

Cover Page:

Copies of Recorded Documents Listed as Title Exceptions

Keith County

Tracts 4 - 24 & Tract 33

Document	Rec. Date	Inst. or Bk/Pg #	Tr 4	Tr 5	Tr 6	Tr 7	Tr 8	Tr 14	Tr 15	Tr 16	Tr 19	Tr 21	Tr 24	Tr 9-13, 17, 18, 20, 22, 23, 33
Certificate of Wind Lease and Easement *	7/11/2017	2017-01174	x	x	x	x	x	x	x	x	x	x	x	x
Easement for Communication Systems	7/7/1941	Bk N, pg 545	x	x										
Right-of-way agr and easement for pipe line	7/20/1954	Bk 3, pg 483	x	x										
Gate Valve Permit	6/16/1960	Bk 12, pg 169	x	x										
Right-of-way agr for ingress and egress	12/17/1974	Bk 33, pg 401	x	x										
Easement for electrical lines	9/24/2008	2008-01474	x	x										
Easement for ingress and egress	12/21/1988	Bk 72, pg 289			x									
Right-of-way and easement for Comm Sys	11/8/1982	Bk 51, pg 299				x								
Right-of-way Permit for telephone lines	1/12/1951	Bk T, pg 28					x							
Easement for telephone lines	11/16/1982	Bk 51, pg 305					x							
Telecomm Line Right-of-way Easement	7/26/2000	Bk 76, pg 46						x	x					
Right-of-way Agr Wyoming-Neb Pipe Line Co	9/22/1954	Bk 4, pg 51						x						
Right-of-way Agreement for pipe line	7/13/1954	Bk 3, pg 465								x				
Easement for telecommunications line	7/26/2000	Bk 76, pg 47								x				
Easement Agreement for ingress and egress	7/11/1997	Bk 73, pg 397									x	x		
Right of Way Easement elec transmission lines	4/27/1979	Bk 43, pg 106										x		
Right of Way Easement for pipeline	10/2/1979	Bk 44, pg 202										x		
Right of Way Easement for pipeline	7/22/1980	Bk 45, pg 357										x		
Easement Agr Tri-State Gen & Transmission	8/16/1978	Bk 41, pg 175										x		
Right-of-way Easement Neb Public Pwr Dist	2/16/1979	Bk 42, pg 327										x		
Right-of-way Easement Neb Public Pwr Dist	2/17/1979	Bk 42, pg328										x		
Right-of-way Easement Neb Public Pwr Dist	2/18/1979	Bk 42, pg 329										x		
Easement Agr Tri-State Gen & Transmission	3/27/1979	Bk 43, pg 32										x		
Right-of-way Easement Neb Public Pwr Dist	4/9/1980	Bk 45, pg 174										x		
Easement for electrical lines	10/11/1965	Bk 22, pg 527											x	

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

NEBRASKA DOCUMENTARY
#23 STAMP TAX
7-11-17
\$164.00 By CMC

STATE OF NEBRASKA } ss
County of Keith
Filed in this office of County Clerk
the 11 day of July
2017 at 4:11 P M
and recorded as instrument No.
2017-01174
Sandra Olson
(4) County Clerk
CMC

---- 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

2017-01174

Certificate of Wind Lease & Easement

Florida)
) ss.
Miami-Dade County)

1. I, Lola Thomas, President of Thomas Land Company, do swear under oath, that on December 2, 2016, a Wind Lease and Easement Agreement was executed by and between Thomas Land Company, a Nebraska corporation, and 3LW Holdings, LLC, a Delaware limited liability company for all parcels of real estate owned by Thomas Land Company and described below. I Lola Thomas, as an individual, do further swear that a Wind Lease and Easement Agreement was executed by and between me, as a single person, and 3LW Holdings, LLC, a Delaware limited liability company, for all parcels of real estate described below owned by me individually.

2. The Lease Agreement is for a term of five years, and may be renewed. The Lease authorizes the assignment of ownership interests of either or both the Lessors and Lessee.

3. The real estate affected by the Lease is described in below to this Certificate. Notice is hereby respectfully given that this Lease has been executed and encumbers the real estate.

Keith County

TR in NW1/4 19-14-39
NW1/4 19-14-39
All Ex TRS 19-14-39

Keith County

NE1/4 21-14-40
SW1/4 17-15-40
All 18-15-40
All 19-15-40
E1/2 W1/2 20-15-40
W1/2 W1/2 20-15-40
All 29-15-40
All Ex N1/2 NE1/4 30-15-40
N1/2 NE1/4 30-15-40
All 32-15-40
N1/2 1-14-40 all ext condem track
S1/2 1-14-40 all ext condem track

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

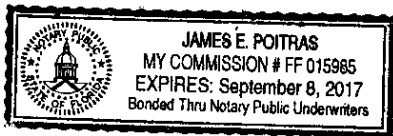
Perkins County

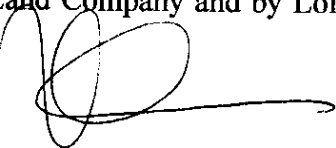
SE1/4 29-12-39 Pivot 5
SW1/4 28-12-39 Pivot 6
SE1/4 28-12-39 Pivot 7
NE1/4 5-11-39 Pivot 8
NW1/4 5-11-39 Pivot 9


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

FROM: } STATE OF NEBRASKA)
 Zelma D. Derry, et al } COUNTY OF KEITH ;SS
 TO: } July, A.D. 1941, at 9:00 o'clock A.M., and recorded in Book "N" of
 Am. Tele. & Telg. Co. } Miscellaneous Record at page 545.
 ----- E. A. SUDMAN, County Clerk -----

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA Five and no/100- - - - DOLLARS, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Sections 29, 30, Township 14N, R38W, County of Keith, and State of Nebraska, more particularly described as the W $\frac{1}{2}$ of Section 29 and the E $\frac{1}{2}$ of Section 30 together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and three feet northerly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for themselves their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 18 day of June, 1941, at Ogallala, Nebr.

WITNESS:
 John R. Whitmore
 Zelma D. Derry
 Milton C. Murphy
 Robert H. Beatty
 Murl M. Maupin
 As Testamentary Trustees of the Estate of Hester Welpton, Deceased.

STATE OF NEBRASKA)
 KEITH COUNTY) ; SS
 On this 18 day of June, 1941, before me, the undersigned M. D. Keller a Notary Public, duly commissioned and qualified for and residing in said County, personally came Zelma D. Derry, Testamentary Trustee of the Estate of Hester Welpton, deceased, to me known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged the same to be her voluntary act and deed as Trustee aforementioned.

Witness my hand and Seal the day and year last above written.

My commission expires: Dec. 5, 1941. M. D. Keller, Notary Public.

(SEAL)

STATE OF NEBRASKA)
 Lincoln County)
 On this 18th day of June, 1941, before me the undersigned W. D. Deakins, Jr., a Notary Public, duly commissioned and qualified for and residing in said County personally came Robert H. Beatty, Murl M. Maupin and Milton C. Murphy, Testamentary Trustees of the Trust Estate of Hester Welpton, deceased, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed as such Trustees.

Witness my hand and Seal the day and year last above written.

W. D. Deakins, Jr., Notary Public

My commission expires July 15, 1943. (SEAL)

RIGHT-OF-WAY AGREEMENT

9/1/16

THE STATE OF NEBRASKA)
COUNTY OF KEITH) SS.

Thomas J. Dutch and Bess Welpton Dutch
his wife. J. J. Dutch Trustee for
Estate of Hester Welpton

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Betty Jane Dutch Barnett and Olga H. Barnett her husband
Hester Mary Dutch Halsted and Charles M. Halsted her husband

(hereinafter called GRANTOR) for and in consideration of One Dollar in hand paid, receipt of which is hereby acknowledged, and the further consideration of fifty cents (.50) per linear rod to be paid before the first pipe line is laid, does hereby grant, bargain, sell and convey unto WYOMING-NEBRASKA PIPE LINE COMPANY, a Delaware Corporation, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace pipe lines and appurtenances (including without limitation Cathodic Protection equipment) thereto for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through pipe lines with the right of ingress and egress to and from the premises, under, upon, over and through the following described property situated in the County of Keith State of Nebraska with the right of ingress and egress to and from the premises:

West Half of Section Twenty-nine (29), Township Fourteen (14) North, Range Thirty-eight (38) West of the 6th P.M.
East Half of Section Thirty (30), Township Fourteen (14) North, Range Thirty-eight (38) West of the 6th P.M.

Grantee shall have the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at any time or from time to time under, upon, over or through said hereinabove described property one or more additional lines of pipe and appurtenances thereto; provided, however, that for each additional line laid after the first line is laid hereunder, Grantee shall pay Grantor, his heirs or assigns, fifty cents per lineal rod of additional pipe line so laid.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way and easement herein granted and conveyed, or any part thereof, or interest therein.

The said Grantor is to fully use and enjoy said premises except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct or permit to be constructed any house, structures or obstructions on or over or that will interfere with the construction, maintenance or operation of any pipe line or appurtenances constructed hereunder and will not change the grade of such pipe line.

Grantee hereby agrees to bury the pipe lines to a sufficient depth so as not to interfere with cultivation of the soil and agrees to pay for any damage to growing crops and fences which may arise from the construction, maintenance and operation of said lines. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by said Grantor, one to be appointed by the Grantee, its successors or assigns, and the third to be chosen by the two persons appointed as aforesaid. The written award of such three persons shall be final and conclusive.

It is understood and agreed that the sum of fifty cents per rod as damages in full will be paid to the Grantors herein by the Grantee herein before the said pipe line is laid and the Grantors herein hereby agree that the said sum will be accepted by said Grantors as full and complete settlement for any and all damages (real or alleged) occasioned by the construction of said pipe line on and across the above described land.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 20th day of May 1954.

Thomas J. Dutch
Bess Welpton Dutch
J. J. Dutch Trustee
for Estate of Hester Welpton
Betty Jane Dutch Barnett
Olga H. Barnett
Hester Mary Dutch Halsted
Charles M. Halsted

WITNESSES:

J. H. Beew
A. Whitney
J. J. Dutch



THE STATE OF NEBRASKA)
) SS.
COUNTY OF KEITH)

On this 27th day of May 1954 before me, a notary public in and for said county personally came the above named ^{PTON} Bess W. Dutch, ^{MAS} Betty Jane Dutch Barnett and ^{AS} Dodd H. Barnett who personally known to me to be the identical persons whose name is affixed to the above instrument as grantors and he acknowledged said instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal, the date last aforesaid.
My commission expires on the 3rd day of May 1957



A.C. Whitely
Notary Public

LINE NO. _____

RIGHT-OF-WAY AGREEMENT

FROM Thomas I. Dutch, et al

TO WYOMING-NEBRASKA PIPE LINE CO.

STATE OF NEBRASKA) ss.
COUNTY OF Keith)

This instrument was filed for record on the 20 day of July 19 54 at 9 o'clock A.M., and duly recorded in Book 3-MISC. page 483 of the records of this office.

By: *Edman*
County Clerk

NUMBER _____

INDIVIDUAL ACKNOWLEDGMENT FOR USE IN NEBRASKA

THE STATE OF NEBRASKA)
) SS.
COUNTY OF Kimball)

On this 1st day of MAY 1954 before me, a notary public in and for said county personally came the above named ~~Hester Mary Dutch Halsted~~ Charles M. Halsted who personally known to me to be the identical person whose name is affixed to the above instrument as grantor and he acknowledged said instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal, the date last aforesaid.
My commission expires on the 1st day of XIX FEBRUARY 19 55

J. Peterson
Notary Public

THE STATE OF NEBRASKA)
) SS.
COUNTY OF KEITH)

On this 22nd day of May 1954 before me, a notary public in and for said county personally came the above named ~~T. I. Dutch for Estate of Hester Welpton~~ who is personally known to me to be the identical person whose name is affixed to the above instrument as grantor and he acknowledged said instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal, the date last aforesaid.
My commission expires on the 3rd day of May 1957



A.C. Whitely
Notary Public

GATE VALVE PERMIT

For and in consideration of the sum of Fifty + 70/100 Dollars, in hand paid, receipt of which is hereby acknowledged,

THOMAS I DUTCH AND BESS WELPTON DUTCH, HIS WIFE; T. I. DUTCH, TRUSTEE FOR ESTATE OF HESTER WELPTON; BETTY JANE DUTCH BARNETT AND DODD H. BARNETT, HER HUSBAND, HESTER MARY DUTCH HALSTED AND CHARLES M. HALSTED, HER HUSBAND, hereby grant to the WYOMING-NEBRASKA PIPE LINE COMPANY, a Delaware corporation, its successors and assigns, the right to install, operate, maintain, remove and replace a gate valve in connection with the operation of its pipe line on the following described property situated in the County of Keith, State of Nebraska with the right of ingress and egress to and from the premises:

West Half of Section Twenty-nine (29), Township Fourteen (14) North, Range Thirty-eight (38) West of the 6th P.M. East Half of Section Thirty (30), Township Fourteen (14) North, Range Thirty-eight (38) West of the 6th P.M. Right of Way agreement dated May 20, 1954 and recorded in Book 3-Misc. at page 483, records of Keith County, Nebraska.

Any damage to land or crops which may be caused by the repair and maintenance of gate valve to be paid for at time such damages occur.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 7th day of June, 1954.

WITNESSES:

ATTEST:

H. E. Armitage, Assistant Secretary

WYOMING-NEBRASKA PIPE LINE COMPANY

BY M. H. Robineau
M. H. Robineau - President
Thomas I. Dutch
Thomas I. Dutch
Bess Welpton Dutch
Bess Welpton Dutch
T. I. Dutch
T. I. Dutch, Trustee for Estate of Hester Welpton
Betty Jane Dutch Barnett
Betty Jane Dutch Barnett
Dodd H. Barnett
Dodd H. Barnett
Hester Mary Dutch Halsted
Hester Mary Dutch Halsted
Charles M. Halsted
Charles M. Halsted



STATE OF COLORADO }
CITY AND COUNTY OF DENVER } ss.

On this 7th day of June, 1960, before me, a Notary Public, in and for said County, personally came the above named M. H. Robineau, President of the Wyoming-Nebraska Pipe Line Company, who is personally known to me to be the identical person whose name is affixed to the above instrument as President of said corporation and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.



WITNESS my hand and notarial seal, the date last aforesaid.

My commission expires on the 22nd day of September, 1963.

