DETAIL BROCHURE
WEST BRULE IRRIGATED
LAND AUCTION

UPDATED & PRINTED: February 2, 2022

Bidding Opens: Tuesday, Feb. 15, 2022, 8 am, MT
Bidding Closes: Wednesday, Feb. 16, 2022, 12 noon, MT

WEST BRULE IRRIGATED LAND AUCTION

Keith County, Nebraska

TO BE SOLD AT

SINGLE PARCEL AUCTION with RESERVE

ONLINE ONLY AUCTION
Bidding Opens: Tuesday, February 15, 2022 @ 8 am, MT
Bidding Closes: Wednesday, February 16, 2022 @ 12 noon, MT

FOR FURTHER INFORMATION OR FOR SHOWING BY APPOINTMENT CONTACT . . .
Ben Gardiner, Salesperson or Marc Reck, Broker

RECK AGRI
REALTY & AUCTION

535 E Chestnut, P.O. Box 407, Sterling, CO 80751
(970) 522-7770 or 1-800-748-2589
bgardiner@reckagri.com
www.reckagri.com

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TERMS AND CONDITIONS OF SALE

Announcements made by Reck Agri Realty & Auction at the time of sale will take precedence over any previously printed material or other oral statements.

ONLINE BIDDING PROCEDURE: The WEST BRULE IRRIGATED LAND AUCTION property will be offered for sale as 1 parcel. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on Tuesday, February 15, 2022. The auction will "soft close" @ 12:00 noon, MT on Wednesday, February 16, 2022. Bidding remains open as long as there is continued bidding. Bidding will close when 5 minutes have passed with no new bids.

To bid at the online auction:

- Download RECK AGRI MOBILE APP through the Apple App Store or Google Play OR visit www.reckagri.com and click on the WEST BRULE IRRIGATED LAND AUCTION property page to register to bid.
- Your registration must be approved by Reck Agri Realty & Auction before you may bid. See Bidder Requirements below.
- If you have questions regarding the bidding process and/or registration, call Reck Agri Realty & Auction at 970-522-7770.

BIDDER REQUIREMENTS: Requirements for Buyer(s) to be approved to bid online:

1) Review and agree to the terms and conditions of the Detail Brochure;
2) Provide Reck Agri Realty & Auction verification of available funds to purchase the property and/or bank loan approval letter with no contingencies; and
3) Sign and return to Reck Agri Realty & Auction the Bidder Approval Request form. Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker. A Detail Brochure may be obtained by visiting the WEST BRULE IRRIGATED LAND AUCTION property page at www.reckagri.com or by calling Reck Agri Realty & Auction.

SALE TERMS/PROCEDURE: The WEST BRULE IRRIGATED LAND AUCTION is an online only auction with RESERVE. The property will be offered as 1 parcel. Competitive bids will determine the outcome of the auction. Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

SIGNING OF PURCHASE CONTRACT: Immediately following the closing of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a Farm, Ranch, & Land Purchase Agreement for the amount of the bid. Required earnest money deposit to be in the form of a personal, business, or corporate check for 15% of the purchase price which is due upon the signing of the contract and to be deposited with Reck Agri Realty & Auction. Purchase contract will not be contingent upon financing. Terms and conditions of the detail brochure and announcements shall be incorporated and made a part of the contract. Sample contract is available within the detail brochure.

CLOSING: Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before March 23, 2022. Closing to be conducted by Thalken Title Company and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by Warranty Deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record. Title commitments are available for review within the Detail Brochure and title commitment and exceptions will be incorporated and made a part of the Farm, Ranch, & Land Purchase Agreement. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s), except Buyer(s) to pay for cost of loan title insurance policy, if applicable. The Buyer(s) to receive a TBD title commitment within Detail Brochure, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the Purchase Price after closing.

Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record.

POSSESSION: Possession of property upon closing.

LEASE: Seller attests there is no farm lease (verbal or written) and/or any prior lease has been appropriately terminated. Should a tenant claim interest in the property, Seller to stand all costs associated with said termination.

PROPERTY CONDITION: Prospective Buyer(s) should verify all information contained herein. All prospective bidders are urged to fully inspect the property, its condition, and to rely on their own conclusions and the property is being sold AS IS-WHERE IS, without warranty, representation or recourse to Seller.

WATER RIGHTS & EQUIPMENT: Seller to convey all Seller's water rights, water wells, well permits, and equipment appurtenant to the property for irrigation use. Each of the wells are subject to the rules, regulations, and limitations of the Nebraska Department of Natural Resources and the Twin Platte Natural Resource District. Water rights are being sold AS-IS-WHERE-IS without warranty or guarantee of any water right matters, pumping rates or adequacy of irrigation wells, and/or condition of all irrigation equipment. See parcel information for the description of well permits and irrigation equipment.

GROWING CROPS: None

REAL ESTATE TAXES: 2021 Real Estate Taxes to be paid by Seller. 2022 Real Estate Taxes and thereafter to be paid by Buyer(s). Buyer(s) to place their own value on personal property tax on Form 521.

FSA DETERMINATION: FSA base acres and yields to pass with the property as designated within Detail Brochure. Buyer(s) and Seller, at closing, to sign a memorandum of understanding (MOU) stating the base acres and yields as designated within the Detail Brochure.

LEGAL DESCRIPTION: Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any.

MINERALS: Seller to convey all OWNED mineral rights to Buyer(s).

NOXIOUS WEEDS: There may be areas infested by noxious weeds, (i.e. rye, bindweed, canadian thistle, goat/Johnson grass, etc). The location of and the density of noxious weeds is unknown at this time.

ACREAGES: All stated acreages in the initial Color Brochure, Detail Brochure, and visual presentations are approximate and are obtained from aerial photos from the FSA office. The county tax records may indicate different acreages and no warranty is expressed or implied as to exact acreages of property. All bids are for the total parcel without regard to exact acreage. There will be no adjustment in purchase price if acreage is different than what is stated in this brochure and/or stated at the auction.

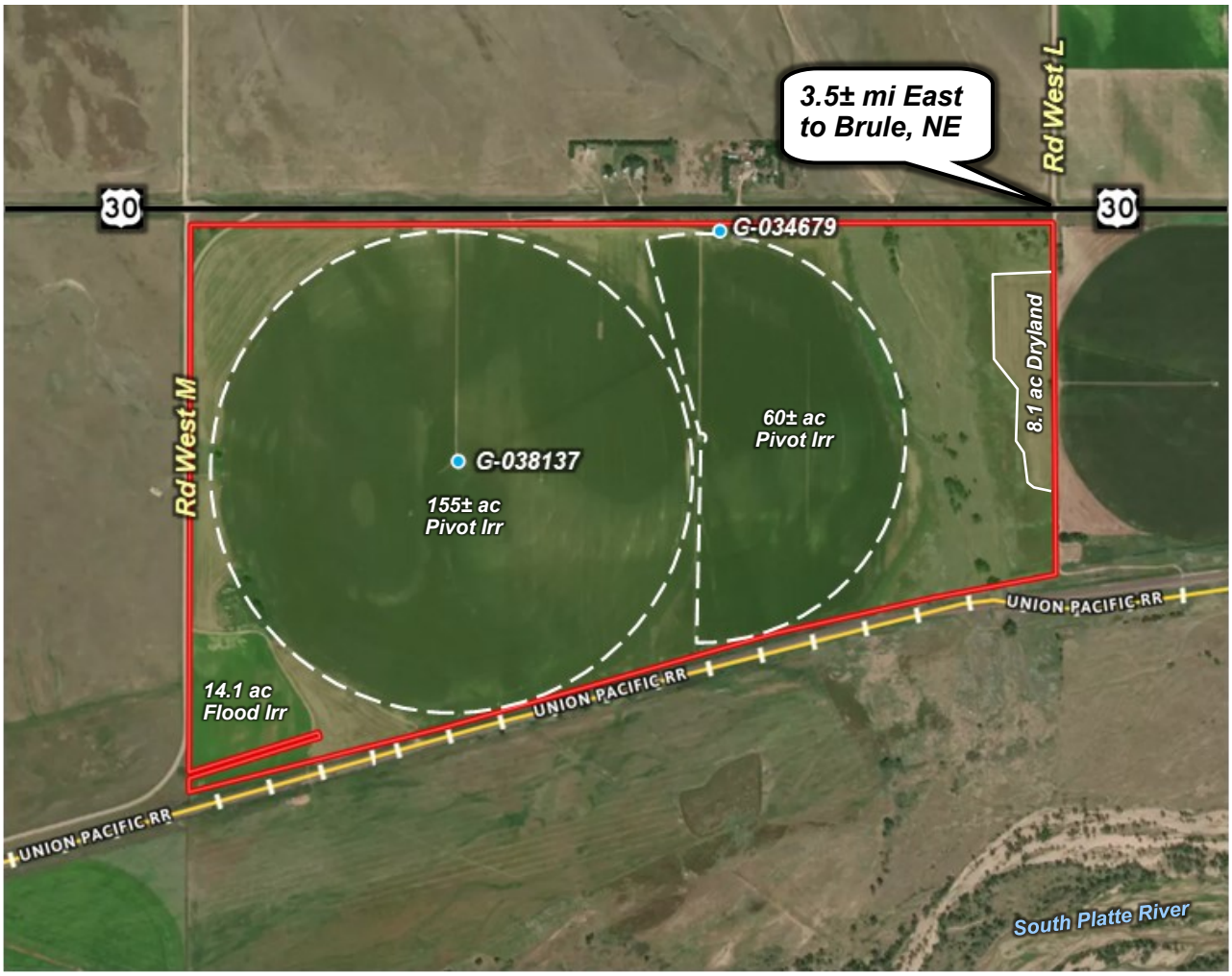
BIDDER REQUIREMENTS: Prior to auction, Buyer(s) to review the terms and conditions as set forth in the Detail Brochure, which may be obtained by visiting the property page at www.reckagri.com, or by calling Reck Agri Realty & Auction.

