

FILED SARY CO. NE.
INSTRUMENT NUMBER
2004-39715

2004 OCT 15 P 12:58 8

COUNTER D C.E. 92
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PROOF PM
FEES \$ 10.50
CHECK# _____
CHG. OPPD CASH _____
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Doc.# 2,433 00(064)

TREES

Glenn A. Dowling
TREE CLEARING EASEMENT
REGISTER OF DEEDS

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her its/their heirs, executors, administrators, successors and assigns, (hereinafter called "Grantor"), hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, (hereinafter called "District"), a permanent easement to trim or remove any trees within the easement area that in the opinion of the District are a hazard to the District's transmission line over, under, above and across the following property to wit:

That part of Section Fourteen (14), Township Fourteen (14) North, Range Thirteen (13) East of the 6th P.M., Sary County, Nebraska and more particularly described as follows:

Beginning at a point on the North and South Half Section line of said Section 14, one hundred twenty-eight (128) rods North of the southwest corner of the southeast Quarter of said Section 14 and running thence west Eighty (80) rods, more or less, to the sub-quarter Section line; thence running North one hundred twelve (112) rods, more or less to the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 14; thence running East one hundred twenty-five (125) rods more or less, to a point forty-five (45) rods East of the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 14; thence running South one hundred twelve (112) rods, more or less, to a point forty-five (45) rods due East of the point of beginning and running thence West forty-five (45) rods, more or less, to the point of beginning.

Excepting any portion of the land which is or was within the natural bed of the Missouri River where it was located prior to artificial or avulsive changes in the shore line. And except any portion of the land which lies South of the North right-of-way line of Bellevue Boulevard.

The area of the above described real estate to be covered by this easement, (hereinafter the "Easement Area"), shall be as follows:

The West Thirty feet (W30') of the above described property. See the reverse side hereof for sketch of easement area.

CONDITIONS:

The District agrees there shall be no structures, anchors, overhang of wire or any other District Facilities within the easement area but the District shall have the right of ingress and egress across the Easement Area for any purpose hereinbefore granted; provided, such ingress and egress shall be exercised in a reasonable manner and without causing unnecessary damage to remaining trees.

The District shall have the right to trim or remove all trees and brush on the west 20 feet of the Easement Area as may be necessary to efficiently exercise any of the hereinbefore granted rights and will perform all such work in accordance with industry-accepted arboricultural standards. In recognition of the ecological importance of Grantor's natural areas on and adjacent to the Easement Area, whenever the District needs to trim or remove any trees on the east 10 feet of the Easement Area, . To the extent possible, the District intends to trim, as necessary, rather than to remove the significant trees located within east 10 feet the easement area. The District shall comply with the following Conditions:

1. Notify and meet with the Grantor to discuss the reasoning for such trimming or removal prior to acting;
2. Trim in such a manner, where reasonably possible, to preserve the shape and health of affected trees; and
3. Trim, if possible, rather than remove the significant trees.

All refuse from tree and brush cutting or trimming within the Easement Area (hereinafter "wood") shall be disposed of by the District provided, however, that the District will first give notice to Grantor and allow it to salvage any such wood prior to disposal.

The District shall control and impede the growth of new trees and brush within with the west 20 feet of the Easement area than may endanger or become a hazard to the line in the same manner as it would over the adjacent property, owned by the District.

The District agrees that it will instruct its tree-trimming contractor(s) responsible for work in the Easement Area about the conditions herein and the District or such contractor will ensure that all involved tree-trimmers are directed to comply with such conditions.

The District shall pay the Grantor and or Lessee, as their interests may appear, for all damages to growing crops, fences or other property on said real estate which may be caused by the exercise of the hereinbefore granted rights.

Grantor may cultivate, enjoy, and otherwise use the land within the Easement Area, including the right of ingress and egress across the Easement Area, provided that such use(s) shall not, in the reasonable opinion of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights; Grantor shall not allow any buildings or structures to remain or be placed upon the Easement Area.

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This easement will terminate automatically when and if the District permanently removes its transmission facilities from the adjacent property.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 13 day of October, 2004.

FONTENELLE NATURE ASSOCIATION

By Sandy Parker
Title Board President

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA

COUNTY OF SARPY

On this 13 day of October, 2004, before me the undersigned, a Notary Public in and for said County, personally came Sandy Parker Board President of FONTENELLE NATURE ASSOCIATION 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 her voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Amy J. Viquain
NOTARY PUBLIC

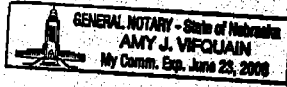
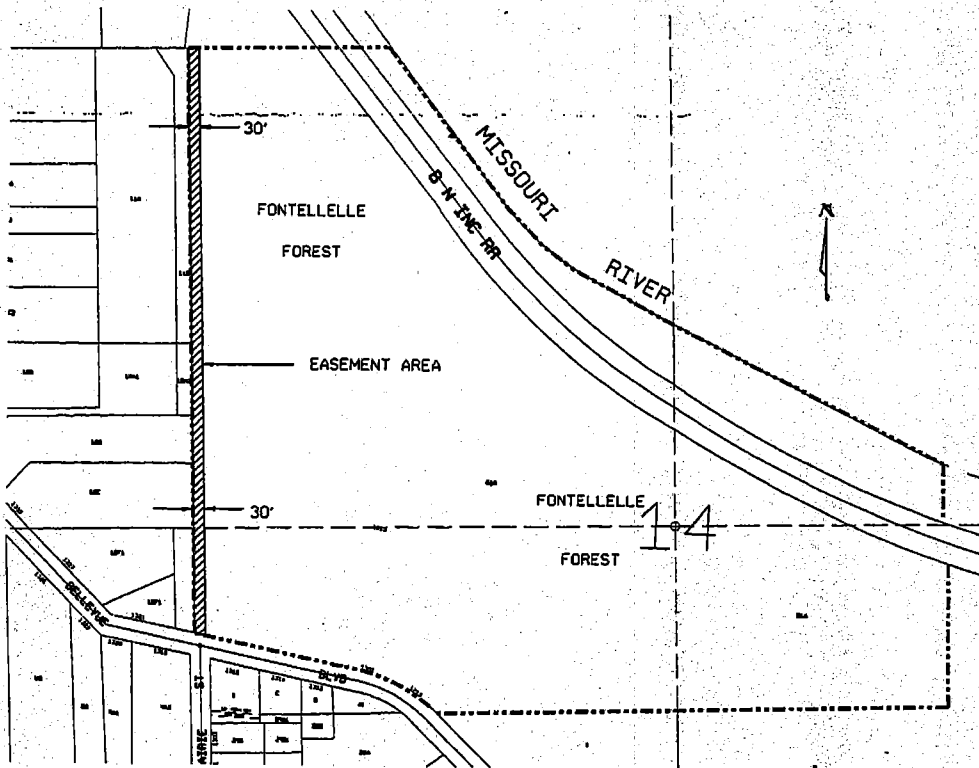


EXHIBIT "A"



Section 14 Township 14 North, Range 13 East County Sarpy ROW LJH
REP Hagan Engineer Wahl Est. # _____ W.O.# _____