Sue Hamflock
Notary Public

Return:
The Frontier Refining Company
Legal Dept.
4040 East Louisiana Avenue
Denver 22, Colorado

STATE OF NEBRASKA
KEITH COUNTY

Entered on Numerical Index and Filed for Record
This 16 day of June A. D., 1929
at 8:00 o'clock A.M. and recorded in
Book 12 of misc. on page 169

Sydney L. Ladd
County Clerk
By M. M. [Signature]
Deputy



RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of Six Hundred Eighty and No/100 Dollars (\$680.00), in hand paid, receipt whereof is hereby acknowledged, the undersigned, Ivan Van Steenberg and Hester Mary Dutch Van Steenberg (formerly known as Hester Mary Dutch Halsted), husband and wife, hereinafter referred to as Grantors, do hereby grant, bargain, sell and convey unto Nielsen Enterprises, Inc., a Delaware Corporation, hereinafter referred to as Grantee, a right-of-way and easement 20' in width for ingress and egress over a tract of land in the West part of the Northeast Quarter (NE/4) of Section Thirty (30), Township Fourteen (14) North, Range Thirty-eight (38), West of the 6th P.M., in Keith County, Nebraska, more particularly described as follows:

Commencing at the NW corner of the NE/4 of said Section 30, and going South on the West line of said NE/4, 1,603.2' to a point; thence East at right angles to the centerline of proposed Highway #26 and #61, 100.1' to the point of beginning, said point being on the East R.O.W. line of proposed Highway #26 and #61, said Easement being 20' in width to the East of and adjoining the East R.O.W. line of proposed Highway #26 and #61, and extending South on the East R.O.W. line of proposed Highway #26 and #61, 102', ending at that point,

which said right-of-way and easement is more particularly defined upon a certain plat and description contained thereon, dated October 30, 1974, by Virgil S. Cook, Registered Land Surveyor, LS-40, a true and correct copy of which is appended hereto, marked Exhibit "A" and by this reference incorporated herein.

Grantee shall have the right to operate and move its vehicles, machinery and equipment over and across the described premises for the purpose of maintaining, operating, repairing or replacing a certain pipe line control site and all operations assorted therewith, situated in said West part of the NE/4 of said Section 30.

STATE OF NEBRASKA
KEITH COUNTY

Entered on Numerical Index and Filed For Record
This 17 day of Dec A. D., 19 74
at 8:00 o'clock A.M., and recorded in
Book 33 of maps on page 401
W. A. Barnard
County Clerk
By [Signature] Deputy

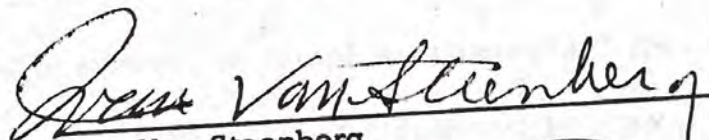
The right-of-way and easement granted herein shall be subservient and subordinate to the right of Grantors, their successors and assigns, to establish and construct or to permit the establishment and construction of a "front road" along and/or adjacent to the East right-of-way line of Highways #26 and #61 situated in the NE/4 of Section 30, Township 14 North, Range 38, West of the 6th P. M., in Keith County, Nebraska; FURTHER, the said right-of-way and easement herein granted shall not in any way interfere with the use of said front road. PROVIDED, FURTHER, that the restriction herein set forth shall be contingent upon the right of Grantee to use said front road for ingress and egress to and from said control site.

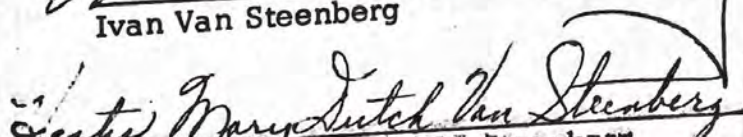
Grantors shall have the right fully to use and enjoy the said premises, except for the purposes herein granted to Grantee. Grantors hereby specifically waive any claims for damages arising from the use of the right-of-way and easement herein granted; PROVIDED, said waiver by Grantors shall not extend to damages sustained to growing crops of any tenant of Grantors farming said premises.

This Right-of-Way Agreement may be assigned by Grantee, its successors and assigns, in whole or in part.

The terms, conditions, restrictions, limitations and provisions hereof shall extend to and be binding upon the heirs, successors, administrators, personal representatives, successors and assigns of Grantors and Grantee.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 20th day of November, 1974.


Ivan Van Steenberg


Hester Mary Dutch Van Steenberg
(formerly Hester Mary Dutch Halsted)

STATE OF NEBRASKA)
) ss.
COUNTY OF KIMBALL. .)

Before me, a notary public qualified for said county, personally came Ivan Van Steenberg and Hester Mary Dutch Van Steenberg (formerly Hester Mary Dutch Halsted), husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on November 20, 1974.



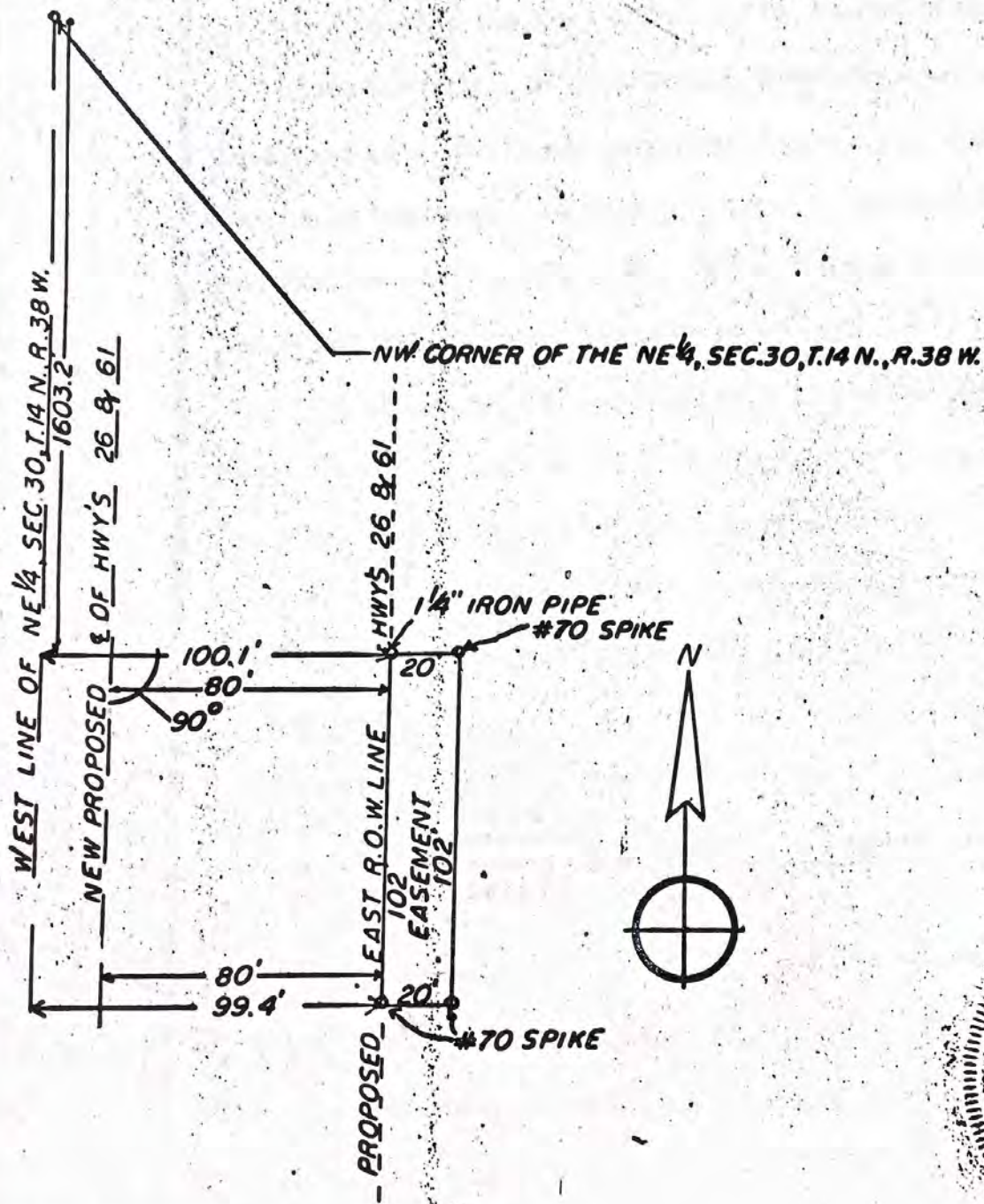
LUCILLE HAGSTROM
GENERAL NOTARY - State of Nebr.
My Commission Expires
AUGUST 18, 1978

Lucille Hagstrom

Notary Public.

EASEMENT

An easement 20' in width for ingress and egress over a tract of land in the West part of the NE $\frac{1}{4}$ of Section 30, T. 14 N., R. 38 W. of the 6th P. M., Keith County, Nebraska, shown below and described as follows: Commencing at the NW corner of the NE $\frac{1}{4}$ of said Section 30, and going South on the West line of said NE $\frac{1}{4}$, 1,603.2' to a point; thence East at right angles to the centerline of proposed Highway #26 & #61, 100.1' to the point of beginning, said point being on the East R.O.W. line of proposed Highway #26 & #61, said Easement being 20' in width to the East of and adjoining the East R.O.W. line of proposed Highway #26 & #61, and extending South on the East R.O.W. line of proposed Highway #26 & #61, 102', ending at that point.



STATE OF NEBRASKA)
 COUNTY OF KEITH) ss.

I, Virgil S. Cook, a registered land surveyor of the State of Nebraska, do hereby certify that I have accurately surveyed the Easement for ingress and egress over a tract of land in the West part of the NE $\frac{1}{4}$ of Section 30, T. 14 N., R. 38 W. of the 6th P. M., Keith County, Nebraska, and that the above plat is a true and correct copy thereof.

Dated this 30th day of October, 1974.

Virgil S. Cook
 Registered Land Surveyor, LS-40

STATE OF NEBRASKA)
County of Keith)
Filed in this office of County Clerk
the 27 day of September
2004 at 10:55 A.M.
and recorded as instrument No.
2008-04174
Sandra Olson CMC
County Clerk

ELECTRICAL UTILITY EASEMENT

W.O.# 28045

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 OVERHEAD AND UNDERGROUND LINE IN THE NORTHWEST QUARTER OF SECTION 29 TOWNSHIP 14 NORTH RANGE 38 WEST IN KEITH COUNTY

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 communication purposes, and all necessary and proper foundations, footings, crossarm, 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 and to cut down and clear away any and all trees and brush now or hereafter located on the above-described strip.

Executed this 16th day of April, 2008.

Michael L. Thomas
(PRINT NAME)

[Signature]
(SIGN NAME)

STATE OF NEBRASKA)
COUNTY OF Perkins) SS

The foregoing instrument was acknowledged before me on April 16, 2008
by Michael Thomas

Debra Hansen
Notary Public

My Commission Expires 12/15/11



CORPORATION WARRANTY DEED

MIKA, INC., A Nebraska Corporation

, Grantor, a corporation organized

and existing under and by virtue of the laws of the State of Nebraska

in consideration of ***EXCHANGE OF REAL ESTATE***

receipt of which is hereby acknowledged, conveys to

CIMOR, INC., A Nebraska Corporation,

, Grantee,

the following described real estate (as defined in Neb. Rev. Stat. § 76-201) in

Keith

County, Nebraska:

The Northwest Quarter of Section 11, Township 14 North, Range 40 West of the 6th P.M.; and

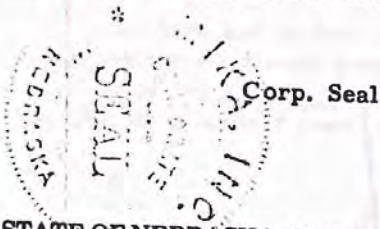
A 2.18 acre tract located in Section 10, Township 14 North, Range 40 West of the 6th P.M. as more fully set forth on the survey attached hereto as Exhibit "A".

NEBRASKA DOCUMENTARY STAMP TAX 12-21-88 \$ 48.00 BY <i>KA</i>
--

Grantor covenants with the Grantee that Grantor:

- (1) is lawfully seised of such real estate and that it is free from encumbrances subject to easements, reservations, covenants and restrictions of record
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons.

Executed: December 20, 19 88



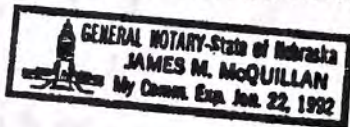
MIKA, INC., A Nebraska Corporation
Grantor

by *Michael D. Welsh*
Michael D. Welsh
Title President

STATE OF NEBRASKA, County of KEITH

The foregoing instrument was acknowledged before me December 20, 19 88

by Michael D. Welsh, President of MIKA, INC.
(Name and Office) (Name of Corporation)
a Nebraska corporation, on behalf of the corporation.