ANNOUNCEMENTS: The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for general location purposes only. The prospective Buyer(s) should verify all information contained herein. All prospective bidders are urged to fully inspect the property, its condition and to rely on their own conclusions. Property is being sold AS IS-WHERE IS, without warranty, representation or recourse to Seller. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a Limited Seller's Agent. Reck Agri Realty & Auction does not offer broker participation for the WEST BRULE IRRIGATED LAND AUCTION. Reck Agri Realty & Auction reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments are at the discretion of the Broker.

LOCATION MAP

N

PLAT MAP

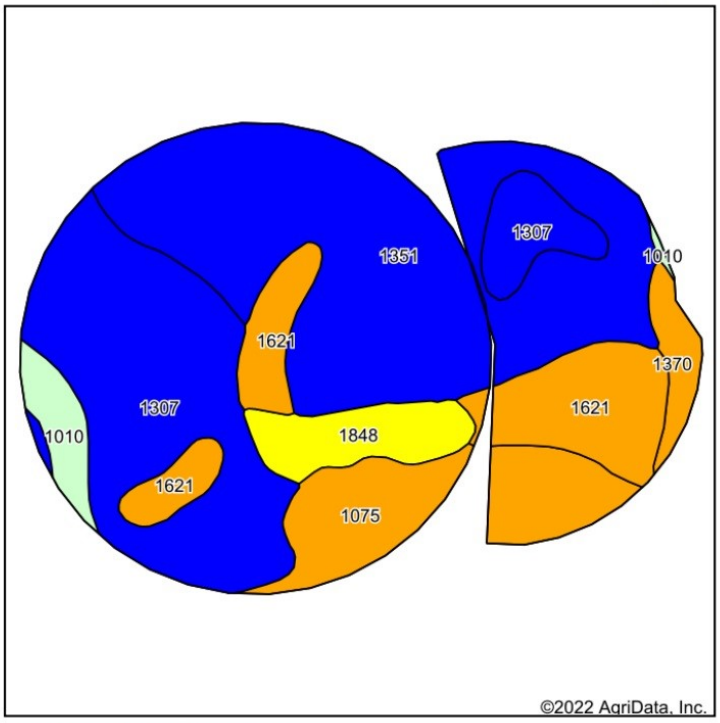

N
3.5± mi East
to Brule, NE
Rd West L
30
30
G-034679
8.1 ac Dryland
Rd West M
60± ac
Pivot Irr
G-038137
155± ac
Pivot Irr
UNION PACIFIC RR
UNION PACIFIC RR
14.1 ac
Flood Irr
UNION PACIFIC RR
South Platte River

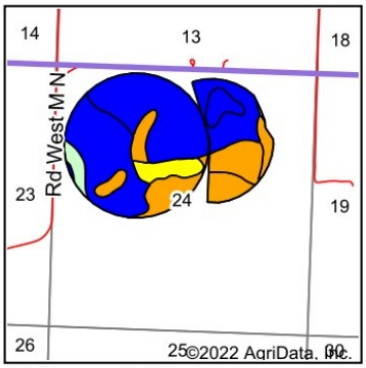
PROPERTY INFORMATION

LEGAL DESCRIPTION:	All Section 24, lying North of Railroad & South of Highway 30 right-of-way, except a parcel, Township 13 North, Range 41 West, of the 6th PM, Keith County, NE. See Pages 25-30 for legal description, title commitment, and title exceptions.
ACREAGE:	215.0± Acres Pivot Irrigated 14.1± Acres Flood Irrigated 33.9± Acres Dryland 44.3± Acres Grass 307.3± Total Acres *Stated acreages are approximate; no guarantee on exact acreages.*
LAND TENURE:	See Soils Maps on Page 6-7 and Topographical Map Page 8.
TAXES:	2021 real estate taxes payable in 2022 are: $8,978.08 Occupation Tax: $1,582.30
FSA INFORMATION:	FSA bases: 182.0 ac corn w/ 149 bu PLC yield, 12.2 ac wheat w/ 32 bu PLC yield.
IRRIGATION WATER:	2 irrigation wells w/ 243.43 certified acres in Twin Platte NRD - no pumping restrictions. Seller to credit Buyer(s) $42,000 for needed well repairs to improve efficiency. See Pages 9-13 for copy of Well Permit & Well Efficiency Report #G-038137 (West Well). See Pages 14-18 for copy of Well Permit & Well Efficiency Report #G-034679 (East Well). See Pages 19-20 for copy of Well Repair Estimate from Sargent Irrigation.
IRRIGATION EQUIPMENT:	2 older Zimmatic sprinklers; West Well has US 100 HP electric motor & pump; East Well has US 50 HP electric motor & pump.
COMMENTS:	Railroad lease is a 160' wide strip along north side of railroad right-of-way. See Pages 22 for copy of 2021 UPPR Railroad Map and Page 21 for previous year's payment of $528. See Pages 23-24 for copy of new UPPR Railroad Lease Application. Lease will not be assigned to new buyer automatically; Buyer(s) will have to file new application with Union Pacific. Buyer to reimburse Seller, at closing, $528 for UP Railroad Lease for 2022. Old diesel tank at West pivot is included in the sale; electrical fencing and stock tanks are excluded.
STARTING BID:	*$700,000*

SOILS MAP—IRRIGATED

N





State: **Nebraska**
County: **Keith**
Location: **24-13N-41W**
Township: **Brule**
Acres: **218.33**
Date: **1/14/2022**

Maps Provided By: surety® CUSTOMIZED ONLINE MAPPING
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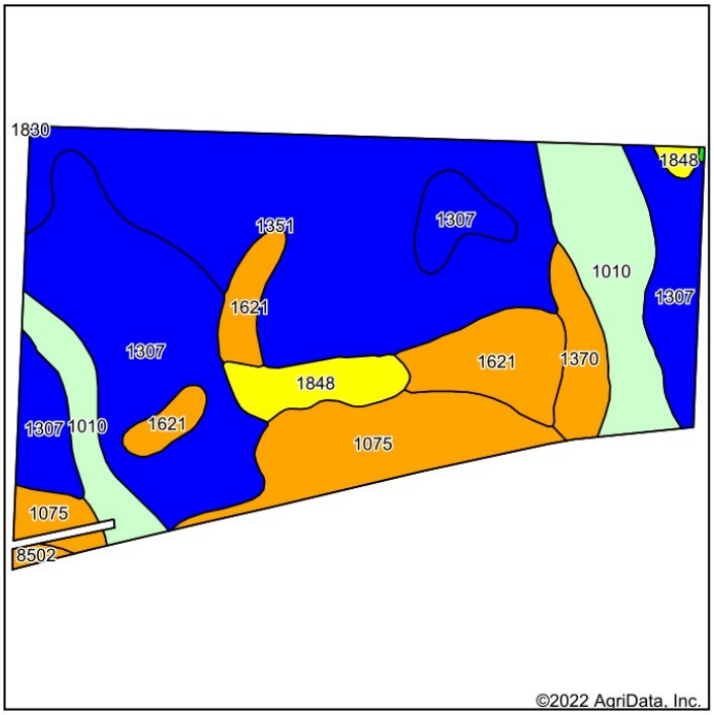
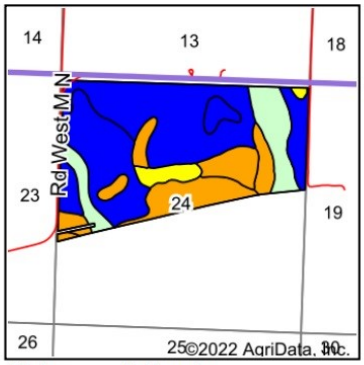
Soils data provided by USDA and NRCS.

Area Symbol: NE101, Soil Area Version: 21								
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains
1351	Bridget loam, 1 to 3 percent slopes	84.91	38.9%		IIe	54	29	32
1307	Bayard very fine sandy loam, 1 to 3 percent slopes	60.22	27.6%		IIe	35	21	22
1621	Keith loam, 3 to 6 percent slopes	27.31	12.5%		IIIe	51	28	30
1075	Norwest loam, 0 to 2 percent slopes	23.76	10.9%		IIIw	49	25	27
1848	Sulco loam, 6 to 9 percent slopes	11.03	5.1%		IVe	44	22	25
1010	Bankard loamy sand, channeled, frequently flooded	6.10	2.8%			13	7	6
1370	Chappell fine sandy loam, 0 to 3 percent slopes	5.00	2.3%		IIIe	25	19	25
				Weighted Average	**2.30**	***n 45.5**	***n 25**	***n 27.2**

*n: The aggregation method is "Weighted Average using all components"

SOILS MAP—ALL





State: **Nebraska**
County: **Keith**
Location: **24-13N-41W**
Township: **Brule**
Acres: **326.03**
Date: **1/14/2022**

Maps Provided By: surety CUSTOMIZED ONLINE MAPPING
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Soils data provided by USDA and NRCS.

Area Symbol: NE101, Soil Area Version: 21								
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains
1351	Bridget loam, 1 to 3 percent slopes	101.65	31.2%		IIe	54	29	32
1307	Bayard very fine sandy loam, 1 to 3 percent slopes	94.72	29.1%		IIe	35	21	22
1010	Bankard loamy sand, channeled, frequently flooded	42.09	12.9%			13	7	6
1075	Norwest loam, 0 to 2 percent slopes	35.55	10.9%		IIIw	49	25	27
1621	Keith loam, 3 to 6 percent slopes	27.87	8.5%		IIIe	51	28	30
1848	Sulco loam, 6 to 9 percent slopes	12.48	3.8%		IVe	44	22	25
1370	Chappell fine sandy loam, 0 to 3 percent slopes	10.33	3.2%		IIIe	25	19	25
8502	Lex loam, rarely flooded	1.23	0.4%		IIIw	22	15	22
5822	Duroc loam, terrace, 0 to 1 percent slopes	0.11	0.0%		I	50	26	31
				Weighted Average	**2.05**	***n 41**	***n 22.7**	***n 24.5**

*n: The aggregation method is "Weighted Average using all components"

TOPOGRAPHICAL MAP

Source: USGS 10 meter dem
Interval(ft): 5.0
Min: 3,322.7
Max: 3,398.6
Range: 75.9
Average: 3,353.8
Standard Deviation: 17.59 ft

0ft 816ft 1631ft

1/14/2022

24-13N-41W
Keith County
Nebraska

Map Center: 41° 5' 6.94, -101° 58' 13.55

Maps Provided By: surety® CUSTOMIZED ONLINE MAPPING
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WELL #G-038137 (WEST WELL)

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Nebraska Department of Natural Resources

Processed: 12/27/2021 6:04:53 PM

Registration number G-038137

Note: Missing Data Indicates that the Information is Not Available Electronically.

