Pages 31_Doc Tax \$EX #	84-6	56-7 96-5	2015- 0996
Fee Amt \$ 190.00 Ck Pd \$ 190.00 Cash PD \$ Refund \$ Paid by #326 TITLE Ck # 3899 Ck # CUSTOMER CHG CODE RETURN TO #326 TITLECORE 1640 NORMANDY CT STE C LINCOLN, NE 68512	TRACT INDEX 159 COMPUTER D COMPARED A PAGED	Numerical Index an 9TH day at 9:15 o'cloc INSTRUMENT NO	Gage County ss. Entered in ad filed for record the of

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement") is made and entered into this
day of February , 2015 (the "Effective Date"), by and among HARLAN E.
SCHMIDT, Trustee of the Harlan E. Schmidt Revocable Trust, HARLAN E. SCHMIDT,
Trustee, CHARLES E. SCHMIDT, Trustee of the Wilma M. Schmidt Revocable Trust,
CHARLES E. SCHMIDT, Trustee of the Charles E. Schmidt Revocable Trust dated January 15,
2015, CRAIG E. SCHMIDT and RACHELLE A. SCHMIDT, husband and wife, and JANICE
P. SCHMIDT, Trustee of the Janice P. Schmidt Revocable Trust dated January 15, 2014
(collectively, "Grantor"), whose address is
, and VOLKSWIND NEBRASKA LAND HOLDINGS LLC, a Nebraska
limited liability company ("Grantee"), whose address is 205 SE Spokane Street, Suite 300,
Portland, Oregon 97202. Each of Grantor and Grantee is sometimes referred to as a "Party" and
collectively as the "Parties."

- A. Grantor is the owner of that certain real property located in Gage County, Nebraska, consisting of approximately 1.789.76 acres, as more particularly described on the attached Exhibit A and incorporated herein by this reference (the "Property").
- B. Grantor and Grantee have entered into that certain Wind Energy Ground Lease Agreement of even date herewith with respect to the Property (the "Lease").
- C. The Parties are willing to enter into the Lease subject to and conditioned upon the Parties simultaneously executing and filing in the applicable county real estate records, this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. <u>General Wind Easement</u>: Subject to the terms and provisions of the Lease, Grantor hereby grants to Grantee an exclusive easement (i) to use the Property for all Wind Energy Purposes, (ii) to convert all of the wind resources of the Property, and (iii) to insure the undisturbed flow of wind across the Property other than any disturbance caused by Grantee's use of the Property. For purposes of this Agreement, "<u>Wind Energy Purposes</u>" means: wind resource evaluation, wind energy development, conversion of wind energy into electrical energy,

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collection and transmittal of the electrical energy converted from wind energy from a utility-scale wind energy project on the Property (the "Project"), together with any and all activities related thereto, including, without limitation, (A) determining the feasibility of wind energy conversion on the Property, including studies of wind speed, wind direction and other meteorological data and extraction of soil samples, and archeological, environmental and similar studies; (B) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, any Windpower Facilities (as defined in the Lease) and any Transmission Facilities (as defined in the Lease) on the Property; and (C) undertaking any other activities, whether accomplished by Grantee or a third party authorized by Grantee, including any media, research, development, demonstration or compliance (including compliance with all applicable laws) activities related to any Windpower Facilities, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing.

- **Term**. The term of this Agreement shall commence on the Effective Date and shall continue initially for a period of five (5) years (the "Evaluation Period"), as such Evaluation Period may be extended for an additional five (5) years in accordance with the terms and provisions of the Lease. If Grantee or its successors or assigns (i) installs one or more wind turbines on the Property, and any such wind turbine generates electricity in commercial quantities during the Evaluation Period, then this Agreement shall automatically be extended for the Operating Term of thirty (30) years (the "Operating Term"). Notwithstanding any other provision of this Agreement or the Lease (including any Mortgagee or Assignee protections provisions therein), if the Evaluation Period of this Agreement expires and the Operating Term has not yet commenced, this Agreement and the Lease will terminate at the end of the Evaluation Period. The Evaluation Period and the Operating Term may be referred to collectively as the "Term." Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Evaluation Period upon thirty (30) days' written notice to Grantor. This Easement shall be subject to such other termination rights of the Parties and other terms and conditions as are stated in the Lease. The term of this Agreement shall be coterminous with the Lease. A termination of the all or part of the Lease, as provided in the Lease, will terminate the corresponding portion of this Easement Agreement.
- 3. Restricted Uses During Evaluation Period. Notwithstanding anything contained herein or in the Lease to the contrary, during the Evaluation Period, but prior to Grantee entering a contract for construction of any portion of the Project Grantee's permitted activities shall be limited to the following: extracting soil samples, performing geotechnical tests, and conducting such other tests, studies, surveys, inspections, and analysis on the Property as Grantee deems necessary, useful, or appropriate, as well as constructing, erecting, installing, reinstalling, replacing, relocating, and removing from time to time meteorological and wind measuring equipment, including but not limited to anemometer towers and all necessary and proper appliances and fixtures for use in connection with said towers, to determine the feasibility of wind energy conversion on the Property, on adjacent property, or elsewhere.
- 4. <u>Site Plan</u>. A copy of a preliminary site plan for the proposed installation and operation of Windpower Facilities on the Property is attached hereto as <u>Exhibit B</u> and incorporated herein by this reference (the "<u>Site Plan</u>"). Notwithstanding anything in this Agreement to the contrary, Grantee shall be entitled to amend and modify the Site Plan from time to time related to the location and relocation of the Windpower Facilities and Transmission

Facilities, provided that Grantee shall submit a revised Site Plan to Grantor for approval, subject to and in accordance with the terms and provisions of the Lease. Grantee shall finalize the Site Plan, and such final Site Plan will replace the preliminary Site Plan attached hereto as Exhibit B. Grantor hereby consents to Grantee filing such revised Exhibit B of record in the applicable county records and agrees to be bound thereby.

- 5. Additional Easements. Subject to the terms and provisions of the Lease, Grantor hereby grants and conveys to Grantee and its successors and assigns (i) the exclusive easement in, on, over, above, under, through and across the Property for the right to convert all of the wind resources found on the Property and (ii) a nonexclusive easement for ingress to and egress from the Property, and for the transmission of electricity produced by the Project on, over, and across the Property, as more particularly described in this Agreement, for the purposes described herein and in the Lease (collectively and together with the rights granted in Section 1, the "Easements"), including but not limited to the following:
- 5.1 <u>Turbine Site Easement</u>. Subject to the terms and provisions of the Lease, Grantor grants to Grantee an exclusive easement for the construction, installation, operation, maintenance, repair and replacement (from time to time) of wind turbines and related equipment and facilities on those portions of the Property identified as "Turbine Sites" on the Site Plan, and the exclusive right to construct and operate crane pads, access roads, and parking areas on each such Turbine Site (the "<u>Turbine Site Easement</u>").
- 5.2 Access Easement. Subject to the terms and provisions of the Lease, Grantor grants to Grantee a nonexclusive easement in, on, over, above, under, through and across the Property for vehicular and pedestrian access, ingress and egress to, from and over and across those portions of the Property identified as "Access Roads" on the Site Plan, for purposes related to or associated with Windpower Facilities installed or to be installed on the Property, on adjacent property or elsewhere; which, without limiting the generality of the foregoing, shall entitle Grantee to construct, use and improve any existing and future roads and access routes (i) from time to time located on or providing access to the Property, (ii) across any other property owned by Grantor, and (iii) across any access routes over which Grantor has the right to travel.
- 5.3 <u>Transmission Facilities Easement</u>. Subject to the terms and provisions of the Lease, Grantor grants to Grantee an easement on, over, under, and across the Property for the construction, installation, operation, maintenance, repair, replacement, relocation, and removal from time to time of Transmission Facilities as depicted on <u>Exhibit B</u> (the "<u>Transmission Easement</u>"). Transmission Facilities located on the surface of the Property shall be limited to junction boxes, splice boxes, and other equipment required by technical constraints to be located on the surface of the land for the transmission of electricity created by the Project. All underground Transmission Facilities shall be buried no fewer than forty (40) inches below the surface of the Property except with the prior written consent of Grantor.
- 5.4 <u>Overhang Easement</u>. Subject to the terms and provisions of the Lease, Grantor acknowledges and agrees that the sweep of rotor blades from wind turbines located on adjacent properties may extend into and overhang the Property. Grantor hereby grants to Grantee an easement for the overhang of rotor blades from each wind turbine located on adjacent

