

Cover Page:

Copies of Recorded Documents Listed as Title Exceptions

Perkins County

Tracts 1 - 3

Document	Rec. Date	Inst. # or Bk & Pg #	Tr 1	Tr 2	Tr 3
Certificate of Wind Lease and Easement *	8/7/2017	2017-00659	x	x	x
Electrical Utility Easement	4/26/2007	Bk 67, pg 49	x		
Easement along County Road right-of-way	9/29/1981	Bk 44, pg 306		x	
Easement along County Road right-of-way	9/29/1981	Bk 45, pg 89		x	
Easement for Electrical Utility	6/25/1998	Bk 59, pg 290		x	
Service Agreement	12/9/2005	Bk 65, pg 218		x	
Electrical Utility Easement	4/26/2007	Bk 67, pg 54		x	
Electrical Utility Easement	4/26/2007	Bk 67, pg 55			x

*** To be terminated prior to closing (if not prior to auction)**

STATE OF NEBRASKA } ss
County of Perkins
Filed in this office of County Clerk
the 7 day of August
2017 at 1:15 P.M.
and recorded as instrument No. 2017-00659
Peta A. Jones, Clerk
County Clerk

--- SPACE ABOVE RESERVED FOR REGISTER OF DEEDS OFFICE RECORDING INFORMATION ---

Return to: Mueller Law Office
P.O. Box 637
Ogallala, NE 69153

CERTIFICATE OF WIND LEASE & EASEMENT

E1/2 2-14-40
W1/2 2-14-40
SW1/4 26-15-40 ext NE corner Pivot 27
All 27-15-40 ext N 1562ft of E1562ft of NE1/4
E1/2 28-15-40
W1/2 28-15-40
E1/2 33-15-40
All 35-15-40
All Ex TR in S1/2 3-14-40
All Ex TRS 4-14-40
Tr in NE1/4 9-14-40
All 34-15-40

Keith County

N1/2&SW1/4 21-14-40 Ex TR
N1/2 28-14-40
E1/2 23-14-40
N1/2 SW1/4 34-14-41
S1/2 SW1/4 34-14-41
NW1/4 27-14-41
W1/2 SE1/4 22-14-41
W1/2 29-14-38 Pivot 24
Tr in E1/2 30-14-38 Pivot 25
E1/2 outlots 30-14-38
NW1/4 of N1/2 32-14-38
N1/2 14-14-41
TR in N1/2 17-14-40
All Ex TR & Hwy 26 17-14-40
S1/2 11-14-41

E1/2 10-13-41
N1/2 of NE1/4 25-14-40
All s of Hwy 26 18-14-39 Except Hse lot

NE1/4 15-14-40
NE1/4 12-13-41
NE1/4 34-14-41
NW1/4 34-14-41

SE1/4&S1/2 S1/2 NE 1/4 24-14-40
NE1/4 Ex Tr 22-14-40
Tr in NE1/4 22-14-40
NW1/4 22-14-40
S1/2 22-14-40
SW1/4 6-13-39

E1/2 35-14-40
NW1/4 35-14-40
All Ex TRS 27-14-40
E1/2 1-13-40
W1/2 1-13-40
All 2-13-40
All EX TRS W1/2 3-13-40
TR in NW1/4 3-13-40

Deuel County


E1/2 15-13-42
SW 1/4 25-14-42
W1/2 26-14-42
SW1/4 02-14-42
SE1/4 15-14-42
S1/2 29-14-42
SE1/4 34-14-42
W1/2 14-13-42

Perkins County

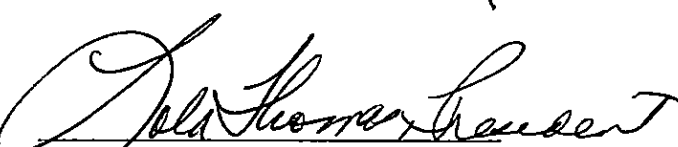
NW1/4 33-12-39 Pivot 1
NE1/4 33-12-39 Pivot 2
SW1/4 33-12-39 Pivot 3
SE1/4 33-12-39 Pivot 4

