

2016001578

HOLT COUNTY, ss
Mo. 7 Day 26 20 16
At 10:45 O'Clock A M Recorded
In book 100 of 113
Page 741
CATHY PAVAL, County Clerk
Cathy Paval CHIEF CLERK

NIORARA VALLEY ELECTRIC MEMBERSHIP CORPORATION, PO BOX 60, O'NEILL, NE 68763

AGREEMENT FOR ELECTRICAL SERVICE - W.O. #14628 - IRRIGATION WELL #871

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for **ELKHORN RIVER HOLDINGS, LLC**, individually or jointly, agree to pay to NIOBRARA VALLEY ELECTRIC MEMBERSHIP CORPORATION, (hereinafter called the Cooperative), O'Neill, NE, the minimum amount of **\$43.50** per connected horsepower annually (**\$43.50 x 109 HP**) or **\$4,741.50** for a period of **seven (7) years** and thereafter until cancelled by either party giving 90 days' notice in writing. For the above consideration, the Cooperative will make available electric service to a point of delivery to operate the Irrigation system. The above minimum payments are to be made annually whether or not any use is made of the electric service. The electric service will be furnished at the appropriate rate schedules and the above minimum payments will apply toward payment of those electric bills, and in any event, the above stated annual payments shall be due December 31st in each year of service and shall be delinquent January 1st of the year following.

The undersigned agrees that all costs of overhead or underground facilities from the Cooperative's point of delivery to the irrigation pump shall be the obligation of the owner.

To secure payment of the aforesaid sums, and to secure the performance of all the covenants and conditions of this agreement and any other agreements between the parties hereto, the undersigned hereby grant, bargain and convey all of the undersigned's estate, right, title and interest in and to the following described real estate, whether now owned or hereafter acquired, to wit: **The Southeast Quarter (SE ¼) of Section Twenty-Six (26) Township Twenty-Nine (29) North and Range Eleven (11) West of the 6th P.M., Holt County, Nebraska; PID #450564600;**

Upon payment by the undersigned of all obligations set forth herein, this conveyance of security interest shall cease and terminate and the above pledged and conveyed property shall revert to the undersigned and the estate, right, title and interest of the Cooperative shall thereupon cease, terminate and become void.

Upon failure of the undersigned to pay any amounts due herein when due, then all remaining debt secured hereby shall become due and payable without further notice at the election of the Cooperative and the lien created herein may thereupon be foreclosed immediately. That any heirs, successors or assigns shall be bound by this agreement, and the obligation created hereby shall be personal to the undersigned and not contingent upon the continued ownership use or control of the premises.

When this agreement is accepted by the Cooperative, it agrees to construct, maintain and operate an electric transmission line to make electrical service available to the above described premises and to furnish electric service as per its rules, regulations and rate schedules for irrigation service. It is further understood that all poles, wires and appurtenances installed by the Cooperative shall remain the property of the corporation and that necessary right of way is provided to the corporation for its purposes.

The undersigned hereby covenant that they are the owners of the above described lands and that said lands and real estate are free and clear of encumbrances and liens of whatsoever character, except those held by the following person(s) or entities, to wit: N/A

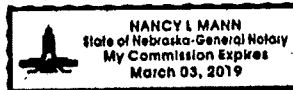
Failure of the undersigned to fully and accurately disclose the nature and existence of any existing liens and encumbrances on the premises shall be cause for the Cooperative to decline to provide service, or if already providing such service, to cease and desist in the provision of such electrical service at the sole discretion of the Cooperative.

IN WITNESS OF THE ABOVE, the undersigned have set their hands this 23rd day of March, 20 16.

STATE OF Nebr.)
COUNTY OF York)
BY: *Doret Duhon*
ELKHORN RIVER HOLDINGS LLC

The foregoing Agreement for Electric Service was acknowledged before me this 23rd day of

March, 20 16, by *Doret Duhon*



Nancy L. Mann
Notary Public