properties, if any, the sweep of which extends into and over the Property in those locations identified as the "Overhang Areas" on Exhibit B.

- 5.5 <u>Construction Laydown Easement</u>. Subject to the terms and provisions of the Lease, Grantor grants to Grantee the right to use a portion of the Property as a construction laydown area (the "<u>Construction Laydown Area</u>"), which Construction Laydown Area shall be as described and depicted on the attached <u>Exhibit B</u>, for certain construction work, including but not limited to the storage of equipment and materials for the construction of the Windpower Facilities, the staging of construction work on the Windpower Facilities, and the construction of the Windpower Facilities, whether such Windpower Facilities shall be installed and operated on the Property or in the vicinity of the Property (the "<u>Construction Laydown Easement</u>"). The Construction Laydown Easement includes, but is not limited to, the right of pedestrian and vehicular ingress to and egress from the Construction Laydown Area.
- 5.6 Wind Easement. Subject to the terms and provisions of the Lease, Grantor hereby grants to Grantee an exclusive easement for the free flow of wind over and across the Property. Without limiting the generality of Section 7 below, any obstruction to the free flow of wind by Grantor or persons other than Grantee, its successors or assigns, or persons claiming through or under Grantee, its successors or assigns, is prohibited throughout the entire area of the Property, which shall consist horizontally from any point where any Windpower Facilities are or may be located at any time or from time to time to the boundaries of the Property, together vertically through all space above the surface of the Property to a height of six hundred (600) feet. Notwithstanding the foregoing, Grantor may construct structures or other improvements on the Property as follows: (i) fences and gates that do not exceed a height of eight feet (8') ("Permitted Fences") and (ii) any structure, tree or other improvement that does not exceed a height of seventy-five feet (75'), so long as such structure, tree, or improvement is located at least one thousand feet (1000') from the base of any wind turbine installed or proposed to be installed by Grantee on the Property or any adjacent property. No structure, improvement, or tree, other than Permitted Fences, may be located within one thousand feet (1000') of any wind turbine constructed by Grantee on the Property. Upon thirty (30) day prior written notice to Grantor, Grantee shall have the right to remove any structure or tree that exceeds seventy-five feet (75') in height or that is installed, constructed, or planted within one thousand feet of any wind turbine. Grantee shall not remove any tree, structure, or improvement located on the Property as of the Effective Date. Nothing contained in this Section 5.6 will restrict any activity of any kind or nature on property owned by Grantor but not subject to this Agreement.
- Grantor hereby grants to Grantee a noise easement for the right and privilege to generate and maintain audible noise levels in excess of fifty-five (55) db(A) on and above the Property up to but not including the outer wall of each residence on the Property occupied as of the Effective Date at any or all times of the day or night (the "Noise Easement"). In the event that noise levels from any wind turbine located on the Property exceed fifty-five (55) db(A) at the outer wall of any residence located on the Property occupied as of the Effective Date more than five percent (5%) of the hours in any calendar month, as measured by an independent professional using commonly accepted noise measurement instruments and standards, then Grantee shall take commercially reasonable actions to reduce noise levels at any such outer wall to fifty-five (55) db(A), which measures may include, in Grantee's sole discretion, installing landscaping,

insulation, or sound barriers at agreed locations on the Property or adjacent properties. This Noise Easement shall burden the Property and benefit the Project Site, as depicted on Exhibit B.

- 5.8 Shadow Easement. Subject to the terms and provisions of the Lease, Grantor grants Grantee an easement on, over, and across the Property to cast shadows from any Windpower Facilities installed on the Property or elsewhere, including but not limited to wind turbine towers and rotor blades, onto and across the Property. Without limiting the generality of the foregoing, Grantee shall consult with Grantor on the location of all Windpower Facilities to minimize any adverse effects on the Property and occupied residences located on the Property.
- 5.9 <u>Met Tower Site Easement</u>. Subject to the terms and provisions of the Lease, Grantor grants Grantee an easement for the construction, installation, and operation of one or more anemometer towers, meteorological measuring devices, facilities, and equipment (each, a "<u>Met Tower</u>") including but not limited to Transmission Facilities, on each portion of the Property identified as a "Met Tower Site" on the attached <u>Exhibit B</u>.
- 6. <u>Covenant Not to Transfer</u>. Grantor agrees that it shall have no right at any time while this Agreement or the Lease remains in effect to reserve, assign, transfer, or convey any "wind rights," howsoever named, relating to the Property, this Agreement, the Lease, or as to the free flow of wind over the Property or the right to convert the wind resources of the Property, such wind rights being expressly granted to Grantee in this Agreement and the Lease.
- Grantor agrees that Grantee shall have the exclusive right to convert all of the wind resources of the Property. Grantor's activities and the exercise of any rights granted by Grantor to any person or entity, to conduct activities on the Property, shall at no time unreasonably impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement or removal of Windpower Facilities, whether located on the Property or elsewhere; (ii) the flow of wind, wind speed, or wind direction over and across the Property except for structures specifically permitted in accordance with Section 5.6 of this Agreement; (iii) access over the Property to Windpower Facilities, whether located on the Property or elsewhere; or (iv) the undertaking of any other activities of Grantee permitted under this Agreement. In no event during the term of this Agreement shall Grantor construct, build or locate, or allow others to construct, build, or locate, wind energy conversion systems, any wind turbines or similar projects on the Property.
- 8. <u>Successors and Assigns</u>. This Agreement and the Lease shall burden the Property and shall run with the land. This Agreement and the Lease shall inure to the benefit of and be binding upon Grantor and Grantee and to the extent provided in any assignment or other transfer in accordance with the Lease, any Assignee and its respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Grantee in this Agreement and references to Lessee in the Lease, as applicable, shall be deemed to include Assignees that hold a direct ownership interest in this Agreement and/or the Lease, as applicable, and actually are exercising rights under this Agreement and/or the Lease, as applicable, to the extent consistent with such interest, and for the purposes of binding such Assignees to this Agreement and/or the Lease, as applicable. The Parties acknowledge and agree that Grantor has the right to sell, convey, or otherwise transfer all or any portion of the Property and all or any

portion of Grantor's contractual rights to receive payments under this Agreement; provided, however, Grantor agrees that it shall have no right at any time while this Agreement or the Lease remains in effect to reserve, assign, transfer or convey any "wind rights," howsoever named, relating to the Property, this Agreement, or as to the free flow of wind over the Property or the right to convert the wind resources of the Property, such wind rights being expressly granted to Grantee in this Agreement. Grantor shall provide written notice to Grantee of any sale, conveyance, or other transfer of the Property or any portion thereof or interest therein, and the manner in which any payments hereunder have been allocated as between Grantor and such transferee. In the absence of any such notice of transfer or allocation, Grantee shall have the right to continue to make payments under the Lease to the party named for Grantor, or to allocate payments hereunder among Grantor parties as Grantee shall determine, in its sole discretion, pending receipt of any contrary written instructions from the party named for Grantor in accordance with the Lease.

