

**DETAIL BROCHURE  
NE CHEYENNE COUNTY  
DRYLAND AUCTION  
PRINTED: May 6, 2022**

**Bidding Opens: May 12, 2022, 8:00 am, MT  
Bidding Closes: May 12, 2022, 12 noon, MT**



# NE CHEYENNE COUNTY DRYLAND AUCTION

Cheyenne County, Nebraska

TO BE SOLD AT

## **MULTI PARCEL AUCTION with RESERVE**

ON

Bidding Opens: Thursday, May 12, 2022, 8 am, MT  
Bidding Closes: Thursday, May 12, 2022, 12 noon, MT

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*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](http://www.reckagri.com)

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## TERMS AND CONDITIONS OF SALE

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

**ONLINE BIDDING PROCEDURE:** The NE Cheyenne County Dryland Property will be offered for sale in 2 parcels. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on May 12, 2022. The auction will "soft close" @ 12:00 noon, MT on May 12, 2022. Bidding remains open on all parcels as long as there is continued bidding on any of the parcels. Bidding will close when 5 minutes have passed with no new bids on either of the parcels. Bidders may bid on any and/or all parcels at any time before bidding closes.

To bid at the online auction:

Download RECK AGRI MOBILE APP through the Apple App Store or Google Play OR visit [www.reckagri.com](http://www.reckagri.com) and click on the NE CHEYENNE COUNTY DRYLAND AUCTION property page to register to bid.

Your registration must be approved by Reck Agri Realty & Auction before you may bid. See Bidder Requirements below.

If you have questions regarding the bidding process and/or registration, call Reck Agri Realty & Auction at 970-522-7770.

**BIDDER REQUIREMENTS:** Requirements for Buyer(s) to be approved to bid online: 1.) Review and agree to the terms and conditions of the detail brochure; 2.) Provide Reck Agri Realty & Auction verification of available funds to purchase the property and/or bank loan approval letter with no contingencies; and 3.) Sign and return to Reck Agri Realty & Auction the Bidder Approval Request form. Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker. Detail Brochure may be obtained by visiting NE CHEYENNE COUNTY DRYLAND AUCTION property page at [www.reckagri.com](http://www.reckagri.com) or by calling Reck Agri Realty & Auction.

**SALE TERMS/PROCEDURE:** The "NE CHEYENNE COUNTY DRYLAND AUCTION" with RESERVE is an online only auction. The NE Cheyenne County Dryland property to be offered in 2 parcels. Competitive bids will determine the outcome of the auction. Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

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

**CLOSING:** Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before June 10, 2022. Closing to be conducted by Thalken Title and the closing service fee to be split 50-50 between Seller and Buyer(s).

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

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

**POSSESSION:** Upon signing of contract and the earnest money clearing, Buyer(s) may enter onto the 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. If Seller applies herbicide and/or completes fieldwork prior to the auction, Seller to be reimbursed at closing for herbicide and application and/or any fieldwork completed.

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

**GROWING CROPS:** Seller to reserve growing wheat currently planted on Parcel #1.

**REAL ESTATE TAXES:** 2022 Real Estate Taxes due in 2023 to be paid by Buyer(s).

**FSA DETERMINATION:** FSA base acres and yields to pass with the Parcels as designated within 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.

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

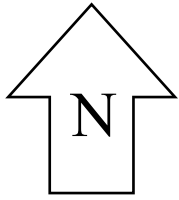
**MINERALS:** Seller to convey all OWNED mineral rights to Buyer(s).