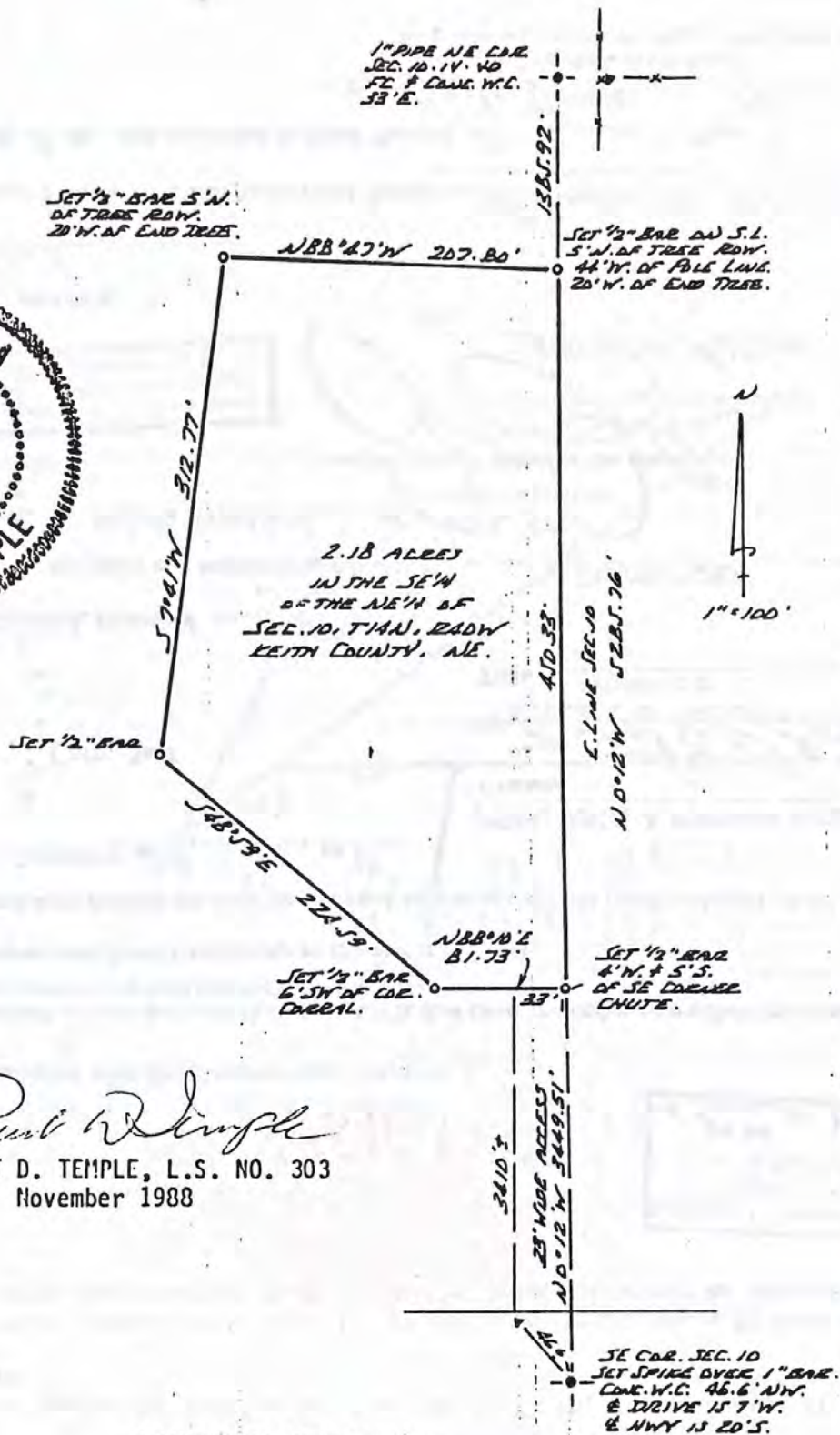


James M. McQuillan
Signature of Person Taking Acknowledgement
NOTARY PUBLIC
Title

STATE OF NEBRASKA
County of Keith

Filed for record and entered in Numerical Index on December 21, 1988
at 11:55 o'clock A.M., and recorded in Deed Record 72, Page 289

By: *Lesta Wood*
County or Deputy County Clerk
Register of Deeds or Deputy Register of Deeds



Robert D. Temple
 ROBERT D. TEMPLE, L.S. NO. 303
 November 1988

SURVEYOR'S CERTIFICATE

I, Robert D. Temple, surveyor, certify that I have made the survey, accurately delineated hereon, of a parcel of land located in the Southeast Quarter of the Northeast Quarter of Section 10, Township 14 North, Range 40 West of the 6th PM in Keith County, Nebraska, described as follows:

beginning at a point on the East line of Section 10 at a distance N 0°12' W 3449.51 feet from the Southeast corner thereof; thence, along said East line, N 0°12' W 450.33 feet; thence N 88°47' W 207.80 feet; thence S 7°41' W 312.77 feet; thence S 48°59' E 224.59 feet; thence N 88°10' E 81.73 feet to the point of beginning, containing 2.18 acres of land,

together with an easement for access over a strip of land, 30 feet wide, the East line of which begins at the intersection of the East line of Section 10 with the North line of the Highway 26 right-of-way; thence, running along said East line, N 0°12' W 3410 feet, more or less to the Southeast corner of the above described parcel.

EXHIBIT "A"

NORTHWESTERN BELL TELEPHONE COMPANY
- EASEMENT -

(BURIED, AERIAL AND UNDERGROUND FACILITIES)

The undersigned owner(s) of an interest in the real estate described below (Hereinafter called "Owner") hereby grant(s) and convey(s) to NORTHWESTERN BELL TELEPHONE COMPANY, an Iowa Corporation, its associated and allied companies, its and their respective successors, assigns, lessees and agents (Hereinafter called "Company"), in consideration of the sum of Two Hundred and no/100 Dollars (\$200.00) received from the Company and of the agreements stated below, a right-of-way and easement to construct, operate, maintain, replace, and remove such communications systems as the Company may from time to time require. Said communications systems shall consist of poles, aerial cable, buried cable or conduit, manholes, surface terminals, surface markers (at fence lines, if any) and associated equipment which will be installed, maintained, reinforced, or removed as the Company may deem necessary for the purpose of exercising the rights herein granted upon, under, across, over and through the following described real estate located in the County of Keith, State of Nebraska.
More specifically described as:

A one (1) rod wide strip of land located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ Section 15, T-14-N, R-40-W. The north boundary of said one (1) rod wide strip shall be adjacent and parallel to the south Right-of-Way line of Highway # 26. Beginning at the $\frac{1}{2}$ Section line of Section 15 and continuing east a distance of 2,607 feet to the east line of Section 15.

STATE OF NEBRASKA
KEITH COUNTY

Entered on Numerical Index and Filed For Record This
8 day of November A.D., 1982
at 20 o'clock A M., and recorded in
Book 31 of Miss on page 299
Kathleen Knapp
County Clerk.
By [Signature]

The Company agrees to install all facilities designed for underground installation at sufficient depth so as to not interfere with Owner's present, normal usage of the land, and to pay for all damage to Owner's property arising from the Company's exercise of the rights herein granted.

Signed this 22nd day of October, 1982.

WITNESS Kathleen Knapp OWNER Michael C. Welsh
President
 Karen R. Welsh
Secretary

ACKNOWLEDGEMENT

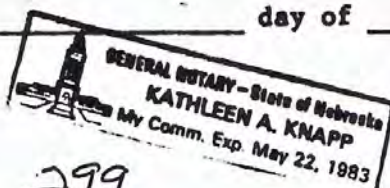
STATE OF NEBRASKA SS
COUNTY OF KEITH

On this the 22nd day of October, 1982, before me, _____, the undersigned officer, personally appeared Michael Welsh, President Mika Inc. and Karen R. Welsh, Secretary known to me or satisfactorily proven to be the person(s) whose name(s) _____ are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathleen A. Knapp
Notary Public

My Commission expires the _____ day of _____, 19____.



MISCELLANEOUS RECORD

38598- THE AUGUSTINE CO. GRAND ISLAND, NEBR.

STATE OF NEBRASKA)
COUNTY OF KEITH)

Entered on Numerical Index and Filed
for Record this 12 day of Jan. A.D. 1951 at 10:00 o'clock A.M.
and recorded in Book "T" of Misc. on page 28.

E. A. SUDMAN, COUNTY CLERK

FROM:
HAROLD FENWICK

TO

COYOTE PASS TELEPHONE COMPANY
a corporation

RIGHT-OF-WAY PERMIT

I, Harold Fenwick in consideration of benefits received and the sum of One Dollar and No/100 Dollars (\$1.00)/ receipt whereof is hereby acknowledged, do hereby grant to the Coyote Pass Telephone Company, a corporation, its successors and assigns, the perpetual right to construct, operate, and maintain its telephone and telegraph lines consisting of poles, wires, cables, fixtures, and anchors together with the power to extend to any other company the right to use, jointly with the grantee, and pole, placed pursuant to the provisions hereof, upon or adjacent to that certain piece of real estate hereinafter described, in the following manner:

Telephone line to be placed across real estate hereinafter described. together with the right to trim any trees along said lines where necessary to secure a clearance of a least four feet for the wires.

The foregoing right is granted upon the express condition that the Telephone Company will assume liability for all damage to the hereinafter described property caused by said Company's failure to use due care in its exercise of the granted right.

The real estate above referred to is specifically described as follows:

Section Eighteen (18) Township Fourteen (14) North Range Thirty-nine (39) west of the 6th P.M. in Keith County, Nebraska.

Witness my hand and seal this 2nd day of January, 1951.

Witnesses:

Madeline Roe

Signed HAROLD FENWICK
Owner

State of Nebraska)
County of Keith)

On this 2nd day of January, 1951, before me a Notary Public in and for said County personally appeared Harold Fenwick _____ his wife, to me known to be the parties mentioned in the above grant and who executed the same, and they did acknowledge that they executed it as their own free act and deed, and as the free act and deed of each of them.

(SEAL)

Comm. expires May 7, 1953

Madeline Roe, Notary Public

NORTHWESTERN BELL TELEPHONE COMPANY
- EASEMENT -

(BURIED, AERIAL AND UNDERGROUND FACILITIES)

The undersigned owner(s) of an interest in the real estate described below (Hereinafter called "Owner") hereby grant(s) and convey(s) to NORTHWESTERN BELL TELEPHONE COMPANY, an Iowa Corporation, its associated and allied companies, its and their respective successors, assigns, lessees and agents (Hereinafter called "Company"), in consideration of the sum of Four Hundred Dollars (\$ 400.00) received from the Company and of the agreements stated below, a right-of-way and easement to construct, operate, maintain, replace, and remove such communications systems as the Company may from time to time require. Said communications systems shall consist of poles, aerial cable, buried cable or conduit, manholes, surface terminals, surface markers (at fence lines, if any) and associated equipment which will be installed, maintained, reinforced, or removed as the Company may deem necessary for the purpose of exercising the rights herein granted upon, under, across, over and through the following described real estate located in the County of Keith, State of Nebraska.

More specifically described as:

A one (1) rod wide strip of land located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18, T-14-N, R-39-W. The north boundary of said one (1) rod wide strip shall be adjacent and parallel to the south Right-of-Way line of Highway #26. Beginning at the west line of section 18 and continuing east a distance of 5,280 feet to the east line of Section 18.

STATE OF NEBRASKA
KEITH COUNTY

Entered on Numerical Index and Filed For Record This
Day of Nov AD. 1982
at 8 o'clock A M., and recorded in
Book 51 of Dist on page 305
Debra Wood
County Clerk
By [Signature] Deputy

The Company agrees to install all facilities designed for underground installation at sufficient depth so as to not interfere with Owner's present, normal usage of the land, and to pay for all damage to Owner's property arising from the Company's exercise of the rights herein granted.

Signed this _____ day of _____, 19____.

WITNESS _____ OWNER Harold A. Fenwick
Mary E. Fenwick

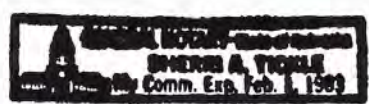
ACKNOWLEDGEMENT

STATE OF Nebraska SS
COUNTY OF Keith

On this the 16th day of August, 1982,
before me, Sherri A. Tickle, the undersigned officer,
personally appeared Harold and Mary E. Fenwick

known to me or satisfactorily proven to be the person(s) whose name(s) are
subscribed to the within instrument and
acknowledged that they executed the same for the purpose
therein contained

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
Notary Public

My Commission expires the 1st day of February, 1982.

STATE OF NEBRASKA
 County of Keith 100
 Filed in this office of County Clerk
 the 26 day of July
 2000 at 9:15 A.M.
 and recorded in Book 76
 Page 46
 Donna M. Murrill, Esq.
 County Clerk

KE-9

TELECOMMUNICATION LINE RIGHT-OF-WAY EASEMENT

Paul L. Schwasinger and Evelyn J. Schwasinger, Husband and Wife

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for a good and valuable consideration, the receipt where of is hereby acknowledged do hereby grant unto the **ARAPAHOE TELEPHONE COMPANY**, a Corporation doing business as ATC Communications, whose post office is Arapahoe, Nebraska, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Keith, and State of Nebraska and more particularly described as follows:

A buried cable occupying a 16.5 foot wide parcel in the W 1/2, Section 22, Township 14 North, Range 40 West of the 6th P.M.

Said 16.5 foot wide parcel is located along the west side of said property with the cable being placed no further than 10 feet east of the east right-of-way line of the county road.

and to construct, reconstruct, operate and maintain on or under the above-described lands and/or in, upon or under all streets, roads, or highways abutting said lands, a telecommunications line or system, and to license, permit or otherwise agree to the joint use or occupancy of said line or system by any other person, firm, or corporation for communications purposes. There will be no above ground appurtenances other than possible marker posts in the fence lines or road right-of-way lines.

If necessary, said parcel may deviate to go around buildings, structures, trees and inaccessible waste areas. The boundary of said parcel shall be lines parallel to and 8.25 feet either side of said cable or cables or other facilities as may from time to time be necessary, together with the right and privilege of constructing, reconstructing, operating, maintaining and placing thereon and removing therefrom facilities including but not limited to underground cable or cables and surface markers (at fence lines, if any) and any equipment and appurtenances thereto, as the Corporation may from time to time require. The Corporation shall have the right to trim, remove, cut down and keep cut down, trees, brush, stumps and roots and other obstacles within said right-of-way.

The undersigned agrees that all wires and other facilities, including all communications equipment, installed on or under the above-described premises at the Company's expense shall remain the property of the Company removable at the option of the Company.

The undersigned covenants that he is the owner of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those of record.

Grantor shall not be liable for any damage to cable installed by Company in said easement, caused by any third persons or for damage by Grantor to cable done in the course of normal farming operations provided however, Grantor agrees to notify Company before doing any trenching, excavation or other dirt work in said easement, other than normal farming operations such as plowing, seeding, cultivation, and harvesting of crops.

The Company agrees to pay for crop damages caused by the installation or the future maintenance of all wires and other communications facilities. The Company agrees to repair fences damaged during construction or maintenance to a condition as good or better than existing condition.

WITNESS the hands of the undersigned, who covenant that they are the lawful owners of the real estate involved herein, this 29th day of March, 2000

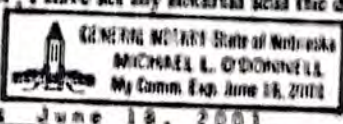
Evelyn J. Schwasinger
 Evelyn J. Schwasinger

Paul L. Schwasinger
 Paul L. Schwasinger

ACKNOWLEDGMENT

STATE OF Nebraska COUNTY, Keith SS:
 THE FOREGOING INSTRUMENT was acknowledged before me on this 29th day of March, 2000
 by Paul L. Schwasinger and Evelyn J. Schwasinger, husband and wife

IN WITNESS WHEREOF, I have set my notarial seal the day and year last above written.



My Appointment Expires June 18, 2001

Michael L. O'Donnell
 NOTARY PUBLIC

8914

RIGHT-OF-WAY AGREEMENT

THE STATE OF NEBRASKA)
COUNTY OF KEITH) ss.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned A. R. JOHNSON, Guardian of the Estate of Anna Meyer, an incompetent

(hereinafter called GRANTOR) for and in consideration of One Dollar in hand paid, receipt of which is hereby acknowledged, and the further consideration of fifty cents (.50) per linear rod to be paid before the first pipe line is laid, does hereby grant, bargain, sell and convey unto WYOMING-NEBRASKA PIPE LINE COMPANY, a Delaware Corporation, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace pipe lines and appurtenances (including without limitation Cathodic Protection equipment) thereto for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through pipe lines with the right of ingress and egress to and from the premises, under, upon, over and through the following described property situated in the County of KEITH State of Nebraska with the right of ingress and egress to and from the premises:

All of Section Twenty-Seven (27), Township Fourteen (14) North, Range Forty (40) West of the 6th P.M.