- 9. <u>Partial Invalidity</u>. Should any provision of this Agreement be held in a final and unappealable decision by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect and unimpaired by the court's holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the term of this Agreement be longer than the longest period permitted by applicable law.
- 10. <u>Recordation</u>. The Grantor and Grantee agree that, upon execution by both Parties, this Agreement shall be recorded in real estate records of Gage County, Nebraska, so that third parties have notice of this Agreement and otherwise to comply with applicable law.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the above date.

GRANTOR:

Harlan É. Schmidt, Trustee of the Harlan E. Schmidt Revocable Trust

Harlan E. Schmidt, Trustee

Charles E. Schmidt, Trustee of the Wilma

M. Schmidt Revocable Trust

Charles E. Schmidt, Trustee of the Charles E Schmidt Revocable Trust dated January 15, 2014 **GRANTEE:**

VOLKSWIND NEBRASKA LAND HOLDINGS LLC, a Nebraska limited liability company

By: Volkswind USA Inc., a Delaware corporation, Managing Member

By: _____

Jeffrey Wagner, President

Craig E. Schmidt

Rachelle A. Schmidt

Janice P. Schmidt, Trustee of the Janice P. Schmidt Revocable Trust dated January 15,

2014

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STATE OF NEBRASKA
COUNTY OF Lage) ss.
The foregoing instrument was acknowledged before me on this 19th day of Jehnsey, 2015 by Harlan E. Schmidt, Trustee of the Harlan E. Schmidt Revocable Trust. GENERAL NOTARY - State of Nebraska MELISSA K. SAATHOFF My Comm. Exp. March 10, 2015 Notary Public
STATE OF NEBRASKA
COUNTY OF Gage) ss.
The foregoing instrument was acknowledged before me on this Hay of Yebruang, 2015 by Harlan E. Schmidt, Trustee.
GENERAL NOTARY - State of Nebraska MELISSA K. SAATHOFF My Comm. Exp. March 10, 2015 Notary Public
STATE OF NEBRASKA)
COUNTY OF Gage) ss.
The foregoing instrument was acknowledged before me on this 19th day of Jehrnang, 2015 by Charles E. Schmidt, Trustee of the Wilma M. Schmidt Revocable Trust.
GENERAL NOTARY - State of Nebraska MELISSA K. SAATHOFF My Comm. Exp. March 10, 2015 Notary Public
STATE OF NEBRASKA)) ss.
COUNTY OF <u>(Tage</u>)
The foregoing instrument was acknowledged before me on this day of Lebruary, 2015 by Charles E. Schmidt, Trustee of the Charles E. Schmidt Revocable Trust dated January 15, 2014.
GENERAL NOTARY - State of Nebraska MELISSA K. SAATHOFF My Comm. Exp. March 10, 2015 Notary Public My Comm. Exp. March 10, 2015

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STATE OF NEBRASKA	GENERAL NOTARY - State of Nebraska ROGER J OLSON SS. My Comm. Exp. October 4, 2016
COUNTY OF GAGE	My Comm. Exp. October 4, 2016
The foregoing instrument 700, 2015 by Craig E.	was acknowledged before me on this 19 day of Schmidt.
	Notary Public
STATE OF NEBRASKA COUNTY OF FACE	GENERAL NOTARY - State of Nebraska ROGER J OLSON My Comm. Exp. October 4, 2016
The foregoing instrument 7, 2015 by Rachelle	was acknowledged before me on this 19 day of A. Schmidt.
	Notary Public
STATE OF NEBRASKA COUNTY OF Loge	GENERAL NOTARY - State of Nebraska ROGER J OLSON My Comm. Exp. October 4, 2016
	was acknowledged before me on this 19 day of Schmidt, Trustee of the Janice P. Schmidt Revocable Trust Notary Public
STATE OF OREGON, MULTNOMA	AH COUNTY, ss.
Jeffrey Wagner, as the President of Managing Member of Volkswind No company, and was signed on behalf	efore me on this 7 day of March, 2015, by f Volkswind USA Inc., a Delaware corporation, as the ebraska Land Holdings LLC, a Nebraska limited liability of said company by authority of its managers and Jeffrey of this instrument to be the voluntary act and deed of the
NOTARY PUBLIC - OREGON COMMISSION NO. 457264 MY COMMISSION EXPIRES MARCH 30, 2	

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EXHIBIT A of Easement Agreement

Legal Description of Property

All of that real property located in Gage County, Nebraska more particularly described as follows:

PARCEL 1 (Gage Co Parcel #002749000 - 160 AC):

The Northeast Quarter of Section 8, Township 6 North, Range 6 East, of the 6th Principal Meridian, Gage County, Nebraska.

PARCEL 3 (Gage Co Parcel #002629000 - 31.94 AC):

The Northeast Quarter of the Northeast Quarter of Section 12, Township 6 North, Range 6 East of the 6th Principal Meridian, Gage County, Nebraska.

EXCEPT a tract of land described as beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter of said Section 12;

Thence West 650 feet;

Thence South 475 feet;

Thence East 650 feet;

Thence North 475 feet to place of beginning

AND EXCEPT that portion deeded to The County of Gage, Nebraska, through Deed recorded in Deed Book 189, Page 555 of the Gage County Register of Deeds Office, Nebraska.

<u>PARCEL 4 (Gage Co Parcel #'s 004676000 - 40.61 AC, 00452700 - 40.87 AC, 004528000 - 80 AC):</u>

The Northeast Quarter of Section 6, Township 6 North, Range 7 East of the 6th Principal Meridian, Gage County, Nebraska.

PARCEL 5 (Gage Co Parcel #002668000 - 80 AC):

The Northwest Quarter of Section 17, Township 6 North, Range 6 East, of the 6th Principal Meridian, Gage County, Nebraska.

