DETAIL BROCHURE BOX BUTTE COUNTY PIVOT IRRIGATED LAND AUCTION

March 29, 2022 PRINTED: March 25, 2022

BOX BUTTE COUNTY PIVOT IRRIGATED LAND AUCTION

Box Butte County, Nebraska

TO BE SOLD AT

MULTI PARCEL AUCTION with RESERVE

ON

Tuesday, March 29, 2022 1:30 pm, MT Box Butte County Fairgrounds Hemingford, NE

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



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

OVERVIEW: The "BOX BUTTE COUNTY PIVOT IRRIGATED LAND AUCTION" will be held Tuesday, March 29, 2022 @ 1:30 pm MT at the Box Butte County Fairgrounds in Hemingford, NE. In the event of inclement weather, check reckagri.com and our Facebook page.

SALE TERMS/PROCEDURE: The "BOX BUTTE COUNTY PIVOT IRRIGATED LAND AUCTION" is a land auction with RESERVE. The BOX BUTTE property to be offered as a "MULTI PARCEL" Auction in 4 Parcels, 2 Combos and as a Single Unit. The Parcels, Combos, and Single Unit will be offered in the sale order as stated within the brochure. The Parcels, Combos, and Single Unit will compete to determine the highest aggregate bid(s). 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 conclusion of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign an agreement to purchase in a form as provided and approved by Seller for the amount of the bid. Required earnest money deposit to be in the form of a personal, business, cashiers, or corporate check for 15% of the purchase price which is due upon the signing of the agreement and to be deposited with Reck Agri Realty & Auction. The agreement will not be contingent upon financing. Terms and conditions in the detail brochure and oral announcements shall be incorporated and made a part of the agreement.

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 shall occur on or before April 29, 2022. The closing to be conducted by Kunzman Title company, acting with sole discretion, and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by Special Warranty Deed, subject only to the Permitted Exceptions. 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). The Buyer(s) shall receive (i) a current title commitment as part of the detail brochure, (ii) an updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto, and (iii) an owner's title insurance policy in an amount equal to the Purchase Price after closing. Property to be sold subject to (collectively, the "Permitted Exceptions"): existing roads and highways; the rights of tenants under unrecorded leases with Seller, if any; all exceptions to title appearing of record on Seller's vesting deed to the Property at the time Seller took title; real estate taxes that are not due and payable as of the date of the closing; all easements, servitudes, rights of way, encumbrances and matters of record or fact, including without limitation, all matters listed as exceptions in the title commitment for the owner's title insurance policy to be furnished to Buyer(s) in connection herewith; all right, title and interest of third parties in and to oil, gas or other minerals concerning the Property under recorded instruments, as well as all rights, title and interest of third parties under existing oil, gas, or mineral leases concerning the Property; such matters that could be disclosed by a current survey of the Property prepared in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys; and zoning, building, subdivision, and other restrictions and regulations of record. Title commitments are available for review within the detail brochure and at the auction and title commitment and exceptions will be incorporated and made a part of the Agreement to Purchase.

POSSESSION: Possession of the Property, subject to the Permitted Exceptions, shall be given to Buyer(s) at closing except for the following: Possession of property prior to closing would be available upon the Buyer (s) entering into an agreement with Seller to allow the following: Upon signing of Agreement to Purchase with Seller at the auction and the earnest money clearing the banking system and being legally sufficient funds, Buyer(s) may enter onto property and complete the necessary fieldwork to plant crops. Any completion of fieldwork and planting of crops does not constitute a farm lease. If Buyer(s) defaults and doesn't close, all fieldwork, crop expenses, and earnest money is forfeited to Seller. If closing does not occur due to the default of Seller, Seller to reimburse Buyer(s) for fieldwork completed at custom rates and invoiced crop expenses.

PROPERTY CONDITION: The Property is being sold on a strictly "AS IS-WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the Property is made by the Seller or Reck Agri Realty & Auction unless agreed to in writing by Seller. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the Property. All such due diligence shall be conducted and completed by each potential bidder prior to the auction.

WATER RIGHTS and EQUIPMENT: Seller to convey, subject to the Permitted Exceptions, all Seller's water rights, water wells, well permits, and equipment appurtenant to the Property whether for irrigation or livestock use in-

cluding but not limited to well permits #G-129552, #G-129429, #G-129428, and #G-129501. Each of the wells are subject to the rules, regulations, and limitations of the Nebraska Department of Natural Resources and the Upper Niobrara White 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 domestic/irrigation wells, and/or condition of all domestic or irrigation equipment. Seller to convey by bill of sale 4 electric motors, pumps, and pivots. See parcel information for the description of well permits and irrigation equipment.

GROWING CROPS: No growing crops.

FSA DETERMINATION: FSA base acres and yields to pass with the Parcels, Combos, or Single Unit as designated within the detail brochure. Buyer(s) and Seller, at closing, to sign a memorandum of understanding stating the base acres and yields as designated within the detail brochure.

REAL ESTATE TAXES: 2021 real estate taxes due in 2022, to be paid by Seller. 2022 taxes due in 2023 are paid by the Buyer(s).

LEGAL DESCRIPTION: Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. If the Property is sold in parcels and/or combos and a metes and bounds legal description in needed, Seller to pay for a survey prepared by a surveyor selected by Seller, acting with sole discretion.

MINERALS: Seller to quitclaim, without any warranties of title, all OWNED mineral rights, if any, to Buyer(s).

NOXIOUS WEEDS: There may be areas infested by noxious weeds, the location of and the density of noxious weeds is unknown at this time.

ACREAGES: All stated acreages in the initial brochure, detail brochure, and visual presentation at the auction are approximate and are either obtained from aerial photos from the FSA office and/or county assessor records. The county assessor records may indicate different acreages than the FSA office and no warranty is expressed or implied as to exact acreages of the 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.

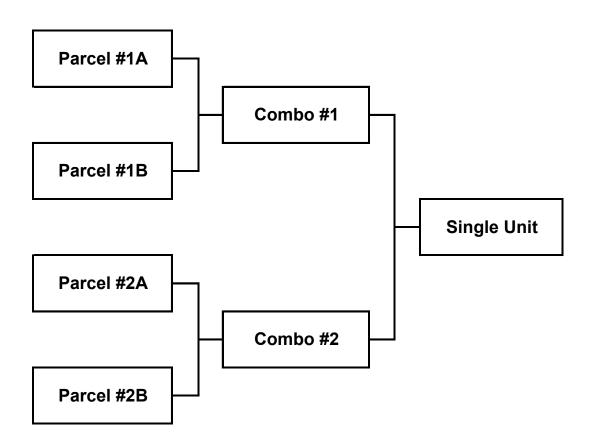
MULTIPLE PARTY BID: If several parties go together and collectively bid on parcel(s) and the Multiple Party Bid is the highest bid, at the conclusion of the auction each party within the Multiple Party Bid shall identify and agree to sign separate contract(s), pay for their respective separate parcel(s) at closing, and pay for a metes & bounds survey and additional title insurance premium to create the legal description for their respective separate parcel. The collective purchase prices for the separate parcels shall equal the total Multiple Party Bid.

ANNOUNCEMENTS: The information contained in this brochure herein has either been given to us by the owner of the Property, or obtained from sources that we deem reliable, and is subject to verification by all parties relying on it. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility or liability for errors, omissions, corrections, or withdrawals. The location maps, sketches, and dimensions are approximate, may not be survey accurate, and are for general location purposes only. The prospective Buyer(s) should verify all information contained herein. All equipment and improvements are to be 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 Sellers Agent. Announcements made by Reck Agri Realty & Auction, at the time of sale will take precedence over any previously printed material or other oral statements. Reck Agri Realty & Auction reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. All decisions of the auctioneer at the auction are final. Bidding increments are at the discretion of the Broker.

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AUCTION BRACKET & SALE ORDER

AUCTION BRACKET



SALE ORDER	
PARCEL #1A	
PARCEL #1B	
COMBO #1	
PARCEL #2A	
PARCEL #2B	
COMBO #2	

SINGLE UNIT

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LOCATION MAP





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PARCEL #1A - PLAT MAP



PARCEL #1A PROPERTY INFORMATION

LEGAL NW1/4 & Part of SW1/4 of Section 1, Township 27 North, Range 51 West of

DESCRIPTION: the 6th PM, Box Butte County, NE.

See Pages 36-52 for legal description, title commitment, and title exceptions.

ACREAGE: 127.7± Acres Pivot Irrigated

25.6± Acres Dryland 8.3± Acres Grass/Roads

161.6± Total Acres

SOILS: See Soils Maps on Page 20

TAXES: Estimated 2021 real estate taxes payable in 2022 are: \$3,321.24

FSA INFORMATION: FSA bases: 45.3 ac corn w/ 122 bu PLC yield, 13.3 ac wheat w/ 55 bu PLC

yield, and 5.7 ac oats w/ 35 bu PLC yield.

IRRIGATION 136.75 Upper Niobrara White NRD certified acres, 75.67 remaining alloca-WATER & tion. Well #G-129429, 100 HP electric motor & 7 tower Reinke pivot. See

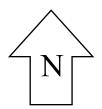
EQUIPMENT: Pages 25-27 for copy of Well Registration. See Page 24 for Well Summary.

IMPROVEMENTS: 2 Grain Bins.

COMMENTS: If Parcels #1B and/or #2B sell separately, a 30 foot shared road easement to

be reserved through Parcels #1A & #2A to provide access to Parcels #1B and/

or #2B. See Parcel #1A map for location of road easement.



PARCEL #1B - PLAT MAP



PARCEL #1B PROPERTY INFORMATION

LEGAL NE1/4 of Section 1, Township 27 North, Range 51 West of the 6th PM, Box

DESCRIPTION: Butte County, NE, subject to final survey.

See Pages 36-52 for legal description, title commitment, and title exceptions.

Access Easement along existing trail.

ACREAGE: 130.2± Acres Pivot Irrigated

35.2± Acres Dryland
1.3± Acres Grass/Roads

166.7± Total Acres

SOILS: See Soils Maps on Page 21

TAXES: Estimated 2021 real estate taxes payable in 2022 are: \$3,386.26

FSA INFORMATION: FSA bases: 45.4 ac corn w/ 122 bu PLC yield, 13.4 ac wheat w/ 55 bu PLC

yield, and 5.8 ac oats w/ 35 bu PLC yield.

IRRIGATION 136.75 Upper Niobrara White NRD certified acres. 75.67 remaining alloca-

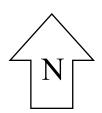
WATER & tion. Well #G-129552, 100 HP electric motor & 8 tower Reinke pivot. See

EQUIPMENT: Pages 28-30 for copy of Well Registration. See Page 24 for Well Summary.

COMMENTS: If Parcels #1B and/or #2B sell separately, a 30 foot shared road easement to

be reserved through Parcels #1A & #2A to provide access to Parcels #1B and/

or #2B. See Parcel #1B map for location of road easement.



COMBO #1 - PLAT MAP



COMBO #1 PROPERTY INFORMATION

LEGAL DESCRIPTION:	See Parcels #1A & #1B.
ACREAGE:	257.9± Acres Pivot Irrigated 60.8± Acres Dryland 9.6± Acres Grass/Roads 328.3± Total Acres
SOILS:	See Parcels #1A & #1B.
TAXES:	Estimated 2021 real estate taxes payable in 2022 are: \$6,707.50
FSA INFORMATION:	FSA bases: 90.7 ac corn w/ 122 bu PLC yield, 26.7 ac wheat w/ 55 bu PLC yield, and 11.5 ac oats w/ 35 bu PLC yield.
IRRIGATION WATER & EQUIPMENT:	See Parcels #1A & #1B.
IMPROVEMENTS:	See Parcel #1A.
COMMENTS:	See Parcels #1A & #1B.



