



MISC Inst. # 2023029674, Pg: 1 of 6 Rec Date: 05/02/2023 11:19:46.277

Fee Received: \$40.00 Electronically Recorded By: BW

Douglas County, NE Assessor/Register of Deeds Walter E. Peffer

THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

THIS PAGE INCLUDED FOR INDEXING

LEGAL DESCRIPTION:

LOT 201, DEER RIDGE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, EXCEPT AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 201, THENCE EASTERLY 45.00 FEET ALONG THE NORTH LINE OF LOT 201, THENCE SOUTHERLY NORMAL TO SAID NORTH LINE, 20.00 FEET, THENCE SOUTHWESTERLY 75.62 FEET TO THE WEST LINE OF LOT 201, THENCE NORTHERLY ALONG SAID WEST LINE, 80.77 FEET TO THE POINT OF BEGINNING

AGREEMENT

This Agreement (the "Agreement") is entered into this 1st day of May, 2023, (the "Effective Date"), by and between Jon Bucklin and Michelle Bucklin, husband and wife, and their successors and assigns (collectively, the "Bucklins"), and the Omaha Public Power District ("OPPD"), and the parties agree as follows:

WHEREAS, the Bucklins own that certain property located at 560 South 126th Street, Omaha, Nebraska 68154 and legally described as Lot 201, Deer Ridge Subdivision, Douglas County (the "Property");

WHEREAS, OPPD has a perpetual easement that crosses a certain portion of the Bucklins' Property (the "Easement");

WHEREAS, OPPD is in the process of replacing a certain transmission line and associated electric facilities (the "Transmission Reliability Project") that runs through the Easement across the Property; and

WHEREAS, OPPD and the Bucklins have agreed to the following regarding OPPD's prosecution of the Transmission Reliability Project within the Easement on the Property:

1. Removal of Trees; Agreement to Cooperate: OPPD agrees not to mark, trim or remove trees on the Property before September 15, 2023 (the "Agreed Upon Date"). In exchange for the foregoing commitment, the Bucklins agree to cooperate with OPPD in its removal of trees on the Property after the Agreed Upon Date and further agree not to object to, or create any obstacle or impediment for OPPD, in order to complete such work after the Agreed Upon Date. All trees located within the Easement will be removed, except for ornamental trees that are under ten (10) feet tall.
2. Intentionally Left Blank.
3. Recording: The parties agree that a copy of this Agreement may be filed by OPPD, with the records for the Property, with the Office of the Douglas County Register of Deeds.
4. Property Damages: As soon as reasonably practicable following tree and stump removal on the Property, the Bucklins and OPPD will schedule an appointment to walk the Property together in order to identify damages that arose from OPPD's construction activities on the Property. Construction damages may include, but are not limited to, damage to fences, grass, landscaping (including all hostas and day lilies (or other plants) surrounding any removed trees), landscape lighting, concrete (including driveways and sidewalks), soil and grading (as necessary) and sprinkler systems and repair. Once a list of issues has been agreed upon, OPPD will fix and/or address items within its capabilities. Should a third party be required to fix any damages, the Bucklins will obtain reasonable proposals for the performance of such work. Upon reasonable agreement by the parties of the total construction damages owed, OPPD and the Bucklins will execute a damage settlement form substantially in the form attached

hereto as Exhibit "A" and, upon receipt of a fully executed settlement form, OPPD will issue payment of the agreed upon amount in a timely manner. Notwithstanding anything set forth herein to the contrary, it is OPPD's belief that the Property is ideal for seeding grass after all of OPPD's work has been completed. That being said, the Bucklins may expressly request that all grass damaged or disturbed by OPPD during its performance of work be replaced with sod by providing written notice to OPPD prior to the list of damages being agreed upon by the parties. If the Bucklins timely elect to use sod as described in the foregoing sentence, OPPD has agreed to allow such an election; provided, that, the maintenance of such sod will be entirely the Bucklins' responsibility and if the sod does not survive, any replacement sod will be the Bucklins' cost and responsibility. In addition, any damages to the Bucklins' sprinkler system may be performed by their current irrigation contractor; provided, that, such contractor's pricing is reasonable and in line with similar contractors in the area.