EXCEPT the following described tracts:

<u>Tract 1:</u> Commencing at the Northwest corner of said Section 17;

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Thence on the West line of the Northwest Quarter of said Section 17, on an assigned bearing of South 00 Degrees 00 minutes 00 seconds West, a distance of 174.96 Feet to the point of beginning;

Thence North 90 Degrees 00 minutes 00 seconds East, a distance of 33.00 Feet;

Thence South 60 Degrees 41 minutes 04 seconds East, a distance of 181.24 Feet;

Thence South 55 Degrees 50 minutes 18 seconds East, a distance of 220.11 Feet;

Thence South 63 Degrees 53 minutes 25 seconds East, a distance of 66.58 Feet;

Thence South 80 Degrees 03 minutes 32 seconds East, a distance of 49.02 Feet;

Thence South 00 Degrees 00 minutes 00 seconds West, a distance of 326.90 Feet;

Thence South 90 Degrees 00 minutes 00 seconds West, a distance of 481.23 Feet to a point on the West line of said Northwest Quarter;

Thence on said West line North 00 Degrees 00 minutes 00 seconds East, a distance of 577.00 feet to the point of beginning.

Tract 2: For the purposes of this legal description the North line of the Northwest Quarter of said Section 17, has an assumed bearing of South 89 Degrees 54 minutes 48 seconds East. Beginning at the Northwest corner of said Section 17;

Thence Easterly South 89 Degrees 54 minutes 48 seconds East on the North line of the Northwest Quarter of Section 17, a distance of 481.13 Feet;

Thence Southerly South 00 Degrees 41 minutes 08 seconds West, a distance of 430.22 Feet;

Thence Westerly North 79 Degrees 21 minutes 10 seconds West, a distance of 48.96 Feet;

Thence Northwesterly North 63 Degrees 12 minutes 35 seconds West, a distance of 66.61 Feet;

Thence Northwesterly North 55 Degrees 08 minutes 06 seconds West, a distance of 220.15 Feet;

Thence Northwesterly North 59 Degrees 58 minutes 41 seconds West, a distance of 181.19 Feet;

Thence Westerly North 89 Degrees 19 minutes 05 seconds West, a distance of 32.98 Feet, to a point of intersection on the West line of the Northwest Quarter of Section 17;

Thence Northerly on said West line, a distance of 174.97 Feet, to the true point of beginning.

Tract 3: For the purposes of this legal description the North line of the Northwest Quarter of Section 17, has an assumed bearing of South 89 Degrees, 54 minutes 48 seconds East. Beginning at North Quarter corner of Section 17;

Thence Southerly South 00 Degrees 26 minutes 36 seconds West, on the East line of the Northwest Quarter of Section 17, a distance of 365.74 Feet;

Thence Westerly South 88 Degrees 37 minutes 29 seconds West, a distance of 347.68 Feet;

Thence Southerly South 07 Degrees 25 minutes 26 seconds West, a distance of 180.88 Feet;

Thence Westerly North 89 Degrees 22 minutes 46 seconds West, a distance of 1,774.03 Feet;

Thence Northerly North 00 Degrees 41 minutes 08 seconds East, a distance of 537.49 Feet, to a point of intersection on the North line of the Northwest Quarter of Section 17;

Thence Easterly South 89 Degrees 54 minutes 48 seconds East, on said North line, 2,141.27 Feet, to the true point of beginning.

PARCEL 6 (Gage Co Parcel #002667000 - 80 AC):

The West half of the Northeast Quarter of Section 17, Township 6 North, Range 6 East, of the 6th Principal Meridian, Gage County, Nebraska.

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PARCEL 7 (Gage Co Parcel #004564000 - 77.56 AC):

The West half of the Northeast Quarter of Section 7, Township 6 North, Range 7 East, of the 6th Principal Meridian, Gage County, Nebraska.

EXCEPT that portion deeded to The County of Gage, Nebraska, through Deed recorded in Deed Book 189, Page 555 of the Gage County Register of Deeds Office, Nebraska.

<u>PARCEL 8 (Gage Co Parcel #004571000 – 66.82 AC):</u>

A tract of land in the South Half of the Northwest Quarter of Section 7, Township 6 North, Range 7 East of the 6th Principal Meridian, Gage County, Nebraska;

Referring to the West Quarter Corner of said Section 7;

Thence East along the South line of the Northwest Quarter of said Section 7 on an assumed bearing of North 89 degrees 36 minutes 31 seconds East, a distance of 360.00 feet to the point of beginning;

Thence on a bearing of North 00 degrees 00 minutes 00 seconds East and parallel to the West line of the Northwest Quarter of said Section 7, a distance of 783.00 feet;

Thence on a bearing of South 89 degrees 36 minutes 31 seconds West, a distance of 360.00 feet to a point on the West line of the Northwest Quarter of said Section 7;

Thence on a bearing of North 00 degrees 00 minutes 00 seconds East along the West Line of the Northwest Quarter of Section 7, a distance of 537.18 feet, said point being the Northwest Corner of the South Half of the Northwest Quarter of said Section 7;

Thence on a bearing of North 89 degrees 24 minutes 22 seconds East along the North Line of the South Half of the Northwest

Quarter of said Section 7, a distance of 2,391.71 feet, said point being the Northeast Corner of the South Half of the Northwest Quarter of said Section 7;

Thence on a bearing of South 01 degrees 07 minutes 13 seconds East along the East Line of the South Half of the Northwest Quarter of said Section 7, a distance of 1,328.73 feet, said point being the Southeast corner of the South Half of the Northwest Quarter of said Section 7;

Thence on a bearing of South 89 degrees 36 minutes 31 seconds West along the South Line of the South Half of the Northwest Quarter of said Section 7, a distance of 2,063 .61 feet to the point of beginning;

PARCEL 9 (Gage Co Parcel #004521000 - 82.75 AC)

The North half of the Northwest Quarter of Section 5, Township 6 North, Range 7 East, of the 6th Principal Meridian, Gage County, Nebraska.

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PARCEL 10 (Gage Co Parcel #004678000 - 72.61 AC): Total Leased Area = 61.61 AC

The South Half of the Northwest Quarter of Section 6, Township 6 North, Range 7 East of the 6th Principal Meridian, Gage County, Nebraska.

EXCEPT a parcel of land described as follows:

At a Point of Beginning at the Southwest corner of the Northwest Quarter of Section 6, Township 6 North, Range 7 East, thence north a distance of 300ft along the West parcel line. Thence East a distance of 1600ft. Thence South a distance of 300ft to a point on the south parcel line of the South Half of the Northwest Quarter of Section 6, Township 6 North, Range 7 East. Thence West along the South parcel line to the Point of Beginning. Consisting of an area of approximately 11 acres.

PARCEL 11 (Gage Co Parcel #004677000 - 73.60 AC):

The North Half of the Southwest Quarter of Section 6, Township 6 North, Range 7 East of the 6th Principal Meridian, Gage County, Nebraska

<u>PARCEL 12 (Gage Co Parcel #004679000 – 155 AC):</u> Total Leased Area = 148 Acres

The Southeast Quarter of Section 6, Township 6 North, Range 7 East of the 6th Principal Meridian, Gage County, Nebraska;

EXCEPT: A tract of land located in part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 6 North, Range 7 East of the 6th Principal Meridian, Gage County, Nebraska and more particularly described as follows:

For the purpose of this legal description, the basis of bearings is the South line of the Southeast Quarter of said Section 6, having an assumed reference bearing of South 88 ° 24 ' 58 " West.