Line shall be located in the area now staked and surveyed across above described land.

Grantee shall have the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at any time or from time to time under, upon, over or through said hereinabove described property one or ~~more~~ ^{additional} pipe lines of pipe and appurtenances thereto; provided, however, that ~~if one or more additional lines are laid after the first line is laid hereunder, the Grantee shall pay to the Grantor his share of the cost of such additional lines.~~

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way and easement herein granted and conveyed, or any part thereof, or interest therein.

The said Grantor is to fully use and enjoy said premises except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct or permit to be constructed any house, structures or obstructions on or over or that will interfere with the construction, maintenance or operation of any pipe line or appurtenances constructed hereunder and will not change the grade of such pipe line.

Grantee hereby agrees to bury the pipe lines to a sufficient depth so as not to interfere with cultivation of the soil and agrees to pay for any damage to growing crops and fences which may arise from the construction, maintenance and operation of said lines. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by said Grantor, one to be appointed by the Grantee, its successors or assigns, and the third to be chosen by the two persons appointed as aforesaid. The written award of such three persons shall be final and conclusive.

summer tilling, pasture and/or other improvements

ARJ

RIDER TO RIGHT OF WAY AGREEMENT

It is understood and agreed that this right of way agreement gives to the grantee the right to lay one six-inch pipe line as of this date; further that it gives to the grantee the right to lay an additional pipe line or pipe lines at such time as the grantee deems it necessary; that in the event grantee lays an additional pipe line or pipe lines; then the provisions of this agreement will apply as fully and completely as though a new agreement incorporating all of the provisions herein were entered into.

It is further understood and agreed that no structures will be erected, or placed or maintained, on the surface of the right of way by the grantee.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof, except the rider hereto which is by this reference made a part hereof.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 19th day of July, 1904

WITNESSES:



A.R. Johnson
Guardian of the Estate of Anna Meyer,
an incompetent.

THE STATE OF NEBRASKA)
COUNTY OF Keith) SS.

THEM ERDA YAW TO THOU

On this 19 day of July 19 54 before me, a notary public in and for said county personally came the above named A. R. Johnson, guardian, of the Estate of Anna Meyer, an incompetent, who is personally known to me to be the identical person whose name is affixed to the above instrument as grantor and he acknowledged said instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal, the date last aforesaid.

My commission expires on the 7 day of June 19 58

Leo M. Druwe Paloucek
Notary Public



LINE NO. _____
RIGHT-OF-WAY AGREEMENT

FROM
A. R. Johnson, Guardian of the Estate of Anna Meyer, an Incompetent.

TO
WYOMING-NEBRASKA PIPE LINE CO.

STATE OF NEBRASKA)
COUNTY OF Keith) SS.

This instrument was filed for record on the 22 day of Sept. 19 54, at 9 o'clock A. M., and duly recorded in Book 4-M180, page 51 of the records of this office.

[Signature]
County Clerk

By: _____
Deputy Clerk

NUMBER _____

CORPORATE ACKNOWLEDGMENT FOR NEBRASKA AND WYOMING

WYOMING)
STATE OF NEBRASKA)
COUNTY OF _____) SS.

On this _____ day of _____ 19 _____ before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ (Name of Corporation)

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and who acknowledged said instrument to be the free act and deed of said corporation.

My commission expires on the _____ day of _____ A. D. 19 _____

Given under my hand and notarial seal this _____ day of _____ A. D. 19 _____

Notary Public.

2022

J. H. M.

RIGHT-OF-WAY AGREEMENT

THE STATE OF NEBRASKA)
COUNTY OF KEITH) SS.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned George McNeff and Vera H. McNeff, husband and wife

(hereinafter called GRANTOR) for and in consideration of One Dollar in hand paid, receipt of which is hereby acknowledged, and the further consideration of fifty cents (.50) per linear rod to be paid before the first pipe line is laid, does hereby grant, bargain, sell and convey unto WYOMING-NEBRASKA PIPE LINE COMPANY, a Delaware Corporation, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace pipe lines and appurtenances (including without limitation Cathodic Protection equipment) thereto for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through pipe lines with the right of ingress and egress to and from the premises, under, upon, over and through the following described property situated in the County of Keith State of Nebraska with the right of ingress and egress to and from the premises:-

The North-east (NE $\frac{1}{4}$) Quarter of Section Twenty-eight (28), Township Fourteen (14) North, Range Forty (40) West of the 6th P.M.

See also 8/00 p

Grantee shall have the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at any time or from time to time under, upon, over or through said hereinabove described property one or more additional lines of pipe and appurtenances thereto; provided, however, that for each additional line laid after the first line is laid hereunder, Grantee shall pay Grantor, his heirs or assigns, fifty cents per lineal rod of additional pipe line so laid.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way and easement herein granted and conveyed, or any part thereof, or interest therein.

The said Grantor is to fully use and enjoy said premises except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct or permit to be constructed any house, structures or obstructions on or over or that will interfere with the construction, maintenance or operation of any pipe line or appurtenances constructed hereunder and will not change the grade of such pipe line.

Grantee hereby agrees to bury the pipe lines to a sufficient depth so as not to interfere with cultivation of the soil and agrees to pay for any damage to growing crops and fences which may arise from the construction, maintenance and operation of said lines. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by said Grantor, one to be appointed by the Grantee, its successors or assigns, and the third to be chosen by the two persons appointed as aforesaid. The written award of such three persons shall be final and conclusive.

~~THIS AGREEMENT IS MADE AND ENTERED INTO BY THE PARTIES HERETO AND THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE AS SET FORTH IN THE INSTRUMENT REFERRED TO IN THIS AGREEMENT AND THE PARTIES HERETO SHALL BE BOUND BY THE TERMS AND CONDITIONS OF SAID INSTRUMENT AND THIS AGREEMENT SHALL BE VOID AND OF NO EFFECT UNLESS IT IS EXECUTED AND DELIVERED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SAID INSTRUMENT.~~

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 4th day of June, 1954.

WITNESSES:

J. A. O'Neal
J. A. O'Neal
Stanley J. Sheldon
Stanley J. Sheldon

George M. McNeff
George McNeff
Vera H. McNeff
Vera H. McNeff



THE STATE OF NEBRASKA)
) SS.
COUNTY OF Keith)

On this 4th day of June, 1954, before me, a notary public in and for said county personally came the above named George McNeff and Vera McNeff, who ^{are} personally known to me to be the identical persons whose names ^{are} affixed to the above instrument as grantors and ^{they} acknowledged said instrument to be ^{their} voluntary act and deed.

WITNESS my hand and notarial seal, the date last aforesaid.

My commission expires on the 12th day of August, 1958

M. H. Adams
Notary Public M. H. Adams



LINE NO. _____

RIGHT-OF-WAY AGREEMENT

FROM George McNeff, et ux

TO WYOMING-NEBRASKA PIPE LINE CO.

STATE OF NEBRASKA)
COUNTY OF Keith) SS.

This instrument was filed for record on the 13 day of July 1954 at 9 o'clock A. M., and duly recorded in Book 3-M150, page 465 of the records of this office.

[Signature]
County Clerk

By: _____
Deputy Clerk

NUMBER _____

CORPORATE ACKNOWLEDGMENT FOR NEBRASKA AND WYOMING

WYOMING
STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ (Name of Corporation)

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and who acknowledged said instrument to be the free act and deed of said corporation.

My commission expires on the 12th day of AUGUST A. D. 1958

Given under my hand and notarial seal this _____ day of _____ A. D. 19____

[Signature]
Notary Public.



STATE OF NEBRASKA) as
County of Keith
Filed in this office of County Clerk
the 26 day of July
2000 at 9:15 A M
and recorded in Book 76
Misc Page 47
Donna Newsum Ed
County Clerk

KE-16

TELECOMMUNICATION LINE RIGHT-OF-WAY EASEMENT

Brule FON (18-19)

Thomas Land Company

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for a good and valuable consideration, the receipt where of is hereby acknowledged do hereby grant unto the ARAPAHOE TELEPHONE COMPANY, a Corporation doing business as ATC Communications, whose post office is Arapahoe, Nebraska, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Keith, and State of Nebraska and more particularly described as follows:

A buried cable occupying a 16.5 foot wide parcel in the NE ¼ of Section 28, Township 14 North, Range 40 West of the 6th P.M.

and to construct, reconstruct, operate and maintain on or under the above-described lands and/or in, upon or under all streets, roads, or highways abutting said lands, a telecommunications line or system, and to license, permit or otherwise agree to the joint use or occupancy of said line or system by any other person, firm, or corporation for communications purposes.

If necessary, said parcel may deviate to go around buildings, structures, trees and inaccessible waste areas. The boundary of said parcel shall be lines parallel to and 8.25 feet either side of said cable or cables or other facilities as may from time to time be necessary, together with the right and privilege of constructing, reconstructing, operating, maintaining and placing thereon and removing therefrom facilities including but not limited to underground cable or cables and surface markers (at fence lines, if any) and any equipment and appurtenances thereto, as the Corporation may from time to time require. The Corporation shall have the right to trim, remove, cut down and keep cut down, trees, brush, stumps and roots and other obstacles within said right-of-way.

The undersigned agrees that all wires and other facilities, including all communications equipment, installed on or under the above-described premises at the Company's expense shall remain the property of the Company removable at the option of the Company.

The undersigned covenants that he is the owner of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those of record.

Grantor shall not be liable for any damage to cable installed by Company in said easement, caused by any third persons or for damage by Grantor to cable done in the course of normal farming operations provided however, Grantor agrees to notify Company before doing any trenching, excavation or other dirt work in said easement, other than normal farming operations such as plowing, seeding, cultivation, and harvesting of crops.

The Company agrees to pay for crop damages caused by the installation or the future maintenance of all wires and other communications facilities. The Company agrees to repair fences damaged during construction or maintenance to a condition as good or better than existing condition.

WITNESS the hands of the undersigned, who covenant that they are the lawful owners of the real estate involved herein, this 12th day of June 2000

Thomas Land Company

Thomas Land Company
By: William J. Thomas

ACKNOWLEDGMENT

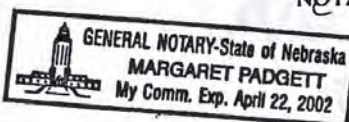
STATE OF Nebraska COUNTY, Keith, SS:

THE FOREGOING INSTRUMENT was acknowledged before me on this 12th day of June, 2000

Thomas Land Company by William J. Thomas

IN WITNESS WHEREOF, I have set my notarial seal the day and year last above written.

My Appointment Expires 4-22-2002



EASEMENT

This Easement Agreement is made on this 27th day of June, 1997, by and between Brad and Suzanne Harris, husband and wife, hereinafter referred to as "HARRIS", and Leon Jehorek, Lois Jehorek, Richard Jehorek and Jennifer Jehorek, hereinafter referred to as "JEHOREK".

WITNESSETH:

WHEREAS, HARRIS has entered into an Agreement for Sale of Real Estate with JEHOREK in which JEHOREK has agreed to purchase the following described real estate:

The Southwest Quarter of Section 35, Township 14 North, Range 40 West of the 6th P.M. in Keith County, Nebraska.

WHEREAS, the real estate which is the subject of the Agreement for Sale of Real Estate, is not immediately adjacent to, nor have immediate access to a public road.

WHEREAS, in consideration of one dollar and the execution of the Agreement for Sale of Real Estate, referenced above, HARRIS desires to grant to JEHOREK and JEHOREK desires to purchase from HARRIS an easement for ingress and egress to the real estate which is the subject of the Agreement for Sale of Real Estate.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties hereinafter contained, and for other good and valuable consideration, including the Agreement for Sale of Real Estate referenced above, HARRIS and JEHOREK agree to the following easement upon the terms and conditions contained herein.

1. HARRIS hereby grants and conveys unto JEHOREK, their heirs and assigns, an easement in, to, upon and over the following described land located upon the Northwest Quarter of Section 35, Township 14 North, Range 40 West of the 6th P.M. in Keith County, Nebraska:

The Twenty-Five Feet immediately adjacent to and lying to the West of the fence located upon the above-described property which generally runs from the Northwest corner to the Southeast corner of said property, as shown on Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth.

2. Said Easement is given for the sole purpose of ingress and egress to the Southwest Quarter of Section 35, Township 14 North, Range 40 West of the 6th P.M. in Keith County, Nebraska, and it is agreed and understood that it is not to be construed as an easement given to the exclusion of HARRIS, his heirs and assigns, or to the others later granted a similar right.

3. JEHOREK, their heirs or assigns, covenant with HARRIS, their heirs and assigns, to at all times maintain and make necessary repairs at their own expense, should the easement require the same for its proper upkeep and maintenance.

4. JEHOREK, their heirs or assigns, covenant with HARRIS, their heirs and assigns, to make any repairs to the fence with are caused by JEHOREK use of this easement which repairs shall be made within forty-eight hours of a written notice given by HARRIS to JEHOREK which shall be sent by certified mail to JEHOREKS last known address. That in the event JEHOREK fails to make the necessary repairs, HARRIS is hereby authorized to make said necessary repairs and shall be entitled to be reimbursed for the reasonable cost of said repairs from JEHOREK.

5. That said right-of-way easement shall be perpetual.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

Brad Harris
Suzanne Harris
Jennifer Jehorek
Leon Jehorek
Lois Jehorek
Richard Jehorek

STATE OF NEBRASKA) ss
County of Keith
Filed in this office of County Clerk
the 11th day of July
19 97 at 3:50 P M
and recorded in Book 73
Misc Page 397
Donna Neumann
County Clerk

State of Nebraska)
County of Keith) ss.

The foregoing instrument was acknowledged before me this 16th day of June, 1997, by Brad Harris.

GENERAL NOTARY-State of Nebraska
EDWARD D. STEENBURG
My Comm. Exp. Oct. 13, 1997

[Signature]
Notary Public

State of Nebraska)
County of Keith) ss.

The foregoing instrument was acknowledged before me this 13th day of June, 1997, by Suzanne Harris.

GENERAL NOTARY-State of Nebraska
EDWARD D. STEENBURG
My Comm. Exp. Oct. 13, 1997

[Signature]
Notary Public

State of Nebraska)
County of Keith) ss.