Registration# Well ID Permit Number	Use Status	County Name NRD Name Well Location Footage Latitude Longitude	Completion Date Filing Date Decommission Date Times Replaced Online Registration ID (NOLID) Well Driller License Number	Acres Irrigated Gallons/Minute Static Level Pumping Level Series	Pump Column Diameter Pump Depth Well Depth
G-038137 WellID: 45307 View Scans	I - Irrigation A - Active Registered Well	Keith Twin Platte 13N 41 24 SENW 1580N 1650W	10/20/1972 1/2/1973 ---	164.299 1964 gpm 47 ft 122 ft PRO - Single Project	9 in --- 190 ft

WELL REG. & LOG (WEST WELL)

Revised April 1967
Irr. 67-1

1

Registration No. G-38137 County of Keith Date Filed January 2, 1973

STATE OF NEBRASKA
IRRIGATION WELL REGISTRATION

I, Milan Harms (Name of Person registering well) of Ernie (Postoffice Address)

County of Keith State of Nebraska, do hereby certify:

1st. That the name of the owner of the land upon which the irrigation well is located is same

, of Street, (City or Village) County of

State of

2nd. That the irrigation well is located on the Quarter of the NW Quarter of Section 19 24

Township 13, Range 41 of the Sixth P. M., Keith County, and is 1650 feet from the West line and 1580 feet from the North line of said tract.

3rd. That the well was installed with the intention of irrigating all or parts of the following described land: 163-180 acres of NW 1/4 24-13-41 (Give Quarter, Section, Township and Range)

amounting in all to approximately 163.00 acres.

(If installation consists of a battery of wells with one outlet, give details on a sheet to be attached hereto.)

4th. That the capacity of said well under normal operating conditions is 1964 gallons per minute.

5th. That the depth of the well is 190 feet, measured from the surface of the ground.

6th. That the inside diameter of the casing is 16 inches.

7th. That the static water level in the well is 47 feet below ground surface.

8th. That the depth to water under normal pumping conditions is 121'8" (Pumping Level) feet below ground surface.

9th. That the diameter of the pump column is 8 5/8 inches. That the diameter of the 5 (Give number of bowls) bowl or bowls is 12 inches.

10th. That the type and size of impeller is as follows: Western Land Roller Turbine Pump 12 C Bowl w/H Impeller

11th. That the well was completed on or about the 8 day of December, 19 72.

Revised April 1947
Irr. 67-7

1

12th. That attached hereto are three copies of the log of the well certified to by the driller of the well.

13th. That the driller of this well is Haggard Drilling, Inc., whose address is Ogallala, Nebraska.

14th. That the name of the tenant or operator, if other than the owner, is ..... whose address is .....

16th. That the relation which the subscriber to this instrument bears to said registrant is that of ~~owner~~

(State whether owner, tenant or agent for land on which well is located)

and that he is authorized to sign this instrument in behalf of the interest affected.

Signed: Melvin L. Hansen

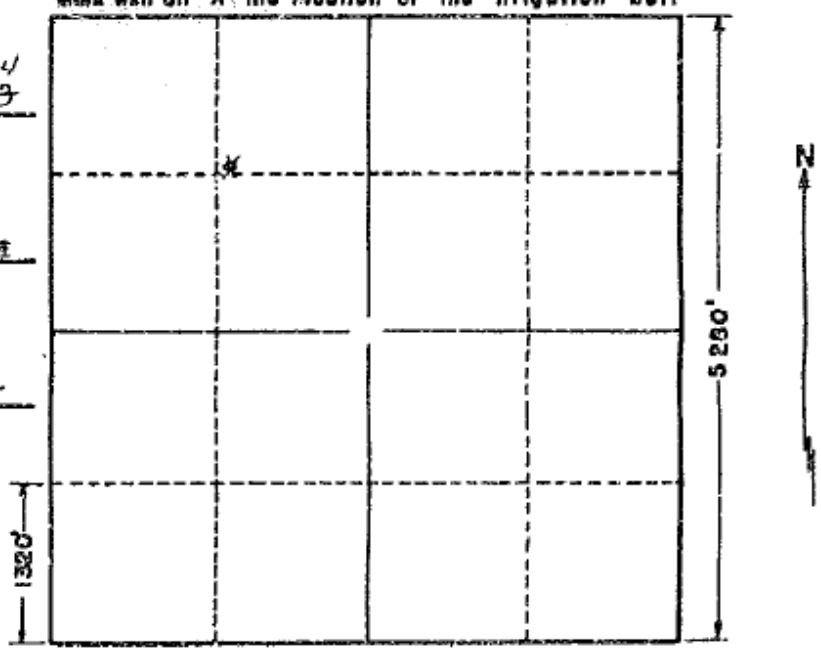
Dated: Dec. 30 1972

This drawing represents one Section
Mark with an "X" the location of the irrigation well

Section No. 24 ~~13~~

Township 13 ~~17~~

Range 41 ~~24~~



Each small subdivision is a 40-acre tract.

State of Nebraska
Department of Water Resources } ss.

This instrument was filed for record at 1:30 o'clock P.M., on the 2nd day of Jan. 19 73.

Dan S. Jones Jr.
Director of Water Resources

Revised April 1, 1969
Irr. 87-3

1

Registration No. G-38137 County of Keith Date Filed January 2, 1973

STATE OF NEBRASKA
CERTIFICATE OF WELL DRILLER

I, Haggard Drilling, Inc. (Name of Driller) of ~~XXXXXXXX~~ Ogallala (Postoffice Address)

County of Keith State of Nebraska, do hereby certify that:

1. I am the driller of a well located on the NW Quarter, Section No. ~~15~~ 24

Township ~~13 N~~ North, Range ~~24~~ 41, owned by Milan Harms

whose postoffice address is Brule State of Nebraska

2. That the drilling was begun on the 20 day of October, 1972, and completed on

the 20 day of October, 1972.

3. That the well is cased and screened in the following manner: 16" x .219 wall steel casing (Give kind of casing, lengths and position of plain and screen casing, weight of metallic casing, etc.)

Plain casing from 0 to 90' ; Perf. casing from 90' to 190'

4. That the diameter of drilled hole is 30 inches.

5. That Rotary-reverse type of drilling machinery was used.

6. That the drilled hole is/~~is not~~ sealed, as follows: Gravel packed from 0 to 190'

7. That the following is an accurate log of the depth, thickness and character of the different strata penetrated, and the location of water-bearing strata:

DEPTH IN FEET FROM	TO	MATERIAL DRILLED
0	42	Top soil & clay
42	46	Sand & gravel
46	62	Clay
62	64	Sand & gravel
64	66	Clay
66	89	Sand & gravel
89	97	Clay & mag.
97	113	Sandy clay
113	123	Sand & gravel w/clay
123	128	Clay & mag.
128	136	Sand & gravel
136	147	Clay
147	160	Sand & gravel
160	167	Sand & gravel w/clay
167	175	Clay
175	181	Sand & gravel
181	183	Clay
183	190	Sand & gravel

Date Signed December 20, 1972

Haggard Drilling, Inc.
by R. Margaret Ballenstine
Driller

(If more space is required please use reverse side of this page.)

WELL EFFICIENCY TEST — WEST WELL

SARGENT IRRIGATION CO.

Efficiency Test Report
Electric Motor

Latitude N41° 05' 11.
Longitude W101° 05' 8.2
Upper Bearing 7322N
Lower Bearing 6213

Flow Instrument Data

Pipe Size _____
Calibration _____
GPM/ft/sec _____

Name JEAN ARMSTRONG & FAYE CUPELAND Address _____ Date 12-1-21
Legal NW24-13-41 KEITH
Well Depth _____ Casing Dia. _____ Yr. Inst. _____ Bowls 5-12CH
Pump Mfg. WLR SN E72440 Col. 160?? ft. 8 5/8 x 2 x 1 1/4
Drive Mfg. U.S. HP 100 SN 1410031 Ratio _____
Sprinkler 2 IMMATIC Type _____ Nozzled for _____ GPM @ _____ PSI
Static Water Level 48 ft.