PARCEL #2A - PLAT MAP



PARCEL #2A PROPERTY INFORMATION

LEGAL Part of SW1/4 of Section 1, Township 27 North, Range 51 West of the 6th

DESCRIPTION: PM, Box Butte County, NE.

See Pages 36-52 for legal description, title commitment, and title exceptions.

ACREAGE: 125.4± Acres Pivot Irrigated

20.9± Acres Dryland
2.0± Acres Grass/Roads

148.3± Total Acres

SOILS: See Soils Map on Page 22

TAXES: Estimated 2021 real estate taxes payable in 2022 are: \$3,161.93

FSA INFORMATION: FSA bases: 45.3 ac corn w/ 122 bu PLC yield, 13.3 ac wheat w/ 55 bu PLC

yield, and 5.8 ac oats w/ 35 bu PLC yield.

IRRIGATION 136.75 Upper Niobrara White NRD certified acres, 75.67 remaining allocations NVATER 8

WATER & tion. Well #G-129428 100 HP electric motor & 8 tower Reinke pivot. See Pag-

EQUIPMENT: es 31-32 for copy of Well Registration. See Page 24 for Well Summary.

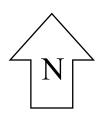
COMMENTS: Well is non-operational. Originally, the Seller was going to redrill the irriga-

tion well. After further review, it was determined instead redrilling the well, the well needed additional rock. The Seller, at closing, will credit the Buyer \$50,000 toward maintenance and/or repair of said well. The Seller is selling

the property in AS IS-WHERE IS CONDITION.

If Parcels #1B and/or #2B sell separately, a 30 foot shared road easement to be reserved through Parcels #1A & #2A to provide access to Parcels #1B and/

or #2B. See Parcel #2A map for location of road easement.



PARCEL #2B - PLAT MAP



PARCEL #2B PROPERTY INFORMATION

LEGAL SE1/4 of Section 1, Township 27 North, Range 51 West of the 6th PM, Box

DESCRIPTION: Butte County, NE, subject to final survey.

See Pages 28-44 for legal description, title commitment, and title

exceptions.

Access Easement along existing trail.

ACREAGE: 130.7± Acres Pivot Irrigated

38.6± Acres Dryland 169.3± Total Acres

SOILS: See Soils Map on Page 23

TAXES: Estimated 2021 real estate taxes payable in 2022 are: \$3,295.57

FSA INFORMATION: FSA bases: 45.4 ac corn w/ 122 bu PLC yield, 13.4 ac wheat w/ 55 bu PLC

yield, and 5.8 ac oats w/ 35 bu PLC yield.

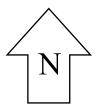
IRRIGATION 136.75 Upper Niobrara White NRD certified acres, 75.67 remaining allocation. Well #G-129501, 100 HP electric motor & 7 tower Reinke pivot. See

EQUIPMENT: Pages 33-35 for copy of Well Registration. See Page 24 for Well Summary.

COMMENTS: If Parcels #1B and/or #2B sell separately, a 30 foot shared road easement

to be reserved through Parcels #1A & #2A to provide access to Parcels #1B

and/or #2B. See Parcel #2B map for location of road easement.



COMBO #2 - PLAT MAP



COMBO #2 PROPERTY INFORMATION

LEGAL DESCRIPTION:	See Parcels #2A & #2B.
ACREAGE:	256.1± Acres Pivot Irrigated 59.5± Acres Dryland 2.0± Acres Grass/Roads 317.6± Total Acres
SOILS:	See Parcels #2A & #2B.
TAXES:	Estimated 2021 real estate taxes payable in 2022 are: \$6,457.50
FSA INFORMATION:	FSA bases: 90.7 ac corn w/ 122 bu PLC yield, 26.7 ac wheat w/ 55 bu PLC yield, and 11.6 ac oats w/ 35 bu PLC yield.
IRRIGATION WATER & EQUIPMENT:	See Parcels #2A & #2B.
COMMENTS:	See Parcels #2A & #2B.



SINGLE UNIT - PLAT MAP



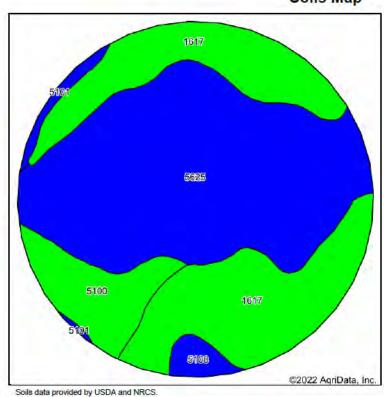
SINGLE UNIT PROPERTY INFORMATION

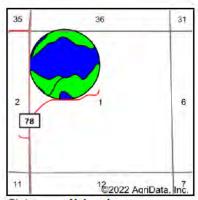
LEGAL DESCRIPTION:	See Parcels #1A, #1B, #2A, & #2B.
ACREAGE:	514.0± Acres Pivot Irrigated 119.6± Acres Dryland 13.3± Acres Grass/Roads 646.9± Total Acres
SOILS:	See Parcels #1A, #1B, #2A, & #2B.
TAXES:	Estimated 2021 real estate taxes payable in 2022 are: \$13,165.00
FSA INFORMATION:	FSA bases: 181.4 ac corn w/ 122 bu PLC yield, 53.4 ac wheat w/ 55 bu PLC yield, 23.1 ac oats w/ 35 bu PLC yield.
IRRIGATION WATER & EQUIPMENT:	See Parcels #1A, #1B, #2A, & #2B.
IMPROVEMENTS:	See Parcel #1A.
COMMENTS:	Parcels #1A, #1B, #2A, & #2B.



PARCEL #1A NW1/4-SOILS MAP

Soils Map





State: Nebraska
County: Box Butte
Location: 1-27N-51W
Township: Lawn
Acres: 126.57

Date: 1/21/2022



19

22.6

42

*n 51.1

16

*n 24.6

24

*n 30.4



Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Alfalfa hay Irrigated Tons	Corn Irrigated Bu	Dry beans Irrigated Bu	Sugar beets Irrigated Tons	*n NCCPI Overall	*n NCCPI Com	*n NCCPI Small Grains
5625	Duroc loam, occasionally flooded	65.83	52.0%		liw	6	135	37	23	50	23	31
1617	Keith loam, 0 to 1 percent slopes	44.84	35.4%		lw	6	133	36	23	56	30	32
5100	Alliance loam, 0 to 1 percent slopes	11.50	9.1%		le	5	145	32	20	43	16	24
5108	Alliance-Rosebud loams, 1 to 3 percent	2.57	2.0%		lle	5	114	30	19	35	14	21

5,9

140

134.8

30

35,9

lle

*n: The aggregation method is "Weighted Average using all components" Soils data provided by USDA and NRCS.

1.83

1.4%

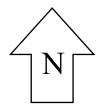
Weighted Average

Area Symbol: NE013, Soil Area Version: 22

Alliance loam, 1 to 3

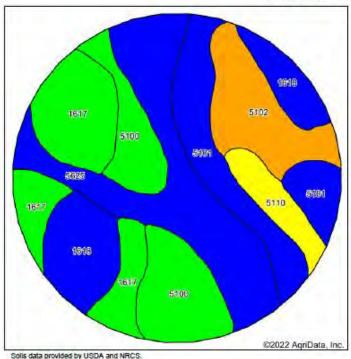
percent slopes

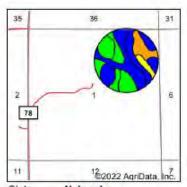
5101



PARCEL #1B NE1/4-SOILS MAP

Soils Map





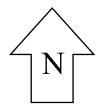
State: Nebraska
County: Box Butte
Location: 1-27N-51W
Township: Lawn
Acres: 122.68
Date: 1/21/2022





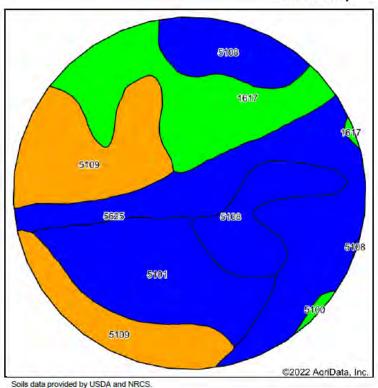
Area :	Symbol: NE013, Soil A	rea Vers	ion: 22									
Code	Soil Description	Acres	Percent of field	Irr class Legend	irr Class	Alfalfa hay Irrigated Tons	Corn Irrigated Bu	Dry beans Irrigated Bu	Sugar beets Irrigated Tons	'n NCCPI Overall	'n NCCPI Com	'n NCCPI Small Grains
5625	Duroc loam, occasionally flooded	29.43	24.0%		llw	6	135	37	23	50	23	-31
1617	Kelth loam, 0 to 1 percent slopes	20.99	17.1%		lw	6	133	36	23	56	30	32
5100	Alliance loam, 0 to 1 percent slopes	19.27	15.7%		le	5	145	32	20	43	16	24
5101	Alliance loam, 1 to 3 percent slopes	18.25	14.9%		lle	4	140	30	19	42	16	24
1618	Kelth loam, 1 to 3 percent slopes	15.20	12.4%		lle	- 6	134			54	29	.32
5102	Alliance loam, 3 to 6 percent slopes	13.82	11.3%		llie	4	128	26	16	41	16	24
5110	Alliance-Rosebud loams, 6 to 11 percent slopes	5.72	4.7%		íVe	4				38	.18	26
			Weight	ed Average	1.88	5.2	129.8	27.5	17.2	*n 47.7	*n 21.8	*n 28.1

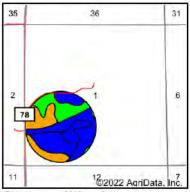
[&]quot;n: The aggregation method is "Weighted Average using all components" Soils data provided by USDA and NRCS.



PARCEL #2A SW1/4-SOILS MAP

Soils Map





State: Nebraska **Box Butte** County: 1-27N-51W Location: Township: Lawn

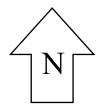
130.41 Acres: Date: 1/21/2022





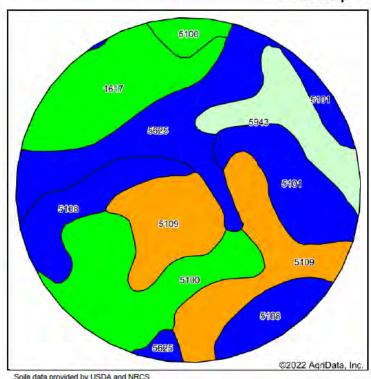
Area	Symbol: NE013, Soil A	rea Vers	ion: 22									
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Alfalfa hay Irrigated Tons	Corn Irrigated Bu	Dry beans Irrigated Bu	Sugar beets Irrigated Tons	*n NCCPI Overall	*n NCCPI Com	*n NCCPI Small Grains
5625	Duroc loam, occasionally flooded	32.51	24.9%		liw	6	135	37	23	50	23	31
5109	Alliance-Rosebud loams, 3 to 6 percent slopes	29.99	23.0%		Ille	5	111	28	17	40	18	27
1617	Keith loam, 0 to 1 percent slopes	23.52	18.0%		lw	6	133	36	23	56	30	32
5101	Alliance loam, 1 to 3 percent slopes	23,15	17.8%		(le	4	140	30	19	42	16	24
5108	Alliance-Rosebud loams, 1 to 3 percent slopes	20.72	15.9%		lle	5	114	30	-19	35	14	21
5100	Alliance loam, 0 to 1 percent slopes	0.52	0.4%		le	5	145	32	20	43	16	24
			Weighte	ed Average	2.05	5.3	126.7	32.4	20.3	*n 45	*n 20.4	*n 27.4

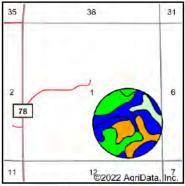
^{*}n: The aggregation method is "Weighted Average using all components" Soils data provided by USDA and NRCS.



