

RECORDED 07-26-2012 12:50 PM
FEE: \$36.50

CLERK & REG OF DEEDS
DAVID DOWLING
CEDAR COUNTY, NE

SUBMITTED BY: Cedar-Knox Public Power District
ELECTRONICALLY RECORDED BY: LD

BOOK 60 PAGE 35

CEDAR-KNOX PUBLIC POWER DISTRICT

RIGHT OF WAY EASEMENT

George G. Pick, also known as George Gus Pick, a single person, hereinafter "Grantor", in consideration of value paid by CEDAR-KNOX PUBLIC POWER DISTRICT, Hartington, Nebraska, a political subdivision of the State of Nebraska, hereinafter, "Grantee", the adequacy and receipt whereof and, hereby acknowledge, hereby grants and conveys to CEDAR-KNOX PUBLIC POWER DISTRICT, its successors and assigns, the rights as set forth herein, under and across those portions of the real estate owned by Grantor situated in Cedar County, Nebraska, legally described on Exhibit "A" attached hereto (the "Grantor Property") that are herein identified as the "Easement Areas".

Grantor previously executed and there is recorded against a portion of the Grantor Property an Easement to Grantee dated October 10, 1991, and recorded in Book 46 at Page 293 of the Records of Cedar County, Nebraska (the "Existing Easement").

There is also recorded against a portion of the Grantor Property, an Easement granted by William H. Pick, Jr., dated October 10, 1991 and recorded in Book 46 at Page 292 of the Records of Cedar County, Nebraska (the "William H. Pick Easement").

Grantor and Grantee have reached agreement and are entering into this Agreement to memorialize the following matters:

- (i) The location and terms of an easement from Grantor to Grantee for the installation and maintenance of underground electrical transmission lines and related facilities and improvements across a portion of the Grantor Property;
- (ii) The terms on which Grantee will extend underground power service to a proposed new house to be constructed by Grantor on a portion of the Grantor Property (the "New House"); and
- (iii) The release of the Existing Easement and the partial release of the William H. Pick Easement as it applies to the Grantor Property.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to Grantee, without warranty, a non-exclusive perpetual easement (the "Easement") over and upon those portions of the Grantor Property as described and depicted on Exhibit "B-1" and "B-2" attached hereto and over the Grantor's Property as reasonably necessary to extend service lines to service Grantor's resident and irrigation equipment as generally depicted on Exhibit "C" attached hereto (the "Easement Areas") for the excavation of, installation, construction, maintenance, operation and inspection of underground and/or overhead electric transmission lines, and pad mounted or pole mounted transformers, electric service lines and installations, together with reasonable protection therefore and including reasonable access to and from public right-of-way across the Grantor Property to access the Easement Areas.
2. The Easement granted in Section 1 of this Agreement shall include the right to clear away trees and brush within the Easement Areas as necessary and appropriate to install, construct, maintain, operate and inspect Grantee's improvements, provided, however, Grantee shall have the obligation to restore the surface of the land as reasonably possible. Grantee further agrees: (i) that the primary access across the Grantor Property for Grantee to service the 480 volt line and Northwest transformer as shown on Exhibit "C" shall be across the creek levee, provided if the levee is in disrepair or the conditions do not otherwise permit travel across the levee, access shall be permitted across the "private roadway" as shown on Exhibit "C"; and (ii) to provide reasonable notice of its intention to access Grantor Property, except in emergency situations. However, Grantee shall have the right to ingress to and from such right-of-way and any transmission and/or distribution lines for all purposes related to the maintenance, upkeep, construction, repairs or reconstruction of the lines and all related equipment. Grantee shall have the right to mark the location of said lines by suitable markers in the ground, or in fence lines.
3. In consideration of the Easement granted herein, in the event that Grantor constructs the New House, Grantee agrees to construct and maintain a service line, transformer and related improvements to extend underground power from the existing service line on the Grantor Property to the New House, consistent with Grantee's policies and procedures. Grantor agrees to grant to Grantee an easement across that portion of the Grantor Property as necessary for the installation and maintenance of the power extension to the New House.
4. Upon recording of this Agreement, the Existing Easement shall terminate and shall be of no further force and effect and the William H. Pick Easement shall be deemed released to the extent that it encumbers the Grantor Property.
5. The provisions of this Easement, including the benefits and burdens, shall run with the land and shall inure to the benefit of the Grantor and Grantee. This Agreement may be amended, modified, or terminated only by written agreement of Grantee and the owner of that portion of the Grantor Property encompassed by the Easement Areas.
6. Grantee acknowledges that this easement shall revert to Grantor in case of removal or abandonment of said lines or equipment.

7. Grantor, or their heirs or assigns, shall have the right to the full use and enjoyment of said premises, which will not interfere with Grantee's use and enjoyment of the rights granted herein; provided however, that Grantor shall not erect or construct any building or other structure within said easement. In addition, Grantor shall not drill or operate any well over or near the lines or electric structures in such a manner as to endanger or to be endangered by the electric installations, or to interfere with the operation thereof. Grantor shall not plant any trees within said easement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon recording with the Recorder's Office of Cedar County, Nebraska.