The foregoing instrument was acknowledged before me this 27th day of June, 1997, by Leon Jehorek and Lois Jehorek.

GENERAL NOTARY-State of Nebraska
EDWARD D. STEENBURG
My Comm. Exp. Oct. 13, 1997

[Signature]
Notary Public

State of Nebraska)
County of Keith) ss.

The foregoing instrument was acknowledged before me this 27th day of June, 1997, by Richard Jehorek and Jennifer Jehorek.

GENERAL NOTARY-State of Nebraska
EDWARD D. STEENBURG
My Comm. Exp. Oct. 13, 1997

[Signature]
Notary Public

4er-hjease

RIGHT-OF-WAY EASEMENT

K20R-351

KNOW ALL MEN BY THESE PRESENTS:

That Jesse H. Harris & Rex H. Harris (a partnership) and Brule, NE 69127 (If Grantor is not married, add words "an unmarried person")

of Keith County, Nebraska, in consideration of \$ 100 receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 2015.00

do hereby grant and convey unto Nebraska Public Power District (hereinafter called District), its lessees, successors and assigns, the permanent right, privilege, and easement of right of way to enter upon and to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines, including all necessary poles, wires, guys and other equipment used in connection therewith, upon, over and across a strip of land 310 feet in width, being 155 feet on each side of the centerline of said right of way, across property situated in Keith County, Nebraska, said property being more particularly described as follows:

The North Half of the Northeast Quarter (N 1/2 NE 1/4) of Section One (1), Township Thirteen (13) North, Range Forty (40) West of the 6th P.M.

This easement voids and supersedes the easement recorded in Miscellaneous Book 42, Page 332.

The approximate centerline of said right of way is described as follows (as scaled from aerial photographs), and said centerline shall be finally established by the actual location of the electric transmission line as originally constructed on said premises:

Entering the property on the west line approximately 1178 feet south of the northwest corner of the N 1/2 of the NE 1/4 of said Section 1; thence northeasterly leaving the property on the north line approximately 1305 feet west of the northeast corner of the N 1/2 of the NE 1/4 of said Section 1; the sidelines of said strip of land to be lengthened or shortened to begin on the west line and to terminate on the north line of the N 1/2 of the NE 1/4 of said Section 1.

The District shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with its survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric transmission lines.

The District shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith, including but not limited to removal of any and all trees and brush within the easement area and topping or removing any other trees which in falling would come within fifteen (15) feet of the nearest electric line conductor. All refuse from such tree cutting or trimming shall be burned or removed by the District, and the District shall have the right to control by chemicals all weeds, trees, and brush along the described right of way if said right of way is not being utilized for cultivated crops.

The District agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The District agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the District in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The District agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to the original construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the District's electric transmission lines. It is further agreed that the Grantor will be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area after obtaining express written permission from the District for such placements.

The District agrees that should said right of way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not replaced by another transmission line, for a period of five years, the right of way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The undersigned agrees and represents that he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 31st day of March, A.D. 19 79. Witnesses: Samuel A. Goertz, Jesse H. Harris, Rex H. Harris. Social Security Numbers: 506-14-2109, 508-36-6768.

STATE OF NEBRASKA, COUNTY OF Keith ss. On this 31st day of March, 19 79, before me the undersigned, a Notary Public in and for said County and State, personally appeared Jesse H. Harris and Rex H. Harris

A GENERAL NOTARY - State of Nebraska SAMUEL F. GOERTZ

personally known to be the identical persons, who signed the foregoing instrument as Grantor, and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed. WITNESS my hand and notarial seal the date above written.

My Commission expires on the 23rd day of May, 19 82. Notary Public Samuel A. Goertz.

STATE OF NEBRASKA, }
COUNTY OF } ss.

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) who signed the foregoing instrument as Grantor and who
acknowledged the execution thereof to be..... voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

.....
Notary Public

My Commission expires on the..... day of....., 19.....

STATE OF NEBRASKA, }
COUNTY OF } ss.

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) who signed the foregoing instrument as Grantor and who
acknowledged the execution thereof to be..... voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

.....
Notary Public

My Commission expires on the..... day of....., 19.....

STATE OF NEBRASKA, }
COUNTY OF } ss.

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) who signed the foregoing instrument as Grantor and who
acknowledged the execution thereof to be..... voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

.....
Notary Public

My Commission expires on the..... day of....., 19.....

(FOR REGISTER OF DEEDS STAMP)

STATE OF NEBRASKA
KEITH COUNTY
Entered on Numerical Index and Filed For Record
This 27 day of April A.D., 19 27
at 10:05 clock A.M., and recorded in
Book 43 of Misc on page 106
Betty Wood
County Clerk
By: [Signature]

Entered on Numerical Index and Filed For Record
This 2nd day of October A.D., 1979
at 9:15 o'clock P. M., and recorded in
Book 44 of Miss on page 202
Stata Wood
By [Signature] County Clerk

RIGHT OF WAY AGREEMENT

~~Deputy~~

KNOW ALL MEN BY THESE PRESENTS:

PAR. 1. The undersigned, REX H. HARRIS and JEAN HARRIS, husband and wife, and JESSE H. HARRIS and BETTY HARRIS, husband and wife, and each and every other person whose name is signed hereto (hereinafter called Grantor, whether one or more, his heirs, executors, administrators, agents, successors or assigns), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant to ENERGY TRANSPORTATION SYSTEMS INC., a Delaware Corporation, its successors and assigns (hereinafter called Grantee), a permanent right of way and easement as hereinafter described, one hundred feet (100), in width on which to lay, construct, maintain, operate, alter, repair, remove, change the size of and replace a pipeline (with fittings, tie-overs, valves, communications and control cables and appurtenances, including the right to erect cathodic protection equipment) for the transportation of coal slurry, water or any other substances which can be transported through pipelines on, over, under and through certain lands which the undersigned has an interest, situated in the County of Keith, State of Nebraska. Said lands more particularly described as follows:

Southwest Quarter (SW $\frac{1}{4}$) of Section Six (6), Township Thirteen (13) North, Range Thirty-nine (39); and Southeast Quarter (SE $\frac{1}{4}$) of Section One (1), Township Thirteen (13) North, Range Thirty-nine (39), West of the 6th P.M. in Keith County, Nebraska.

The location of the right of way and easement across the described land shall be as follows unless otherwise expressly agreed to in writing by the Grantor: Entering at the east boundary of said land, the center line of the right of way shall be approximately 2,000 feet north of the quarter section corner of Sections Six (6) and Seven (7); running thence in a westerly direction across the described land to the west boundary of said tract at a point which is approximately 2,000 feet north of the quarter section corner of Sections One (1) and Twelve (12), which last described point shall also constitute the center line of the right of way.

PAR. 2. Unless Grantee, on or before September 1, 1981, commences construction of a pipeline pursuant hereto, or pays to grantor the additional consideration provided for in Paragraph 2 of the Settlement Agreement dated August 23, 1979, between the parties, which Settlement Agreement is incorporated herein by reference thereto, this grant shall terminate.

PAR. 3. This grant shall carry with it the right to inspect (including aerial patrol) said pipeline and other appurtenances, and to mark the location of said right of way and easement by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as Grantor shall make of the lands within the limits of said right of way and easement. Provided however, if right of way and easement is across cultivated lands or areas where farm machinery may be used, markers shall be used only with special consent of Grantor.

PAR. 4. TO HAVE AND TO HOLD the above described rights and easement unto the Grantee, its successors and assigns, together with the right to assign the rights and right of way herein granted, either in whole or in part, subject to the terms of this agreement, provided, however, in the event of any such assignment, the Grantee shall remain primarily liable and responsible to the Grantor for the payment of all amounts, including damages and for the performance of all obligations required to be performed hereunder by the Grantee.

PAR. 5. The pipe and other appurtenances installed by Grantee within the right of way shall at all times remain the property of Grantee, except as hereinafter provided. In the event Grantee permanently abandons the pipeline, it may leave the same and its appurtenances in place, or remove it, and shall record a reconveyance and release of this grant. If the pipeline is to be abandoned, the Grantee shall give the Grantor written notice thereof. Failure of the Grantor to commence operations for the removal of the pipeline and its appurtenances within six (6) months from the giving of said written notice shall constitute a waiver by the Grantee of its rights to remove.

PAR. 6. Grantor reserves the right to full use and enjoyment of said premises, except for the purposes herein granted, provided that such use and enjoyment shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and that no excavation, building, structure or obstructions shall be constructed on the said right of way and easement without Grantee's written consent, provided, however, this shall not prevent the Grantor from, and the Grantor hereby expressly reserves the right to plant, cultivate, care for, irrigate (by center pivot system or otherwise installed before or after Grantee's construction) and harvest crops, graze livestock, construct or extend fences, level the surface of the ground, install, maintain and operate underground irrigation, fuel and power lines.

PAR. 7. Grantee shall bury all pipe and communications and control cables to a depth which will provide a land cover over the pipe of at least six feet (6'), at time of construction so as not to interfere with the farming operations as described in Paragraph 6 above, or any other ordinary or normal use which the Grantor may hereafter make of the surface of the right of way and easement and shall restore the surface of the ground so far as is practicable, to its condition prior to installation of the pipeline and communications and control cables. In addition, Grantee shall restore the top soil as soon as practicable after completion of construction.

PAR. 8. In addition to the consideration specified above, Grantee shall pay Grantor the reasonable amount of actual damages to Grantor's land, including severance damages, and including but not being limited to damages to crops, pasture, timber, livestock, fences, tile drain, buildings, private roads and all other improvements in the construction or reconstruction of the pipeline and communications and control cables, or in the exercise of the rights of ingress and egress, or in the exercise of any other rights given Grantee hereunder, or in the defective operation of the pipeline or on account of any defects in the pipeline or the appurtenances, including, but not being limited to, any cost for construction of temporary fencing for the control of livestock; the cost of furnishing water facilities for livestock during construction; the damage caused by the construction in the use of any irrigation system on the Grantor's land and by reason thereof damages to crops growing thereon. In the event the land is not presently irrigated, the Grantor may install an irrigation system (gravity system, pivot irrigation or any other type of irrigation), either before or after the Grantee's construction. If the Grantor installs an irrigation system, the Grantor shall notify the Grantee or its agents, in writing within five (5) days from the completion of the installation of the irrigation system. If the land is irrigated (by system installed before or after the execution of this Right Of Way Agreement), the Grantee may not exercise any of its rights hereunder during the months of May through August which would interfere with Grantor's irrigation of the land without the express written consent of the Grantor, provided the Grantor agrees not to unreasonably withhold its consent.

Negotiations for the settlement of damages caused to the Grantor or his property by reason of the exercise by the Grantee of any of its rights hereunder shall be commenced by the Grantor and Grantee or their agents within a period of thirty (30) days after the completion by Grantee of its operations hereunder. Failure to arrive at an amicable settlement between the parties within sixty (60) days thereafter, shall entitle the Grantor to all of the legal remedies as provided by Nebraska statutes or case law.

PAR. 9. Grantor represents, covenants and warrants that such of the undersigned as are shown on record in the counties in which said lands are located as owners in fee simple of the lands, are in fact the owners of such fee simple title, subject only to outstanding encumbrances, easements, rights-of-way, restrictions, reservations and applicable zoning regulations, if any, now on record in said County, including any railroad right of way easements or reservations.

PAR. 10. The payments authorized herein may be made in currency or Grantee's check either to Grantor personally or by mailing to Grantor's last known address or by depositing said payment to Grantor's credit in the Bank of Keystone Bank at Keystone - Neb.. Upon proof of change of ownership, Grantee may make said payments to the successor(s) of Grantor, unless the Grantor reserves the right to receive said payments in the change of ownership documents.

PAR. 11. It is hereby understood and agreed that the parties securing this grant on behalf of Grantee are without authority to make any covenant or agreement not herein expressed.

PAR. 12. Any notice required to be given or which may be given according to this Right Of Way Agreement shall be given in writing, delivered either personally or by registered or certified mail, addressed as follows: If to the Grantor - Rex Harris, Rural Route # 2, Brule, Nebraska; if to Jesse H. Harris - Rural Route # 2, Brule, Nebraska; if to the Grantee - Energy Transportation Systems Inc., P. O. Box 7598, San Francisco, California 94120.

PAR. 13. The Right of Way Agreement has been signed by the Grantor in the State of Nebraska, involves land located in the State of Nebraska, and shall, therefore, be governed and construed according to the law of the State of Nebraska.

PAR. 14. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, these presents are hereby signed this 24th day of August, 1979.

WITNESS:

GRANTOR:

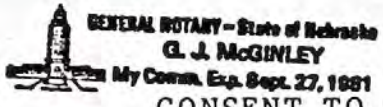
G. J. McGinley
G. J. McGinley
G. J. McGinley
G. J. McGinley

Rex H. Harris
Rex H. Harris
Jesse H. Harris
Jesse H. Harris
Betty Harris
Betty Harris
Jean Harris
Jean Harris

STATE OF NEBRASKA)
) ss.
COUNTY OF KEITH)

Now, on this 24th day of August, 1979, before me a general notary public in and for the State of Nebraska, personally appeared Rex H. Harris and Jean Harris, husband and wife, and Jesse H. Harris and Betty Harris, husband and wife, to me known to be the identical persons who executed the above and foregoing Right Of Way Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on the day and year last above written.



G. J. McGinley
Notary Public

CONSENT TO GRANT OF RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Mary Bateman, hereby consents to the above and foregoing Right Of Way Agreement.

Dated this 24th day of August, 1979.

Mary Bateman
Mary Bateman

Entered on Numerical Index and Filed For Record
This 22nd day of July A.D., 1980
at 9:15 o'clock P.M., and recorded in
Book 45 of Miss on page 357
Deata Wood
County Clerk
By A. Lloyd Deputy

Entered on Numerical Index and Filed For Record
This 2nd day of October A.D., 1979
at 9:15 o'clock P.M., and recorded in
Book 44 of Miss on page 202
Deata Wood
County Clerk
By A. Lloyd Deputy

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

PAR. 1. The undersigned, REX H. HARRIS and JEAN HARRIS, husband and wife, and JESSE H. HARRIS and BETTY HARRIS, husband and wife, and each and every other person whose name is signed hereto (hereinafter called Grantor, whether one or more, his heirs, executors, administrators, agents, successors or assigns), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant to ENERGY TRANSPORTATION SYSTEMS INC., a Delaware Corporation, its successors and assigns (hereinafter called Grantee), a permanent right of way and easement as hereinafter described, one hundred feet (100), in width on which to lay, construct, maintain, operate, alter, repair, remove, change the size of and replace a pipeline (with fittings, tie-overs, valves, communications and control cables and appurtenances, including the right to erect cathodic protection equipment) for the transportation of coal slurry, water or any other substances which can be transported through pipelines on, over, under and through certain lands which the undersigned has an interest, situated in the County of Keith, State of Nebraska. Said lands more particularly described as follows:

Southwest Quarter (SW $\frac{1}{4}$) of Section Six (6), Township Thirteen (13) North, Range Thirty-nine (39); and Southeast Quarter (SE $\frac{1}{4}$) of Section One (1), Township Thirteen (13) North, Range ~~Thirty-nine (39)~~, West of the 6th P.M. in Keith County, Nebraska. Forty (40) J.H.H. R. Wood
B.M.H. J.H.H.