PARCEL #2 SE1/4-SOILS MAP

Soils Map





Nebraska State: County: **Box Butte** 1-27N-51W Location: Township: Lawn Acres: 131.08 Date: 1/21/2022





Area	Symbol: NE013, Soil A	rea Vers	ion: 22									
Code	Soil Description	Acres	Percent of field	irr class Legend	Irr Class	Alfalfa hay Irrigated Tons	Corn Irrigated Bu	Dry beans Irrigated Bu	Sugar beets Irrigated Tons	*n NCCPI Overall	*n NCCPI Com	*n NCCPI Small Grains
5109	Alliance-Rosebud loams, 3 to 6 percent slopes	26.99	20.6%		Ille	5	111	28	17.	40	18	27
5100	Alliance loam, 0 to 1 percent slopes	23.13	17.6%		le	5	145	32	20	43	16	24
5625	Duroc loam, occasionally flooded	21.29	16.2%		llw	6	135	37	23	50	23	31
1617	Keith loam, 0 to 1 percent slopes	17.98	13.7%		lw	. 6	133	.36	23	56	30	32
5108	Alliance-Rosebud loams, 1 to 3 percent slopes	16.23	12.4%		lle	5	114	30	19	35	14	21
5101	Alliance loam, 1 to 3 percent slopes	14.53	11.1%		lle	4	140	30	19	42	16	24
5943	Duroc loam, 1 to 3 percent slopes	10.93	8.3%							44	15	23
	•		Weight	ed Average	1.73	4.8	118.2	29.4	18.4	*n 44,3	*n 19.1	*n 26.4

^{*}n: The aggregation method is "Weighted Average using all components" Soils data provided by USDA and NRCS.

WELL SUMMARY

Parcel #1A

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-129429 WellID: 208591 100015 View Scans	I - Irrigation A - Active Registered Well	Box Butte Upper Niobrara-White 27N 51 1 SENW 2605N 1837W 42°20' 37.700" -103°13' 20.900"	2/15/2011 5/3/2011 1 130348840029108 3919405	547 650 gpm 214 ft 284 ft Car - Connected to pump into a common carrier	6 in 320 ft 340 ft

Parcel #1B

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-129552 WellID: 161261 View Scans	I - Irrigation A - Active Registered Well	Box Butte Upper Niobrara-White 27N 51 1 NWNE 1320N 1360E	8/31/1989 9/2/2004 109292574517118 3919401	547 800 gpm 176 ft 210 ft Car - Connected to pump into a common carrier	8 in 270 ft 370 ft

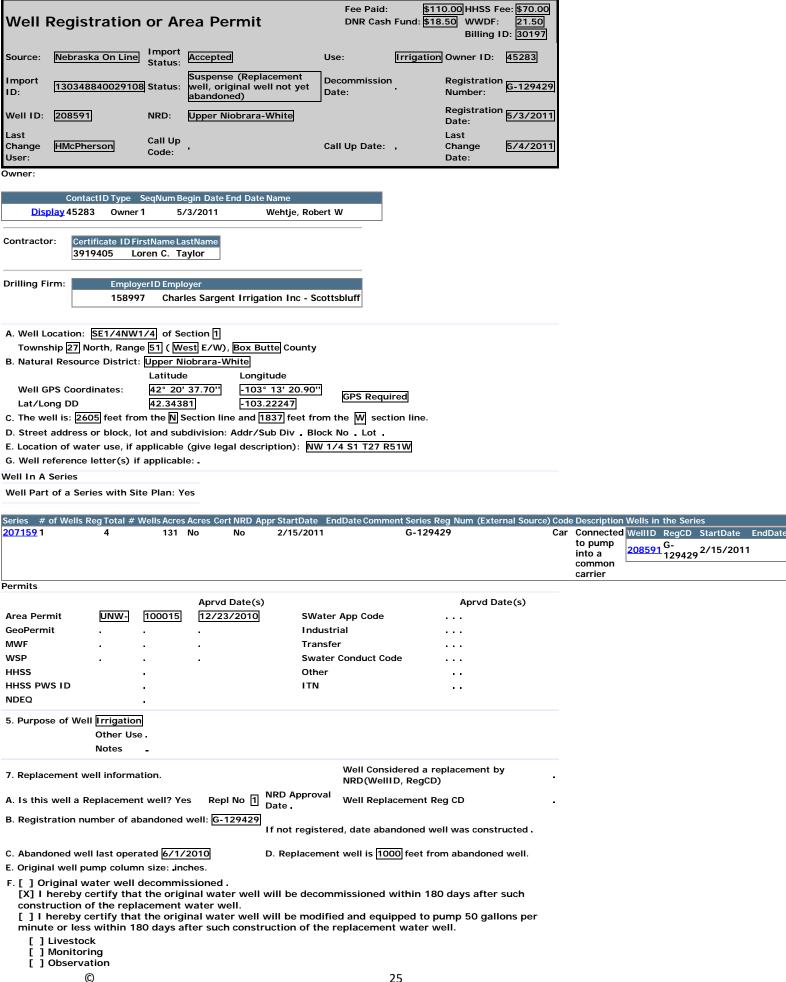
Parcel #2A

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-129428 WellID: 237457 150006 View Scans	I - Irrigation A - Active Registered Well	Box Butte Upper Niobrara-White 27N 51 1 NESW 14445 1391W 42°20' 24,940" -103°13' 27,150"	4/7/2015 7/14/2015 1 143656420221930 39531	547 800 gpm 197 ft 231 ft Car - Connected to pump into a common carrier	8 in 305 ft 385 ft

Parcel #2B

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-129501 WellID: 161264 View Scans	l - Irrigation A - Active Registered Well	Box Butte Upper Niobrara-White 27N 51 1 NWSE 1350S 2640E	6/20/1991 8/31/2004 10929380565499 3919401	547 800 gpm 173 ft 203 ft Car - Connected to pump into a common carrier	8 in 285 ft 381 ft

PARCEL #1A--WELL REGISTRATION #G-129429



25

- [] Nonconsumptive or de minimus use approved by the applicable natural resources district. .
- [] Decommission/Modification certification form is submitted by landowner (Must be submitted before registering well)

G. Location of water use of original well:

NW 1/4 S1 T27 R51W

Decommission Information

Decommission Date: . By 8. Pump Information.

A. Is Pump installed at this time? Yes Free Flowing Well: No

Pump present but Well Inactive: No Well active, no pump installed: No

B. License No.

Certificate ID FirstName LastName Employer 39194 Charles Sargent Irrigation Inc Loren C Taylor

C. Pumping Rate 650 gallons per minute. D. Pumping water level 284 feet.

E. Drop pipe diameter 6 inches. F. Length of pipe 320 in feet. H. Pump Brand/Type Sargent G. Pump equipment installed: 4/20/2011

I. This well wll be used to pump less than 50 gpm? No

9. Well Construction Information

A. Total well depth: 340 feet.

B. Static water level 214 feet.

C. Well Construction began: 2/15/2011

D. Well Construction Completed: 2/15/2011

E. Bore hole diameter in inches. Top 28 Bottom 28

F. Casing and Screen Joints are: Welded

Other Joints description: .

H. Total Estimate Capacity of Well 750 gallons per minute. I. Pumping water level at capacity: 290 feet.

10. Well Construction (Casing & Screen) - c, d, e & f measurements should be in inches to three decimal places Record Count = 2

WellID FromDep	oth* ToDept	h* Case/Scr	een InsideD	iam Outside	eDiam CaseThickr	ness ScrnSlotS	Size Materia	al ScreenTname
2085910	180	casing	15.6	16	0.219		steel	NW Pipe
208591 180	340	screen	15.6	16	0.219	0.06	steel	NW Pipe

^{*} are in Feet, all else is in inches

11. Grout and Gravel Pack

Record Count = 3

WellID	FromDepth	ToDepth	Grout/Gravel	Material Description ¹	Quantity Gravel ²	Volume &Type Grout 3
208591	0	20	grout	cement	1 1/2 yds.	cement
208591	20	180	gravel	gravel pack	80 yds.	1/4" x 3/8"
208591	180	340	gravel	gravel pack	20 yds`	3/4" x 1"

^{*} are in Feet, all else is in inches

12. Well Geologic Materials Logged

WellID	FromDepth*	ToDepth*	Туре	Hardness	Color	Other/Drilling	Action
208591	0	1	Top Soil	Loose	Tan		
208591	1	12	Clay	Dense/Stiff	Green		
208591	12	28	Clay	Dense/Stiff	Yellow		
208591	28	40	Sandstone	Hard	Brown	tr limestone	
208591	40	56	Sandstone	Hard	Brown	coarse sand	
208591	56	57	Clay	Soft	Brown		
208591	57	60	Sandstone	Hard	Gray	fine sand	
208591	60	80	Sandstone	Hard	Brown	clays	
208591	80	97	Fine Sand	Very Hard	Tan	brown ss	
208591	97	99	Limestone	Hard	Tan		
208591	99	100	Fine Sand	Loose	Tan	hard brown ss	
208591	100	140	Sandstone	Hard	Brown	sand, clay	
208591	140	143	Sandstone	Hard	Brown	fine sand	
208591	143	146	Clay	Dense/Stiff	Brown		
208591	146	160	Sandstone	Hard	Gray	fine sand, clay	
208591	160	180	Clay	Soft	Brown	ss, limestone,	cla
208591	180	186	Sandstone	Hard	Brown		
208591	186	190	Clay	Soft	Brown		
208591	190	196	Sandstone	Soft	Brown	fine sand	
208591	196	198	Limestone	Very Hard	Tan		
208591	198	209	Sandstone	Soft	Brown		
208591	209	211	Limestone	Hard	Tan		
208591	211	216	Sandstone	Hard	Brown		

¹Description of gravel pack, i.e. engineered gravel pack, or gravel pit description (1/4 down) or brand name (best sand) natural formation, drilling cuttings, soil backfill

²Quantity #cubic yards, #Tons, #Sacks - (for drilling cuttings and soil backfill estimate quantity) Calculation assistance available on web

³Volume & Type: #gallons of a slurry, #Barrels of a slurry, #sacks used in the slurry, #Bags of non-slurry bentonite (chip-pellet-granular)

2085912	16	218	Limestone	Very Hard	Tan
2085912	18	220	Sandstone	Hard	Brown
2085912	20	235	Clay	Soft	Brown sandstone
2085912	235	237	Limestone	Very Hard	Tan
2085912	237	240	Sandstone	Hard	Brown limestone
2085912	40	257	Sandstone	Very Hard	White sand, clay
2085912	257	260	Clay	Soft	Brown sandstone
2085912	260	272	Fine Sand	Soft	Tan
2085912	72	280	Sandstone	Hard	Brown
2085912	80	300	Sandstone	Hard	Brown sand, clay
2085913	00	303	Sandstone	Very Hard	Brown
2085913	103	320	Sandstone	Hard	Brown sandy clay
2085913	20	326	Sandstone	Hard	Brown
2085913	26	340	Clay	Hard	Tan

^{*} are in Feet.