Perkins County

SE1/4 29-12-39 Pivot 5
SW1/4 28-12-39 Pivot 6
SE1/4 28-12-39 Pivot 7
NE1/4 5-11-39 Pivot 8
NW1/4 5-11-39 Pivot 9

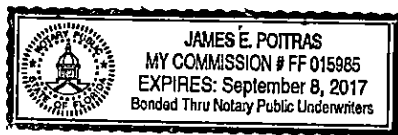


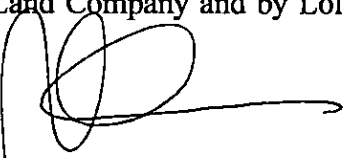
Lola Thomas, A Single Person



Lola Thomas, President
Thomas Land Company

14 The foregoing Certificate was duly executed and acknowledged before me on February 14, 2017, by Lola Thomas, President of Thomas Land Company and by Lola Thomas, a single person, as an individual.





Notary Public

EASEMENT

THIS AGREEMENT made in the City of Grant, State of Nebraska, on March 16, 1981, by Perkins County, a Political subdivision of the State of Nebraska, Party of the first Part, and D-K Farms a Nebraska Partnership, hereinafter called Party of the Second Part.

WHEREAS, The Party of the First Part represents and warrants that as a political subdivision of the State of Nebraska that it owns a County Road right-of-way along a certain parcel of real estate located in Perkins County, Nebraska, more particularly bounded and described as follows:

A County Road right-of-way along a line adjacent to the North Line of Sections 35, 34, 33, 32, and 31, Township 12 N. Range 39 West of the 6th P. M. in Perkins County, Nebraska.

WHEREAS, the Party of the Second Part desires to use portions of said right-of-way for the installation and maintenance of a natural gas distribution line.

NOW, THEREFORE, in consideration of the mutual covenants to be kept it is agreed as follows:

The Party of the First Part does hereby grant, assign and set over to the Party of the Second Part an Easement for the purpose of installing and maintaining natural gas distribution lines along the following described parcel:

An Easement 5 feet in width along a line upon the County Road right-of-way South ditch adjacent to the North Line of Section 35, Township 12, N. Range 39 West; thence traversing across the County Road right-of-way; thence continuing in the South ditch along a line adjacent to the North Line of Sections 34, 33, and 32, Township 12N. Range 39 W., thence traversing the County Road Right-of-way, thence continuing along the center of the County Road Right-of-Way on the Section Line separating Section 31, T. 12 N. R. 39 W. and Section 30, T. 12 N. Range 39 W. in Perkins County, Nebraska.

The Party of the Second Part is Granted an Easement to install natural gas distribution lines at a depth of no less than 4 feet along the aforesaid line except that portion traversing the county road right-of-way shall be at a depth of no less than 6 feet.

This grant of easement shall continue so long as the said Party of the Second Part or his successors and interest shall use and maintain gas distributional lines across the parcels as noted above.

IN WITNESS WHEREOF, we have set our hands this 16 day of March, 1981.

James A. Deaver
Commissioner

Jerry J. Sejkora
Commissioner

Harmon S. Soffley
Commissioner

EASEMENT

This agreement made on 9-28-81 between D & K Farms
(date)
and Pan-Ko - Inc., for an additional 15 feet of
(Landowner)
right-of-way on south side of Perkins County, Nebraska road as described
in the attached easement form. This easement will encompass the said
Perkins County, Nebraska road across Sections 33^T 34^R - 12 - 39,
Township 12N, Range 39W.

Purpose of this agreement is to maintain 4" natural gas pipeline and
shall continue so long as D&K Farms and its successors shall use and
maintain gas distribution system.

A copy of the above-referenced easement form is attached hereto marked
as Exhibit "A" and incorporated herein by reference as if fully set forth.