Beginning at the Southeast corner of said Section 6;

Thence Westerly South 88 ° 24 ' 58 " West, on the South line of the Southeast Quarter of Section 6, a distance of 360.00 feet;

Thence Northerly North 00 $^{\circ}$ 00 $^{\prime}$ 00 $^{\prime\prime}$ West, a distance of 442 feet;

Thence Northeasterly North 46 ° 58 ' 05 " East, to a point of intersection with the East line of Southeast Quarter, a distance of 492.30 feet;

Thence Southerly South 00 ° 00 ' 00 " East, on the East line of the Southeast Quarter, a distance of 768.00 feet to the true point of beginning.

Also EXCEPT: A tract of land located in part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 6 North, Range 7 East of the 6th Principal Meridian, Gage County, Nebraska and more particularly described as follows:Beginning at the Southwest Corner of the Southeast Quarter of Section 6, Township 6 North, Range 7 East and continuing 1,542 feet along

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the south line of the Southeast Quarter of the Southeast Quarter of Section 6, Township 6 North, Range 7 East to the True Point of beginning;

Thence Northerly North 00 ° 00 ' 00 " East a distance of 430 feet;

Thence Easterly East 00 ° 00 ' 00 " South a distance of 690 feet to a point on the East property boundary;

Thence Southerly South 00 ° 00 ' 00 " West, to a point on the South Line of the Southeast Quarter, a distance of 442 feet;

Thence Westerly South 88 ° 24 ' 58 " West, on the South line of the Southeast Quarter of Section 6, a distance of 690.00 feet to the True Point of Beginning; Consisting of an area of approximately 7 acres

PARCEL 13 (Gage Co Parcel #004680100 - 37.19 AC):

The South Half of the North Half of the Northwest Quarter of Section 6, Township 6 North, Range 7 East of the 6th Principal Meridian, Gage County, Nebraska.

PARCEL 14 (Gage Co Parcel #004563100 - 74.25 AC):

A tract of land located in the Northeast Quarter of Section 7, Township 6 North, Range 7 East of the 6th Principal Meridian, Gage County, Nebraska and more particularly described as follows:

For the purpose of this legal description, the basis of bearings is the East line of the Northeast Quarter of said Section 7, having an assumed reference bearing of South 02 degrees 31 minutes 23 seconds East.

Referring to the Northeast Corner of said Section 7;

Thence Southerly South 02 degrees 31 minutes 23 seconds East on the East line of the Northeast Quarter of said Section 7, a distance of 593.17 feet to the point of beginning;

Thence Westerly South 88 degrees 03 minutes 24 seconds West, a distance of 132.50 feet;

Thence Northwesterly North 64 degrees 47 minutes 03 seconds West, a distance of 213.48 feet;

Thence Northerly North 08 degrees 30 minutes 58 seconds West, a distance of 224.26 feet;

Thence Northerly North 15 degrees 38 minutes 17 seconds East, a distance of 198.15 feet, to a point of intersection on the South line of the Apple Road Right of Way as recorded in the Gage County Register of Deeds, Deed Book 188, Page 685;

Thence Westerly South 87 degrees 36 minutes 27 seconds West, on said South Apple Road Right of Way line, a distance of 370.25 feet to a point;

Thence Westerly South 87 degrees 27 minutes 00 seconds West, on said South Apple Road Right of Way line, a distance of 664.40 feet, to a point of intersection on the West line of the East Half of the Northeast Quarter of said Section 7;

Thence Southerly South 02 degrees 41 minutes 54 seconds East on the West line of the East Half of the Northeast Quarter of said Section 7, a distance of 2,585.39 feet, to the South 16th Corner of the Northeast Quarter of said Section 7;

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Thence Easterly North 87 degrees 50 minutes 39 seconds East, on the South line of the East Half of the Northeast Quarter of said Section 7, a distance of 1,309.85 feet, to the East Quarter Corner of said Section 7;

Thence Northerly North 02 degrees 31 minutes 23 seconds West, on the East line of the Northeast Quarter of said Section 7, a distance of 2081.23 feet, to the True Point of Beginning.

PARCEL 15 (Gage Co Parcel #'s 002672200 - 46.26 AC):

A tract of land in the Northwest Quarter of Section 17, Township 6 North, Range 6 East, of the 6th Principal Meridian, Gage County, Nebraska; more particularly described as follows:

For the purposes of this legal description, the North line of the Northwest Quarter of Section 17, has an assumed bearing of South 89 degrees 54 minutes 48 seconds East.

Beginning at the Northwest corner of said Section 17;

Thence Easterly South 89 degrees 54 minutes 48 seconds East on the North line of the Northwest Quarter of Section 17, a distance of 481.13 feet;

Thence Southerly South 00 degrees 41 minutes 08 seconds West, a distance of 430.22 feet;

Thence Westerly North 79 degrees 21 minutes 10 seconds West a distance of 48.96 feet;

Thence Northwesterly North 63 degrees 12 minutes 35 seconds West, a distance of 66.61 feet;

Thence Northwesterly North 55 degrees 08 minutes 06 seconds West, a distance of 220.15 feet;

Thence Northwesterly North 59 degrees 58 minutes 41 seconds West, a distance of 181.19 feet;

Thence Westerly North 89 degrees 19 minutes 05 seconds West, a distance of 32.98 feet, to a point of intersection on the West line of the Northwest Quarter of Section 17;

Thence Northerly on said West line, a distance of 174.97 feet, to the true point of beginning; AND

(Gage Co Parcel #002672300 - 22.26 AC) *note 2 tracts non-contiguous w/ the same Parcel id# total acres = 22.26

A tract of land located in the Northwest Quarter of Section 17, Township 6 North, Range 6 East of the 6th Principal Meridian, Gage County, Nebraska; more particularly described as follows:

For the purpose of this legal description the North line of the Northwest Quarter of Section 17, has an assumed bearing of South 89 degrees 54 minutes 48 seconds East.

Beginning at North Quarter corner of Section 17;

Thence Southerly South 00 degrees 26 minutes 36 seconds West, on the East line of the Northwest Quarter of Section 17, a distance of 365.74 feet;

Thence Westerly South 88 degrees 37 minutes 29 seconds West, a distance of 347.68 feet;

Thence Southerly South 07 degrees 25 minutes 26 seconds West, a distance of 180.88 feet;

Thence Westerly North 89 degrees 22 minutes 46 seconds West, a distance of 1, 774.03 feet;

Thence Northerly North 00 degrees 41 minutes 08 seconds East, a distance of 537.49 feet, to a point of intersection on the North line of the Northwest Quarter of Section 17;

Thence Easterly South 89 degrees 54 minutes 48 seconds East, on said North line, a distance of 2141.27 feet, to the true point of beginning;

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EXCEPT: A tract of land located on a part of the Northwest Quarter of Section 17, Township 6 North, Range 6 East, of the 6th Principal Meridian, Gage County, Nebraska and more particularly described as follows:

For the purpose of this legal description, the basis of bearings is the North line of the Northwest Quarter of said Section 17, having an assumed reference bearing of South 87 degrees 43 minutes 26 seconds West.