PARCEL #1B--WELL REGISTRATION #G-129552 STATE OF NEBRASKA Fee Paid **DNR Cash Fund HHSS Fee HHSS-DNR Cash Fund** DEPARTMENT OF NATURAL RESOURCES 7858 Get Billing WATER WELL REGISTRATION FOR DEPARTMENT USE ONLY **NOL ID** 109292574517118 **NOL Status** At DNR Well Status **Registration Code** G-129552 Print Owner ID 35534 **NOL Date** 9/2/2004 09/02/2004 Call Up Code **Registration Date** Add Call Up Date Seq Num 161261 Page 1 of 3 1a Owner's Name Robert W Wehtje b Company Name c Correspondent Name **Attention Name** Address 291 CO Road 79 Hemingford 487-5340 City: State NE Zip Code 69348 Phone 308 2a HHSS Contractor Lic ID: 16593901 Contractor's Name: Loren C.Taylor Contractor's License No: 3919401 Contractor's Email Address: b Drilling Firm Name Charles Sargent Irrigation Inc - Alliance P.O. Box 359 **Address** City: | Alliance NE Zip Code 69301 800 316-4757 State Phone **Drilling Firms Email Address** sargent@premaonline.com **NWNE** Box Butte 3a Well Location of Section 1, Township 27 North, Range 51 W |(E/W), County Upper Niobrara-White **b Natural Resource District** c The well is 1320 feet from the N (N/S) section line and 1360 feet from the (E/W) section line **GPS: or Latitude:** Longitude: **Differential GPS** d Street address or block, lot and subdivision, if applicable: Lot Block No e Location of water use, if applicable (give legal descriptions) NE S1 T27 R 51 f If for irrigation, the land to be irrigated is 135 Acres g Well Reference letter(s), if applicable 4 Permits **Permits Number Permits** Permits Number Date Date **Management Area Permit Transfer Out-Of-State Surface Water** Well Spacing Geothermal **Conduct Water** Industrial **Municipal Industrial Transfer Notice** Other Purpose of Well Irrigation Other **Notes** Wells in a Series a Is this well a part of a series? b If one or more of the wells in the series is currently registered, give the well registration number c How many wells in the series are you registering at this time? 7 Replacement and abandoned well information Replacement Number a Is this well a replacement well? b Registration number of abandoned well If not registered, date abandoned well was constructed c Replacement well is feet from abandoned well. d Abandoned well last operated

e Original well bump column size:

inches.

²⁶⁸Completion of original well abandonment on

g Location of water use of abandoned wel	
8 Pump Information	
a Is pump installed at this time?	
Is pump installed by well owner in secti	ion 1? Is pump installed by contractor in section 2?
Else installed by pump installer.	
b HHSS Installer's License ID.	16593901
Pump Installer's License No.	3919401 Pump Installer's Name Loren C.Taylor
Pump Installer's Email Address	
Pump Installer's Firm Name	Charles Sargent Irrigation Inc - Alliance
Pump Installer's Firm Address	P.O. Box 359
City: Alliance	State NE Zip Code 69301-0000 Phone 800 - 316-4757
Pump Installer's Firm Email Address	
c Pumping Rate 800 gallon	s per minute M measured or estimated
d Drop pipe diameter	8 inches e Length of drop pipe 270 . feet.
f Pumping equipment installed	08 / 31 / 1989 g Pump Brand sargent
h This well will be used to pump less than	50 gpm
9 Well Construction Information	
a Total well depth 370 . fe	eet. b Static Water Level 176. feet.
c Pumping Water Level 210 .	feet. d Well construction began: 08 / 1989
e Well construction completed:	f Bore hole diameter in inches. Top 28. Bottom 28.
g Casing and Screen Joints Welde	ed Other

10 Well Construction (Casing and Screen)

From Depth	To Depth	Inside Diam	Outside Diam	Thickness	Sceen Slot Size	Material	Trade name	Cas
0	208	15.6	16	.219		Steel	NW Pipe	
208	370	15.6	16	.219	.060	Steel	NW Pipe	
-								

11 Well Construction (Grout and Gravel)

NOL ID	From Depth	To Depth	Material	
10929257451	0	170	/4 x 3/8	2

12 Geolog Material Logged

NOL ID	From Depth	To Depth	Description
10929257451	0	5	Topsoil
10929257451	5	16	limey joint clay with trace of magnesium rock
10929257451	16	29	limey joint clay with brown silty joint clay
10929257451	29	35	soft, firm sandstone
10929257451	35	48	silty & limey clays, ledge @ 39` pd2
10929257451	48	49	ledge pd2
10929257451	49	61	soft slighty firm silty sS with thin clays layers Ledge @ 57-58` pd 2
10929257451	61	75	soft sandstone & sand-thin scattered clay layers ledges @ 63-65` pd3
10929257451	75	105	slighty cemented SS with thin clay streaks light pd ledge @ 103 pd2
10929257451	105	122	soft SS and sand w/ clay streaks Ledges @ 109`, 117` pd2
10929257451	122	136	slighty cemented silty sandstone w/thin clay layers
1092925745 	136	200	mushy silty clay w/ broken limestone, trace silty SS

NOL ID	From Depth	To Depth	Description
10929257451	200	203	slighty cemented SS
10929257451	203	205	ledge pd3
10929257451	205	216	firm gray SS
10929257451	216	282	soft fine gray SS and sand Ledges @ 224,225,230235,238,249,250272,273,
10929257451	282	286	Stacked ledges pd2
10929257451	286	298	silty sandstone
10929257451	298	302	soft fine gray SS and sand
10929257451	302	305	ledges w/clay pd1
10929257451	305	312	slighty silty SS
10929257451	312	350	gray SS w/ledges @ 317-319-334-335-345-348-350`
10929257451	350	356	silty SS w/clay
10929257451	356	370	gary SS and sand w/ broken limestone

PARCEL #2A--WELL REGISTRATION #G-129428

Well Re	egistration o	r Area	Permit		Fee Paid: DNR Cash		0.00 HHSS F 8.50 WWDF: Billing I	ee: <u>\$70.00</u> 21.50 D: <u>51359</u>		
Source:	Nebraska On Line	Import Status:	Accepted		Use:	Irrigation	Owner ID:	<u>117663</u>		
Import ID:	14365642022193		Suspense (Rewell not yet a	placement well, original	Decommissio	n	Registration	G-129428		
Well ID:	<u>237457</u>	NRD:	Upper Niobrar		Dato.		Registration	7/14/2015		
Last Change User:	hmcpherson	Call Up Code:	_		Call Up Date:	_	Last Change Date:	7/14/2015		
Owner:										
	ContactID Type S	SeqNum Be	gin Date End D	ate Name						
<u>Displa</u>	<u>y</u> 117663 Owner 1	7/1	14/2015	Dove Haven Ranch LLC	С,					
Contractor:	Certificate ID Fir 39531 Jon		stName oser							
Drilling Firm	Employ 537384	erID Emplo Scott's	oyer s Pump Service							
Township	ation: <u>NE1/4SW1/4</u> o <u>27</u> North, Range ! Resource District: <u>L</u>	51 (<u>West</u>	E/W), <u>Box Butt</u> rara-White	<u>e</u> County ongitude						
Lat/Long C. The well	is: 1444 feet from	42° 20' 42.3402 the <u>S</u> Sec	24.94" -1 26 -1 tion line and 13	03° 13' 27.15" 03.22421 891 feet from the <u>W</u> s						
E. Location		olicable (gi	ve legal descrip	b Div Block No tion): <u>NE & SW & NW</u>		<u>51W</u>				
Well In A Ser		Diam Van								
well Part of	a Series with Site	Plan: <u>Yes</u>								
Series # of ' 239051 1	Wells Reg Total # \ 4		Acres Cert NRI No No	O Appr StartDate EndDate 4/7/2015		ries Reg N 129501	um (External		Description Connected	Wells in the Series WellID RegCD StartDate EndDa
									to pump into a	161261 G- 129552 7/14/2015
									common carrier	161264 G- 129501 7/14/2015
										208591 G- 129429 7/14/2015
										237457 G- 129428 4/7/2015
Permits			Aprvd Date(s)	,			Aprvd Da	to(s)		
Area Permit	<u>UNW-</u>	<u>150006</u>	4/2/2015	SWater App (Code		— —	(3)		
GeoPermit MWF	_	_	_	Industrial Transfer						
WSP	_	_	_	Swater Condu	uct Code					
HHSS		_		Other		_				
HHSS PWS	ID	_		ITN		_				
NDEQ		_								
5. Purpose o	of Well <u>Irrigation</u> Other Use _ Notes _	_								
7. Replacem	nent well informatio	n.			Well Consider	ed a replac	ement by NR	D(WellID,		
A. Is this we	ell a Replacement v	vell? <u>Yes</u>	•	NRD Approval Date	•	_				
•	ion number of abar	ndoned we	II. C 120/20	If not registered, date a	abandoned we	I was cons	tructed			
	ed well last onerate			ŭ						
_	ed well last operate vell pump column s inal water well de	ed <u>9/15/20</u> size: ind	<u>14</u> ches.	D. Replacement well is						

 [X] I hereby certify that the original water well will be modified and equipped to pump 50 gallons per minute or less within 180 days after such construction of the replacement water well. [X] Livestock [] Monitoring [] Observation [] Nonconsumptive or de minimus use approved by the applicable natural resources district [] Decommission/Modification certification form is submitted by landowner (Must be submitted before registering well) 								
G. Location of water use of original well: <u>SWNE S1 T2</u> <u>R51W</u>	2							
Decommission Information Decommission Date: By								
S. Pump Information.								
A. Is Pump installed at this time? Yes	Pump present but Well Inactive: No							
Free Flowing Well: No	Well active, no pump installed: No							
B. License No.								
Certificate I D FirstName LastName Employer 39531 Jon S Moser Scott's Pump Service								
C. Pumping Rate 800 gallons per minute.	D. Pumping water level 231 feet.							
E. Drop pipe diameter <u>8</u> inches.	F. Length of pipe 305 in feet.							
G. Pump equipment installed: 4/13/2015	H. Pump Brand/Type American Marsh							
I. Will this well be used to pump 50 gpm or less? No								
. Well Construction Information								
A. Total well depth: 385 feet.	B. Static water level 197 feet.							
C. Well Construction began: 4/6/2015	D. Well Construction Completed: 4/7/2015							
E. Bore hole diameter in inches. Top 35 Bottom 26								
F. Casing and Screen Joints are: Welded	Other Joints description:							

10. Well Construction (Casing & Screen) - c, d, e & f measurements should be in inches to three decimal places Record Count = 4

 $\hbox{H. Total Estimate Capacity of Well $\underline{900}$ gallons per minute.} \quad \hbox{I. Pumping water level at capacity: $\underline{238}$ feet.}$

WellID FromDep	oth* ToDep	th* Case/Scr	een InsideDi	am Outsid	eDiam CaseThick	ness ScrnSlot	Size Material	ScreenTname
2374570	10	casing	29.25	30	0.375		Galv Stee	el Surf Casing
237457 10	260	casing	15.5	16	0.25		Steel	Barnes
237457 260	380	screen	15.5	16	0.25	0.1	Steel	Bridgeslot
237457 380	385	casing	15.5	16	0.25		Steel	Barnes

^{*} are in Feet, all else is in inches

11. Grout and Gravel Pack

Record Count = 2

WellID FromDe	epth ToDep	th Grout/0	Gravel Material Description 1 Q	Quantity Gravel 2 Volume & Type Grout 3
2374570	10	grout	3/8 chip bentonite	16-50lb sacks
237457 10	385	gravel	1" minus 50	0 yrds

^{*} are in Feet, all else is in inches

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12. Well Geologic Materials Logged

WellID FromDepth*	ToDepth*	Туре	Hardness	Color	Other/Drilling Action
2374570	2	Top Soil	Soft	Black	
237457 2	9	Limestone	Hard	White	with rolled LR
237457 9	38	Sandstone	Hard	Red	
237457 38	41	Limestone	Hard	White	
237457 41	80	Sandstone	Hard	Red	fine
237457 80	190	Sandstone	Hard	Brown	fine some silty sand
237457 190	370	Sandstone	Hard	Gray	Arikaree w/ layer of LS
237457 370	385	Sand with Clay/Silf	Soft	Tan	Brule

^{*} are in Feet.