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

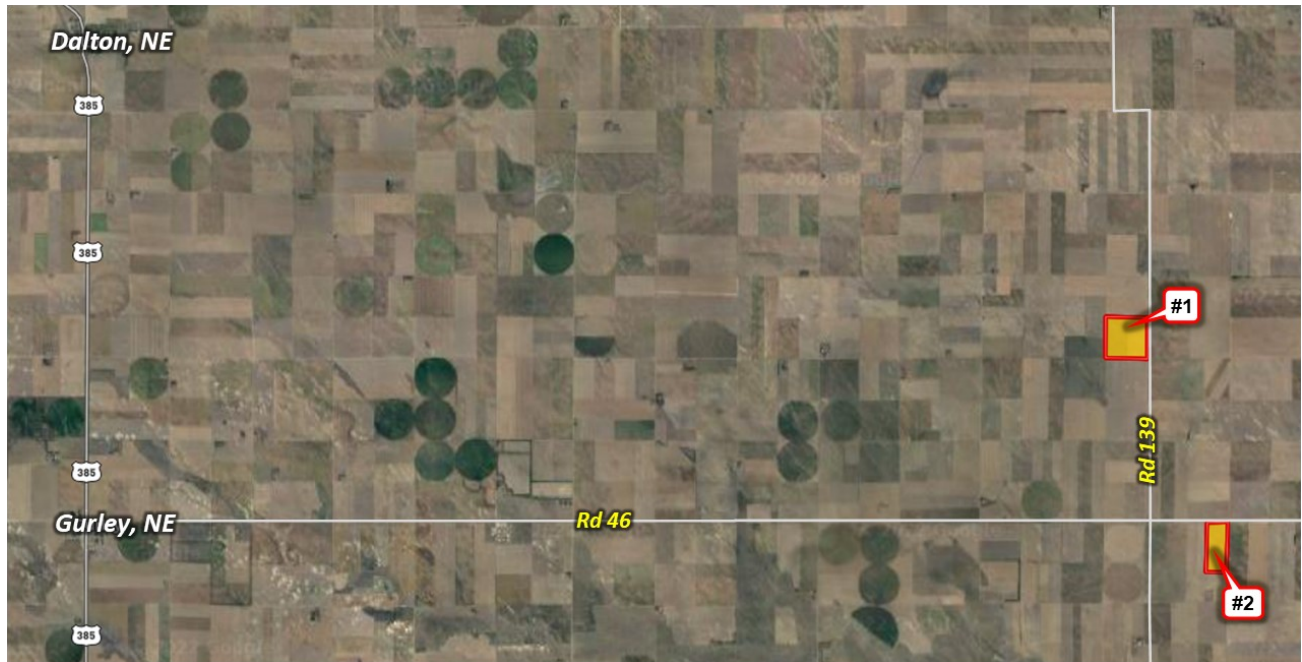
**ACREAGES:** All stated acreages in the initial brochure, detail brochure, and visual presentations are approximate and are obtained from aerial photos from the FSA office. The county tax records may indicate different acreages and no warranty is expressed or implied as to exact acreages of property.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

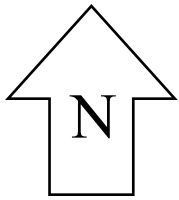
**ANNOUNCEMENTS:** The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the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

**COPYRIGHT NOTICE:** Photographs, videos, and Color & Detail Brochures are property of Reck Agri Realty & Auction and cannot be reproduced without permission. Auction photographs may be used by Reck Agri Realty & Auction in publications, marketing materials, and on its website.



## LOCATION MAP





## PARCEL #1 - PLAT MAP





**PARCEL #1**  
**PROPERTY INFORMATION**

**LEGAL DESCRIPTION:** SE1/4 of Section 17, Township 16 North, Range 47 West of the 6th PM, Cheyenne County, NE.  
See Pages 18-33 for legal description, title commitment, and title exceptions.

**ACREAGE:** 161.5± Acres Dryland  
              2.0± Acres Rds, etc.  
              163.5± Total Acres

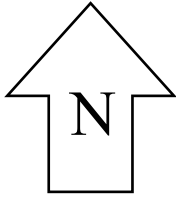
**LAND TENURE:** See Soils Map on Page 8