Referring to the North Quarter Corner of said Section 17, said corner also being the Northeast Corner of Tract "c" as surveyed October 27th, 1999 and described in the Gage County Register of Deeds, Instrument Number 2011-1798;

Thence Westerly South 87 degrees 43 minutes 26 seconds West on the North line of the Northwest Quarter of said Section 17 and on the North line of said Tract "C", a distance of 349.95 feet, to the Point of

Beginning;

Thence continuing Westerly South 87 degrees 43 minutes 26 seconds West on the North line of the Northwest Quarter of said Section 17 and on the North line of said Tract "C", a distance of 678.18 feet;

Thence Southerly South 03 degrees 35 minutes 22 seconds East, a distance of 273.47 feet;

Thence Easterly North 89 degrees 20 minutes 25 seconds East, a distance of 238.31 feet;

Thence Southeasterly South 43 degrees 37 minutes 19 seconds East, a distance of 142.57 feet;

Thence Southerly South 09 degrees 08 minutes 24 seconds East, a distance of 165.12 feet, to a point of intersection on the South line of said Tract "C";

Thence Easterly North 88 degrees 16 minutes 02 seconds East on the South line of said Tract "C", a distance of 296.66 feet, to a 3/4" Square Iron marking a Corner of said Tract "C";

Thence Northerly North 05 degrees 04 minutes 10 seconds East on a line of said Tract "C"; a distance of 180.90 feet, to a 3/4" Square Iron marking a Corner of said Tract "C";

Thence Northerly North 02 degrees 16 minutes 34 seconds West, a distance of 374.49 feet to a point of intersection on the North line of the Northwest Quarter of said Section 17 and on the North line of said Tract "C"; said point also being the True Point of Beginning.

PARCEL 16 (Gage Co Parcel #001041000 - 160 AC):

The Northwest Quarter of Section 9, Township 6 North, Range 5 East of the 6th Principal Meridian, Gage County, Nebraska.

PARCEL 18 (Gage Co Parcel #'s 002559000 - 118.29 AC, 002560100 - 191.92 AC):

The East Half of Section 1, Township 6 North, Range 6 East of the 6th Principal Meridian, Gage County, Nebraska.

EXCEPT that portion conveyed to the County of Gage by deed recorded in Deed Book 188, Page 681 of the Gage County Register of Deeds Office, Nebraska.

2015*0996*

AND EXCEPT a tract of land located in the East Half of Section 1, Township 6 North, Range 6 East of the 6th Principal Meridian, Gage County, Nebraska., more particularly described as follows:

Commencing at the Southwest comer of the East Half of said Section 1;

Thence Northerly along the Westerly line of the East Half of said Section 1 North 01 degrees 17 minutes 15seconds West (Nebraska

State Coordinate System of 1983 bearing) a distance of 59.40 feet to a point on the Northerly line of Gage County Highway Right of Way as recorded in Gage County Register of Deeds in Deed Book 188, Page 681, said point also being the point of beginning;

Thence continuing Northerly along the last described course a distance of 541.00 feet to a point; Thence Easterly South 86 degrees 51 minutes 50 seconds East a distance of 220.00 feet to a point;

Thence Southeasterly South 31 degrees 31 minutes 21 seconds East, a distance of 601.00 feet more or less to a point on the said Northerly line of the Gage County Highway Right of Way; Thence Westerly South 88 degrees 11 minutes 13 seconds West along the said Northerly line of the Gage County Highway Right of Way, a distance of 522.00 feet more or less to the point of beginning;

PARCEL 19 (Gage Co Parcel # 002690000 - 155.83 AC): Total Leased Area = 115.83 AC

The Northwest Quarter of Section 22, Township 6 North, Range 6 East of the 6th Principal Meridian, Gage County, Nebraska.

Excepting therefrom a parcel of land described as follows:

The Northwest Quarter of the Northwest Quarter of Section 22, Township 6 North, Range 6 East of the 6th Principal Meridian, Gage County, Nebraska. Comprising an area approximately 40 acres

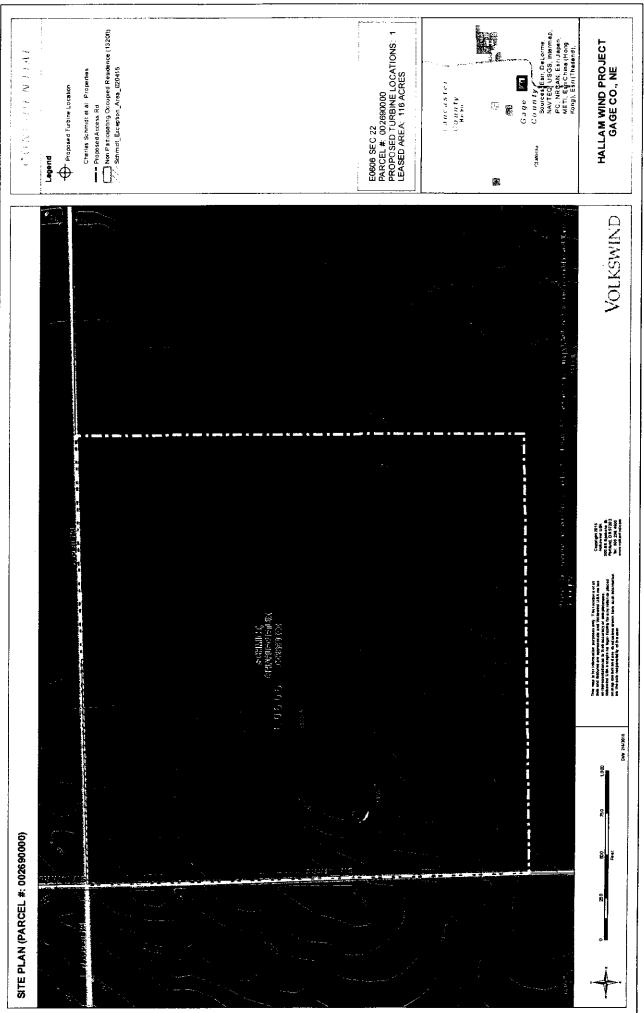
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EXHIBIT B of Easement Agreement

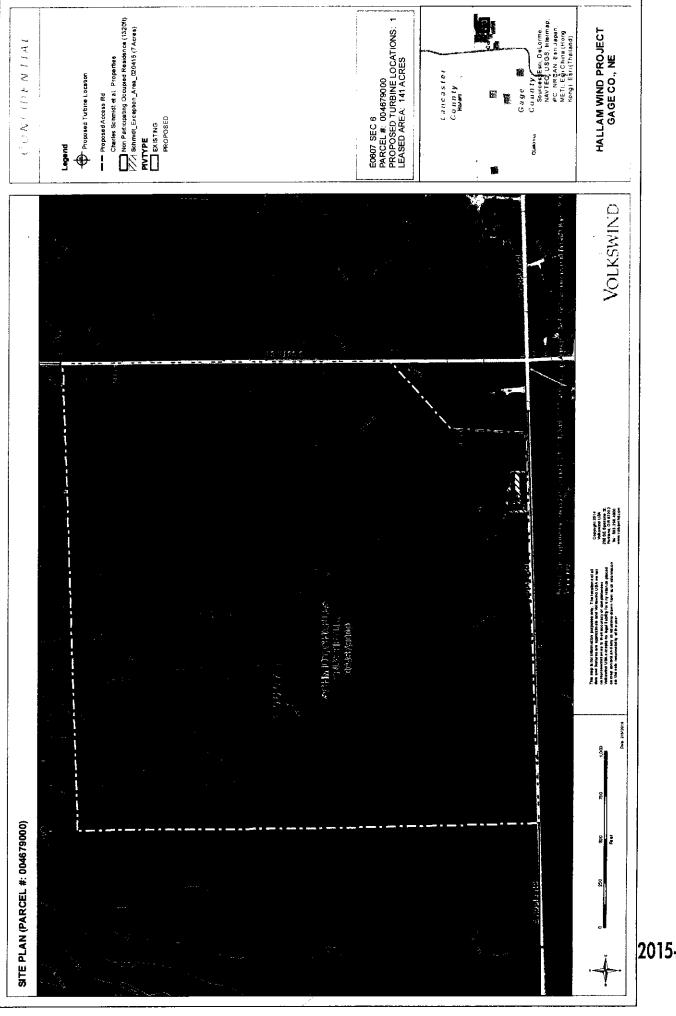
Site Plan

[See the Attached]