D-K Farms
By Virginia P. Dicks, Produce 9-28-81
D&K Farms date

Pan-Ko - Inc
By Victor Bonbrun
Landowner 9-28-81
date

STATE OF NEBRASKA } ss
PERKINS COUNTY }

Filed for record this 29 day of
Sept. 1981 A.D. at 10:38 o'clock
A.M. and recorded in Book 45
Mias. on page 89
Mary Buss County Clerk
Deputy

by L.M.W.

EASEMENT

THIS AGREEMENT made in the City of Grant, State of Nebraska, on March 16, 1981, by Perkins County, a Political Division of the State of Nebraska, Party of the first Part, and D-K Farms a Nebraska Partnership, hereinafter called Party of the Second Part.

WHEREAS, The Party of the First Part represents and warrants that as a political subdivision of the State of Nebraska that it owns a County Road right-of-way along a certain parcel of real estate located in Perkins County, Nebraska, more particularly bounded and described as follows:

A County Road right-of-way along a line adjacent to the North Line of Sections 35, 34, 33, 32, and 31, Township 12 N. Range 39 West of the 6th P. M. in Perkins County, Nebraska.

WHEREAS, the Party of the Second Part desires to use portions of said right-of-way for the installation and maintenance of a natural gas distribution line.

NOW, THEREFORE, in consideration of the mutual covenants to be kept it is agreed as follows:

The Party of the First Part does hereby grant, assign set over to the Party of the Second Part an Easement for the purpose of installing and maintaining natural gas distribution lines along the following described parcel:

An Easement 5 feet in width along a line upon the County Road right-of-way South ditch adjacent to the North Line of Sections 35, 34, 33, 32, and 31, Township 12, N. Range 39 West; thence traversing across the County Road right-of-way; thence continuing in the South ditch along a line adjacent to the North Line of Sections 34, 33, and 32, Township 12N. Range 39 W., thence traversing the County Road Right-of-way, thence continuing along the center of the County Road Right-of-Way on the Section Line separating Section 31, T. 12 N. R. 39 W. and Section 30, T. 12 N. Range 39 W. in Perkins County, Nebraska.

The Party of the Second Part is Granted an Easement to all natural gas distribution lines at a depth of no less than 6 feet along the aforesaid line except that portion traversing the County road right-of-way shall be at a depth of no less than 6 feet. This grant of easement shall continue so long as the said Party of the Second Part or his successors and interest shall use natural gas distributional lines across the parcels as noted

WHEREOF, we have set our hands this _____ day

Per

D. K. Farms

Perkins County, Nebraska

ELECTRICAL UTILITY EASEMENT

The undersigned, GRANTOR, for good and valuable consideration, receipt of which is hereby acknowledged does hereby grant unto THE MIDWEST ELECTRIC COOPERATIVE CORPORATION, a Nebraska Non-Profit Corporation, GRANTEE, an easement, as set out herein, in the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

SE 1/4 of Section 33
T12N
R39W

The GRANTEE shall have the right to erect, construct, reconstruct, replace, remove, maintain, utility towers/poles, underground electrical lines, with such wires and cables as GRANTEE shall from time to time suspend and/or bury for the transmission of electrical energy, and for communication purposes, and all necessary and proper foundations, footings, crossarms, and other appliances and fixtures for use in connection with such towers/poles, wires and cables. Further the GRANTEE shall have a thirty (30) feet wide right of way, on, along, and in the above described real estate so that there is a strip fifteen (15) feet wide on either side of the above described utility tower/poles, underground electrical lines and cables. GRANTOR shall have the right to use the above-described strip for purposes not inconsistent with GRANTEE'S full enjoyment of the right hereby granted, provided that GRANTOR shall not erect nor construct any building or other structure, or do any drilling or excavation, within such strip.

Notwithstanding the limitations and/or parameters of the easement granted herein, GRANTOR hereby consents to the expansion of the easement granted to the GRANTEE, from time to time, to the extent necessary to meet the current standards of the NATIONAL ELECTRIC SAFETY CODE.