The location of the right of way and easement across the described land shall be as follows unless otherwise expressly agreed to in writing by the Grantor: Entering at the east boundary of said land, the center line of the right of way shall be approximately 2,000 feet north of the quarter section corner of Sections Six (6) and Seven (7); running thence in a westerly direction across the described land to the west boundary of said tract at a point which is approximately 2,000 feet north of the quarter section corner of Sections One (1) and Twelve (12), which last described point shall also constitute the center line of the right of way.

PAR. 2. Unless Grantee, on or before September 1, 1981, commences construction of a pipeline pursuant hereto, or pays to grantor the additional consideration provided for in Paragraph 2 of the Settlement Agreement dated August 23, 1979, between the parties, which Settlement Agreement is incorporated herein by reference thereto, this grant shall terminate.

PAR. 3. This grant shall carry with it the right to inspect (including aerial patrol) said pipeline and other appurtenances, and to mark the location of said right of way and easement by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as Grantor shall make of the lands within the limits of said right of way and easement. Provided however, if right of way and easement is across cultivated lands or areas where farm machinery may be used, markers shall be used only with special consent of Grantor.

PAR. 4. TO HAVE AND TO HOLD the above described rights and easement unto the Grantee, its successors and assigns, together with the right to assign the rights and right of way herein granted, either in whole or in part, subject to the terms of this agreement, provided, however, in the event of any such assignment, the Grantee shall remain primarily liable and responsible to the Grantor for the payment of all amounts, including damages and for the performance of all obligations required to be performed hereunder by the Grantee.

PAR. 5. The pipe and other appurtenances installed by Grantee within the right of way shall at all times remain the property of Grantee, except as hereinafter provided. In the event Grantee permanently abandons the pipeline, it may leave the same and its appurtenances in place, or remove it, and shall record a reconveyance and release of this grant. If the pipeline is to be abandoned, the Grantee shall give the Grantor written notice thereof. Failure of the Grantor to commence operations for the removal of the pipeline and its appurtenances within six (6) months from the giving of said written notice shall constitute a waiver by the Grantee of its rights to remove.

PAR. 6. Grantor reserves the right to full use and enjoyment of said premises, except for the purposes herein granted, provided that such use and enjoyment shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and that no excavation, building, structure or obstructions shall be constructed on the said right of way and easement without Grantee's written consent, provided, however, this shall not prevent the Grantor from, and the Grantor hereby expressly reserves the right to plant, cultivate, care for, irrigate (by center pivot system or otherwise installed before or after Grantee's construction) and harvest crops, graze livestock, construct or extend fences, level the surface of the ground, install, maintain and operate underground irrigation, fuel and power lines.

PAR. 7. Grantee shall bury all pipe and communications and control cables to a depth which will provide a land cover over the pipe of at least six feet (6'), at time of construction so as not to interfere with the farming operations as described in Paragraph 6 above, or any other ordinary or normal use which the Grantor may hereafter make of the surface of the right of way and easement and shall restore the surface of the ground so far as is practicable, to its condition prior to installation of the pipeline and communications and control cables. In addition, Grantee shall restore the top soil as soon as practicable after completion of construction.

PAR. 8. In addition to the consideration specified above, Grantee shall pay Grantor the reasonable amount of actual damages to Grantor's land, including severance damages, and including but not being limited to damages to crops, pasture, timber, livestock, fences, tile drain, buildings, private roads and all other improvements in the construction or reconstruction of the pipeline and communications and control cables, or in the exercise of the rights of ingress and egress, or in the exercise of any other rights given Grantee hereunder, or in the defective operation of the pipeline or on account of any defects in the pipeline or the appurtenances, including, but not being limited to, any cost for construction of temporary fencing for the control of livestock; the cost of furnishing water facilities for livestock during construction; the damage caused by the construction in the use of any irrigation system on the Grantor's land and by reason thereof damages to crops growing thereon. In the event the land is not presently irrigated, the Grantor may install an irrigation system (gravity system, pivot irrigation or any other type of irrigation), either before or after the Grantee's construction. If the Grantor installs an irrigation system, the Grantor shall notify the Grantee or its agents, in writing within five (5) days from the completion of the installation of the irrigation system. If the land is irrigated (by system installed before or after the execution of this Right Of Way Agreement), the Grantee may not exercise any of its rights hereunder during the months of May through August which would interfere with Grantor's irrigation of the land without the express written consent of the Grantor, provided the Grantor agrees not to unreasonably withhold its consent.

Negotiations for the settlement of damages caused to the Grantor or his property by reason of the exercise by the Grantee of any of its rights hereunder shall be commenced by the Grantor and Grantee or their agents within a period of thirty (30) days after the completion by Grantee of its operations hereunder. Failure to arrive at an amicable settlement between the parties within sixty (60) days thereafter, shall entitle the Grantor to all of the legal remedies as provided by Nebraska statutes or case law.

PAR. 9. Grantor represents, covenants and warrants that such of the undersigned as are shown on record in the counties in which said lands are located as owners in fee simple of the lands, are in fact the owners of such fee simple title, subject only to outstanding encumbrances, easements, rights-of-way, restrictions, reservations and applicable zoning regulations, if any, now on record in said County, including any railroad right of way easements or reservations.

PAR. 10. The payments authorized herein may be made in currency or Grantee's check either to Grantor personally or by mailing to Grantor's last known address or by depositing said payment to Grantor's credit in the Bank of Keystone Bank at Keystone - Neb.. Upon proof of change of ownership, Grantee may make said payments to the successor(s) of Grantor, unless the Grantor reserves the right to receive said payments in the change of ownership documents.

PAR. 11. It is hereby understood and agreed that the parties securing this grant on behalf of Grantee are without authority to make any covenant or agreement not herein expressed.

PAR. 12. Any notice required to be given or which may be given according to this Right Of Way Agreement shall be given in writing, delivered either personally or by registered or certified mail, addressed as follows: If to the Grantor - Rex Harris, Rural Route # 2, Brule, Nebraska; if to Jesse H. Harris - Rural Route # 2, Brule, Nebraska; if to the Grantee - Energy Transportation Systems Inc., P. O. Box 7598, San Francisco, California 94120.

PAR. 13. The Right of Way Agreement has been signed by the Grantor in the State of Nebraska, involves land located in the State of Nebraska, and shall, therefore, be governed and construed according to the law of the State of Nebraska.

PAR. 14. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, these presents are hereby signed this 24th day of August, 1979.

WITNESS:

GRANTOR:


G. J. McGinley
G. J. McGinley
G. J. McGinley
G. J. McGinley

Rex H. Harris
Rex H. Harris
Jesse H. Harris
Jesse H. Harris
Betty M. Harris
Betty Harris
Jean Harris
Jean Harris

STATE OF NEBRASKA)
) ss.
COUNTY OF KEITH)

Now, on this 24th day of August, 1979, before me a general notary public in and for the State of Nebraska, personally appeared Rex H. Harris and Jean Harris, husband and wife, and Jesse H. Harris and Betty Harris, husband and wife, to me known to be the identical persons who executed the above and foregoing Right Of Way Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on the day and year last above written.

 GENERAL NOTARY - State of Nebraska
G. J. MCGINLEY
My Comm. Exp. Sept. 27, 1981

G. J. McGinley
Notary Public

CONSENT TO GRANT OF RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Mary Bateman, hereby consents to the above and foregoing Right Of Way Agreement.

Dated this 24th day of August, 1979.
Mary Bateman
Mary Bateman

KNOW ALL MEN BY THESE PRESENTS: That the Undersigned WALDO ARMSTRONG AND CLARICE ARMSTRONG, husband and wife, AND MICHAEL ARMSTRONG AND JOYCE ARMSTRONG, husband and wife (hereinafter called Grantor) for and in consideration of the sum of Five Dollars M.A. (\$5.00) in hand paid, the receipt of which is hereby acknowledged, and of further agreements and considerations herein stated, do(es) hereby grant, bargain, sell and convey unto Tri-State Generation and Transmission Association Inc. of 12076 Grant Street, Thornton, Colorado (hereinafter called Grantee) a permanent easement, the location of which is shown on the plan annexed hereto as Exhibit "A", for purpose of constructing, reconstructing, maintaining and repairing a roadway, as deemed necessary by the Grantee, and for unrestricted ingress and egress across and over said easement, situated in the County of Keith and State of Nebraska to wit: a twenty-five foot wide easement located in the SW 1/4, Sec 3, T13N, R40W, 6th P.M., more particularly described in Exhibit A, attached hereto and hereby made a part hereof.

STATE OF NEBRASKA
KEITH COUNTY
Entered on Numerical Index and Filed For Record
This 16th day of August A.D. 1978
at 9:00 o'clock P.M. and recorded in
Book 261 of Miscellaneous page 175
By Santa Wood County Clerk

S.A. M.A. P.P.

That the total payment for rights herein granted shall be Ten Dollars. The downpayment of \$5.00 above receipted for shall be credited to the total due, and the balance of the payment provided for herein shall be paid to the Grantor prior to the commencement of construction, maintenance or use as herein provided, however if there is no construction maintenance or use, then Grantee shall not be obligated to pay the balance of the payment provided for.

The Grantor covenants and warrants that he is the owner of the above described land, subject to such defects, outstanding interest, liens or encumbrances as may now appear or record.

The Grantee shall have, and is hereby granted, all other rights and benefits necessary or convenient for the full enjoyment or use of the easement herein granted including, without limitation, the right of ingress and egress over and across said lands and adjacent lands of Grantor, and the use thereof reasonably necessary in connection with the construction, reconstruction, maintenance, or repair of such roadway or facilities on said easement.

Grantee shall have the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement.

The rights herein granted may be assigned in whole or in part.

It is mutually understood and agreed that this indenture as written covers all the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, Grantor has executed this instrument this 31 day of July 1978.

WITNESS:

GRANTOR:

Waldo Armstrong
Clarice Armstrong
Joyce Armstrong
Michael Armstrong

STATE OF Nebraska
COUNTY OF Keith

I hereby certify that on this 31 day of July, 1978, before me the undersigned, a Notary Public, duly commissioned and qualified for said County, came Joyce & Mike Armstrong, to me known to be the identical person or persons whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be his, hers or their voluntary act and deed.

Witness my hand and notarial seal the day and year above written.

NOTARY PUBLIC
MY COMMISSION EXPIRES July 27, 1981

179

Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That Michael C. and Joyce R. Armstrong, Husband and Wife & Waldo G. and Clarice F. and Armstrong, Husband and Wife
(If Grantor is not married, add words "an unmarried person")

Big Springs, NE 69122 of Deuel County,

Nebraska, in consideration of \$ 1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 2200.00, do hereby grant and convey unto Nebraska Public Power District (hereinafter called District), its lessees, successors and assigns, the permanent right, privilege, and easement of right of way to enter upon and to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines, including all necessary poles, wires, guys and other equipment used in connection therewith, upon, over and across a strip of land 200 feet in width, being 100 feet on each side of the centerline of said right of way, across property situated in Keith County, Nebraska, said property being more particularly described as follows:

The Northwest Quarter (NW 1/4) and the North Half of the Southwest Quarter (N 1/2 SW 1/4) of Section One (1), Township Thirteen (13) North, Range Forty (40) West of the 6th P.M.

The approximate centerline of said right of way is described as follows (as scaled from aerial photographs), and said centerline shall be finally established by the actual location of the electric transmission line as originally constructed on said premises:

Entering the property on the west line approximately 830 feet south of the northwest corner of the N 1/2 of the SW 1/4 of said Section 1; thence northeasterly leaving the property on the east line approximately 1178 feet south of the northeast corner of the NW 1/4 of said Section 1; the sidelines of said strip of land to be lengthened or shortened to begin on the west line of the N 1/2 of the SW 1/4 and to terminate on the east line of the NW 1/4 of said Section 1.

The District shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with its survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric transmission lines.

The District shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith, including but not limited to removal of any and all trees and brush within the easement area and topping or removing any other trees which in falling would come within fifteen (15) feet of the nearest electric line conductor. All refuse from such tree cutting or trimming shall be burned or removed by the District, and the District shall have the right to control by chemicals all weeds, trees, and brush along the described right of way if said right of way is not being utilized for cultivated crops.

The District agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The District agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the District in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The District agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to the original construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the District's electric transmission lines. It is further agreed that the Grantor will be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area after obtaining express written permission from the District for such placements.

The District agrees that should said right of way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not replaced by another transmission line, for a period of five years, the right of way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The undersigned agrees and represents that he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 9th day of December, A.D., 1978

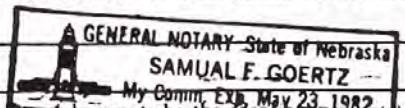
WITNESS Samuel F. Goertz

SIGNATURE
Michael C. Armstrong
Michael C. Armstrong
Joyce R. Armstrong
Joyce R. Armstrong
Waldo G. Armstrong
Waldo G. Armstrong
Clarice F. Armstrong
Clarice F. Armstrong

SOCIAL SECURITY NUMBER
505-58-1391
505-64-8935
508-58-5519
505-64-6021

STATE OF NEBRASKA, COUNTY OF Deuel

On this 9th day of December, 1978, before me the undersigned, a Notary Public in and for said County and State, personally appeared Michael C. + Joyce R. Armstrong

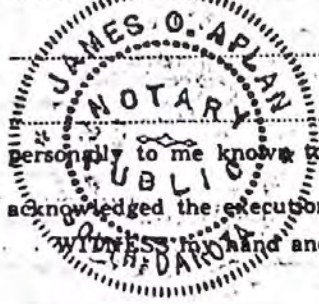


WITNESS my hand and notarial seal the date above written. Samuel F. Goertz Notary Public

My Commission expires on the 23rd day of May, 1982

SOUTH DAKOTA
STATE OF NEBRASKA,
COUNTY OF HAAKON } ss.