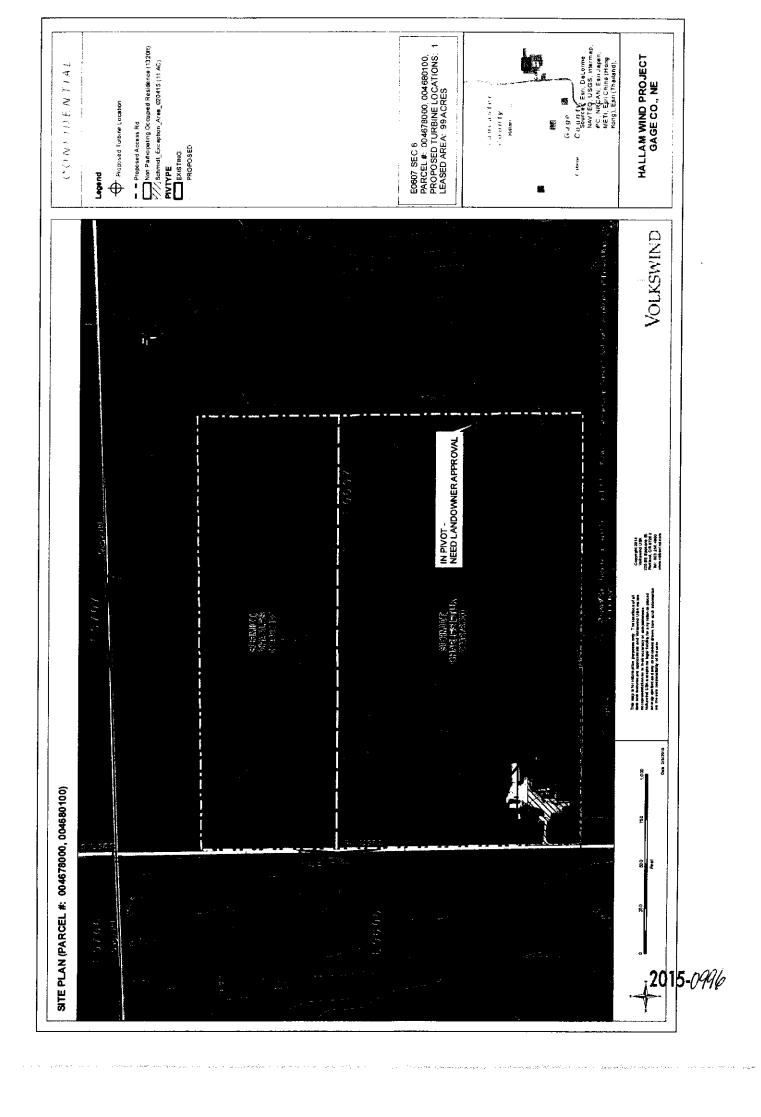
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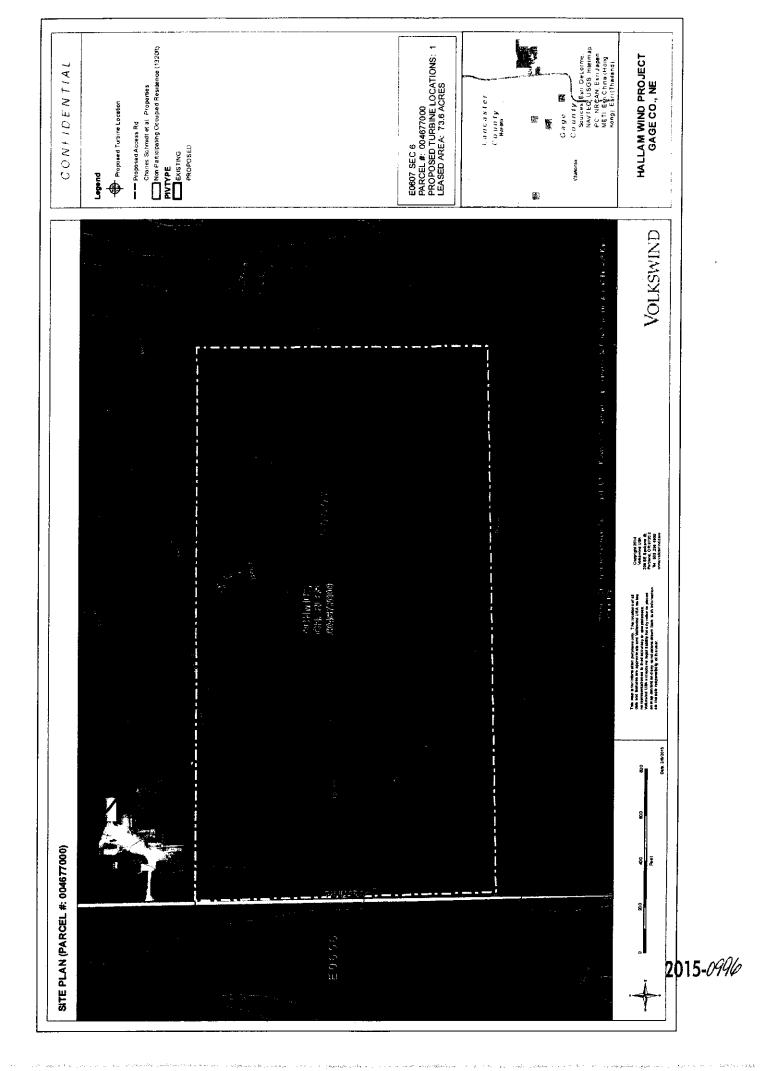


