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CONSERVATION AND PRESERVATION AGREEMENT

THIS AGREEMENT executed this 14th day of June, 2001 by and between Gloria A. Nordstrom, hereinafter called the "Grantor," and Paul and Paula Folkers, husband and wife, hereinafter called the "Grantee," whether one or more.

WITNESSETH:

WHEREAS, the Grantor owns in fee simple the property legally described as Lot 2, Nordstrom's Second Subdivision in the East Half (E1/2) of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 25, Township 17 North, Range 11 East of the 6th P.M., Washington County, Nebraska; and

WHEREAS, the Grantee owns in fee simple the property legally described as Lot 1, Nordstrom's Second Subdivision in the East Half (E1/2) of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 25, Township 17 North, Range 11 East of the 6th P.M., Washington County, Nebraska; and

WHEREAS, a thirty foot portion of Lot 2 immediately adjacent to the north boundary of Lot 1, hereinafter called "Protected Property," contains numerous coniferous and other trees and natural habitat that enhances the beauty, aesthetics, and privacy of both lots, and the Grantee and Grantor desire to preserve the present status and natural values of the protected property, and to prevent the use or development of the Protected Property for any purpose or any manner which would conflict with the maintenance of the protected property in the present condition for this and all future generations and owners; and

WHEREAS, the Grantee and Grantor wish to enter into a conservation and preservation agreement for the purpose of preserving the natural value and present status of the protected property, and grant the Grantee ingress and egress to the Protected Property for the purposes of assisting in preserving the natural value and present status of the protected property;

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, the Grantee and Grantor hereby agree as follows:

1. Neither the Grantee, the Grantor nor their heirs or assigns shall build any structures on the protected property not already in existence.
2. The Grantee and Grantor shall maintain the existing and present status of the trees and other vegetation, and shall plant and maintain additional trees to maintain the present status and natural value of the protected property, and Grantor conveys to Grantee a perpetual easement for ingress and egress to effectuate the purposes of this conservation and preservation agreement.
3. The covenants, terms, conditions, restrictions, and purposes imposed with this conservation and preservation agreement shall bind the parties, their agents, personal representatives, heirs and assigns, and all successors to them in interest, and shall run with the

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land, and shall continue as a servitude in perpetuity upon the Protected Property.

IN WITNESS WHEREOF, the parties have executed this conservation and preservation agreement on the date and year first herein set forth.

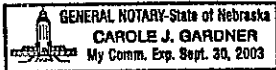
CHARLOTTE L. PETERSEN
WASHINGTON COUNTY, CLERK
BLAIR, NEBR.

Gloria A. Nordstrom
Gloria A. Nordstrom

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me, a Notary Public, this 14th day of June, 2001 by Gloria A. Nordstrom, Grantor, who acknowledged the execution thereof to be her voluntary act and deed.

Carole J. Gardner
Notary Public



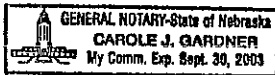
Paul Folkers
Paul Folkers

Paula Folkers
Paula Folkers

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me, a Notary Public, this 14th day of June, 2001 by Paul Folkers and Paula Folkers, husband and wife, Grantee, who acknowledged the execution thereof to be their voluntary act and deed.

Carole J. Gardner
Notary Public



Recorded ✓
General _____
Numerical +
Photostat +
Proofed +

2001 2652
STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 20th DAY OF June A.D. 2001
AT 9:18 O'CLOCK AM AND RECORDED IN BOOK
338 AT PAGE 397-398
COUNTY CLERK Charlotte L. Petersen
DEPUTY _____