On this 18th day of December, 1978, before me the undersigned, a Notary Public in and for said County and State, personally appeared Waldo G. Armstrong and Clarice F. Armstrong



personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purposes therein expressed. WITNESS my hand and notarial seal the date above written.

JAMES O. APLAN, Notary Public
MIDLAND, SOUTH DAKOTA

[Handwritten signature]
Notary Public

My Commission expires on the 21st day of April, 1985

STATE OF NEBRASKA,
COUNTY OF } ss.

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) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

My Commission expires on the _____ day of _____, 19____

STATE OF NEBRASKA,
COUNTY OF } ss.

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) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

My Commission expires on the _____ day of _____, 19____

(FOR REGISTER OF DEEDS STAMP)

~~State of Nebraska, Deuel County SS
Entered on Numerical Index and filed for record in the County Clerk's office of said County on 2 day of January 79 at 9:45 o'clock A.M. and the same Book 42 of Deeds page 211
Claudia M. Wood
By _____~~

FEE BOOK ✓
NUMERICAL INDEXED ✓
8439

STATE OF NEBRASKA
KEITH COUNTY

Entered on Numerical Index and Filed For Record This 16 day of Feb A.D., 19 79 at 11:00 o'clock A.M., and recorded in Book 42 of Deeds on page 127

By *[Signature]* County Clerk
[Signature] Deputy

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Michael C. and Joyce R. Armstrong, Husband and Wife & Waldo G. and Clarice F. and Armstrong, Husband and Wife

Big Springs, NE 69122 of Deuel County,

Nebraska, in consideration of \$ 1.00 receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 495.00 do hereby grant and convey unto Nebraska Public Power District (hereinafter called District), its lessees, successors and assigns, the permanent right, privilege, and easement of right of way to enter upon and to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines, including all necessary poles, wires, guys and other equipment used in connection therewith, upon, over and across a strip of land 0 to 30 feet in width, being -- feet on each side of the centerline of said right of way, across property situated in Keith County, Nebraska, said property being more particularly described as follows:

The South Half of the South Half (S 1/2 S 1/2) of Section Three (3), Township Thirteen (13) North, Range Forty (40) West of the 6th P.M.

The approximate centerline of said right of way is described as follows (as scaled from aerial photographs), and said centerline shall be finally established by the actual location of the electric transmission line as originally constructed on said premises:

A strip of land for overhang only variable from 0 feet to 30 feet wide lying south of the following described line: Beginning on the south line approximately 1109 feet east of the southwest corner of the S 1/2 of the S 1/2 of said Section 3; thence northeasterly to a point 30 feet north of the south line and approximately 1197 feet east of the west line of the S 1/2 of the S 1/2 of said Section 3; thence easterly at a deflection angle right, parallel with and 30 feet north of the south line of the S 1/2 of the S 1/2 of said Section 3, ending on the east line approximately 30 feet north of the southeast corner of the S 1/2 of the S 1/2 of said Section 3.

The District shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with its survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric transmission lines.

The District shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith, including but not limited to removal of any and all trees and brush within the easement area and topping or removing any other trees which in falling would come within fifteen (15) feet of the nearest electric line conductor. All refuse from such tree cutting or trimming shall be burned or removed by the District, and the District shall have the right to control by chemicals all weeds, trees, and brush along the described right of way if said right of way is not being utilized for cultivated crops.

The District agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The District agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the District in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The District agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to the original construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the District's electric transmission lines. It is further agreed that the Grantor will be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area after obtaining express written permission from the District for such placements.

The District agrees that should said right of way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not replaced by another transmission line, for a period of five years, the right of way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The undersigned agrees and represents that he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 9th day of December, A.D., 19 78

WITNESS Samuel A. Goetz

SIGNATURE Michael C. Armstrong, Joyce R. Armstrong, Waldo G. Armstrong, Clarice F. Armstrong

SOCIAL SECURITY NUMBER 505-58-1391, 505-64-8935, 508-58-5519, 505-64-6021

STATE OF NEBRASKA, COUNTY OF Deuel

On this 9th day of December, 19 78, before me the undersigned, a Notary Public

in and for said County and State personally appeared Michael C. & Joyce R. Armstrong

GENERAL NOTARY - State of Nebraska SAMUAL F. GOETZ My Comm. Exp. May 23, 1982

personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed. WITNESS my hand and notarial seal the date above written.

Samuel A. Goetz Notary Public

My Commission expires on the 23rd day of May, 19 82

SOUTH DAKOTA
STATE OF ~~NEBRASKA~~
COUNTY OF HAAKON } ss.

On this 18th day of December, 1978, before me the undersigned, a Notary Public in and for said County and State, personally appeared Waldo G. Armstrong and Clarice F. Armstrong

personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.
JAMES O. APLAN, Notary Public
WADLAND, SOUTH DAKOTA
My Commission Expires 4-21-85

James O. Aplan
Notary Public

My Commission expires on the 21st day of April, 1985

STATE OF NEBRASKA,
COUNTY OF } ss.

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) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be _____ voluntary act and deed for the purposes therein expressed.
WITNESS my hand and notarial seal the date above written.

Notary Public

My Commission expires on the _____ day of _____, 19_____

STATE OF NEBRASKA,
COUNTY OF } ss.

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) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be _____ voluntary act and deed for the purposes therein expressed.
WITNESS my hand and notarial seal the date above written.

Notary Public

My Commission expires on the _____ day of _____, 19_____

(FOR REGISTER OF DEEDS STAMP)

~~State of Nebraska Deuel County SS
Entered on Numerical Index and filed for record in the County Clerk's office of said County this 27th day of January 1979 at 9:35 o'clock A.M. and recorded in Book 46 of Maps Page 206 # 8437
By *Charles D. Voss* County Clerk
John D. Fisher Deputy~~

FEE BOOK
NUMERICAL
INDEXED

STATE OF NEBRASKA
KEITH COUNTY
Entered on Numerical Index and Filed For Record This 16th day of February A.D., 1979 at 11:00 o'clock A.M., and recorded in Book 42 of Maps on page 328
By *Wanda Wood* County Clerk
W. A. Wesley Deputy

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Michael C. and Joyce R. Armstrong, Husband and Wife & Waldo G. and Clarice F. and Armstrong, Husband and Wife

Big Springs, NE 69122 of Deuel County,

Nebraska, in consideration of \$100 receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of

\$1865.00 do hereby grant and convey unto Nebraska Public Power District (hereinafter called District), its lessees, successors and assigns, the permanent right, privilege, and easement of right of way to enter upon and to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines, including all necessary poles, wires, guys and other equipment used in connection therewith, upon, over and across a strip of land

200 feet in width, being feet on each side of the centerline of said right of way, across property situated in Keith County, Nebraska, said property being more particularly described as follows:

The Southeast Quarter (SE 1/4) and the South Half of the Southwest Quarter (S 1/2 SW 1/4) of Section Two (2), Township Thirteen (13) North, Range Forty (40) West of the 6th P.M.

The approximate centerline of said right of way is described as follows (as scaled from aerial photographs), and said centerline shall be finally established by the actual location of the electric transmission line as originally constructed on said premises:

Entering the property on the south line approximately 548 feet east of the southwest corner of the SE 1/4 of said Section 2; thence northeasterly leaving the property on the east line approximately 830 feet south of the northeast corner of the SE 1/4 of said Section 2. The northwesterly sideline of said strip of land to be lengthened or shortened to begin at a point 30 feet north of the south line and approximately 431 feet east of the west line of the SE 1/4, and to terminate on the east line of the SE 1/4 of said Section 2, and the southeasterly sideline of said strip of land to be lengthened or shortened to begin on the south line and to terminate on the east line of the SE 1/4 of said Section 2.

And a strip of land for overhang only 30 feet wide lying south of the following described line: Beginning on the east line approximately 30 feet north of the southeast corner of the S 1/2 of the SW 1/4 of said Section 2; thence easterly, parallel with and 30 feet north of the south line of the S 1/2 of the SW 1/4 (Centerline Description continued on the attached sheet.)

The District shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with its survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric transmission lines.

The District shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith, including but not limited to removal of any and all trees and brush within the easement area and topping or removing any other trees which in falling would come within fifteen (15) feet of the nearest electric line conductor. All refuse from such tree cutting or trimming shall be burned or removed by the District, and the District shall have the right to control by chemicals all weeds, trees, and brush along the described right of way if said right of way is not being utilized for cultivated crops.

The District agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The District agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the District in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The District agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to the original construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the District's electric transmission lines. It is further agreed that the Grantor will be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area after obtaining express written permission from the District for such placements.

The District agrees that should said right of way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not replaced by another transmission line, for a period of five years, the right of way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The undersigned agrees and represents that he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 9th day of December, A.D. 1978

WITNESS Samuel F. Goertz

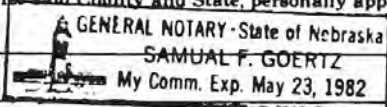
SIGNATURE Michael C. Armstrong, Joyce R. Armstrong, Waldo G. Armstrong, Clarice F. Armstrong

SOCIAL SECURITY NUMBER 505-58-1391, 505-69-8935, 508-58-5519, 505-64-6001

STATE OF NEBRASKA, COUNTY OF Deuel

On this 9th day of December, 1978, before me the undersigned, a Notary Public

in and for said County and State, personally appeared Michael C + Joyce R Armstrong



personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed. WITNESS my hand and notarial seal the date above written.

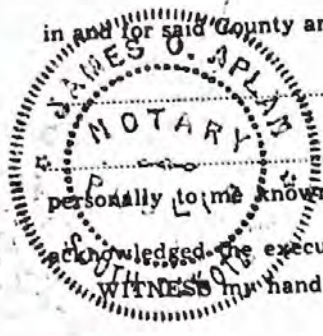
Samuel F. Goertz Notary Public

My Commission expires on the 23rd day of May, 1982

SOUTH DAKOTA
STATE OF ~~NEBRASKA~~,
COUNTY OF HAAKON } ss.

On this 18th day of December, 1978, before me the undersigned, a Notary Public

in and for said County and State, personally appeared Waldo G. Armstrong and Clarice F. Armstrong



personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who
acknowledged the execution thereof to be a voluntary act and deed for the purposes therein expressed.
WITNESS my hand and notarial seal the date above written.

JAMES O. APLAN, Notary Public
MIDLAND, SOUTH DAKOTA

James O. Aplan
Notary Public

My Commission expires on the 21st day of April, 1985

STATE OF NEBRASKA,
COUNTY OF } ss.

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) who signed the foregoing instrument as Grantor and who
acknowledged the execution thereof to be _____ voluntary act and deed for the purposes therein expressed.
WITNESS my hand and notarial seal the date above written.

Notary Public

My Commission expires on the _____ day of _____, 19____

STATE OF NEBRASKA,
COUNTY OF } ss.

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) who signed the foregoing instrument as Grantor and who
acknowledged the execution thereof to be _____ voluntary act and deed for the purposes therein expressed.
WITNESS my hand and notarial seal the date above written.

Notary Public

My Commission expires on the _____ day of _____, 19____

(FOR REGISTER OF DEEDS STAMP)

~~State of Nebraska, Deuel County SS
Entered on Numerical
Index and filed for record in the
County Clerk's office of said County this
_____ day of _____, 19____
at _____ o'clock _____ M. and Recorded
Book _____ of _____ Page _____ # 8438
By _____ County Clerk~~

FILE
NUMERICAL
INDEXED ✓

STATE OF NEBRASKA
KEITH COUNTY
Entered on Numerical Index and Filed For Record
This 16 day of January A.D., 1979
at 11:08 o'clock A.M., and recorded in
Book 42 of _____ on page 329
By _____ County Clerk

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the Undersigned MICHAEL ARMSTRONG (a/k/a

MICHAEL C. ARMSTRONG AND MIKE ARMSTRONG) (hereinafter called Grantor) for and in consideration of the sum of Five Dollars (\$5.00) in hand paid, the receipt of which is hereby acknowledged, and of further agreements and considerations herein stated, do(es) hereby grant, bargain, sell and convey unto Tri-State Generation and Transmission Association Inc. of 12076 Grant Street, Thornton, Colorado (hereinafter called Grantee) a permanent easement, the location of which is shown on the plan annexed hereto as Exhibit "A", for purpose of constructing, reconstructing, maintaining and repairing a roadway, as deemed necessary by the Grantee, and for unrestricted ingress and egress across and over said easement, situated in the County of Keith and State of Nebraska to wit: a twenty-five foot wide easement located in the SW $\frac{1}{4}$, Sec 3, T13N, R40W, 6th P.M., more particularly described in Exhibit A, attached hereto and hereby made a part hereof.

Entered on Numerical Index and Filed For Record
This 23 day of March A.D., 1979
at 10:35 o'clock AM and recorded in
Book 43 of Mias on page 32
Deane Wood County Clerk
By [Signature] Deputy

That the total payment for rights herein granted shall be Ten Dollars. The downpayment of \$5.00 above receipted for shall be credited to the total due, and the balance of the payment provided for herein shall be paid to the Grantor prior to the commencement of construction, maintenance or use as herein provided, however if there is no construction maintenance or use, then Grantee shall not be obligated to pay the balance of the payment provided for.

The Grantor covenants and warrants that he is the owner of the above described land, subject to such defects, outstanding interest, liens or encumbrances as may now appear or record.

The Grantee shall have, and is hereby granted, all other rights and benefits necessary or convenient for the full enjoyment or use of the easement herein granted including, without limitation, the right of ingress and egress over and across said lands and adjacent lands of Grantor, and the use thereof reasonably necessary in connection with the construction, reconstruction, maintenance, or repair of such roadway or facilities on said easement.

Grantee shall have the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement.

The rights herein granted may be assigned in whole or in part.

It is mutually understood and agreed that this indenture as written covers all the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, Grantor has executed this instrument this 23 day of March 1979.

WITNESS:

GRANTOR:

Ronald Hendrickson

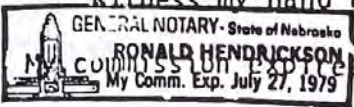
Michael Armstrong
Michael C. Armstrong
Michael C. Armstrong

Mike Armstrong
Mike Armstrong

STATE OF Nebraska
COUNTY OF Keith ss.

I hereby certify that on this 23 day of March, 1979, before me the undersigned, a Notary Public, duly commissioned and qualified for said County, came Michael Armstrong (a/k/a Michael C. Armstrong and Mike Armstrong), to me known to be the identical person or persons whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be his, hers or their voluntary act and deed.