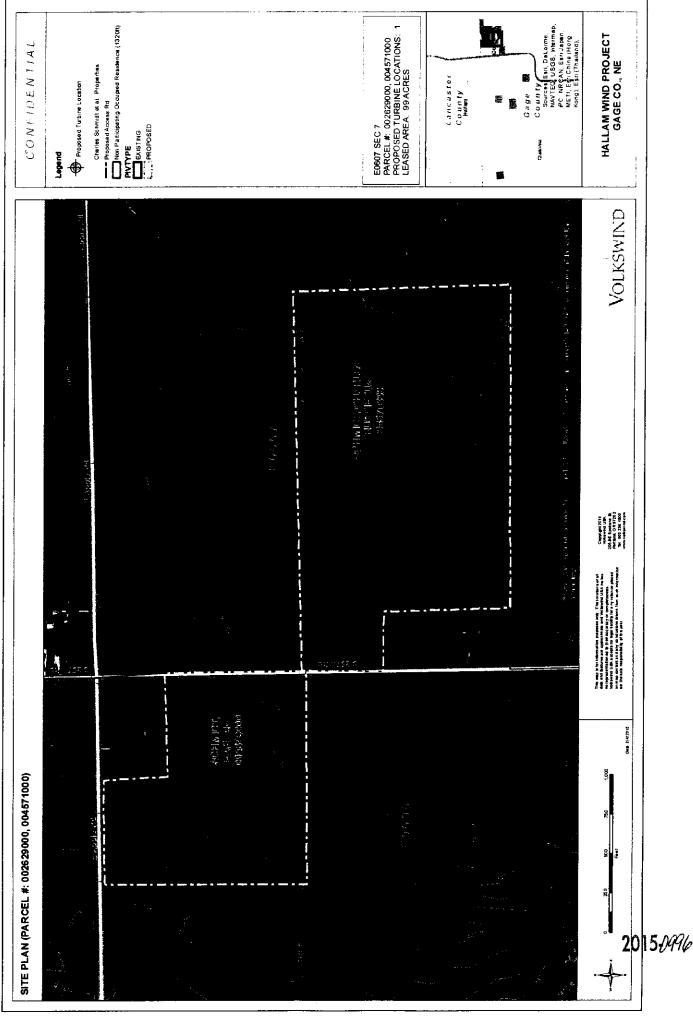
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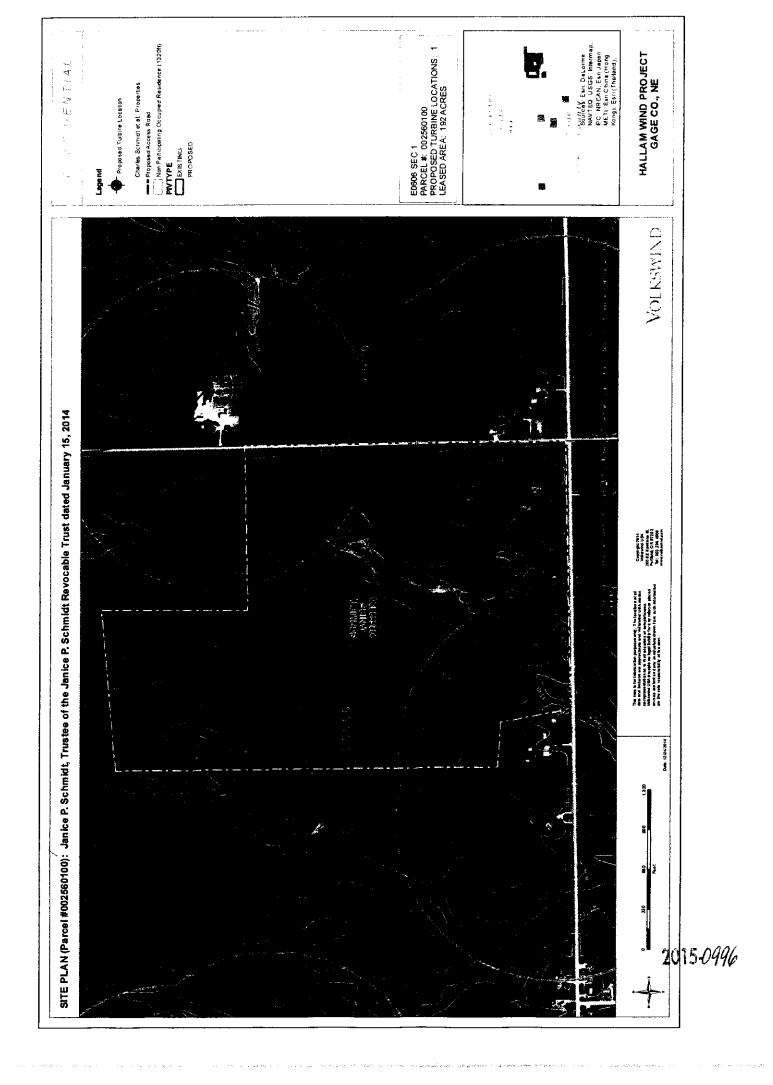


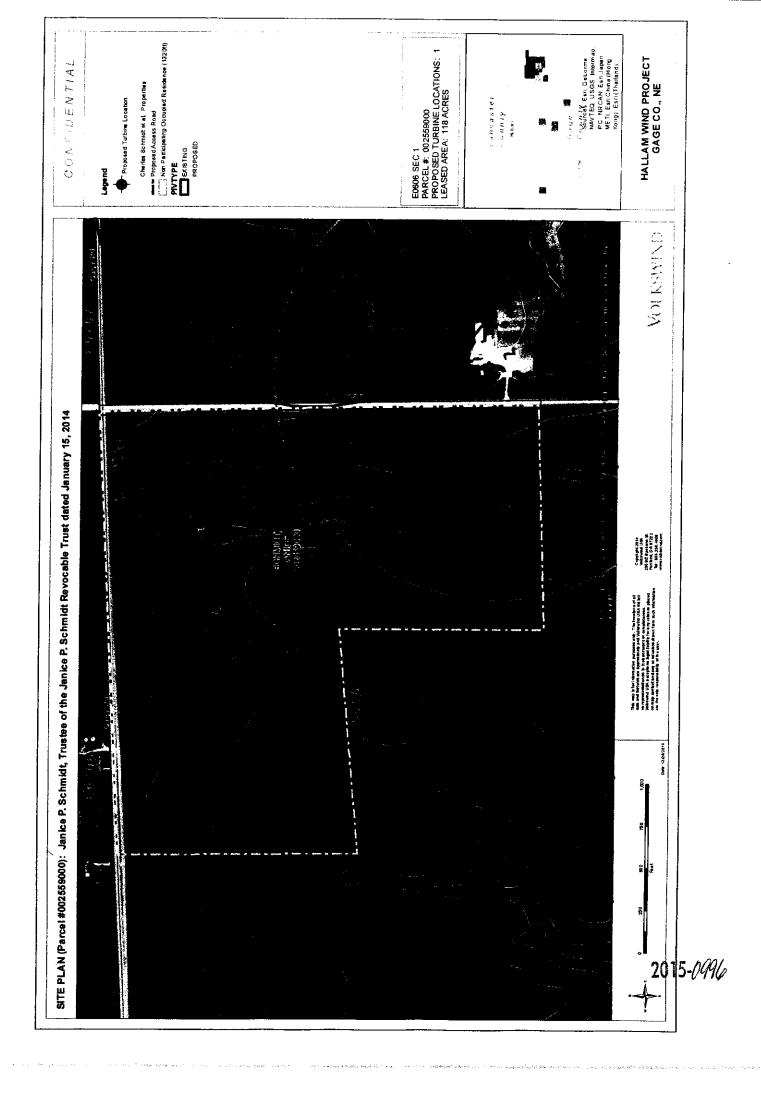
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Charles Schmidt et al. Properties

Flaposed Turbine Location

CONFIDENTIAL

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2015-0996

E0605 SEC 9
PARCEL #: 001041000
PROPOSED TURBINE LOCATIONS: 2
LEASED AREA: 160 ACRES