	Pump RPM	PSI	x 2.31 =	Ft.	+	Pumping Level	+	Pump Loss	=	Total Hd. Ft.	x	Flow GPM	÷ 3960	=	Water HP
1.	1784	40	x 2.31 =	92.4	+	78	+	3.8	=	174.2	x	798	÷ 3960	=	35.1
2.			x 2.31 =		+		+		=		x		÷ 3960	=	
3.	1781	49	x 2.31 =	113.2	+	80	+	4.5	=	197.7	x	852	÷ 3960	=	42.5
4.			x 2.31 =		+		+		=		x		÷ 3960	=	

Electric 3 Phase: Meter # _____ Meter Multiplier x _____ Frame # A444UPH
Full Load Amps 122.5 Volts w/Motor Off 486 Rated RPM 1800

	Revs	x	x 3.6	÷	Sec.	=	KWH/h	÷ .746 =	Hook Up Horse Power
1.		x	x 3.6	÷		=		÷ .746 =	
2.		x	x 3.6	÷		=		÷ .746 =	
3.		x	x 3.6	÷		=		÷ .746 =	
4.		x	x 3.6	÷		=		÷ .746 =	

	Volts	x	Amps	x	1.732	÷	1000	x	Power Fact	=	KWH/h	x	1.34	x	Effic. Fact	-	Thrust Loss	=	Pump H.P.
1.	456	x	95.7	x	1.732	÷	1000	x	88	=	67.0	x	1.34	x	.92	-		=	82.6
2.		x		x	1.732	÷	1000	x		=		x	1.34	x		-		=	
3.	452	x	103.0	x	1.732	÷	1000	x	90	=	72.9	x	1.34	x	.92	-		=	89.9
4.		x		x	1.732	÷	1000	x		=		x	1.34	x		-		=	

Pump Efficiency

	Water HP	÷	Pump HP	=	Pump Efficiency
1.	35.1	÷	82.6	=	42.5 %
2.		÷		=	%
3.	42.5	÷	89.9	=	47.3 %
4.		÷		=	%

Bowl Efficiency

	Pump HP	-	Lineshaft Loss	=	Bowl HP	Water HP	÷	Bowl HP	=	Efficiency
1.	82.6	-	1.3	=	81.3	35.1	÷	81.3	=	43.2 %
2.		-		=			÷		=	%
3.	89.9	-	1.3	=	88.6	42.5	÷	88.6	=	48.0 %
4.		-		=			÷		=	%

Comments: PSI AT WELL
PUMP HAS DEEP NOISE / DEEP VIBRATION
MOTOR SOUNDS O.K. / SLIGHT VIBRATION
APPROX. 15' OF 8" LEAD IN PIPE
#1 TEST - (WHERE BOWLS WERE - 2 1/8 TURNS AFTER C (TAIL) PIVOT OFF, END GUN OFF
#2 TEST - (BOWLS AT MAX - 3/4 TURN DOWN) PIVOT OFF, END GUN OFF
* PIVOT WOULDN'T WALK

Efficiency Technician

WELL INFORMATION #G-034679 (EAST WELL)

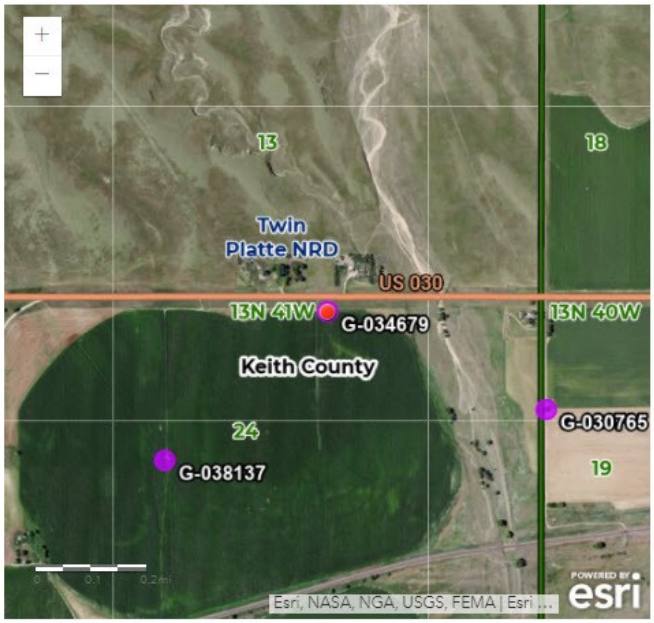
Return to Search Page

Nebraska Department of Natural Resources

Processed: 12/27/2021 6:02:20 PM

Registration number G-034679

Note: Missing Data Indicates that the Information is Not Available Electronically.



Registration# Well ID Permit Number	Use Status	County Name NRD Name Well Location Footage Latitude Longitude	Completion Date Filing Date Decommission Date Times Replaced Online Registration ID (NOLID) Well Driller License Number	Acres Irrigated Gallons/Minute Static Level Pumping Level Series	Pump Column Diameter Pump Depth Well Depth
G-034679 WellID: 41738 View Scans	I - Irrigation A - Active Registered Well	Keith Twin Platte 13N 41 24 NWNE 140N 2055E	4/16/1971 6/21/1971 ---	79.13 1144 gpm 51 ft 107 ft PRO - Single Project	8 in --- 201 ft

WELL REG. & LOG — (EAST WELL)

Revised April 1967
Irr. 67-1

1

Registration No. G-34679 County of Keith Date Filed June 21, 1971

STATE OF NEBRASKA
IRRIGATION WELL REGISTRATION

I, Milan Harms (Name of Person registering well) of Brule (Postoffice Address)

County of Keith State of Nebraska, do hereby certify:

1st. That the name of the owner of the land upon which the irrigation well is located is Emil Ruser well drilled & paid for (same) by Milan Harms Street, Brule (City or Village) County of Keith State of Nebr.

2nd. That the irrigation well is located on the NW Quarter of the NE Quarter of Section 24 Township 13, Range 41 of the Sixth P. M., Keith County, and is 330 feet from the N W line and 990 feet from the N E line of said tract.

3rd. That the well was installed with the intention of irrigating all or parts of the following described land: 80-100 acres of land NE ¼ + NW ¼ 24-13-41 (Give Quarter, Section, Township and Range)

amounting in all to approximately 80-100 acres.

(If installation consists of a battery of wells with one outlet, give details on a sheet to be attached hereto.)

4th. That the capacity of said well under normal operating conditions is 1144 gallons per minute.

5th. That the depth of the well is 201 feet, measured from the surface of the ground.

6th. That the inside diameter of the casing is 16 inches.

7th. That the static water level in the well is 51 feet below ground surface.

8th. That the depth to water under normal pumping conditions is 107 (Pumping Level) feet below ground surface.

9th. That the diameter of the pump column is 8 inches. That the diameter of the 1 (Give number of bowls) bowl or bowls is 10 inches.

10th. That the type and size of impeller is as follows:

1 - 5 Stage 10" D w/H Impeller trimmed 6 3/16 ; WESTERN LAND ROLLER TURBINE PUMP

11th. That the well was completed on or about the 13 day of May, 19 71.

Revised April 1967
Irr. 57-1

1

12th. That attached hereto are three copies of the log of the well certified to by the driller of the well.

13th. That the driller of this well is Haggard Drilling Inc., whose address is Ogallala, Nebraska.

14th. That the name of the tenant or operator, if other than the owner, is Milan Harms, whose address is Brule, Nebr.

15th. That the relation which the subscriber to this instrument bears to said registrant is that of ~~tenant~~ renter.
(State whether owner, tenant or agent for land on which well is located)

and that he is authorized to sign this instrument in behalf of the interest affected.

Signed: Milan L. Harms

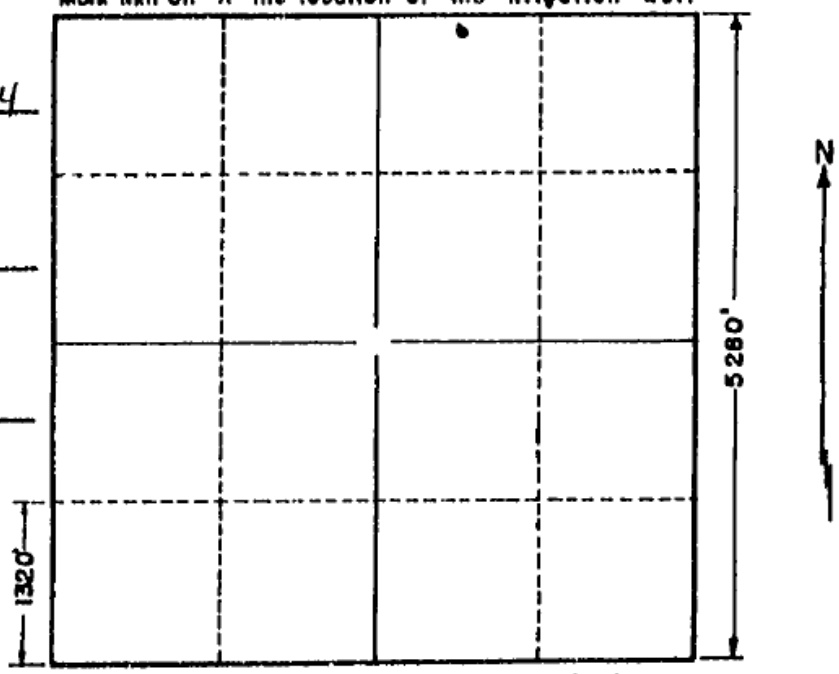
Dated: June 19, 1971

This drawing represents one Section
Mark with an "X" the location of the irrigation well

Section No. 24

Township 13

Range 41



Each small subdivision is a 40-acre tract.

State of Nebraska
Department of Water Resources } ss.

This instrument was filed for record at 8:15 o'clock A. M., on the 21st day of June 19 71

Dan S. Smith, Jr.
Director of Water Resources

Revised April 1, 1969
Irr. 87-3

1

Registration No. G-34679 County of Keith Date Filed June 21, 1971

STATE OF NEBRASKA
CERTIFICATE OF WELL DRILLER

I, Haggard Drilling Inc. (Name of Driller) of Ogallala (Postoffice Address)

County of Keith State of Nebraska, do hereby certify that:

1. I am the driller of a well located on the N.E. Quarter, Section No. 24 Township 13 North, Range 41, owned by Milan Harns whose postoffice address is Brule State of Nebraska

2. That the drilling was begun on the 15 day of April, 19 71, and completed on the 16 day of April, 19 71

3. That the well is cased and screened in the following manner: 101' of 16" Dia. x .219 wall steel plain casing ; 100' of 16" Dia. x .219 wall perf. casing. (Give kind of casing, lengths and positions of slots and screen casing, weight of metallic casing, etc.)

4. That the diameter of drilled hole is 30 inches.

5. That rotary-reverse (air) type of drilling machinery was used.

6. That the drilled hole is/is not sealed, as follows: The well is gravel packed from 0 to 210'.

7. That the following is an accurate log of the depth, thickness and character of the different strata penetrated, and the location of water-bearing strata:

DEPTH IN FEET FROM	TO	MATERIAL DRILLED
0	45	top soil w/ gravel
45	50	sand and gravel
50	61	sand and gravel w/ clay
61	67	sand and gravel
67	86	clay
86	92	sand and gravel
92	98	clay
98	115	sand and gravel
115	137	clay magnesia
137	167	clay magnesia
167	178	sand and fine gravel
178	197	sand and gravel
197	201	clay

Date Signed 5/19/71

Haggard Drilling Inc.
Wendell A. Haggard
Driller

(If more space is required please use reverse side of this page.)