**TAXES:** 2021 real estate taxes payable in 2022 are: \$1,346.48

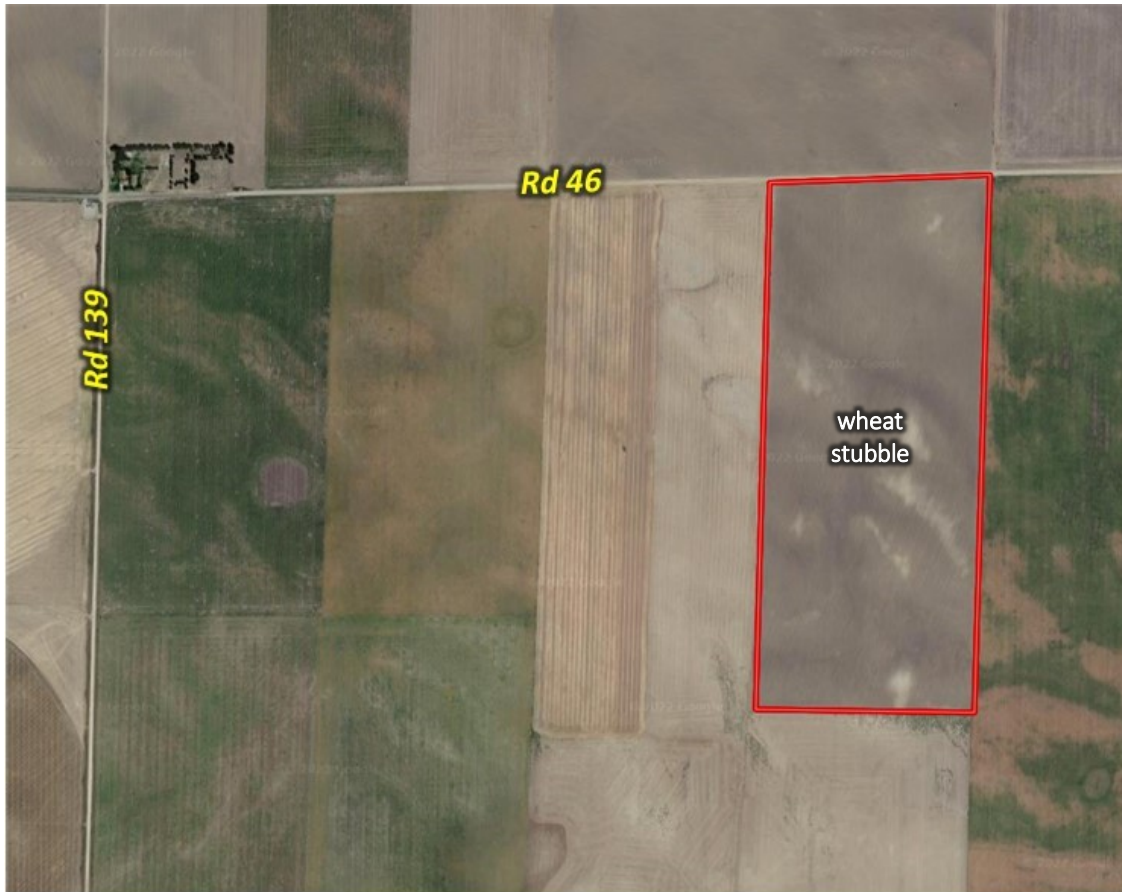
**FSA INFORMATION:** To be provided prior to auction.

**COMMENTS:**

**STARTING BID:** *\$135,000*



## PARCEL #2 - PLAT MAP



**PARCEL #2**  
**PROPERTY INFORMATION**

**LEGAL DESCRIPTION:** Part of the E1/2 of Section 33, Township 16 North, Range 47 West of the 6th PM, Cheyenne County, NE.  
See Pages 34-36 for legal description, title commitment, and title exceptions.  
See Page 10 for copy of survey.

**ACREAGE:** 98.0± Acres Dryland

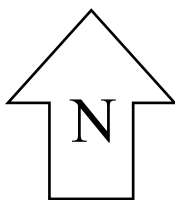
**LAND TENURE:** See Soils Map on Page 9.

**TAXES:** Estimated 2021 real estate taxes payable in 2022 are: \$823.00

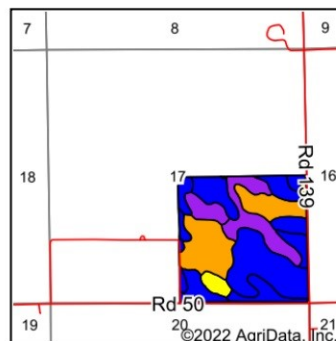
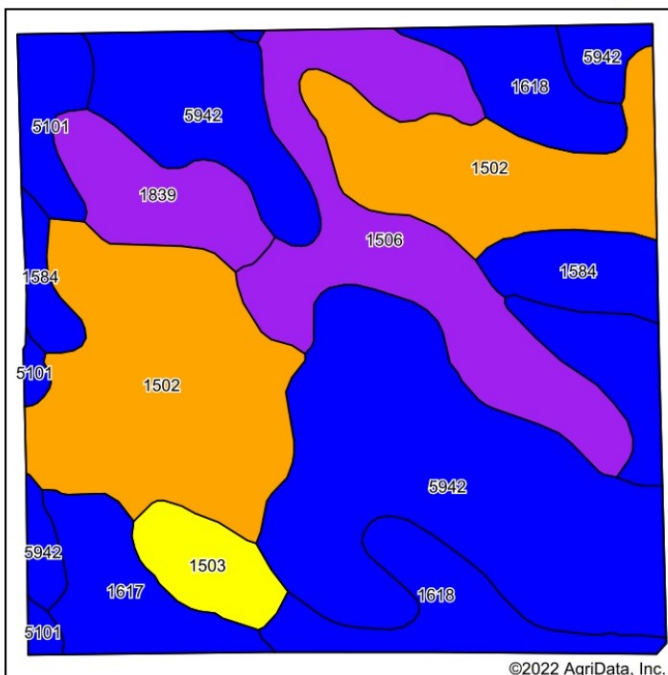
**FSA INFORMATION:** To be provided prior to auction.