GRANTOR, further grants to GRANTEE the right of ingress to and egress from the above-described strip over and across the real estate by means of roads and lanes on such real estate, if there is such, otherwise by such route or routes as shall cause the least damage and inconvenience to GRANTOR.

GRANTOR shall have the further right to install, maintain, and use gates in all fences that now cross or shall hereafter cross the above-described strip.

GRANTOR shall also have the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter located on the above-described strip.

Executed this 14, day of August, 1997.

Victor O. Pankovnin

STATE OF NEBRASKA)
COUNTY OF Perkins) SS

The foregoing instrument was acknowledged before me on August 14, 1997

by VICTOR O. PANKOVNIN

VERNON L. JONES Notary Public
My Comm. Exp. Sept. 17, 1999

STATE OF NEBRASKA)
COUNTY OF) SS

The foregoing instrument was acknowledged before me on _____, 19____

by _____

STATE OF NEBRASKA }
County of Perkins } ss.
Filed in this office of County Clerk
the 25th day of Nov
1998 at 10:55 A.M.
and recorded in Book 59
page 290
Mary Bues County Clerk

Notary Public
My Commission Expires _____

SERVICE AGREEMENT

218

THIS AGREEMENT, made and entered into by and between MIDWEST ELECTRIC COOPERATIVE CORPORATION, a Nebraska Non-Profit Corporation, hereinafter referred to as "COMPANY", and, the undersigned, JOINTLY AND SEVERALLY if more than one, hereinafter referred to as "MEMBER".

WHEREAS, COMPANY has electricity available, or will have electricity available for sale to MEMBER as soon as certain electrical lines and facilities are constructed or extended, and MEMBER desires to purchase such electricity from COMPANY.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND EACH OF THE PARTIES INTEND TO BE LEGALLY BOUND HEREBY, IT IS MUTUALLY AGREED AS FOLLOWS:

1.1 **RATIFICATION:** The parties hereto acknowledge that the foregoing recitals are true and correct and adopt the same as a material part of this Agreement.

2.1 **MEMBERSHIP:** Upon execution of this SERVICE AGREEMENT by all parties thereto, the undersigned shall become a MEMBER of the COMPANY. This agreement shall be subject to and the MEMBER shall be bound by the provisions of the Articles of Incorporation, By-Laws, and policies of the COMPANY and by such rules and regulations as may from time to time be adopted by COMPANY, and all the rights and privileges of membership shall inure to the benefit of MEMBER, provided however, only the MEMBERS who have paid the membership fee shall be entitled to vote.

3.1 **SALE OF ELECTRICITY:** The COMPANY shall sell and deliver to MEMBER, and MEMBER shall purchase from COMPANY during the term of this agreement, all of the electricity, excepting any electricity produced by MEMBER, that shall be required on the premises described herein, and MEMBER shall pay the COMPANY for the electricity and any related services which are provided by COMPANY to MEMBER on its availability hereunder at the rates and upon the COMPANY terms and conditions existing at the time of execution of this agreement and at such rates and conditions as may thereafter be established by COMPANY and charged to all MEMBERS receiving service in the same classifications as received hereunder by MEMBER.

4.1 **INTEREST:** MEMBER agrees, that interest shall accrue from and after 20 days from the due date of any payment required under the terms of this agreement at the rate of 16% per annum, or at such other rate as may from time to time be established by the Board of Directors and made applicable to all MEMBERS and which rate shall not exceed the maximum allowed by law on open accounts as provided by Neb. Rev. Stat. §45-101.04(7) R.R.S. Nebraska, (1988) as the same may from time to time be amended.