WELL EFFICIENCY TEST – EAST WELL

SARGENT IRRIGATION CO.

Efficiency Test Report
Electric Motor

Latitude N41°05'26
Longitude W101°58'05
Upper Bearing 100BTD
Lower Bearing 53BC

Flow Instrument Data

Pipe Size _____
Calibration _____
GPM/ft/sec _____

Name JEAN ARMSTRONG & FAYE COPELAND Address _____ Date 12-1-21
Legal NW/NE 24-13-41 KE
Well Depth _____ Casing Dia. _____ Yr. Inst. _____ Bowls 5-10DH
Pump Mfg. W.R. SN D7112.4 Col. 140?? ft. 8 5/8 x 2 x 1 1/4
Drive Mfg. U.S. HP 50 SN 12203764 0 Ratio _____
Sprinkler IMMATIC Type _____ Nozzled for _____ GPM @ _____ PSI
Static Water Level 64 ft.

	Pump RPM	PSI	x 2.31 =	Ft. +	Pumping Level +	Pump Loss =	Total Hd. Ft. x	Flow GPM ÷	3960 =	Water HP
1.	1780	24	x 2.31 =	55.4 +	88 +	2.2 =	145.6 x	627 ÷	3960 =	23.1
2.			x 2.31 =	+	+	=	x	÷	3960 =	
3.	1779	36	x 2.31 =	83.2 +	90 +	2.9 =	176.1 x	709 ÷	3960 =	31.5
4.			x 2.31 =	+	+	=	x	÷	3960 =	

Electric 3 Phase: Meter # 34161373 Meter Multiplier x 36.79 Frame # 326TP
Full Load Amps 59.5 Volts w/Motor Off 488 Rated RPM 1765

	Revs	x	x 3.6	÷	Sec.	= KWH/h	÷ .746 =	Hook Up Horse Power
1.		x	x 3.6	÷		= 36.8	÷ .746 =	49.3
2.		x	x 3.6	÷		=	÷ .746 =	
3.		x	x 3.6	÷		=	÷ .746 =	
4.		x	x 3.6	÷		=	÷ .746 =	

	Volts	x	Amps	x	1.732	÷	1000	x	Power Fact	=	KWH/h	x	1.34	x	Effic. Fact	-	Thrust Loss	=	Pump H.P.
1.	477	x	52.4	x	1.732	÷	1000	x	78	=	33.9	x	1.34	x	.905	-		=	41.1
2.		x		x	1.732	÷	1000	x		=		x	1.34	x		-		=	
3.	472	x	58.3	x	1.732	÷	1000	x	81	=	38.9	x	1.34	x	.905	-		=	47.2
4.		x		x	1.732	÷	1000	x		=		x	1.34	x		-		=	

Pump Efficiency

	Water HP	÷	Pump HP	=	Pump Efficiency
1.	23.1	÷	41.1	=	56.2 %
2.		÷		=	%
3.	31.5	÷	47.2	=	66.7 %
4.		÷		=	%

Bowl Efficiency

	Pump HP	-	Lineshaft Loss	=	Bowl HP	Water HP	÷	Bowl HP	=	Efficiency
1.	41.1	-	1.2	=	39.9	23.1	÷	39.9	=	57.9 %
2.		-		=			÷		=	%
3.	47.2	-	1.2	=	46.0	31.5	÷	46.0	=	68.5 %
4.		-		=			÷		=	%

Comments: PSI AT WELL
PUMP HAS LINESHAFT CLATTER/VIBRATION
MOTOR SOUNDS O.K. /SLIGHT VIBRATION
APPROX. 1350' OF 8" UNDERGROUND (DOWN HILL LITTLE)
#1 TEST- (WHOLE BOWLS WIDE - 1 1/4 TURNS, AFTER CLEAN) PIVOT OFF, END GUN ON (PIVOT WOULDN'T WALK)
#2 TEST- (BOWLS AT MAX - 1/4 TURN DOWN) PIVOT OFF, END GUN ON
* LEFT BOWLS AT MAX

Efficiency Technician

WELL REPAIR ESTIMATE

SARGENT IRRIGATION CO.

PROPOSAL AND ACCEPTANCE

Grant, NE 69140

1-888-777-2809

TO: **Reck Realty** Address: **Sterling, Colorado**

LEGAL: **(NW 24-13-41 Keith County (Armstrong/Copeland Pump Repair Estimate)**

New Bowl Assembly	$8,166.00
Material To Repair Approx 160 Ft 2 X 1 1/4 WLR Innercolumn **(Estimated)**	$4,500.00
Labor To Repair Approx 160 Ft 2 X 1 1/4 WLR Innercolumn	$1,440.00
Material To Replace 8" Column Pipe Due To Corrosion Related Damage **(Estimated - Subject To Inspection)**	$3,300.00
Labor To Pull & Reset Approx 160 Ft 8 5/8 X 2 X 1 1/4 WLR Pump	$4,000.00
Misc Repairs	$400.00
Misc Labor	$200.00
Mileage	$225.00

!! THIS PROPOSAL IS FOR INFORMATIONAL PURPOSES ONLY, BASED ON TYPICAL REPAIRS THAT HAVE BEEN DONE IN THE AREA !!

TOTAL			$22,231.00
NE	SALES TAX ON	$0.00	$0.00
TOTAL			$22,231.00
If paid within 15 days of invoice date you may deduct			$0.00
		Grand Total	$22,231.00

Full payment due 30 days after invoice.

Material prices subject to change until contract signed and accepted.

By: For Information Only

Dated this 17th day of December, 2021

The undersigned, buyer, hereby accepts the proposal.

Dated this day of

SARGENT IRRIGATION CO.

PROPOSAL AND ACCEPTANCE

Grant, NE 69140
1-888-777-2809

TO: **Reck Realty** Address: **Sterling, Colorado**

LEGAL: **(NW/NE 24-13-41 Keith County (Armstrong/Copeland Pump Repair Estimate)**

New Bowl Assembly	$8,166.00
Material To Repair Approx 140 Ft 2 X 1 1/4 WLR Innercolumn **(Estimated)**	$3,750.00
Labor To Repair Approx 140 Ft 2 X 1 1/4 WLR Innercolumn	$1,260.00
Material To Replace 8" Column Pipe Due To Corrosion Related Damage **(Estimated - Subject To Inspection)**	$3,300.00
Labor To Pull & Reset Approx 140 Ft 8 5/8 X 2 X 1 1/4 WLR Pump	$3,500.00
Misc Repairs	$400.00
Misc Labor	$200.00
Mileage	$225.00

!! THIS PROPOSAL IS FOR INFORMATIONAL PURPOSES ONLY, BASED ON TYPICAL REPAIRS THAT HAVE BEEN DONE IN THE AREA !!

TOTAL		$20,801.00
NE SALES TAX ON	$0.00	$0.00
TOTAL		$20,801.00
If paid within 15 days of invoice date you may deduct		$0.00
	Grand Total	$20,801.00

Full payment due 30 days after invoice.
Material prices subject to change until contract signed and accepted.

By: For Information Only

Dated this 17th day of December, 2021

The undersigned, buyer, hereby accepts the proposal.

Dated this day of

2021 RAILROAD LEASE INFO

Union Pacific Railroad Company

UNION PACIFIC
BUILDING AMERICA™

Bill Number	**310904334**
Audit Number	180129
Customer Number	69114
Folder Number	0015094
Bill Date	1/1/2021
Date Printed	1/1/2021

HARMS JOANNE
1120 SUNNY SLOPE ROAD
BRULE,NE 69127

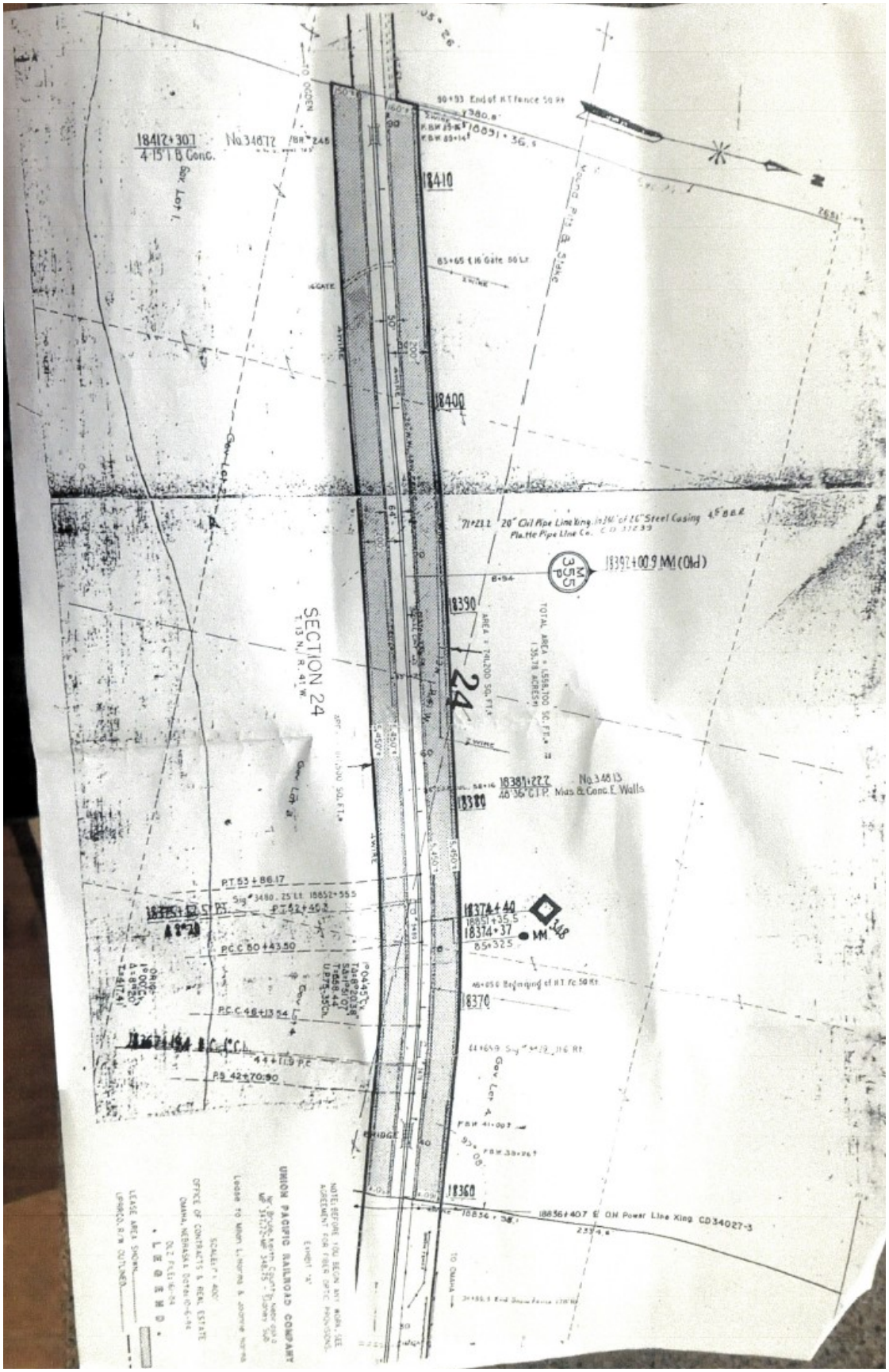
For questions or comments regarding the agreement, including rental amount, termination notices, and change of address, please contact:

- Manager: Anna Palmer, acpalmer@up.com, (402) 544-8554

Bill Description : Lease of Land for Agricultural Purposes
Location of Agreement: BRULE, NE
Primary Purpose of Agreement: Lease of Land for Agricultural Purposes

Description	Period		Amount
	From	To	
Lease-Rent, Preset	2/1/2021	1/31/2022	$528.00
		Total Due:	$528.00

RAILROAD LEASE MAP



RAILROAD LEASE APPLICATION

BUILDING AMERICA®

UNION PACIFIC RAILROAD COMPANY
LAND LEASE APPLICATION

1. APPLICANT INFORMATION

All information is confidential and for internal purposes only.

Full Legal Name of Applicant _____
DBA _____ Tax ID # _____

Applicant is a(n): ☐ Individual(s) ☐ Partnership/Ltd. Partnership ☐ Corporation ☐ Limited Liability Company
☐ Trust ☐ Other (specify) _____
State of Formation _____ **Spouse of Applicant** (if an individual) _____

Mailing Address _____ City _____ State _____ Zip _____
Physical Address _____ City _____ State _____ Zip _____

Contact Name _____ Title _____
Primary Phone # _____ Emergency Phone # _____ Email _____
Secondary Contact Name _____ Title _____
Primary Phone # _____ Emergency Phone # _____ Email _____

List Partners/Shareholders/Members (unless publicly traded; attach schedule as necessary) _____
_____

Is Applicant a **rail customer** of Union Pacific? Yes ☐ No ☐ Sales Representative _____
Is this Application related to a **track or industrial development project?** Yes ☐ No ☐
Is Applicant an **employee, relative, vendor, or contractor** of Union Pacific? Yes ☐ No ☐
Do you plan to **sublease** to another party? Yes ☐ No ☐ (Complete separate Application for Sublessee.)

Are there any unsatisfied judgments or liens against Applicant? Yes ☐ No ☐
Has Applicant declared bankruptcy in the last 10 years? Yes ☐ No ☐
Note: Income Statement and Balance Sheet must be provided upon request.

2. PROPERTY INFORMATION

Property Location ***(Detailed Location Map/Aerial Print/Site Plan MUST be included with this Application.)***
Nearest City _____ County _____ State _____
Nearest roadway crossing / Intersection _____ Tax APN (if available) _____
Other Location Description _____

Intended Use of this site/purpose for lease (be specific, attach description/schedules as necessary) _____
_____
_____
List all **Commodities/Materials/Products** to be used/stored on site _____
_____
List all **Equipment** to be used/stored on site _____
_____
List all **Hazardous Material or Petroleum Products** to be handled on site _____
_____
Note: Environmental assessment (Phase 1&2, soil/groundwater sampling), spill prevention plan, emergency response plan, MSDS's, etc. may be required upon request. Please attach available information, as applicable.

3. IMPROVEMENTS

Do **improvements currently exist** on the lease site? Yes ☐ No ☐

Describe all improvements that exist on the premises, including type (office, warehouse, shed, etc.), use, and owner (tenant, Railroad, other) (attach schedule of additional improvements as necessary).

Improvement Type _____ **Use** _____ **Owner** _____

Improvement Type _____ **Use** _____ **Owner** _____

Improvement Type _____ **Use** _____ **Owner** _____

Describe any other improvements not mentioned _____

Please attach bill of sale or other proof of ownership of non-Railroad improvements.

Do you **plan to construct improvements** on the lease site? ☐ Yes ☐ No

If "Yes", describe improvements _____

_____

Note: Construction plans must be provided to and approved by Union Pacific prior to construction.

Are there, or do you plan to install, **Storage Tanks** on the lease site? ☐ Yes ☐ No

☐ Above Ground ☐ Underground Commodity _____ Size _____

4. UTILITIES

Check the appropriate boxes below, as they relate to the lease premises:

Power Service to Site: Existing ☐ Planned ☐ None ☐ Provider: _____

Public Water Service to Site: Existing ☐ Planned ☐ None ☐ Provider: _____

Water Well(s) on Site: Yes ☐ No ☐ # Active Wells: _____ # Inactive/Abandoned Wells: _____

Sewer Connection on Site: ☐ Public ☐ Septic System ☐ None

5. GUARANTOR INFORMATION

A Guarantor may be required for LLC, Partnership or Small Corporation.

Legal Name of Guarantor (and **Spouse** if an individual) _____

Address _____ City _____ State _____ Zip _____

Contact Name _____ Title _____ Tax ID # _____

Primary Phone # _____ Emergency Phone # _____ Email _____

6. APPLICANT SIGNATURE AND RETURN INFORMATION

Applicant Signature _____ **Date** _____

Name _____ **Title** _____

This application is not a commitment to lease property, and does not grant permission to access Union Pacific property. If approved, a Lease document will be provided to the applicant for signature.

Return completed Application, Print, and any attachments to Lease Manager, Anna Palmer:

Union Pacific Railroad Company
1400 Douglas Street, STOP 1690
Omaha, NE 68179-1690
Phone: 402-544-8554
Fax: 402-501-0340
Email: acpalmer@up.com

Chicago Title Insurance Company
Commitment for Title Insurance

SCHEDULE A

File No. 2210706

1. Commitment Date: December 20, 2021 at 8:00 A.M.

2. Policy or Policies to be issued:

   A. ALTA Owner's Policy (2006) — Amount: $ Premium: $

   Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

   B. ALTA Loan Policy (2006) — Amount: $ Premium: $

   Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

JEAN M. ARMSTRONG and FAYE E. COPELAND

5. The Land is described as follows:

All of the part of Section 24, Township 13 North, Range 41 West of the 6th P.M., in Keith County, Nebraska, lying North of the railroad right-of-way and South of the Highway No. 30 right-of-way, EXCEPT Outlot A of Kalkowski Subdivision more particularly described on the Final Plat recorded in Book "F", Page 38 of the Plats records of Keith County, Nebraska

Thalken Title Co.
P.O. Box 307 - 520 North Spruce
Ogallala, Nebraska 69153
(308) 284-3972

Chicago Title Insurance Company
Commitment for Title Insurance

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the public records.

3. Easements or claims of easements, not shown by the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Taxes or special assessments which are not shown as existing liens by the public records.

*** Special Exceptions:**
(Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by this policy.)

7. Taxes for 2021 and subsequent years.

8. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.

9. No coverage is provided for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code office of the Secretary of State of the State of Nebraska.

10. Included within matters excluded by Exclusions from Coverage, Paragraph 1(a) are the consequences of any action brought under the Perishable Agricultural Commodities Act of 1930, as amended 7 USCS 499 et seq., the Packers and Stockyard Act of 1921, as amended, 7 U.S.C. § 181 et. seq., or any similar federal or state law.

Chicago Title Insurance Company
Commitment for Title Insurance

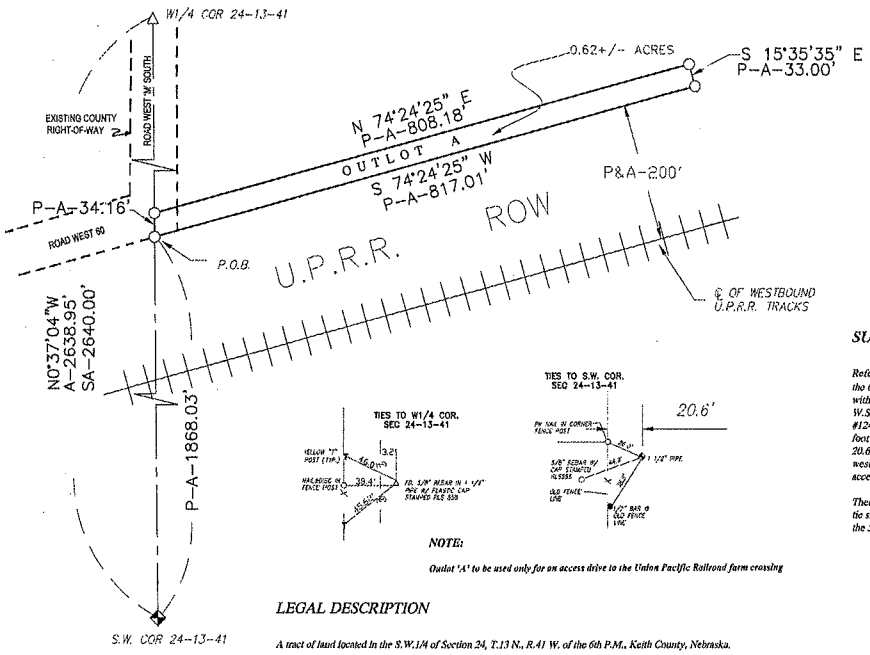
SCHEDULE B, PART II
Exceptions

11. Right-of-way for pipeline in favor of PLATTE PIPE LINE COMPANY, a Delaware Corporation, its successors and assigns, dated November 30, 1950 and recorded February 14, 1951 in Book "T", Page 115 of the Miscellaneous records of Keith County, Nebraska.