George G. Pick
George G. Pick a/k/a George Gus Pick

CEDAR-KNOX PUBLIC POWER DISTRICT,
Hartington, a Nebraska public corporation

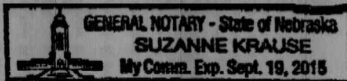
By: Daniel Leise
Title: General Manager

STATE OF NEBRASKA)
) S.S.
COUNTY OF CEDAR)

The foregoing instrument was acknowledged before me this 10th day of July, 2012, by George G. Pick a/k/a George Gus Pick.

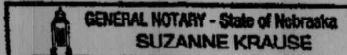
Suzanne Krause
Notary Public

STATE OF NEBRASKA)
) S.S.
COUNTY OF CEDAR)



The foregoing instrument was acknowledged before me this 10th day of July, 2012, by Daniel Leise as Manager of CEDAR-KNOX PUBLIC POWER DISTRICT, Hartington, a Nebraska public corporation, for and on behalf of the corporation.

Suzanne Krause
Notary Public



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EXHIBIT "A"

GRANTOR PROPERTY

The land referred to is situated in the State of Nebraska, County of Cedar and is described as follows:

Parcel 1:

The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) and the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 22, Township 31 North, Range 1 East of the 6th P.M., Cedar County, Nebraska.

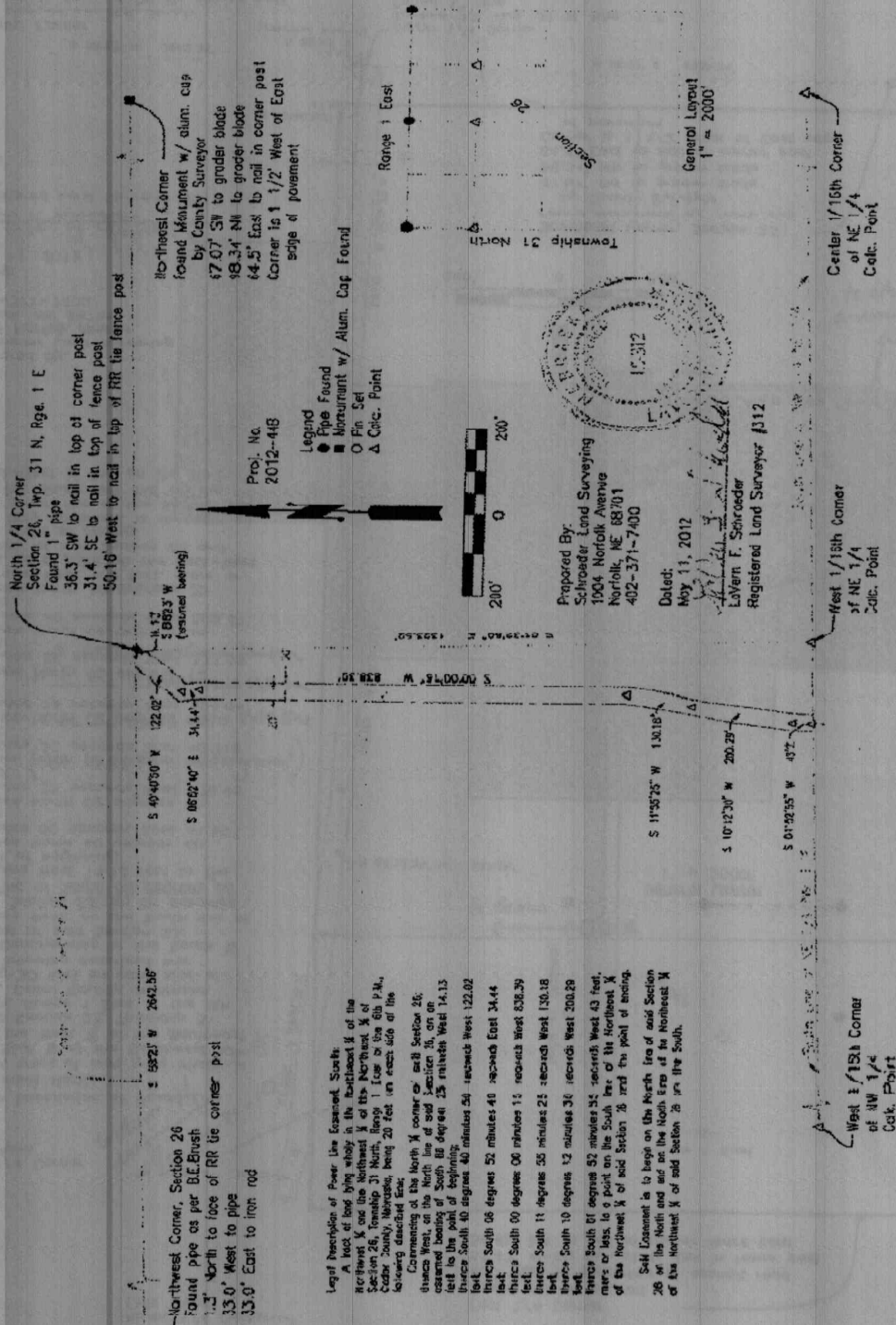
Parcel 2:

The South Half (S $\frac{1}{2}$) of Section 23, Township 31 North, Range 1 East of the 6th P.M., Cedar County, Nebraska, except that part conveyed to the State of Nebraska by Warranty Deed recorded in Book 81 at Page 207.

