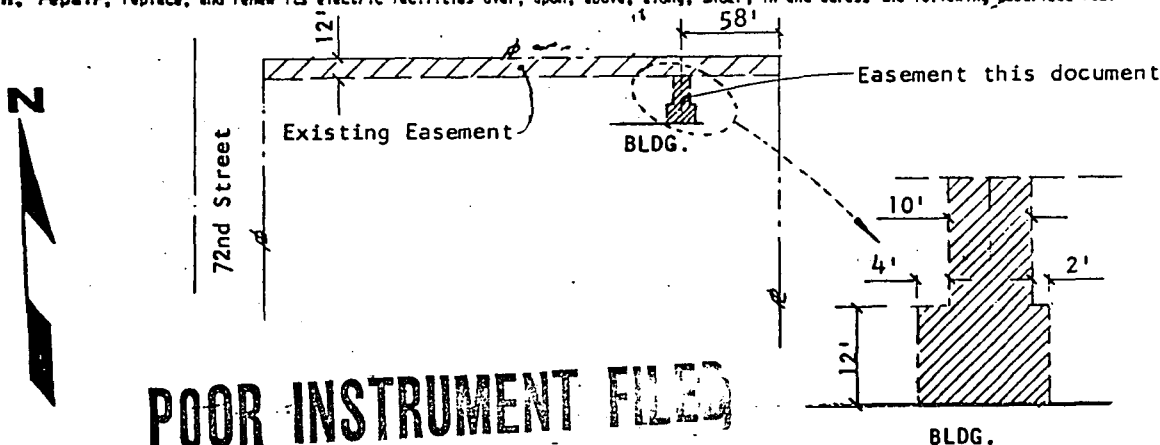


I, Wells' Dairy, Inc. Owner(s)  
of the real estate described as follows, and hereafter referred to as "Grantor",

That part of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section One (1), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Beginning at a point One Thousand Three Hundred Six and Five tenths feet (1,306.5') South of and Forty-two feet (42') East of the Northwest corner of said Section One (1), on the East right of way line of 72nd Street; thence S89° 54' 56"E for a distance of Three Hundred Fourteen and two tenths feet (314.2') to a point; thence S00° 02' 25"E for a distance of Three Hundred Sixty-three and eighty-seven hundredths feet (363.87') to a point on the North right-of-way line of "J" Street; thence N88° 55' 35"W along said North right of way line of "J" Street for a distance of Two Hundred Ninety-seven and Fifty-one hundredths feet (297.51') to a point; thence N48° 12' 58"W along said North right of way line of "J" Street a distance of Twenty-two and seventy-nine hundredths feet (22.79') to a point on the East right of way line of 72nd Street; thence due North along the East right of way line of 72nd Street for a distance of Three Hundred Forty-three and fifty-seven hundredths feet 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:



**POOR INSTRUMENT FILED**

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 23rd day of March, 19 83.

Fay Wells & Roy Wells  
Pres.  
Roy Wells  
Sec. & Treas.

No Corporate Seal

STATE OF Iowa  
COUNTY OF Plymouth

On this 23rd day of March, 19 83,  
before me the undersigned, a Notary Public in and for said  
County, personally came Fay Wells & Roy Wells

President of Wells' Dairy, 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 a voluntary act and deed for the purpose  
therein expressed.

STATE OF  
COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,  
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 at  
said County the day and year last above written.

La Mars In

Witness my hand and Notarial Seal the date above written.

My Commission expires: 8-26-85

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

Distribution Engineer 14 Date 3-28-83 and Rights and Services Per Date 3/28/83

Wells B'n B'nny  
72nd & "J"

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
NW-1/4 Section 1 Township 14 North, Range 12 East Salesman Wilson Engineer D' Louhy Est. 8300089.0, 5302

RECEIVED  
MAY 20 PM 3:55  
1983  
C. HAROLD HILLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.  
5 miles

BOOK 689  
PAGE 564  
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FILED  
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CORDED

1-14-83