¹Description of gravel pack, i.e. engineered gravel pack, or gravel pit description (1/4 down) or brand name (best sand) natural formation, drilling cuttings, soil backfill

 $^{^2}$ Quantity #cubic yards, #Tons, #Sacks - (for drilling cuttings and soil backfill estimate quantity) Calculation assistance available on web

³Volume & Type: #gallons of a slurry, #Barrels of a slurry, #sacks used in the slurry, #Bags of non-slurry bentonite (chip-pellet-granular)

PARCEL #2B--WELL REGISTRATION #G-129501

STATE OF NEBRASKA

Fee Paid

\$110.00 DNR Cash Fund HHSS-DNR Cash Fun \$70.00

\$18.50 \$0.00

DEPARTMENT OF NATURAL RESOURCES HHSS Fee

WATER	WELL REGIST	RATION		Get Billing	7828
		FOR DEPARTMENT	USE ONLY		
NOL ID 1092938056549 Owner ID 35	NOL Status Accept NOL Date 08/31/2	A Aller Co. Co.		gistration Code G-129	08/31/2004
Seq Num 161	1264	Call Up Date			Print
10-1	0831	2004 - 161264	-WWRF		Page 1 of
la Owner's Name	Robert W	10,10,00	Wehtje	***************************************	
b Company Name			.1		
c Correspondent Name		Attent	ion Name		
Address 2	291 CO Road 79		17-17-17		11.313.01
City: Hemingford	State	NE Zip Code	69348] -	Phone 30	08 - 487-5340
	1				- 1
2a HHSS Contractor Lic ID:	16593901 Contra	actor's Name:	Loren C.Taylor		
Contractor's License No:		ictor's Email Address:	\		
b Drilling Firm Name	Charles Sargent Irrigation	n Inc - Alliance			
Address	P.O. Box 359	NE Zip Code 6	9301	Phone 80	0 - 316-4757
City: Alliance Drilling Firms Email Address			9301	Priorie jou	0 1 - 310-4/5/
	,				
d Street address or block, lot a e Location of water use, if appl f If for irrigation, the land to be g Well Reference letter(s), if ap	licable (give legal descriptio	1	7-51		
Permits Management Area Permit Surface Water Geothermal Industrial Industrial Transfer Notice	Permits Number	N N	ermits ransfer Out-Of-State Vell Spacing conduct Water lunicipal	Permits Number	Date
Purpose of Well Irriga	tion	Othe	r]
Wells in a Series					*
Is this well a part of a series?	,				
If one or more of the wells in	the series is currently regist	tered, give the well regis	tration number	-	
How many wells in the series	are you registering at this t	ime?			
Replacement and abandoned	l well information	Replacement Number	er 📄		
Is this well a replacement wel	II?	h Regi	istration number of a	bandoned well	-
		_		doned well was constructe	ed T
Replacement well is	eet from abandon		ndoned well last oper		1

			2004 - 1	161264	-WWRF				
e Original well pump c	olumn size:	inches		f Compl	etion of origina	well abandon	ment on		
g Location of water use	e of abandoned	well							
8 Pump Information									
a Is pump installed at t	hic time?		-						
is pump installed by		✓ Postion 12	7	le numa	installed by sec	strantor in acot	ion 22	V	
•		section 13		is pump	installed by cor	itractor in sect	1011 2 ?	~	
Else installed by pur	•								
b HHSS Installer's Lice		16593901							
Pump Installer's Lice	ense No.	3919401	Pump Installer	's Name	Loren C.Taylo				
Pump Installer's Em	ail Address								
Pump Installer's Fire	n Name	Charles Sargent	Irrigation Inc - /	Alliance					
Pump Installer's Firm	n Address	P.O. Box 359							
City: Alliance		State	NE Zip Co	ode 69	301-0000		Phone	800 -	316-4757
Pump Installer's Firr	n Email Addres	s							
c Pumping Rate	800 gall	ons per minute		M	measured	or estimated			
d Drop pipe diameter		8 inches		e Length	of drop pipe	285 .	I feet.		
f Pumping equipment is	nstalled	-	1991	g Pump B		gent			
h This well will be used		<u> </u>		3 ·	<u> </u>				
1007-2009	A-10-			-111	- Myster				
9 Well Construction Inf	-	-		L C4-4:- 14	datan Laural	[472	feet.		
a Total we'll depth	381 .	feet.		b Static W		173 .		Frank I	
c Pumping Water Level	203 .	feet.		d Well cor	nstruction began	n: 04	/ [25 I/		
amping mater Level	203.							Botto	m 28 ·
	-	06 / 20 / 19	91	f Bore hole	e diameter in in	ches. Top	28		1.
e Well construction con g Casing and Screen Jo	npleted:	06 / 20 / 19	Other	f Bore hole	e diameter in in	ches. Top	28	Botton	
e Well construction con	npleted:			f Bore hold	e diameter in in	ches. Top	28		
e Well construction cong Casing and Screen Jo	npleted: Dints We asing and Screen	en)	Other		36540.03				-
e Well construction cong Casing and Screen Jo 10 Well Construction (Ca	npleted: pints We asing and Scree	en)	Other	hickness	∣Sceen SI	öt Siz≰. N	28		e name = C
e Well construction cong Casing and Screen Jon Well Construction (Carron Depth 120 D	npleted: pints We asing and Scree pth Inside	en) e Diam Outsie 15.6	Other	hickness .2	Sceen SI	of Siz∈ M	laterial	Trad	e name C
e Well construction cong Casing and Screen Jo 10 Well Construction (Ca	npleted: pints We asing and Scree	en)	Other	hickness .2	∣Sceen SI	öt Siz≰. N	laterial		e name C
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08312004 - 161264

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10929380565	270	278	silty SS and sand
10929380565	278	305	fine gray SS and sand Ledges @ 280-281,284-285,298-299,302-305`
10929380565	305	313	fine gray SS and sand
10929380565	313	314	ledge pd2
10929380565	314	322	SS and sand with trace of fine gravel and salt & pepper sand Ledge@318
0929380565	322	343	Strained limestone
0929380565	343	354	fine gray SS and sand
0929380565	354	358	limestone with thin layers limey clay
0929380565	358	369	Very fine SS and and w/trace of very fine white sand
0929380565	369	373	Broken limestone
10929380565	373	381	silty brule clay

©

TITLE COMMITMENT



Commonwealth Land Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent Kunzman Title Company

Issuing Office: 424 Niobrara Ave, Alliance, NE 69301

Issuing Office's ALTA® Registry ID:

Loan ID No .:

Commitment No.: CW-220070 Issuing Office File No.: CW-220070

Property Address: Revision No.: Rural Route, Hemingford, NE 69348

SCHEDULE A

Commitment Date: March 15, 2022 at 07:00 AM

2. Policy to be issued:

(a) ALTA® ALTA Owner's Policy 6/17/06

Buyer(s): Purchaser with contractual rights under a purchase agreement with the vested owner identified at

Item 4 below.

Proposed Policy Amount:

The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

The Title is, at the Commitment Date, vested in:

HTFF NE, LLC, a Delaware limited liability company

The Land is described as follows:

All of Section 1, Township 27 North, Range 51 West of the 6th P.M., Box Butte County, Nebraska.

Kunzman Title Company

Wendy L. Fritzler

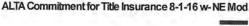
This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Commonwealth Land Title Insurance Company

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:

- 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.
- Rights or claims of parties in possession not recorded in the public records.
- Easements or claims of easements not recorded in the public records.
- Any encroachment, encumbrance, violation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- 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 record.
- 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.)

- The 2021 Taxes are shown as Not Paid in the amount of \$13,165,78. The 2022 Taxes are not yet due or payable. Tax I.D. #070095884.
- Deed of Trust Robert W. Wehtje, single person, Trustor, 1st National Bank of Chadron, Trustee, and First National Bank of Chadron, Beneficiary, in the amount of \$900,000.00, dated March 4, 2002, filed March 25, 2002 and recorded in Book 197, Page 514. (WOP)
- Financing Statement on Real Estate to Dove Haven Ranch LLC, filed March 31, 2015 and recorded as Instrument #2015-0497. (Debtor is Keri Votruba.) Financing Statement Amendment filed February 1, 2017 and recorded as Instrument #2017-0128. Financing Statement Assignment to HTFF NE, LLC, filed July 19, 2018 and recorded as Instrument #2018-0954. [This information is being provided for informational purposes only. A Financing Statement Termination was not filed, however it is out by time per statute.]
- Reservation for rights of way for ditches and canals constructed by the authority of the United States as reserved in patents issued by the United States of America.
- 11. The final policy when issued will contain the following notice to Insured: NOTE: 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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part I-Requirements; and Schedule B, Part I-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance 8-1-16 w- NE Mod



SCHEDULE B, PART II (Continued)

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 laws.

- 12. Rights of the public, United States of America, the State of Nebraska, the County of Box Butte, in and to any portion of the land taken or used for highways, roads, streets, or alleys, whether by easement or fee title.
- 13. No coverage is provided regarding Financing Statements and/or Security Agreements that are not filed in the real estate records of the respective county in which the land is located, and indexed against the insured real estate.
- 14. All reservations as reserved in Patents issued by the United States of America and any and all reservations for minerals of any kind and type whatsoever and mineral conveyances and all rights arising from recorded or unrecorded oil, gas or other mineral leases of any kind and type whatsoever, and any mortgages and/or trust deeds wherein said mineral rights or oil and gas leases are used as security.
- 15. Rights of the upper and lower riparian owners in and to the free and unobstructed flow of water of Hemingford Creek extending through the subject land, without diminution or pollution. Navigation servitudes and all other statutory and regulatory rights and powers of the United States, the State of Nebraska and the Public, over Hemingford Creek and its shore lands which may be exercised without obligation for compensation to the riparian owners. No title will be insured (or, is herein insured) to any land now or formerly lying in the bed of Hemingford Creek, its arms, branches, or tributaries by whatever name called. The land description in Schedule A notwithstanding, the policy shall not include either accretion land or the title to land formerly lying within Hemingford Creek.
- Right of Way Easement for Electric Line to PREMA, dated April 15, 1975, filed April 25, 1975 and recorded in Book 63, Page 559.
- 17. Application and Agreement to PREMA, dated April 15, 1975, filed July 1, 1976 and recorded in Book 42, Page 259.
- 18. Application and Agreement to PREMA, dated June 30, 1976, filed July 18, 1977 and recorded in Book 44, Page 65. (NW1/4)
- 19. Application and Agreement to PREMA, dated June 4, 1986, filed July 28, 1986 and recorded in Book 54, Page 229. (SW1/4)
- 20. Application and Agreement to PREMA, dated July 3, 1990, filed January 17, 1991 and recorded in Book 57, Page 163. (NE1/4)
- 21. Application and Agreement to PREMA, dated February 28, 1994, filed June 15, 1994 and recorded in Book 58, Page 399. (NE1/4)
- 22. Telephone Line Right of Way Easement to Hemingford Cooperative Telephone Company, a corporation, dated May 26, 1966, filed February 26, 1999 and recorded in Book 88, Page 341. (W1/2)
- 23. Telephone Line Right of Way Easement to Hemingford Co-operative Telephone Company, a Nebraska Co-operative Company, dated October 9, 1998, filed September 6, 2000 and recorded in Book 90, Page 120. (W½)
- 24. Telephone Line Right of Way Easement to Hemingford Co-operative Telephone Company, a Nebraska Co-operative Company, dated February 9, 1999, filed September 6, 2000 and recorded in Book 90, Page 121. (NE1/4)
- 25. Mineral Reservation found in Deed Book 98, Page 619, dated February 17, 2011 and filed April 15, 2011, reserving ½ interest in all royalties from actual production of oil, gas, uranium and other minerals.
- 26. Application for Membership and Agreement for Electric Service to PREMA, dated May 1, 2015, filed May 19, 2015 and recorded as Instrument #2015-0795. (SW1/4)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part I-Requirements; and Schedule B, Part I-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance 8-1-16 w- NE Mod





