

STATE OF NEBRASKA

FILED FOR RECORD

HOLT COUNTY, NE

No. 7 Day 7 2015

At 2:30 O'Clock P M Recorded

In book 99 of Pages

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CATHY PAVEL, County Clerk

CHIEF CLERK

2015001393

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

AGREEMENT FOR ELECTRICAL SERVICE - W.O. #14434 - IRRIGATION WELL NO. 860

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for ELKHORN RIVER FARMS, 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 115 HP) or \$5,002.50 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 31<sup>st</sup> in each year of service and shall be delinquent January 1<sup>st</sup> 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 Southwest Quarter (SW ¼) of Section Nineteen (19) Township Twenty-Nine (29) North and Range Ten (10) West of the 6<sup>th</sup> P.M., Holt County, NE; Part of PID #450008400;

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:

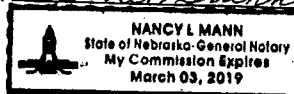
Failure of the undersigned to fully and accurately disclose the nature and existence of any existing liens and encumbrances on the premises shall be cause for the Cooperative to decline to provide service, or if already providing such service, to cease and desist in the provision of such electrical service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

IN WITNESS OF THE ABOVE, the undersigned have set their hands this 17<sup>th</sup> day of March, 2015.

STATE OF Nebr. )  
COUNTY OF Grant )

ELKHORN RIVER FARMS  
BY: Garret Druehn

The foregoing Agreement for Electric Service was acknowledged before me this 14<sup>th</sup> day of March, 2015, by Garret Druehn



Nancy Mann  
Notary Public