**COMMENTS:**

**STARTING BID :** \$80,000



# SOILS MAP - Parcel #1



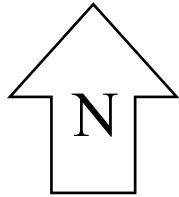
State: **Nebraska**  
 County: **Cheyenne**  
 Location: **17-16N-47W**  
 Township: **Lodgepole**  
 Acres: **161.49**  
 Date: **4/22/2022**



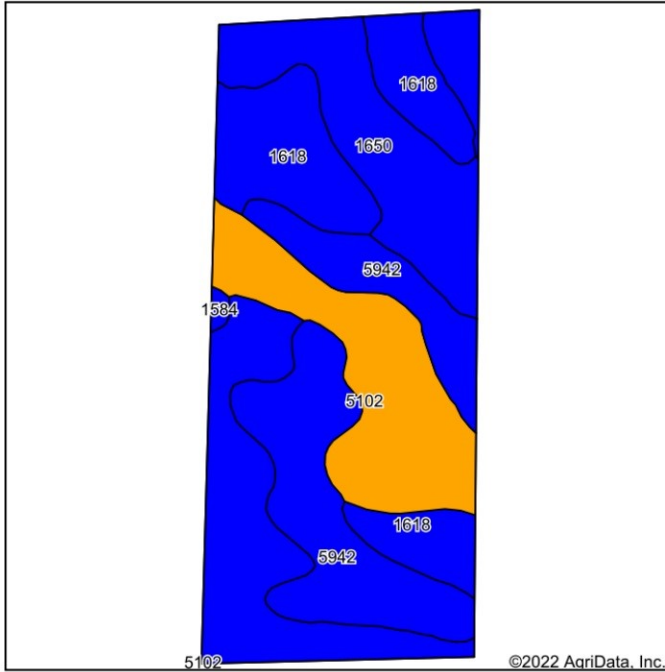
Soils data provided by USDA and NRCS.

Area Symbol: NE033, Soil Area Version: 21								
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains
5942	Duroc loam, 0 to 1 percent slopes	48.47	30.0%		Ilc	60	30	33
1502	Altvan loam, 1 to 3 percent slopes	39.54	24.5%		IIle	42	22	24
1506	Altvan-Dix complex, 3 to 9 percent slopes	21.70	13.4%		Ve	32	18	18
1618	Keith loam, 1 to 3 percent slopes	19.28	11.9%		Ile	54	30	32
1839	Sidney-Canyon complex, 3 to 9 percent slopes	7.68	4.8%		Ve	27	13	18
1617	Keith loam, 0 to 1 percent slopes	7.48	4.6%		Ilc	55	29	31
1584	Goshen silt loam, 0 to 1 percent slopes	7.21	4.5%		Ilc	53	24	34
5101	Alliance loam, 1 to 3 percent slopes	5.27	3.3%		Ile	50	24	33
1503	Altvan loam, 3 to 6 percent slopes	4.86	3.0%		IVe	33	15	20
Weighted Average					2.85	*n 47.9	*n 24.7	*n 27.5

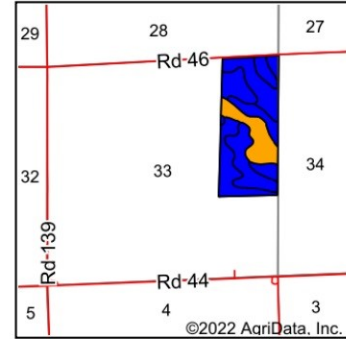
\*n: The aggregation method is "Weighted Average using all components"



## SOILS MAP - Parcel #2



Soils data provided by USDA and NRCS.