End of Schedule B - Section 2

GLEN VANVELSON 2358-

FINAL PLAT OF
KALKOWSKI SUBDIVISION
LOCATED IN THE SOUTHWEST 1/4 OF SECTION 24, T.13N., R.41W. OF THE 6TH P.M., KEITH COUNTY, NEBRASKA



SCALE: 1" = 100'
MARCH 18, 2003

LEGEND

O	FOUND MONUMENT
X	TEMPORARY POINT
D	DEED DISTANCE
A	ACTUAL DISTANCE
P	PLATTED DISTANCE RYAN E. DICKINSON R.L.S.554 DEC 2002
SA	STATE APPLICATION SURVEY #1241

NOTE:

Outlot 'A' to be used only for an access drive to the Union Pacific Railroad farm crossing

SURVEYOR'S NOTE

Referring to the S.W. corner of Section 24, T.13 N., R.41 W. of the 6th P.M., Keith County. Nebraska. I found a 1 1/4" pipe flush with the surface and a 5/8" rebar stamped R.L.S. 555, 4.5 feet ± W.S.W. of said pipe. With the use of the state application survey #1241, on Page 11 of said state application. a call is made (20.6 foot east of fence line extending north and south). The pipe is 20.6 east of old fence (see tie to the left) and the distance to the west quarter corner of said section is in reasonable tolerance. I have accepted this corner.

There are no ties found in the area of the 5/8" rebar, nor is there a tie sheet or survey found in the Keith County Surveyor's office for the 5/8" rebar.

LEGAL DESCRIPTION

A tract of land located in the S.W.1/4 of Section 24, T.13 N., R.41 W. of the 6th P.M., Keith County, Nebraska.

Commencing at the S.W. corner of the S.W.1/4 of Section 24, T.13 N., R.41 W. of the 6th P.M., Keith County, Nebraska; thence N 00 °37'04" W on the West Line of said S.W.1/4, 1,868.03 feet to a point on the North Line of the Union Pacific Railroad Right-of-Way, said point also being the Point of Beginning; thence continuing on the aforesaid bearing on said West Line 34.16 feet; thence N 74 °24'25" E parallel to said Railroad Right-of-Way Line 808.18 feet; thence S 15 °35'35" E at a right angle to said North Line 33.00 feet; thence S 74 °24'25" W on said North Railroad Right-of-Way Line 817.01 feet to the Point of Beginning, containing 0.62 acres more or less, the sidelines being prolonged or shortened to conform with the grantor's lines.

STATE OF NEBRASKA)
COUNTY OF KEITH)

The Dedication Plat for as it appears on the foregoing plat and as described in the accompanying certificate, is created with the free consent and in accordance with the desires of the undersigned owners and proprietors. Located in the SW.1/4 of Section 24, T.13 N., R.41 W. of the 6th P.M., Keith County, Nebraska.

Jo Anne Harms
Jo Anne Harms,
Trustee of the Milan Harms Family Trust

Jo Anne Harms
Jo Anne Harms,a single person

STATE OF NEBRASKA)
COUNTY OF KEITH)

Be it remembered that on the 18th day of March 2003 before me a notary public in and for the said county and state came Jo Anne Harms, to me personally known to be the same person who executed the foregoing certificate and duly acknowledge the execution thereof as his or her voluntary act and deed. In testimony whereof I have set my hand and affixed my seal the day and year above written.

Barb J. Shaffer
Notary Public

My commission expires 6-30-03

GENERAL NOTARY-State of Nebraska
BARB J. SHAFFER
My Comm. Exp. June 30, 2003

APPROVAL AND ACCEPTANCE (PLANNING COMMISSION)

The Final Subdivision Plat of Kalkowski Subdivision located in the SW.1/4 of Section 24, T.13 N., R.41 W. of the 6th P.M., Keith County. Nebraska, shown hereon have been reviewed by the Keith County Planning Commission and the same have been approved and accepted.

Will Holland — 4/7/03
Chairperson of Planning Commission — *Date*
Final Public Hearing

APPROVAL AND ACCEPTANCE (BOARD OF COUNTY COMMISSIONERS)

The Final Subdivision Plat of Kalkowski Subdivision located in the SW.1/4 of Section 24, T.13 N., R.41 W. of the 6th P.M., Keith County, Nebraska, shown hereon have been reviewed by the Board of County Commissioners and the same have been approved and accepted.

W.E. O'Leary — 4/30/03
Chairperson of Board of County Commissioners — *Date*

RECORDED

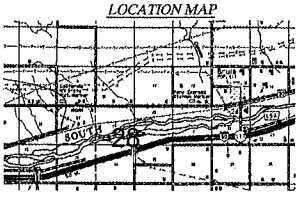
Entered on numerical index and filed for record this 30 day of April, 2003 at 9:30 o'clock A.M., and recorded in F of Plats at Page 38, in the Office of Keith County Clerk.

Donna Messersmith
Donna Messersmith,
Keith County Clerk

KEITH COUNTY NEBRASKA

SITE LOCATION

LOCATION MAP



TAGGE ENGINEERING CONSULTANTS, INC.

SURVEYOR'S CERTIFICATE

I do hereby certify that, under my personal supervision, this plat was prepared from an actual survey completed this 18th day of March, 2003, and is correct to the best of my knowledge.

NEBRASKA REGISTERED LS-554 LAND SURVEYOR RYAN E. DICKINSON

Ryan E. Dickinson, Registered Land Surveyor

©

FROM:
EMIL RUSER et ux

TO:
PLATTE PIPE LINE COMPANY

STATE OF NEBRASKA)
COUNTY OF KEITH) SS.
Entered on Numerical Index and Filed for Record this 14th day of Febr. A.D., 1951 at 9:00 o'clock A.M., and duly recorded in Book T of Misc. on page 115.

E. A. Sudman -- County Clerk

RIGHT OF WAY

FOR AND IN CONSIDERATION OF THE SUM OF Three Hundred eighty-five and No/100 DOLLARS, to the grantors paid, the receipt of which is hereby acknowledged, Emil Ruser - Myrtle Ruser (Husband & Wife) herein called Grantors, hereby grant unto PLATTE PIPE LINE COMPANY, a Delaware corporation, hereafter called Grantee, its successors and assigns, the right to lay, maintain, inspect, operate protect, repair, replace and remove a pipe line and equipment and apparatus therefor, for the transportation of liquids and/or gases on, over and through the following described land of which grantors warrant they are the owners in fee simple, situated in KeithCounty, State of Nebraska, to-wit

North half: Southwest Quarter and Southeast Quarter of Section Twenty-four (24) Township Thirteen (13), North, Range Forty-one (41) West.

together with the right of unimpaired access to said pipe line and the right of ingress andegress on, over and through said land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted hereunder.

The said grantors have the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted to the said grantee. Grantors agree not toobuild, create or construct, any obstruction, engineering works, or other structure over said pipe line or lines, nor permit same to be done by others.

In addition to the above consideratinn, grantee agrees to pay any damages which may arise to crops, buildings, drain tile, fences and timber, by reason of grantee's operations.

Any pipe line or lines constructed by grantee across lands under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with such cultivation.

As a part of the consideration hereinabove set forth Grantors hereby grant unto said Grantee the right at any time or times to construct and operate an additional pipe line or pipe lines alongside of said first pipe line on, over and through said land, and Grantee agrees to pay Grantors for each additional pipe line so placed the sum of Three Hundred Eighty-five and No/1000 Dollars, on or before the time Grantee commences to construct such pipe line on the land hereinabove described. SAid additional line or lines to be subject to the same right, privileges and conditions as the original line.

Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by said grantee.

It is agreed that any payment hereunder may be made direct to said grantors or any one of them, or by depositing such payment to the credit of said grantors or any one of them in the Farmers State Bank of Big Springs, Nebr., and payment so made shall be deemed and considered as payment to each of said grantors.

The rights herein granted may be assigned in whole or in part.

The terms, conditinns, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Notwithstanding any provision to the contrary herein contained, any portion of any pipe line constructed hereunder by Grantee which crosses any rivers, creeks, or ravines may, at the option of Grantee, be constructed on either overhead crossings installed by Grantee or laid in the bed of such river, creek or ravine and not buried to any particular depth.

IN WITNESS WHEREOF, We have hereto set our hands and our seals this 30 day of November, 1950.

Signed, sealed and delivered in the presence of:
G. P. Berry

(I.R.$.55)

Emil Ruser (Seal)
Myrtle Ruser (Seal)

38808— THE AUGUSTINE CO. GRAND ISLAND, NEBR.

STATE OF NEBRASKA }
COUNTY OF KEITH } SS.

On this 1st day of December, 1950, before me, Leo Loar, a Notary Public within and for said state and county, Emil Ruser, and Myrtle Ruser, his wife, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the individuals described in and who executed the said annexed instrument as parties thereto, and they severally acknowledged the same to be their voluntary act and deed.

In witness whereof I have hereunto set my hand and affixed my offical seal the day and year first above written.

Leo Loar -- Notary Public

My commission expires: Jan. 22, 1953.
(Seal)

535 E. Chestnut, P.O. Box 407
Sterling, CO 80751
Office: 970-522-7770/Fax 970-522-7365

THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

FARM, RANCH, AND LAND PURCHASE AGREEMENT

Firm Name & Address:
Reck Agri Realty & Auction
535 E Chestnut, PO Box 407
Sterling, CO 80751

Date: February 16, 2022

The undersigned, _____, as Buyer(s), agrees to purchase the following Property:

Legal Description of Parcel as described in West Brule Irrigated Land Auction Detail Brochure Updated & Printed: February 2, 2022.

