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Submitted Electronically by: Elkhorn Rural Public Power District	

02850 ✓

THE STATE OF NEBRASKA }
MADISON COUNTY } SS

This instrument filed for record
the 27 day of June 2017
at 11:15 AM and recorded in
Book 2017 Page 02850

Nancy J. Elton

Register of Deeds

Elkhorn Rural Public Power District
PO Box 310, Battle Creek, NE 68715

RIGHT-OF-WAY EASEMENT (DISTRIBUTION)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) Colby 2016, LLC for a good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant unto the Elkhorn Rural Public Power District, a public corporation, hereinafter called the "District", whose post office address is PO Box 310, Battle Creek Nebraska, 68715, and to its successors or assigns, a perpetual easement and right to enter upon the lands of the undersigned situated in the County of MADISON, State of Nebraska, and more particularly described as follows:

A RIGHT-OF-WAY TEN FEET (10') WIDE LOCATED WITHIN THE FOLLOWING DESCRIBED PROPERTY:

TRACT OF LAND WITHIN LOT 6 OF FIELDEN J. HALE'S SUBURBAN LOTS TO THE VILLAGE OF BATTLE CREEK, MADISON COUNTY, NEBRASKA IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 2 WEST OF THE 6TH PRINCIPAL MERIDIAN, MADISON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 2 WEST OF THE 6TH PRINCIPAL MERIDIAN, MADISON COUNTY, NEBRASKA; THENCE S 01°08'06" E ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 A DISTANCE OF 660.91'; THENCE N 89°09'56" E A DISTANCE OF 72.28' TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 121 BEING THE POINT OF BEGINNING ; THENCE N 89°09'56" E ALONG THE NORTH PROPERTY LINE A DISTANCE OF 240.00'; THENCE S 00°50'04" E ALONG THE EAST PROPERTY LINE A DISTANCE OF 180.00'; THENCE S 44°14'24" W ALONG THE EAST PROPERTY LINE A DISTANCE OF 148.00'; THENCE N 51°49'43" W ALONG THE SOUTH PROPERTY LINE A DISTANCE OF 174.00' TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 121; THENCE N 00°50'04" W ALONG THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 121 A DISTANCE OF 175.00' TO THE POINT OF BEGINNING; SAID TRACT CONTAINS 1.27 ACRES (55403.8 SQUARE FEET) MORE OR LESS.

Said Right-of-Way and underground line shall start at West edge of the private property directly East of the existing power pole located approximately seven feet (7') North of the SW corner of the above described property, and continue One-hundred Eighty-five feet (185') to Southeast corner of building approximately twenty-five feet (25') South of building. Underground line will be in pipe at approximate depth of ten to twelve feet (10'-12') deep with a minimum of ten feet (10'). Upon installation of the underground line, this easement will be limited to five foot (5') spacing either side of center line of said underground line, and shall not include any portion of the building.

The undersigned agrees and acknowledges that this right-of-way easement grants the District the right of reasonable access to said right-of-way to install, construct, repair and replace all poles, wires, fixtures, and other ancillary lines, equipment, and devices for an electric transmission and(or) distribution line or system that the District may from time to time deem advisable, including, but not limited to, the right to increase or decrease the number of conduits, wires, cables, connection boxes, transformers, and transformer enclosures. This right-of-way easement also permits the District to cut, trim, and control the growth by chemical means, machinery, or otherwise, of trees and shrubbery located within 5 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system; to keep the easement clear of all buildings, structures, or other obstructions, and to license, permit, or otherwise agree to the joint use or occupancy of the line, system, or if any of said system is placed underground, of the trench and related underground facilities, by any other person, association, or corporation for electrification or communication purposes for services provided by or through the District, its agent, assigns, or tenants upon the above-described lands.

The District also agrees to pay to the Grantor or Lessee, as their interest may appear, for any reasonable claims of damage to personal property, fences, livestock, and to growing crops, resulting from the survey, construction, operation, maintenance, inspection, repair, removal, alterations, relocation, and reconstruction of electric line. 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.

In the event the District removes the transmission and/or the distribution line for any reason other than repair or replacement, said easement shall terminate after a period of five (5) years.

The undersigned covenant that they are the owners of the above-described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons or entities: _____

IN WITNESS WHEREOF, the undersigned have set their hands this 21st day of March, 2017

[Signature]

Signature

Signature

Tyler Oliver, Member

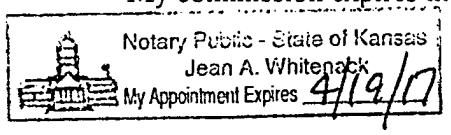
Printed Name & Title of Colby 2016, LLC

Printed Name & Title

STATE OF Kansas
COUNTY OF Johnson) ss.

On this 21st day of March, 2017, before me, the undersigned, a notary public, duly commissioned and qualified for and in said county and state, personally came: Tyler Oliver, Member of Colby 2016, LLC to me known to be the identical person(s) described and who executed the foregoing instrument as Grantor or Grantors, and who acknowledged the execution of the same to be his/her voluntary act and deed for the purposes therein set forth.

Witness my hand and notary seal the day and year last above written.
My commission expires the 19th day of April, 2017.



[Signature] ***

Notary Public