State: **Nebraska**  
 County: **Cheyenne**  
 Location: **33-16N-47W**  
 Township: **Lodgepole**  
 Acres: **98**  
 Date: **4/22/2022**

Maps Provided By  
**surety**  
 CUSTOMIZED ONLINE MAPPING  
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Area Symbol: NE033, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains
1618	Keith loam, 1 to 3 percent slopes	36.64	37.4%		Ile	54	30	32
5942	Duroc loam, 0 to 1 percent slopes	26.75	27.3%		Ilc	60	30	33
5102	Alliance loam, 3 to 6 percent slopes	18.13	18.5%		IIle	47	22	31
1650	Kuma loam, 0 to 1 percent slopes	16.11	16.4%		Ilc	58	28	30
1584	Goshen silt loam, 0 to 1 percent slopes	0.37	0.4%		Ilc	53	24	34
Weighted Average					2.18	*n 55	*n 28.2	*n 31.8

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

**ROAD 46**

N 1/4 COR. SEC. 33  
FD. 1/2" REBAR  
DOWN 3.2' IN ROAD

N 3°32'19"E 5097.41'

N 89°44'44"W 2681.78' (2640.00' GLO)

**ROAD 143**

S 89°12'46"E 5221.07'  
(5250.96' GLO)

NE COR. SEC. 33  
FD. 1/2" REBAR  
DOWN 3.0' IN ROAD.  
BENT, REPLACED  
WITH 5/8" REBAR &  
CAP.

NE COR. SEC. 34  
FD. 1" IRON PIPE  
DOWN 3.4' IN ROAD

S 89°56'58"E 5311.79'  
(5286.60' GLO)

NE COR. SEC. 35  
FD. 1" IRON PIPE  
DOWN 3.0'

N 3°41'33"E 5135.48' (5280.00' GLO)

S 89°44'44"E 1336.94'

**LEGAL DESCRIPTIONS:**

THAT PART OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 47 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID SECTION 33, N 89°44'44"W A DISTANCE OF 1336.94 FEET; THENCE SOUTHERLY S 3°41'33"W A DISTANCE OF 3198.77 FEET; THENCE EASTERLY, S 89°44'44"E A DISTANCE OF 1336.94 FEET TO THE EAST LINE OF SAID SECTION 33; THENCE NORTHERLY, ALONG SAID EAST LINE OF SAID SECTION 33, N 3°41'33"E A DISTANCE OF 3198.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 98.00 ACRES MORE OR LESS.

**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM V.R.S. NETWORK SOLUTION, NEBRASKA SPCS ZONE 2600 NAD83 (2011)

THAT PART OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 16 NORTH,  
RANGE 47 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE  
WESTERLY, ALONG THE NORTH LINE OF SAID SECTION 33, N89°44'44"W A  
DISTANCE OF 1336.94 FEET; THENCE SOUTHERLY S3°17'33"W A DISTANCE  
OF 3198.77 FEET; THENCE EASTERLY, S89°44'44"E A DISTANCE OF  
1336.94 FEET TO THE EAST LINE OF SAID SECTION 33; THENCE  
NORTHERLY, ALONG SAID EAST LINE OF SAID SECTION 33, N3°41'33"E A  
DISTANCE OF 3198.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 98.00 ACRES MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM V.R.S. NETWORK SOLUTION, NEBRASKA SPCS ZONE 2600 NAD83 (2011)



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

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

## FARM, RANCH, AND LAND PURCHASE AGREEMENT

Firm Name & Address:

Reck Agri Realty & Auction  
535 E Chestnut, PO Box 407  
Sterling, CO 80751

Date: May 12, 2022

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

Legal Description of Parcel # \_\_\_\_\_ as described in NE Cheyenne County Dryland  
Auction Detail Brochure Printed: May 6, 2022.

SELLER: \_\_\_\_\_

The only personal property included is as follows: Inclusions as stated in NE Cheyenne County  
Dryland Auction Detail Brochure Printed: May 6, 2022.

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

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

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

Other Provisions:

1-1.) Water rights to be conveyed as stated in NE Cheyenne County Dryland Auction Detail Brochure Printed: May 6, 2022.

1-2.) Growing crops to be conveyed as stated in NE Cheyenne County Dryland Auction Detail Brochure Printed: May 6, 2022.

1-3.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and auction ended May 12, 2022, and in accordance with the terms and conditions of this Purchase Agreement, the NE Cheyenne County Dryland Auction Detail Brochure Printed: May 6, 2022, the Title Commitment and all supplements and additions thereto, and other written statements as sent during the Auction by the Auction Broker and the Auctioneer. Upon Reck Agri Realty & Auction, as broker, declaring each tract sold, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Agreement and the NE Cheyenne County Dryland Auction Detail Brochure Printed: May 6, 2022. In the event of a conflict between this Agreement and the NE Cheyenne County Dryland Auction Detail Brochure Printed: May 6, 2022, the NE Cheyenne County Dryland Auction Detail Brochure Printed: May 6, 2022, as modified by written statements at the auction, shall control.