NEBRASKA DOCUMENTARY STAMP TAX Date \$ 2756.35

State of Nebraska, Box Butte County Entered in Numerical Index and File _day of Deputy

WARRANTY DEED

ROBERT W. WEHTJE and ROSE WEHTJE, husband and wife, Grantors, in consideration of ONE DOLLAR and other valuable consideration, receipt of which is hereby acknowledged, convey to

> DOVE HAVEN RANCH LLC, a Nebraska Limited Liability Company,

Grantee, the following described real estate (as defined in Nebraska Revised Statute § 76-201):

All of Section 1, Township 27 North, Range 51 West of the 6th P.M., Box Butte County, Nebraska, as shown on the attached survey.

Grantors reserve an undivided one-half interest in all royalties from actual production of oil, gas, uranium and other minerals (except borrow dirt, sand, or gravel) produced from the above-described real estate for a period of twenty years from February 25, 2011, and for so long thereafter as production in commercial quantities continues under production existing at the end of such term.

Only Grantee need execute any oil, gas, uranium, or other mineral leases entered into after the date hereof, and joinder therein or ratification thereof shall not be required of Grantors. Grantee shall receive all bonuses paid upon execution of any such lease after this date, all delay rentals paid under any such lease, and all other benefits, (other than royalties from actual production, as reserved herein). Grantee shall use due diligence in obtaining oil, gas, uranium or other mineral leases upon the premises upon terms and conditions prevailing from time to time in the area in which the premises are located.

Grantors do not reserve any interest in borrow dirt, sand or gravel.

Grantors jointly and severally covenant with Grantee that:

- (1) Grantors are lawfully seised of said real estate;
- (2) Said real estate is free from encumbrances, but subject to patent reservations, existing easements, and electrical service agreements, if any; prior mineral leases, mineral conveyances and mineral reservations of record, if any; conveyances for right-of-way, if any; and public roads;
- (3) Grantors have legal power and lawful authority to convey said real estate;
- (4) Grantors warrant and will defend the title to said real estate against the lawful claims of all persons.

Dated: February /7, 2011.

ROBERT W. WEHTJE

STATE OF NEBRASKA, County of Box Butte: ss.

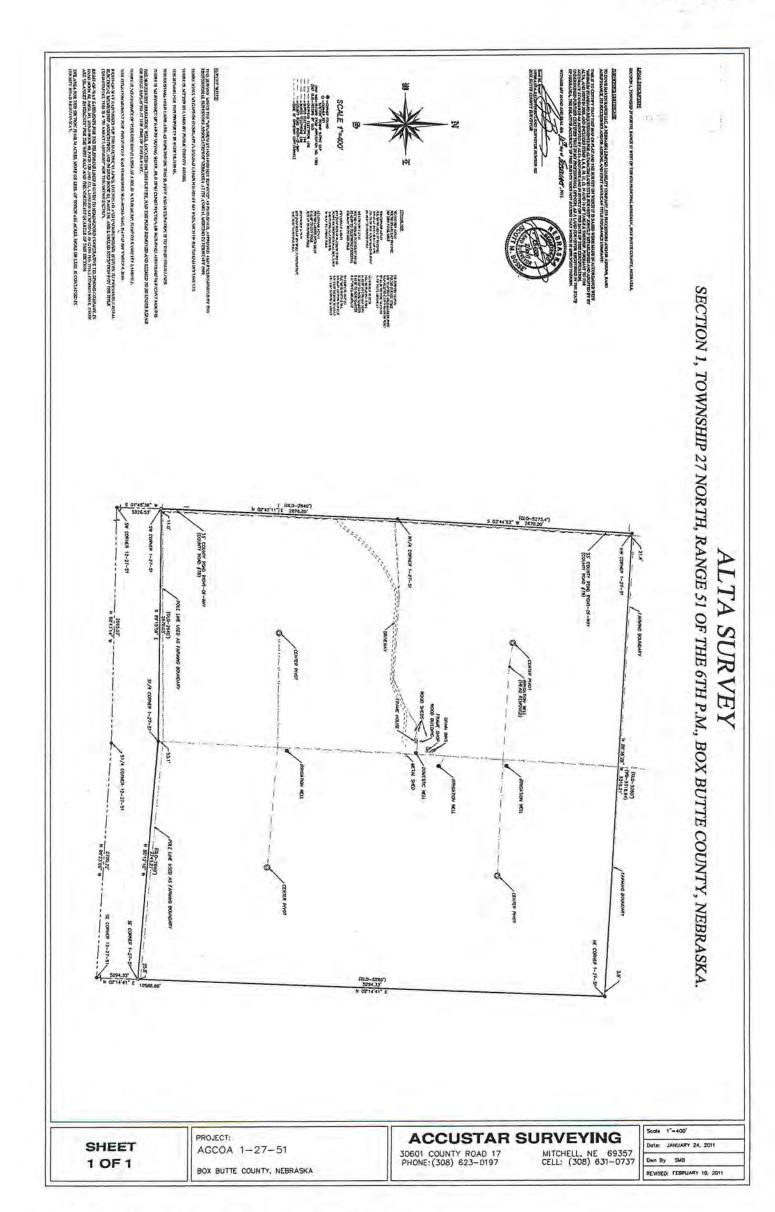
The foregoing instrument was acknowledged before me on February /7, 2011, by ROBERT W. WEHTJE

and ROSE WEHTJE, husband and wife, Grantors.

GENERAL NOTARY - State of Nebraska JAMES L. WEINMAN My Comm. Exp. April 12, 2012

Notary Public

My commission expires: 4-12-12 + american - Title In



BOOK ELECTRIC LINE - RIGHT-OF-WAY EASEMENT

KINDW ALCTER BY THESE PRESENTS,	that we the undersigned; (whether one or more)
for a good and valuable consider	Marcus m William hereby acknowledged,
do hereby grant unto PANHANDLE R	URAL ELECTRIC MEMBERSHIP ASSOCIATION, a corporation
(hereinafter called the "Associa"	tion"), and to its successors or assigns, the right
to enter upon the lands or the u	ndersigned, situated in the County of 130 kg raska, and more particularly described as follows:
, state of neb	and on or under the shore described
lands to construct, operate and	and on or under the above described maintain an electric transmission and/or distribu-
tion system and and and	a overlied to elective line
1	of mine une
to unagaline well	la
1	
to increase and make awak associate	
	, changes, alterations, improvements, removals s to its facilities as Association may from time to
time deem advisable: to cut. tri	m and control the growth by machinery or otherwise
of trees and shrubbery that may	interfere with or threaten to endanger the operation
and maintenance of said line or	system; to keep the easement clear of all buildings
structures or other obstructions	; and to license, permit or otherwise agree to the
joint use or occupancy of the li	nes, system or, if any of said system is placed
underground, of the trench and re	elated underground facilities, by any other person,
association, or corporation.	
The undereigned agree that all ma	oles, wires and other facilities including any main
service entrance equipment, insta	alled in, upon or under the above-described lands 11 remain the property of the Association.
The undersigned covenant that the foregoing easement, rights, and	ey are seized of and have the rights to convey the
IN WITNESS WHEREOF, the und	ersigned have set their hands and
seals this _/5 day of	April , 197
	22 v 2.1 -
	X TOTAL MARCHA
	Marcia M. Walte
STATE OF NEBRASKA)	4 OUADIES CODIE
/ / /)ss	C. CHARLES COBLE BENERAL NOTARY - State of Nebr.
COUNTY OF Dery Sutte	My Commission Expires
. (+1) . A	August 17, 1976
1. 6 Olaclie 60	, a Notary Public in and for
said County hereby certify that	person(s), the president and secretary of said
corporation) whose name(s) is/ar	subscribed to the foregoing instrument, as having
executed the same, appeared before	re me this day in person and acknowledged that
ne/they signed, sealed and delive	ered the same instrument as his/their/the free and
voluntary act (of the said corpor	ration) for the purposes and uses therein set forth
	AAI A
Given under my hand and nota	irial seal & beaute wrote
	Notary Public
	notary Public
BOX Butte County } SS. 415-75	
Box Butte County SS. 7	
Entered on numerical index and	
filed for record in the Cleric's Of-	
fice of said County the 25 day of	
3 ominutes P.M. and recorded	
in deede	
Book 43	
Page 5.59	
- State Mate	6
County Clerk	Tarthank 6
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Decembe	Delivery Viewed 7
Deputy O4.3.3=	Volume in 122
Ol 3.25	General 9

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15-85

Acct. No. 0288560

Certificate 23172

APPLICATION FOR MEMBERSHIP
AND
AGREEMENT FOR ELECTRIC SERVICE

Connected 6-11-16

The undersigned, (hereinafter called the Applicant) hereby applies for membership in, and electric service from the PANHANDLE RURAL ELECTRIC MEMBER SHIP ASSOCIATION, (hereinafter called the Association) upon the following terms and conditions:

The Association agrees to sell and deliver to the Applicant and the Applicant agrees to purchase from the Association in accordance with the schedule of charges, rules and regulations of the Association as they now exist or may be amended from time to time during this agreement electric service sufficient for rural residential, commercial, pumping // horsepower purposes on the real estate described below providing that the Association may limit the amount of electric service to be furnished for non-residential purposes.

The Applicant agrees to pay the applicable charges for electric service when billed. Irrespective of the Applicant's requirements for or use of the electric service Applicant agrees to pay when billed the minimum charges of the applicable schedule of charges even though the electric service may be disconnected or de-energized.

The Applicant agrees to pay interest on any balances due if said balances are not paid within thirty days from the due date, with interest computed at not over the legal maximum rate per annum on the unpaid balance from the due date until paid.

The Applicant nereby grants to the Association a lien against the real estate described below for any unpaid indebtedness incurred for electric service, minimum charges, such other charges as may be appropriate under applicable rules and regulations including contributions-in-aid-of-construction, and including interest accruing on any unpaid charges. The Association may foreclose said lien in the same manner as provided by law for the foreclosure of real estate mortgages and may include in the amount subject to foreclosure the unstaid minimum charges due for the remaining term of this agreement.