Parcel 3:

The Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 26, Township 31 North, Range 1 East of the 6th P.M., Cedar County, Nebraska.

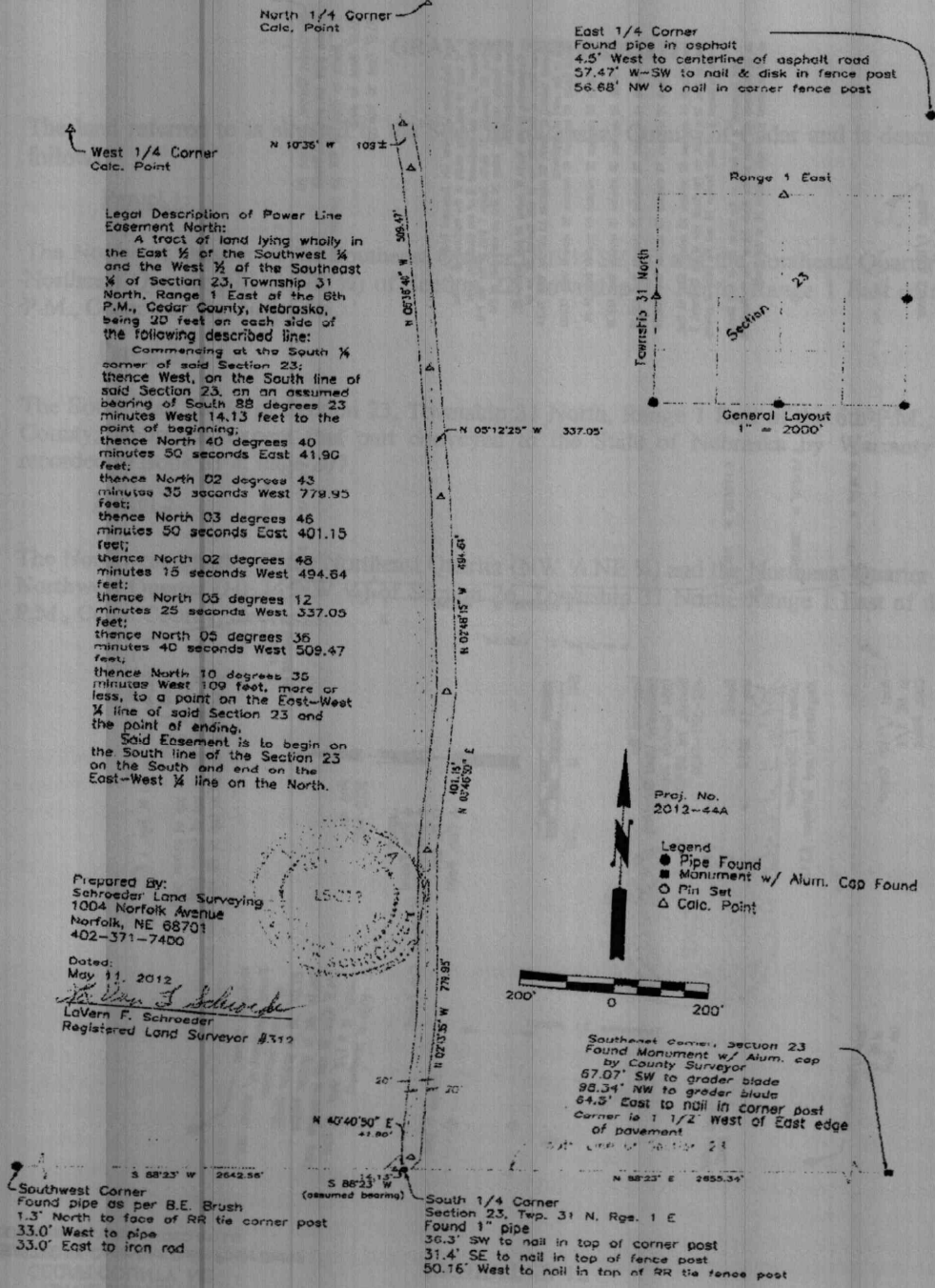
EXHIBIT "B-1"



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EXHIBIT "B-2"



RECORDED

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EXHIBIT "C" SUBMITTED BY: Cedar-Knox Public Power District
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