5.1 **CONTINUITY OF SERVICE:** The COMPANY shall use reasonable diligence to provide a constant and uninterrupted supply of electricity, but IF SUCH SUPPLY FAILS, OR IS INTERRUPTED, OR BECOMES DEFECTIVE THROUGH AN ACT OF GOD, GOVERNMENTAL AUTHORITY, ACTION OF THE ELEMENTS, PUBLIC ENEMY, ACCIDENT, LABOR TROUBLE, REQUIRED MAINTENANCE WORK, INABILITY TO SECURE RIGHT OF WAY OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF COMPANY, COMPANY SHALL NOT BE LIABLE FOR BREACH UNDER THE TERMS OF THIS AGREEMENT.

6.1 **RIGHT OF ACCESS:** Duly authorized representatives of COMPANY shall be permitted to enter the premises described herein at all reasonable times in order to carry out the provisions of this agreement. COMPANY shall use all reasonable care in such entry and shall not be liable to MEMBER for any damages unless the same be caused by the gross negligence of COMPANY.

COMPANY may discontinue its service to MEMBER and remove its equipment from the premises described herein on reasonable notice if meter readers or other authorized representatives of COMPANY can not gain admittance or if refused admittance to the premises described herein for the purposes of reading meters, making repairs, making inspections, or removing COMPANY property; or if MEMBER, or anyone acting on behalf of MEMBER, interferes with COMPANY representatives in the performance of their duties.

7.1 **POINT OF DELIVERY OF ELECTRICITY:** The point of delivery of the electricity from the COMPANY to the MEMBER shall be the COMPANY'S meters, the location of the meters on the premises described herein shall be determined by the COMPANY.

8.1 **CONDITIONS OF SERVICE:** (a) MEMBER agrees to provide secondary capacitors for power factor correction on all electrical motors over 25 horsepower, (b) New installations and those installations that are being substantially altered or improved must be wired by a person holding a valid Nebraska State Electrician's License, (c) New installations will not be connected to COMPANY'S lines until COMPANY has been presented with proof that a Nebraska State Inspection has been requested where required for the installation. (d) MEMBER agrees to participate in conservation and load management programs of COMPANY. (e) MEMBER will cause the premises described herein to be wired in accordance with the latest National Electrical Code. (f) The COMPANY recommends that disconnects be installed directly below the meter by the MEMBER to disconnect electrical service when the same is not in use. (g) The COMPANY'S obligation in regard to supplying electricity under this agreement are dependent on COMPANY securing and retaining all necessary right-of-way, privileges, and permits for delivery of such electricity, and COMPANY shall not be liable to MEMBER for its delay or failure in delivering the electricity due to COMPANY'S inability to secure and retain such rights-of-way, privileges, and permits. (h) MEMBER shall furnish, and install and keep in good and safe conditions all electrical lines, and apparatus that may be required for receiving electric power from COMPANY at the point of delivery and for distributing and utilizing such electric power. Such electric lines and apparatus shall be installed and maintained by MEMBER in conformity with the requirements of the National Electrical Safety Code and current IEEE 519 standards. MEMBER shall be responsible to operate and maintain such electric lines and apparatus in a condition that would not effect COMPANY'S ability to adequately serve other COMPANY customers. Company may discontinue its service to Member if such a condition exists, MEMBER will be responsible for any and all expenses to maintain MEMBER'S equipment in proper operating order. (i) The MEMBER agrees that the electric power and energy purchased hereunder will not be resold.

9.1 **MEASUREMENT OF SERVICE:** The quantity of electricity delivered to MEMBER by COMPANY shall be recorded by COMPANY'S meters and shall be final and conclusive, unless an error in meter reading and/or failure of meter occurs. In the case of an error in a meter reading and/or failure of meter, the amount of electricity delivered by COMPANY to MEMBER during the period in question shall be estimated by COMPANY.

10.1 **VIOLATION:** If MEMBER fails to comply with or violates a provision of this agreement, and such failure or violation is not remedied by MEMBER within ten (10) days after written notice of such failure or violation is given by COMPANY, COMPANY shall have the right, at its option, on ten (10) days written notice to MEMBER to terminate this agreement or discontinue delivery of electricity until such default has been completely remedied. A default by the MEMBER on any other agreement by and between the COMPANY and a MEMBER shall constitute a default under this agreement.