The Applicant agrees that in the event the electric service is used for purposes other than specified above or that Applicant resells electric service he will pay when billed such charges as the Association may apply.

Applicant agrees that the Association shall not be liable to him, his tenant or any one in his employ if the power supply should fail or be interrupted or become defective through act of God, Governmental authority, public enemy, accident, strike, labor control, required maintenance work or any other cause beyond control of the Association or if service is disconnected for nonpayment of aforesaid charges, or not reconnected because all aforesaid charges have not been paid.

This agreement shall continue in force for an initial term of ten (10) years or for a lesser term as may be determined by the rules and regulations of the Association and from year to year after said initial term until cancelled in writing by either party at less thirty days in advance if the schedule of charges is monthly and one year in advance if the schedule of charges is annual.

The Applicant will pay to the Association the sum of \$5.00 which, if this application is accepted by the Association, will constitute the Applicant's MEMBERSHIP FEE, METER DEPOSIT.

The Applicant will cause his premises to be wired in accordance with wiring specifications, approved by the Association.

The Applicant will comply with and be bound by the provisions of the articles of incorporation and by-laws of the Association, and such rules and regulations as may from time to time be adopted by the Association.

The Applicant certifies that he is the owner of the real estate described below.

15	Section	/, т	ownship	27	N, Range	/_w.
Dated this	_day of	4	_132.			
PANHANDLE RURAL ELECT MEMBERSHIP ASSOCIATIO			OWNER			
By Jaule	Man	ul	111	()	Nette	
Attest Ralph &	Henning Secretary	igs .	Marc	a M-	weltje	_
State of Nebraska) Box Butte County)	SS / GENER	CHARLES C	ate of Nebr.		•	
On this \$5 day ofin and for said Count	april	August 17, 1	defore me,	anne	gned, a Notany ical person who	
executed the foregoin to be his voluntary a	g agreement as	Appicant	, and acknow	ledged the	execution of the	e same

A10 A11

B Charles Bolle

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application of greenent	
Robert & Marced M.	
Dehtje	
Panhandle R.E. M. a	
Box Butte County } SS. 4-15-15	
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Page 259 County Clerk	
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Pd. 4.25	
Sanhandle R.E. m.ll.	
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General 4	
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APPLICATION FOR MEMBERSHIP AND AGREEMENT FOR ELECTRIC SERVICE

MONK 41 PAGE 65 OF FREE Soo deposed 6-30 Connected 6 Refunded

Acct. No. 277300

The undersign d, (hereinafter called the Applicant) hereby applies for membership in, and electric service from the PANHANDLE RURAL ELECTRIC MEMBERSHIP ASSOCIATION, (hereinafter called the Association) upon the following terms and conditions:

The Association agrees to sell and deliver to the Applicant and the Applicant agrees to purchase from the Association in accordance with the schedule of charges, rules and regulations of the Association as they now exist or may be amended from time to time during this agreement electric service sufficient for rural residential, commercial, pumping 110 horsepower purposes on the real estate described below providing that the Association may limit the amount of electric service to be furnished for non-residential purposes.

The Applicant agrees to pay the applicable charges for electric service when billed. Irresponding of the Applicant's requirements for or use of the electric service Applicant agrees to pay when billed the minimum charges of the applicable schedule of charges even though the electric service may be disconnected or de-energized.

The Applicant agrees to pay interest on any balances due if said balances are not paid within thirty days from the due date, with interest computed at not over the legal maximum. The per annum on the unpaid balance from the due date until paid.

The Applicant hereby grants to the Association a lien against the real estate described below for any unpaid indebtedgess incurred for electric service, minimum charges, such other charges as may be appropriate under applicable rules and regulations including contributions-in-aid-of-construction, and including interest accruing on any unpaid charges. The Association may foreclose said lien in the same manner as provided by law for the foreclosure of real estate mortgages and may include in the amount subject to foreclosure the unpaid minimum charges due for the remaining term of this agreement.

The Applicant agrees that in the event the electric service is used for purposes other than specified above or that Applicant resells electric service he will pay when billed such charges as the Association may apply.

Applicant agrees that the Association shall not be liable to him, his tenant or any one in his employ if the power supply should fail or be interruped or become defective through act of God, Governmental authority, public enemy, accident, strike, labor control, required maintenance work or any other cause beyond control of the Association or if service is disconnected for nonpayment of aforesaid charges, or not reconnected because all aforesaid charges have not been paid.

This agreement shall continue in force for an initial term of ten (10) years or for a lesser term as may be determined by the rules and regulations of the Association and from year to year after said initial term until cancelled in writing by either party at least thirty days in advance if the schedule of charges is monthly and one year in advance if the schedule of charges is annual.

The Applicant will pay to the Association the sum of \$5.00 which, if this application is accepted by the Association, will constitute the Applicant's MEMBERSHIP FEE, METER DEPOSIT.

The Applicant will cause his premises to be wired in accordance with wiring specifications approved by the Association.

The Applicant will comply with and be bound by the provisions of the articles of incorporation and by-laws of the Association, and such rules and regulations as may from time to time be adopted by the Association.

The Applicant certifies that he is the owner of the real estate described below.

N.W	Section	, Township	27	N, Range_	5/4
Dated this	_day of _gee	nl 1926			
MEMBERSHIP ASSOCIAT		OWNER			
By Jaul &	Allen	un for	6021/e	130	
Attest Files	Secretary 9	+ Mais	eia M. L	ettie	
State of Nebraska Box Butte County	J SENE	RAL NOTARY - State of Neta		V	
On this day of in and for said Cour	Jumo		1110000 111	Wigallics	
executed the foregoto be his voluntary	ing agreement as / act and deed.	to me known to Appicant, and ackn	be the ident lowledged the	tical person of	who the same

To Thaile Cible

State of Nebraska, Box Butte County sa Entered in Numerical Index and filed for record the 18 day of July 1977 at 9 0 0 clock 17 M. and recorded in Book 44 of M. and recorded in Book 44 of M. and recorded in Book 45 of Market Cartains on page 65

By Deputy

Fee Book Deputy

Fee Book Delivery General Delivery

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Recorded _____
Compared ____
Page ____

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Por 677

		BOOK	54 PAGE 229
Work Order #	1.1.		
Acct. No. 2572(1	APPLICATION FOR MEMBER	SHIP Connected	5/24/56
Certificate 23172	AGREEMENT FOR ELECTRIC S	SERVICE Fees Paid	6-4-86
	Back - er for a	jerspours	
agrees to purchase electr	fter called the "Appilicant' ic power and energy from the called the "Association")	ne Panhandle Rural Elect	ric Membership
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	mply with and be bound by two sof the Association and stion.		
the premises described be determined from time to t tive of the Applicant's re to pay when billed the mi the electric service may	rchase from the Association low, and will pay therefore ime in accordance with the equirement for or use of the applicate of the applicate disconnected or de-energy will draw interest from date.	e, when due, charges and By-Laws of the Associat ne electric service Appleable schedule of charge gized. All charges not	rates to be ion. Irrespec- icant agrees s even though paid within
in his employ, third part for load control purposes public enemy, accident, s yond control of the Assoc	the Association shall not ies if the power supply sho, become defective through trike, labor control, requiation, or if service is dinnected because all afores.	ould fail, be interrupte act of God, governmenta ired maintenance work, a isconnected for nonpayme	d or curtailed al authority, any cause be-
a lesser term as may be d from year to year after s	continue in force for an in etermined by the rules and aid initial term until cand dvance if the schedule of of of charges is annual.	nitial term of t en (146) regulations of the Asso celled in writing by eit	ciation and her party
lawful right to convey an does hereby grant to the imum charges, whether ele by the rules and regulaticonstruction. The Associby law for the foreclosur	ts that he owns and intered as security for any serve Association a lien for all extricity is used or not, in ons of the Association, interest ation may foreclose said lies of real estate mortgages inpaid minimum charge due for the second s	ice furnished by the Ass delinquent charges, inc nterest, and any charges cluding contribution's-i ien in the same manner a and may include in the	sociation, he luding min- required n-aid-of- s provided amount sub-
Premises:			
SW /4 5	Section $O/$	Township 27 N, F	Range 5 / W
Dated this # day of	June, 19 PG.		
PANHANDLE RURAL ELECTRIC MEMBERSHIP ASSOCIATION	APPLICAN	Т	
BY Coul &	Muneuf + 1	2/X 2/1/1:	> -
Attest Margaret 1	Toe huck & The	10. M. 9. 3/1	<u> </u>
STATE OF NEBRASKA) ss	C. CHARLES COBLE My Comm. Exp. Aug. 17, 1983	,	
The state of the s	was acknowledged before me	Charles Ost	me, 1986
S. 55 . 55 . 52 .		Notary Public	
Revised 8/31/83		State of Nebraska, Box Butte Cou- Entered in Numerical Index and f	nty ited for

Parlandle R.E. M.Q. Box 4770 N 1621. \$550 pd. General W. Normerico: 24

Entered in Numerical Index and filed for record the 26 - day of Jecly 1986 at 9 o'clock A-M. a. 1986

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Frok 54 of music.

46

Work Order #90-72

Acct. No. 3961-00

Certificate 23172

APPLICATION FOR MEMBERSHIP
AND
GREENENT FOR FLECTRIC SERVICE

AGREEMENT FOR ELECTRIC SERVICE

Connected N-10-90

Fees Paid Ch & Act

The undersigned, (hereinafter called the "Applicant") hereby applies for membership in and agrees to purchase electric power and energy from the Panhandle Rural Electric Membership Association, (hereinafter called the "Association") upon the following terms and conditions:

- The Applicant will pay to the Association \$5.00 which will constitute the Applicant's membership fee, and \$____which will constitute the Applicant's application fee.
- 2. The Applicant will comply with and be bound by the provisions of the Articles of Incorporation and the By-Laws of the Association and such rules as may from time to time be adopted by the Association.
- 3. The Applicant will purchase from the Association, electric power and energy used on the premises described below, and will pay therefore, when due, charges and rates to be determined from time to time in accordance with the By-Laws of the Association. Irrespective of the Applicant's requirement for or use of the electric service Applicant agrees to pay when billed the minimum charges of the applicable schedule of charges even though the electric service may be disconnected or de-energized. All charges not paid within thirty days after billing will draw interest from date of billing at legal maximum rate.
- 4. Applicant agrees that the Association shall not be liable to him, his tenant, anyone in his employ, third parties if the power supply should fail, be interrupted or curtailed for load control purposes, become defective through act of God, governmental authority, public enemy, accident, strike, labor control, required maintenance work, any cause beyond control of the Association, or if service is disconnected for nonpayment of aforesaid charges, or not reconnected because all aforesaid charges have not been paid.
- 5. This agreement shall continue in force for an initial term of ten (10) years or for a lesser term as may be determined by the rules and regulations of the Association and from year to year after said initial term until cancelled in writing by either party at least thirty days in advance if the schedule of charges is monthly and one year in advance if the schedule of charges is annual.
- 6. The Applicant covenants that he owns and interest in the premises which he has a lawful right to convey and as security for any service furnished by the Association, he does hereby grant to the Association a lien for all delinquent charges, including minimum charges, whether electricity is used or not, interest, and any charges required by the rules and regulations of the Association, including contribution's-in-aid-of-construction. The Association may foreclose said lien in the same manner as provided by law for the foreclosure of real estate mortgages and may include in the amount subject to foreclosure the unpaid minimum charge due for the remaining term of this agreement.