SELLER: _____

The only personal property included is as follows: Inclusions as stated in West Brule Irrigated Land Auction Detail Brochure Updated & Printed: February 2, 2022.

Seller agrees to furnish a title insurance policy insuring marketability and Buyer(s) shall be furnished a current title insurance commitment by Seller. The cost of title insurance issued for this sale, if any, shall be equally divided between Buyer(s) and Seller.

Seller agrees to convey to Buyer(s) by Warranty deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record.

Price. Buyer(s) agrees to pay $_(Successful Bid)___, on the following terms: an earnest money deposit of $___(15% of Successful Bid)___ at this time as shown by the receipt herein. If paid by check, it will be cashed. All monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent. The balance of the purchase price shall be paid as follows: All Cash: Balance of $__ (Successful Bid less 15%) shall be paid in good funds at time of delivery of deed.

Other Provisions:

1-1.) Water rights to be conveyed as stated in West Brule Irrigated Land Auction Detail Brochure Updated & Printed: February 2, 2022.

1-2.) Growing crops to be conveyed as stated in West Brule Irrigated Land Auction Detail Brochure Updated & Printed: February 2, 2022.

1-3.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and auction ended February 16, 2022, and in accordance with the terms and conditions of this Purchase Agreement, the West Brule Irrigated Land Auction Detail Brochure Updated & Printed: February 2, 2022, the Title Commitment and all supplements and additions thereto, and other written statements as sent during the Auction by the Auction Broker and the Auctioneer. Upon Reck Agri Realty & Auction, as broker, declaring each tract sold, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Agreement and the West Brule Irrigated Land Auction Detail Brochure Updated & Printed: February 2, 2022. In the event of a conflict between this Agreement and the West Brule Irrigated Land Auction Detail Brochure Updated & Printed: February 2, 2022, the West Brule Irrigated Land Auction Detail Brochure Updated & Printed: February 2, 2022, as modified by written statements at the auction, shall control.

1-4.) Buyer(s), before closing, may designate additional parties, including Buyer(s) or an entity owned or controlled by Buyer(s), to be named as Buyer(s) on all instruments of transfer of the Property and other necessary closing documents, including title commitments.

1-5.) On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the West Brule Irrigated Land Auction Detail Brochure Updated & Printed: February 2, 2022, and understood, and agreed to all written statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the West Brule Irrigated Land Auction Detail Brochure Updated & Printed: February 2, 2022. Buyer(s) has, relying solely on his/her own Due Diligence and with no oral or written representations from the Seller or the Auction Company or its agents, accepted the Property "As Is, Where Is" including, but not limited to, no physical environmental or legal compliance warranties whatsoever from the Seller.

1-6.) See West Brule Irrigated Land Auction Detail Brochure Updated & Printed: February 2, 2022, for terms and conditions of real estate taxes.

1-7.) Thalken Title Co Title Commitment attached and incorporated by File No. 2210706.

1-8.) West Brule Irrigated Land Auction Detail Brochure Updated & Printed: February 2, 2022.

1-9.) In accordance with the Nebraska Uniform Electronic Transactions Act, Seller and Buyer(s) agree they may contract through facsimile transmission. Execution and delivery of this purchase agreement may be effected using facsimile transmission. If any such transmission is so used, it shall be deemed by the parties to be sufficient, and original copies of such transmissions will not be delivered to either party.

Buyer(s) and Seller acknowledge and understand that the closing of the sale may be handled by an escrow agent and that the listing broker, Reck Agri Realty & Auction, is authorized to transfer the earnest money or any other funds received to the escrow agent. After the transfer, broker shall have no further responsibility or liability to Buyer(s) or Seller to account for the funds. Escrow agent's charges shall be equally divided between Buyer(s) and Seller.

The closing date of the sale shall be on or before March 23, 2022.

Seller agrees to maintain the above-described real estate and improvements in their present condition until delivery of possession. Seller represents that there are no latent defects in the Property of which the Seller is aware.

This agreement shall in no manner be construed to convey the Property or to give any right of possession. Risk of loss or damage to the Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause and Seller does not elect to repair or replace said structure, Buyer(s) shall have the right to rescind this agreement, and the earnest money shall be refunded.

If Buyer fails to consummate this purchase according to the terms of this agreement, Seller may elect to treat this Contract as canceled, in which case all Earnest Money (whether or not paid by Buyer) shall be paid to Seller and retained by Seller; and Seller may recover such damages as may be proper; or Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

This document shall be binding upon the benefit of the parties hereto, their heirs, personal representatives, successors and/or assigns.

Buyer(s) acknowledges receipt of a copy of this offer, which has not yet been signed by Seller.

BUYER: _____ DATE:_____
BUYER (Successful Bidder at West Brule Irrigated Land Auction)

ADDRESS:_____

NAMES FOR DEED:_____ in joint tenancy/tenants in common.

RECEIPT FOR EARNEST MONEY

RECEIVED FROM:_____
$_____ (by Reck Agri Realty & Auction) to apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified, or in the event there are any defects in the title which cannot be cured as specified above, the Deposit shall be refunded.

Reck Agri Realty & Auction
535 E Chestnut

PO Box 407
Sterling, CO 80751
Phone: 970-522-7770, Fax: 970-522-7365

By:_____ DATE:_____
Ben Gardiner

ACCEPTANCE

Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth.

SELLERS:

_____ DATE:_____

_____ DATE:_____

BUYER(S) PLEASE NOTE
At closing Buyer(s) is required to have cashier's check for the balance of his payments.

SELLER PLEASE NOTE
Upon termination of Seller's insurance at closing, Seller should insure all personal property remaining on the premises prior to delivery of possession.

SEE BACK

Agency Disclosure Information for Buyers and Sellers

Company: Reck Agri Realty & Auction **Agent Name:** Ben Gardiner

Nebraska law requires all real estate licensees provide this information outlining the types of real estate services being offered. For additional information on Agency Disclosure and more go to: http://www.nrec.ne.gov/consumer-info/index.html

The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):

_____Limited Seller's Agent

- *Works for the seller*
- *Shall not disclose any confidential information about the seller unless required by law*
- *May be required to disclose to a buyer otherwise undisclosed adverse material facts about the property*
- *Must present all written offers to and from the seller in a timely manner*
- *Must exercise reasonable skill and care for the seller and promote the seller's interests*

A written agreement is required to create a seller's agency relationship.

_____Limited Buyer's Agent

- *Works for the buyer*
- *Shall not disclose any confidential information about the buyer unless required by law*
- *May be required to disclose adverse material facts to a seller including facts related to buyer's ability to financially perform the transaction*
- *Must present all written offers to and from the buyer in a timely manner*
- *Must exercise reasonable skill and care for the buyer and promote the buyer's interests*

A written agreement is not required to create a buyer's agency relationship

_____ Limited Dual Agent

- *Works for both the buyer and seller*
- *May not disclose to seller that buyer is willing to pay more than the price offered*
- *May not disclose to buyer that seller is willing to accept less than the asking price*
- *May not disclose the motivating factors of any client*
- *Must exercise reasonable skill and care for both buyer and seller*

A written disclosure and consent to dual agency required for all parties to the transaction

_____Customer Only *(list of services provided to a customer, if any, on reverse side)*

- ***Agent does not work for you**, agent works for another party or potential party to the transaction as:*
  __Limited Buyer's Agent __Limited Seller's Agent
  __ Common Law Agent (attach addendum)
- *Agent may disclose confidential information that you provide agent to his or her client*
- *Agent must disclose otherwise undisclosed adverse material facts:*
  - *about a property to you as a buyer/customer*
  - *about buyer's ability to financially perform the transaction to you as a seller/customer*
- *Agent may not make substantial misrepresentations*

____Common Law Agent for_____Buyer_____Seller *(complete and attach Common Law Agency addendum)*

THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS. *By signing below, I acknowledge that I have received the information contained in this agency disclosure and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.*

Acknowledgement of Disclosure

(Including Information on back of form)

_____ _____

(Client or Customer Name) Date (Client or Customer Name) Date

Contact Information:

Agent name: Ben Gardiner
Reck Agri Realty & Auction
535 E Chestnut, PO Box 407
Sterling, CO 80751
Office: 970-522-7770
Fax: 970-522-7365
E-mail: bgardiner@reckagri.com

Managing Broker: Marc Reck
Reck Agri Realty & Auction
535 E Chestnut, PO Box 407
Sterling, CO 80751
Office: 970-522-7770
Fax: 970-522-7365
E-mail: marcreck@reckagri.com

Items Broker may perform:

1.) Conduct showings of properties;
2.) Review and explain clauses in the sales contract;
3.) Present offers to the seller and counter-offers from the seller.

BIDDER APPROVAL REQUEST

Date: _____

I _____ , request approval to bid on West Brule Irrigated Land Auction and participate in Online Only Auction to sell this property. In order to bid and participate in the Online Only Auction, I agree and acknowledge the following:

1. I have read the West Brule Irrigated Land Auction Detail Brochure, Updated & Printed: February 2, 2022, and agree to the terms and conditions of the Online Only Auction.
2. The auction is to begin Tuesday, February 15, 2022 @ 8 am and will "soft close" Wednesday, February 16, 2022 @ 12 noon. Bidding will continue in 5 minute increments until 5 minutes have passed with no new bids. Bidders may bid at any time before bidding closes.
3. With the close of the auction, if I am the successful bidder, I accept the title commitment and will sign the contract as shown within the above stated detail brochure, and deliver the earnest money deposit to Reck Agri Realty & Auction within 24 hours of the close of the auction.
4. With this request I have provided Reck Agri Realty & Auction the following: 1.) Verification of available funds to purchase the property; and/or 2.) Bank loan approval letter with no contingencies.
5. Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker.

Bidder(s) requesting approval:	Signature:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Approved by:

Reck Agri Realty & Auction

_____

Ben Gardiner