In the event of such default, COMPANY shall have the right to remove any meter, apparatus or other property of COMPANY from the premises described herein.

11.1 **RIGHT OF OFFSET:** The Midwest Electric Cooperative Corporation shall have the right of offset against any capital credits account due to MEMBER and shall have a lien on and right of offset against said capital credits account(s) or other property of MEMBER now or hereafter in the possession of, or on deposit with the COMPANY, whether held in a general or special account. Each such lien or right of offset may be exercised without demand on or notice to MEMBER, and shall continue in full force unless specifically waived or released by COMPANY in writing, and shall not be deemed waived by conduct of COMPANY, by any failure to exercise such right, or by any neglect or failure in so doing.

12.1 **NOTICES:** All notices, demands, or other writings in this Agreement provided to be given, made or sent, or which may be given, made or sent, by either party hereto to the other, shall be deemed to have been given, made or sent when made in writing and deposited in the United States Mail, postage prepaid, and addressed as follows:

MEMBER Name and Address as contained herein	The Midwest Electric Cooperative Corporation P.O. Box 970 Grant, NE 69140
--	---

The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

13.1 **ASSIGNMENT:** The parties hereto agree that this agreement, or any interest herein, including but not limited to, capital credits, may not be assigned by MEMBER without the prior written consent of the COMPANY. No assignment for the benefit of creditors or by operation law shall be effective to transfer any rights to the Assignee, without the written consent of the COMPANY first having been obtained.

14.1 **LIQUIDATED DAMAGES:** (a) In addition to the charges for the electricity and any related services which are provided by COMPANY, if MEMBER violates any of the provisions of this agreement there shall immediately become due and payable as liquidated damages, AND NOT AS A PENALTY, the minimum charge as stated herein, computed for the unexpired term of this agreement or any extension thereof.

15.1 **MISCELLANEOUS:** Waiver by either party of, or the failure of either party to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

15.2 Any provisions of this agreement found to be prohibited by law shall be ineffective to the extent of such prohibition, without invalidating the remainder of this agreement.

: : 111903/08:42

C:\FILES\WP
A:\MIDWEST\SERVICE.AGT

STATE OF NEBRASKA } ss
County of Perkins }
Filed in this office of County Clerk
the 9th day of November
2005 at 1:45 P.M.
and recorded in Book 165
Page 318
Summers RW

STATE OF NEBRASKA)
County of Perkins) ss

Filed in this office of County Clerk
the 20th day of April
2007 at 8:03 A M
and recorded in Book 67
mic Page 54
Rita A. Long SR
County Clerk

ELECTRICAL UTILITY EASEMENT

The undersigned, GRANTOR, for good and valuable consideration receipt of which is hereby acknowledged does hereby grant unto THE MIDWEST ELECTRIC COOPERATIVE CORPORATION, a Nebraska Non-Profit Corporation, GRANTEE, an permanent easement, to run perpetually with the land, as set out herein, in the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

AN EASEMENT FOR AN UNDERGROUND LINE IN THE NORTHWEST QUARTER OF SECTION 33 TOWNSHIP 12 NORTH RANGE 39 WEST IN PERKINS COUNTY

The GRANTEE shall have the right to erect, construct, reconstruct, replace, remove, maintain, utility , underground electrical lines, with such wires and cables as GRANTEE shall from time to time suspend and/or bury for the transmission of electrical energy, and communication purposes, and all necessary and proper foundations, footings, and other appliances and fixtures for use in connection with wires and cables. Further the GRANTEE shall have a thirty (30) feet wide right of way, on along, and in the above described real estate so that there is a strip fifteen (15) feet wide on either side of the above described utility underground electrical lines and cables. GRANTOR shall have the right to use the above-described strip for purposes not inconsistent with GRANTEE'S full enjoyment of the right hereby granted, provided that GRANTOR shall not erect nor construct any building or other structure, or do any drilling or excavation, within such strip.