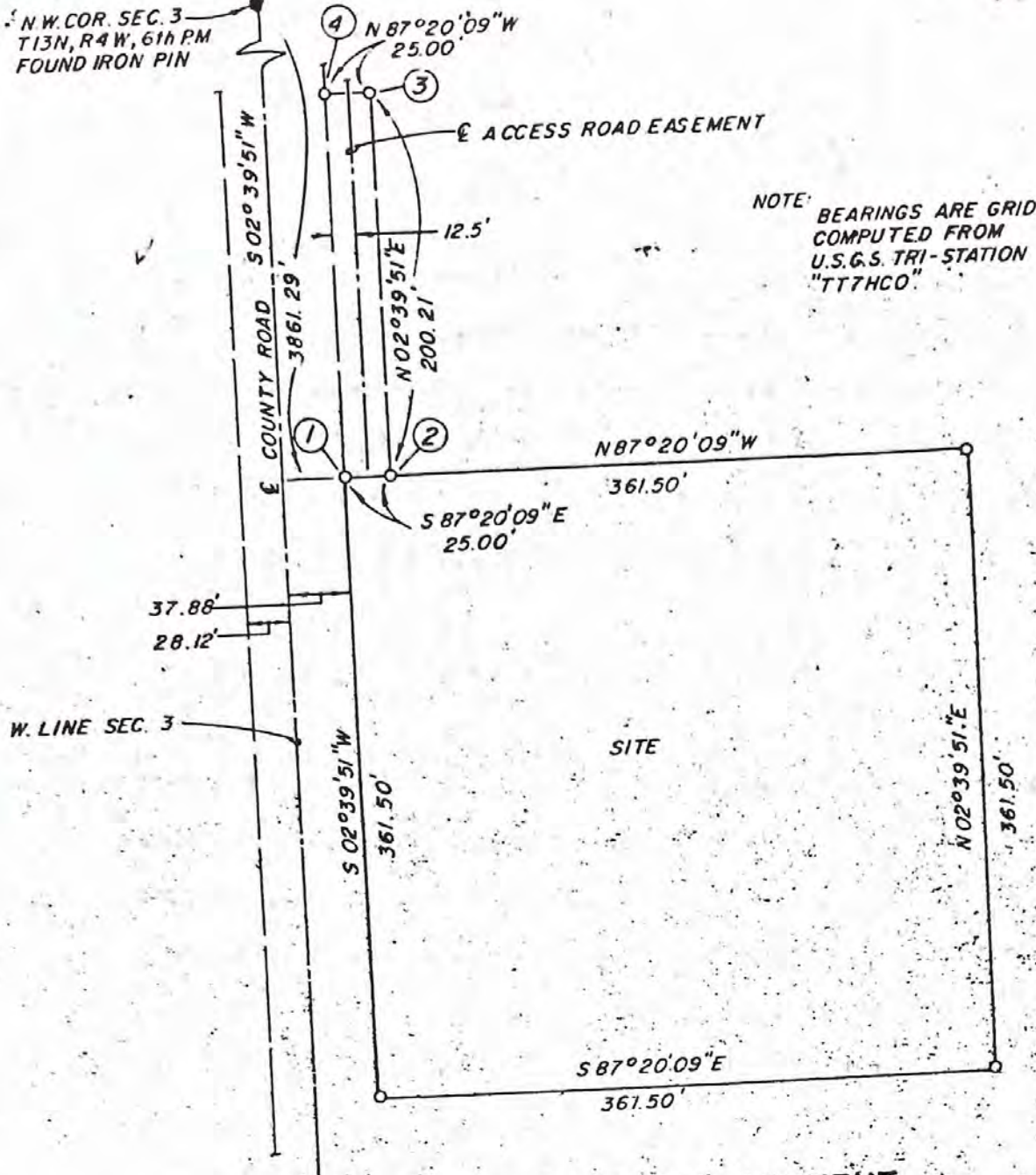
Witness my hand and notarial seal the day and year above written.



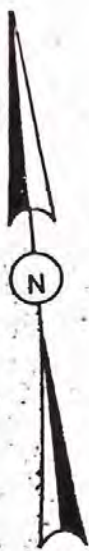
7.27.79

Ronald Hendrickson
Notary Public

N.W. COR. SEC. 3
T13N, R4W, 61h P.M.
FOUND IRON PIN



NOTE: BEARINGS ARE GRID
COMPUTED FROM
U.S.G.S. TRI-STATION
"TT7HCO"



ACCESS ROAD EASEMENT
SCALE: 1"=100'


AN EASEMENT FOR A ROAD IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 40 WEST, 61h.P.M., KEITH COUNTY, NEBRASKA. SAID EASEMENT TO BE 25.00 FEET IN WIDTH AND 200.21 FEET IN LENGTH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING S 02°39'51" W 3861.29 FEET AND S 87°20'09" E 37.88 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3, ①
 THENCE S 87°20'09" E 25.00 FEET, ②
 THENCE N 02°39'51" E 200.21 FEET, ③
 THENCE N 87°20'09" W 25.00 FEET, ④
 THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF A PUBLIC ROAD S 02°39'51" W 200.21 FEET TO THE POINT OF BEGINNING.
 SAID EASEMENT CONTAINS 0.115 ACRES MORE OR LESS.

EXHIBIT A

THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT THIS MAP IS MADE FROM AN ACTUAL SURVEY OF THE PROPERTY SHOWN HEREON, AND THAT BOTH SURVEY AND MAP ARE CORRECT.

Royce Gene Buzzard
ROYCE GENE BUZZARD LS 341

REV.	DATE	REVISION	APP.
 TRI-STATE <small>GENERATION & TRANSMISSION ASSOCIATION INCORPORATED</small>			
A TRACT OF LAND LOCATED IN THE PROPERTY OF MICHAEL B WALDO ARMSTRONG LYING IN SW 1/4 OF S 3, T13N, R40W, 61h P.M. KEITH COUNTY, NEBRASKA.			
DESIGNED BY:			
DATE	SCALE	NEXT ASSEMBLY	
6-6-78	1"=100'	DRAWING NUMBER	
DWPN BY	APP'D BY		
C.R.H.			
CONTRACT NO	SHEET 2 OF 3		

SUPPLEMENTAL AGREEMENT
Right-of-Way Easement

T.L. No. 3510
Tract No. K17-3510

STATE OF NEBRASKA
KEITH COUNTY

Entered on Numerical Index and Filed For Record
This 9 day of August A.D., 1980
at 10:00 o'clock 1 M., and recorded in
Book 45 of Keith on page 174
John Wood County Clerk
By [Signature] Deputy

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this 18th day of MARCH, 1980 by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, and the undersigned grantor(s), being the original grantor(s) or the successor(s) in interest to the original grantor(s) of a transmission line right-of-way granted to Nebraska Public Power District, its successors and assigns, which easement is on file and recorded in Book 042 at Page 329-330 in the office of the County Clerk, Keith County Courthouse, Ogallala, Nebraska.

Whereas, Nebraska Public Power District desires to remove earth to change the ground contour to provide additional ground clearance to the transmission line conductors in a certain specific area, on said right-of-way easement:

Details of said excavation are shown on Exhibit 1 which is attached and made part of this agreement.

NOW THEREFORE, in consideration of \$1,100.00, receipt of which is hereby acknowledged, being full payment for all damages to grantor(s) or successor(s) resulting from such excavation pursuant to the grant hereof, (including any reconstruction damage), the undersigned grantor(s) hereby grants and convey(s) unto Nebraska Public Power District, its successors and assigns, the right to make such excavation on said right-of-way easement across the following described property: The Southeast Quarter (SE 1/4) and the South Half of the Southwest Quarter (S 1/2 SW 1/4) of Section Two (2), Township Thirteen (13) North, Range Forty (40) West of the 6th P.M.

subject to the same terms, conditions and obligations set forth in said original right-of-way easement unless otherwise expressly provided herein. Nebraska Public Power District agrees to:

1. Remove and store top 6 inches of top soil.
2. Excavate approximately 385 cubic yards (7,500 sq. ft.) as per Exhibit 1.
3. Dispose of excavated earth at a location to be determined by land owner.
4. Place 6 inches of top soil over excavated area. (Soil stored under Item 1.)
5. Mulch excavated area.

Witness:

[Signature]

[Signature]
Grantor

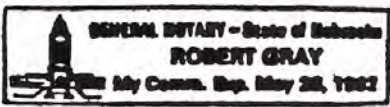
[Signature]
Grantor

Grantor

STATE OF NEBRASKA)
)SS
COUNTY OF Deuel)

On this 18th day of MARCH, 1980 before me the undersigned, a Notary Public in and for said county personally appeared Michael Armstrong and Joyce Armstrong personally known to me to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be THEIR voluntary act and deed for the purpose herein expressed.

Witness my hand and Notarial Seal the date above written.



[Signature]
Notary Public

My Commission Expires: May 26, 1982

Exhibit 1 K17-3510

EXCAVATION
 STR 269-270
 Sidney - Keystone
 3-6-80-2

Est. Volume 385 yd³
 Approx. Area of Cut 7,500 ft²

Parcel K-17

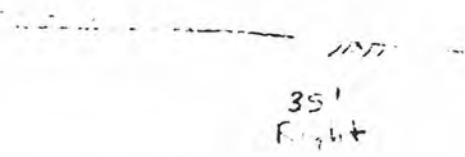
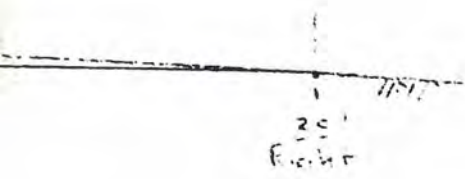
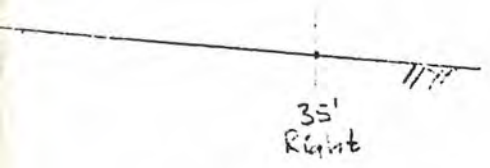
ARMSTRONG

Bench Mark

Sta 3526+00

± Elev. 3431.0

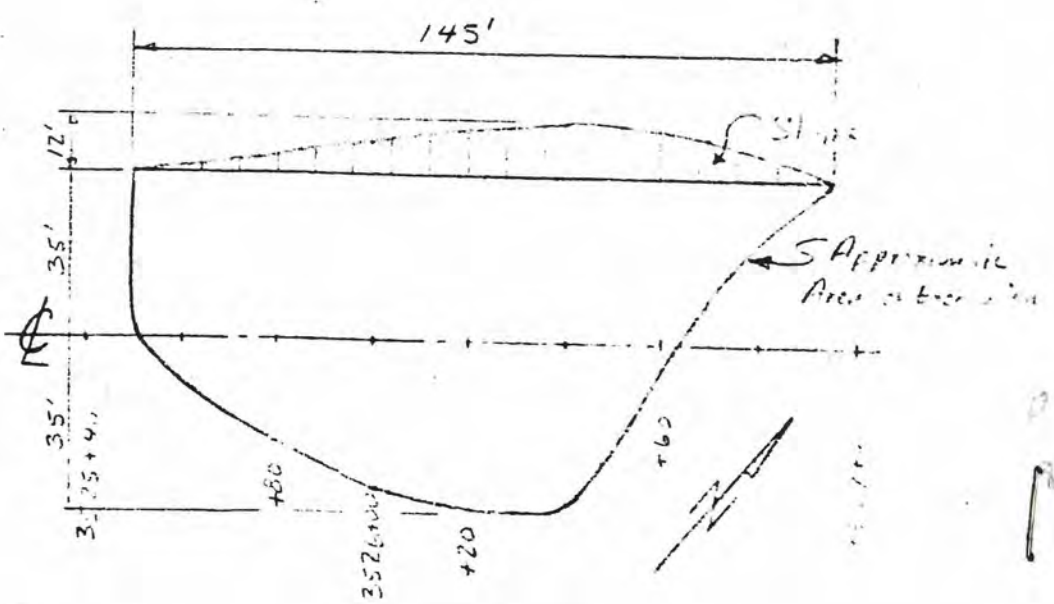
(Tie In New Rebar)



3431.0' ±
 3526+95

27
 20

+20 +40



PLAN VIEW
 1" = 40'

EASEMENT FOR ELECTRIC LINES

FORM NO. N-3
REVISED 12-1-63

KNOW ALL MEN BY THESE PRESENTS:

That L. A. DeVoe and Claire DeVoe, his wife, of Keith County, Nebraska, in consideration of \$ 1.00 (If Grantor is not married, add words "an unmarried person".) receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 300 for 3 poles and H-Frames anchors when set on the following described property, do hereby grant and convey unto the Consumers Public Power District (hereinafter called "District") (and to)

(Leave blank if no other grantee.)
its (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, operate, maintain and remove all necessary poles, wires, guys and other necessary equipment in connection therewith, on and across the following property situated in Keith County, Nebraska, more particularly described as follows:

The southeast quarter (SE $\frac{1}{4}$) of section ten (10), township thirteen (13) north, range forty-one (41) west of the 6th P.M.

center line of
The pole line herein contemplated shall be located on the property approximately as follows:

Beginning on the west line of the above described property, at a point approximately two thousand six hundred (2600) feet north of the southwest corner of said property, thence in an easterly direction to a point on the east line of the property, said point being approximately two thousand five hundred ninety-five (2595) feet north of the southeast corner of the above described property.

The Grantee(s) shall also have the privilege and easement of ingress and egress across the property to its (their) officers and employees for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said line.

The Grantee(s) shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the lines and equipment used in connection therewith.

The Grantee(s) shall at all times exercise all due care and diligence to avoid injury or damage to the crops, livestock and other personal property of the Grantor, and the Grantee(s) shall indemnify and save harmless the Grantor from any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of said transmission lines.

The Grantee(s) agree(s) that should the transmission lines constructed hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect.

Signed the 28 day of SEPT A.D. 1965

WITNESS
V. A. Walker
V. A. Walker

L. A. DeVoe
Claire DeVoe
L. A. DeVoe
Claire DeVoe

Grantor

(FOR REGISTER OF DEEDS STAMP)

STATE OF NEBRASKA
COUNTY OF KEITH
On this 28 day of SEPT 1965, before me the undersigned, a Notary Public in and for said County and State, personally appeared L. A. DeVoe & Claire DeVoe personally to me, known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.
WITNESS my hand and notarial seal the date above written.
My Commission expires on the 10 day of FEB, 1970
Vernon C. Walker
Notary Public

STATE OF NEBRASKA
KEITH COUNTY
Entered on Numerical Index and filed for Record
This 11 day of Oct A.D. 1965
at 8:00 o'clock A. M., and recorded in
Book 23 of misc on page 527
Clyde Judd
County Clerk
By Zeta Woods
Deputy