rremises:				
NEY4	Section	<u>2],</u> T	ownship 27	N, Range S, W/
Dated this 3	day of, 1	950.		
PANHANDLE RURAL MEMBERSHIP ASSOC	ELECTRIC /	APPLICANT		
BY Syan (Seiber	Role	y WERD	
Attest Se	arm Human			
STATE OF NEBRASKA		- 4		
The foregoing ins	strument was acknowled	dged before me	this > day o	f 10 a
by Rolent	Wehter		5 20, 0	19 20.
	State of Nebraska, Box Butte County		Notary Publ	to lic
Revised 8/31/83	record the day of day of at 940 o'clock M., a Book 57 of Miss	for 1991 AG	EMERAL NOTARY-State of Mebraska DUSTIN K. PETERSON My Comm. Exp. Dec. 20, 1991	
na Black Hills	on page 163 Kathrigh M. Register of Deeds 8y	Hood	Fee Book	

58 399

APPLICATION FOR MEMBERSHIP

Revised 8/31/83

York Onder & QU s	AGREEMENT FOR ELECTRIC SER	RAICE
Nork Order 1 94-064 Acet. No. 4145-00 Certificate 23/72		Type of Service
the contract of the contract o		4

The undersigned, (hereinafter called the "Applicant") hereby applies for membership in and agrees to purchase electric power and energy from the Pauhandle Rural Electric Membership Association, (hereinafter called the "Association") upon the following terms and conditions:

- 1. The Applicant will pay to the Association \$5.00 which will constitute the Applicant's membership fee, \$5.00 which will constitute the Applicant's application fee, and \$5.00 which will constitute the Applicant's recording fee.
- The Applicant will comply with and he bound by the provisions of the Articles of Incorporation and the By-Laws of the Association and such rules as may from time to time be adopted by the Association.
- 3. The Applicant will purchase from the Association, electric power and energy used on the premises described below, and will pay therefore, when due, charges and rates to be determined from time to time in accordance with the By-Laws of the Association. Irrespective of the Applicant's requirement for or use of the electric service Applicant agrees to pay when billed the minimum charges of the applicable schedule of charges even though the electric service may be disconnected or de-energized. All charges not paid within thirty days after billing will draw interest from date of billing at legal maximum rate.
- 4. Applicant agrees that the Association shall not be liable to him, his tenant, anyone in his employ, third parties if the power supply should fail, be interrupted or curtailed for load control purposes, become defective through act of God, governmental authority, public enemy, accident, strike, labor control, required maintenance work, any cause beyond control of the Association, or if service is disconnected for nonpayment of aforesaid charges, or not reconnected because all aforesaid charges have not been paid.
- 5. This agreement shall continue in force for an initial term of ten (10) years or for a lesser term as may be determined by the rules and regulations of the Association and from year to year after said initial term until canceled in writing by either party at least thirty days in advance if the schedule of charges is monthly and one year in advance if the schedule of charges is annual.
- 6. The Applicant covenants that he owns an interest in the premises which he has a lawful right to convey and as accurity for any service furnished by the Association, he does hereby grant to the Association a liem for all delinquent charges, including minimum charges, whether electricity is send or not, interest, and any charges required by the rules and regulations of the Association, including contributions's-in-aid-of-construction. The Association may foreclose said lien in the same manner as provided by law for the foreclose of real estate sortgages and may include in the amount subject to foreclosure the unpaid minimum charge due for the remaining term of this agreement.

NEW Section, Towns	APPLICANT Solut Walson
	minima marine
(THIS SPACE FOR PREMA OFFICE USE QULY)	STATE OF NEBRASKA
PANNANOLE BURAL ELECTRIC REMINERSHIP ASSOCIATION	COUNTY OF Both 12.00) SS
m Nation March 18	The foregoing instrument was acknowledged before me this 28 day of
	Adeer Westy
58 Misc	Contract & Contract & Contract Public
Total Marie Colon	By Comm. Exp. Sep. 14, 1988

Premises:

Telephone Line Right-Of-Way Easement

KNOW ALL MEN BY THESE PRESENTS that the undersigned for a good and valuable consideration, do hereby grant unto HEMING-FORD COOPERATIVE TELEPHONE COMPANY, a corporation, the "Corporation", and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Lands, State of Nebraska, and more particularly described as follows:

along the W/2 1-27-51 and to construct, reconstruct, operate and maintain on or under the abovedescribed lands a telephone line or system. IN WITNESS WHEREOF, the undersigned have set their hands and seals this 36 th day of May, 1966. Lowell H Hardin. alice a Idanden STATE OF NEBRASKA, COUNTY OF Box Butte) SS Before me, a notary public qualified for said county, personally came Saucell & & alixe & Harien known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary deed. Witness my hand and notarial seal on May 26 1966.

5%

C

Telephone Line Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS that the undersigned for a good and valuable consideration, do hereby grant unto HEMINGFORD CO-OPERATIVE TELEPHONE COMPANY, a Nebraska Co-operative Company, the "Company", and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Associated in the County of Nebraska, and more particularly described as follows:

West 1/2 of Section 1, Township 27, Range 51

thi		NESS WHEREOF day of _ <i></i> の		have set their hands 98.	and seals
Entered in N	oraska, Box Butte C umerical Index and aday of Sep	filed for 1 14 2000	Robert	Welle	
Book 9	o'clock M., an	d recorded in	Robert 1	Wehtje (Ówner)	
Ву	Register of Design	Deputy	Joint Ov	ner (if applicable)	
	TATE OF NE	BOX F	sithe))))	
	e identical p	Robert 1	UP h + i P ed the foregoing in	strument and acknow	me to be
		ess my hand and no		October 9	, 1998.
B*173	THE PERSON NAMED IN STREET	State of Nebraska	No	ary Public	

\$5.50 Hem. Co-op. Tele.

C

Telephone Line Right-of-Way Easement

NE 1/4 of Section 1, Township 27, Range 51

and to construct, reconstruct, operate and maintain on or under the lands a telephone line or system.	e above described
IN WITNESS WHEREOF, the undersigned have set their ha	ands and seals this
State of Nebraska, Box Butte County Entered in Numerical Index and filed for	
record the 6 day of Sept 19 2000 at 12:15 o'clock 1. M., and recorded in Robert W. Wehtje (Own oppose 134)	ner)
ByDeputy Joint Owner (If applicab	ole)
STATE OF NEBRASKA, COUNTY OF BOX Butte)SS	
John Comment	and the second
Before me, a notary public qualified for said county, Kopert W. Wehte the identical persons who signed the foregoing instrument and	
execution thereof to be his, her or their voluntary deed.	acknowledged the
Witness my hand and notary seal on Fabruary	9, 1999.
Notary Public	
GENERAL NOTARY-State of Matazath THERON JENSEN	

550

Hem. Gop. Tele.

My Comm. Exp. October

C

A Nebraska Limited Liability Company Rev. 01/14

NUM PAGES 2
FEES 1600

2015 0795

RECORDED

BOX BUTTE COUNTY, NE

Date 5 - 19-15 Time 8:30 AM

REGISTER OF DEEDS

APPLICATION FOR MEMBERSHIP AND AGREEMENT FOR ELECTRIC SERVICE

PREMA P. O. Box 677 Alliance, NE 69301

Applicant DOVE HAVEN RANCH LLC		Connect Date	
Account #	Work Orde	er #	
Type of Service 3 PH IRRIGATIO	N 100 HSP	il x	

The undersigned, (hereinafter called the "Applicant", whether one or more) hereby applies for membership in and agrees to purchase electric power and energy from the Panhandle Rural Electric Membership Association, (hereinafter called the "PREMA") upon the following terms and conditions:

- 1. The Applicant will comply with and be bound by the provisions of the Articles of Incorporation and the by-laws of PREMA and such rules as may from time to time be adopted by PREMA.
- 2. The Applicant will purchase from PREMA, electric power and energy used on the premises described on the reverse, and will pay therefore, when due, charges and rates to be determined from time to time in accordance with the By-laws of PREMA. Applicant must complete an open account application. Irrespective of the Applicant's requirement for or use of the electric service, Applicant agrees to pay when billed the minimum charges of the applicable schedule of charges even though the electric service may be disconnected or de-energized. Statements are mailed on or around the 10th and all charges not paid in full by the following 25th or next following business day will forfeit the discount and will be subject to interest on the unpaid balance as provided in applicable Association policies and may be subject to disconnect.
- 3. Applicant agrees that PREMA shall not be liable to Applicant, Applicant's tenants, employees, or third parties if the power supply should fail, be interrupted or curtailed for load control purposes, become defective through act of God, governmental authority, public enemy, accident, strike, labor control, required maintenance work, any cause beyond control of PREMA, or if service is disconnected for nonpayment of aforesaid charges, or not reconnected because all aforesaid charges have not been paid.
- 4. The initial term of the agreement shall be for the lesser of:
 - (a) Ten years -OR-
 - (b) When the minimum member service or facility charges paid to PREMA equals or exceeds the line extension or rebuilding investment (net of salvage) made by PREMA for service facilities necessary to serve the member.

After the initial term as defined above, the agreement shall continue until canceled by either party as provided below:

- (a) Where the schedule of charges is monthly, the party canceling shall give the party 30 days written notice.
- (b) Where the schedule of charges is annual, the party canceling shall give the other party written notice prior to the commencement of the year which will be the last year of service that the agreement will be terminated at the end of that year.

OFFICIAL SEAL
DEBORAH B COPELIN
NOTARY PUBLIC - STATE OF ILLINONS
MY COMMISSION EXPIRES: 07H 1/15

SEE BACK

Agency Disclosure Information for Buyers and Sellers

Company: Reck Agri Realty & Auction Agent Name: Marc Reck

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 forBuyerSeller (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 forme.

	(Including Information on back of form)		
(Client or Customer Name)	Date	(Client or Customer Name)	Date

Contact Information:

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.

SAMPLE BIDDER CARD

Retain The registration. Bid!
Retain The Registration Bid!
970 1-800-748-2589
535 E Chestnat - PO Bóx 407 · Sterling, CO 80751
Na te Addres
Telephone
By my signature below, I have read and do agree to the terms and conditions of the Box Butte County Pivot Irrigated Land Auction Detail Brochure Printed: March 25, 2022.
No. 101

PRE-REGISTRATION BIDDER REQUEST LIVE AUCTION

Date:

•		wledge and agree to the followin	g: on Detail Brochure and agree to
.,	the terms and conditions of the	•	en Botail Broomaro arra agroo to
2)	The auction is scheduled for M	larch 29, 2022 @ 1:30 PM, MT i	n Hemingford, NE.
3)	At the close of the auction, if I	am the successful bidder, I acce	ot the title commitment and will
	sign the purchase contract as	shown within the above stated D	etail Brochure and agree to
	deliver the earnest money dep	osit to Reck Agri Realty & Auctio	n within 24 hours of the close of
	the auction.		
4)	By signing below, I am certifying	ng that I have the available funds	and/or lender approval and
	agree to provide Reck Agri Rea	alty & Auction the following:	
	a. Verification of available	funds to purchase the property;	and/or
	b. Bank loan approval lette	er with no contingencies.	
5)	Reck Agri Realty & Auction res	serves the right to refuse registra	tion to bid and/or bids from any
	bidder. Bidding increments are	at the discretion of the Broker.	
6)	This form may be returned to in	nfo@reckagri.com or faxed to 97	0-522-7365.
7)	I intend to place bids for this au	uction: In-Person I Onlin	e □ Phone/Proxy
Bidde appro	er(s) or Entity requesting oval:	Signature(s):	Bidder #: (Office Use Only)
Approv	/ed by:		