5. Intentionally Left Blank.
6. Compensation: In addition to any Property Damages paid to the Bucklins pursuant to Section 4 above, OPPD will provide the Bucklins with: (i) either (a) one (1) bush from OPPD's designated nursery for each tree removed by OPPD on the Property to be planted on the Property by OPPD's designated nursery staff wherever designated by the Bucklins, or (b) \$225 per tree removed by OPPD on the Property, at the Bucklins' discretion, plus (ii) one (1) single ornamental tree selected by the Bucklins and approved by OPPD, to be planted outside of the Easement area.
7. Successors: This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property.
8. Firewood. OPPD agrees to have the limbs and trunk of the pin oak tree on the Property cut into sections no greater than two feet in length and such logs will remain on the Property for the Bucklins' use as firewood.
9. Access to North Transmission Tower. During the Transmission Reliability Project, OPPD agrees not to (i) use the portion of the Easement on the Property that crosses the Bucklins' driveway, or is South of the Bucklins' driveway, as a means of ingress or egress, or for delivery of heavy equipment, to access the transmission tower to the North of the Property, and (ii) bring any concrete trucks or drilling rigs onto the Property.
10. Enforceability; Governing Law: If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement will be construed without such provision. This Agreement will be governed by Nebraska law.

11. Interpretation; Representation. This Agreement shall be interpreted in accordance with the fair meaning of its words and each of the parties hereto certify they either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Agreement which provisions have been fully negotiated and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.
12. Authorization. Each party hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by and on its behalf and constitutes such party's valid and binding agreement in accordance with the terms hereof.
13. Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement.

[Signature Pages Follow].

THE BUCKLINS:

By: Jon P. Bucklin
Jon Bucklin

By: Michelle Bucklin
Michelle Bucklin

STATE OF NEBRASKA)

) ss.

ACKNOWLEDGMENT (Individual)

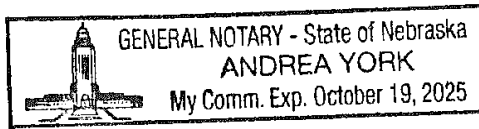
COUNTY OF DOUGLAS)

On this 20th day of April, 2023, before me, a notary public in and for said county and state, personally came Jon Bucklin, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

WITNESS my hand and notarial seal at Northwest Bank, in said county and state, the day and year last above written.

[SEAL]

Andrea York



Notary Public

STATE OF NEBRASKA)

) ss.

ACKNOWLEDGMENT (Individual)

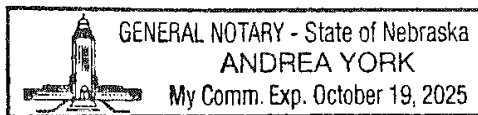
COUNTY OF DOUGLAS)

On this 20th day of April, 2023, before me, a notary public in and for said county and state, personally came Michelle Bucklin, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

WITNESS my hand and notarial seal at Northwest Bank, in said county and state, the day and year last above written.

[SEAL]

Andrea York



Notary Public

THE OMAHA PUBLIC POWER DISTRICT

By: [Signature]
Name: JACOB FARREN
Its: MANAGER, REAL PROPERTY

STATE OF NEBRASKA)

) ss.

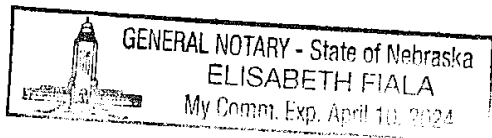
ACKNOWLEDGMENT (Entity)

COUNTY OF DOUGLAS)

On this 1st day of May, 2023, before me, a notary public in and for said county and state, personally came Jacob Farrell, Manager, manager of real property, of the Omaha Public Power District, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said company.

WITNESS my hand and notarial seal at Fraser Stryker, in said county and state, the day and year last above written.

[SEAL]



[Signature]

Notary Public