Notwithstanding the limitations and/or parameters of the easement granted herein, GRANTOR hereby consents to the expansion of the easement granted to the GRANTEE, from time to time, to the extent necessary to meet the current standards of the NATIONAL ELECTRIC SAFETY CODE.

GRANTOR, further grants to GRANTEE the right of ingress to and egress from the above-described strip over and across the real estate by means of roads and lanes on such real estate, if there is such, otherwise by such route or routes as shall cause the least damage and inconvenience to GRANTOR.

GRANTOR shall have the further right to install, maintain, and use gates in all fences that now cross or shall hereafter cross the above-described strip.

GRANTOR shall also have the right from time to time and to cut down and clear away any and all trees and brush now or hereafter located on the above-described strip.

Executed this 24 day of April, 2006.

Thomas L. MacCO
(Print Name)

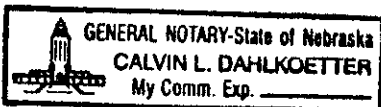
[Signature]
(Sign Name)

STATE OF NEBRASKA)
) SS
COUNTY OF Perkins)

The foregoing instrument was acknowledged before me on April 24, 2006,
by Mike Thomas

Calvin L. Dahlkoetter
Notary Public

My Commission Expires Jan 18, 2007



STATE OF NEBRASKA } ss
County of Perkins
Filed in this office of County Clerk
the 20th day of April
2007 at 8:03 A M
and recorded in Book 67
Misc Page 55
Rita A. Donger
County Clerk

ELECTRICAL UTILITY EASEMENT

The undersigned, GRANTOR, for good and valuable consideration receipt of which is hereby acknowledged does hereby grant unto THE MIDWEST ELECTRIC COOPERATIVE CORPORATION, a Nebraska Non-Profit Corporation, GRANTEE, an permanent easement, to run perpetually with the land, as set out herein, in the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

AN EASEMENT FOR AN UNDERGROUND LINE IN THE SOUTHEAST QUARTER OF SECTION 29 TOWNSHIP 12 NORTH RANGE 39 WEST IN PERKINS COUNTY

The GRANTEE shall have the right to erect, construct, reconstruct, replace, remove, maintain, utility , underground electrical lines, with such wires and cables as GRANTEE shall from time to time suspend and/or bury for the transmission of electrical energy, and communication purposes, and all necessary and proper foundations, footings, and other appliances and fixtures for use in connection with wires and cables. Further the GRANTEE shall have a thirty (30) feet wide right of way, on along, and in the above described real estate so that there is a strip fifteen (15) feet wide on either side of the above described utility underground electrical lines and cables. GRANTOR shall have the right to use the above-described strip for purposes not inconsistent with GRANTEE'S full enjoyment of the right hereby granted, provided that GRANTOR shall not erect nor construct any building or other structure, or do any drilling or excavation, within such strip.

Notwithstanding the limitations and/or parameters of the easement granted herein, GRANTOR hereby consents to the expansion of the easement granted to the GRANTEE, from time to time, to the extent necessary to meet the current standards of the NATIONAL ELECTRIC SAFETY CODE.

GRANTOR, further grants to GRANTEE the right of ingress to and egress from the above-described strip over and across the real estate by means of roads and lanes on such real estate, if there is such, otherwise by such route or routes as shall cause the least damage and inconvenience to GRANTOR.

GRANTOR shall have the further right to install, maintain, and use gates in all fences that now cross or shall hereafter cross the above-described strip.

GRANTOR shall also have the right from time to time and to cut down and clear away any and all trees and brush now or hereafter located on the above-described strip.

Executed this 24 day of April, 2006.

THOMAS LAND CO
(Print Name)

[Signature]
(Sign Name)

STATE OF NEBRASKA)
COUNTY OF Perkins) SS

The foregoing instrument was acknowledged before me on April 24, 2006,
by Mike Thomas



Calvin Dahlkoetter
Notary Public
My Commission Expires Jun 18, 2007