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

1-5.) On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the NE Cheyenne County Dryland Auction Detail Brochure Printed: May 6, 2022, and understood, and agreed to all written statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the NE Cheyenne County Dryland Auction Detail Brochure Printed: May 6, 2022. Buyer(s) has, relying solely on his/her own Due Diligence and with no oral or written representations from the Seller or the Auction Company or its agents, accepted the Property "As Is, Where Is" including, but not limited to, no physical environmental or legal compliance warranties whatsoever from the Seller.

1-6.) See NE Cheyenne County Dryland Auction Detail Brochure Printed: May 6, 2022, for terms and conditions of real estate taxes.

1-7.) Thalken Title Co Title Commitment attached and incorporated by File No. 2220222 and 2220223.

1-8.) NE Cheyenne County Dryland Auction Detail Brochure Printed: May 6, 2022.

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



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

The closing date of the sale shall be on or before June 10, 2022.

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

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

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

1031 SELLER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Seller may desire to sell the property which is the subject of this Auction in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer(s) agrees to cooperate but is not required to incur any additional expense or risk.

1031 BUYER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Buyer(s) may desire to purchase the property which is the subject of this Contract in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Seller agrees that Buyer(s) may purchase through and assign this contract to a qualified intermediary chosen by Buyer(s), as may be needed to complete a 1031 tax-free exchange, which may not be simultaneous. Seller will cooperate with such exchange provided that Seller is not required to incur any additional expense or risk. Notwithstanding the utilization of a qualified intermediary to accomplish a like-kind exchange, Seller will confirm and ratify to Buyer(s) any warranty required under this Contract at the time of closing.

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

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

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER (Successful Bidder at NE Cheyenne County Dryland Auction)

ADDRESS: \_\_\_\_\_

NAMES FOR DEED: \_\_\_\_\_ in joint  
tenancy/tenants in common.

#### RECEIPT FOR EARNEST MONEY

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

Reck Agri Realty & Auction  
535 E Chestnut  
PO Box 407  
Sterling, CO 80751  
Phone: 970-522-7770, Fax: 970-522-7365

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Marc Reck

#### ACCEPTANCE

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

SELLERS:

\_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_

#### BUYER(S) PLEASE NOTE

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

#### SELLER PLEASE NOTE

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

# 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 for        Buyer        Seller (complete and attach Common Law Agency addendum)

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

## Acknowledgement of Disclosure

(Including Information on back of form)

\_\_\_\_\_  
(Client or Customer Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Client or Customer Name)

\_\_\_\_\_  
Date

**Contact Information:**

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

**Items Broker may perform:**

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

## BIDDER APPROVAL REQUEST

Date: \_\_\_\_\_

I \_\_\_\_\_, request approval to bid on NE Cheyenne County Dryland Auction and participate in Online Only Auction to sell this property. In order to bid and participate in the Online Only Auction, I agree and acknowledge the following:

1. I have read the NE Cheyenne County Dryland Auction Detail Brochure, Printed May 6, 2022, and agree to the terms and conditions of the Online Only Auction.
2. The auction is to begin May 12, 2022 @ 8 am and will "soft close" May 12, 2022 @ 12 noon. Bidding will continue in 5-minute increments until 5 minutes have passed with no new bids. Bidding remains open on all parcels as long as there is continued bidding. Bidders may bid on any and/or all parcels at any time before bidding closes.
3. With the close of the auction, if I am the successful bidder, I accept the title commitment and will sign the contract as shown within the above stated detail brochure and deliver the earnest money deposit to Reck Agri Realty & Auction within 24 hours of the close of the auction.
4. With this request I have provided Reck Agri Realty & Auction the following: 1.) Verification of available funds to purchase the property; and/or 2.) Bank loan approval letter with no contingencies.
5. Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker.
6. Will you be using a 1031 Exchange? \_\_\_\_\_

Bidder(s) requesting approval:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by:

Reck Agri Realty & Auction

\_\_\_\_\_  
Marc Reck

**Chicago Title Insurance Company  
Commitment for Title Insurance**

**SCHEDULE A**

**PARCEL #1--TITLE COMMITMENT**

File No. 2220222

1. Commitment Date: April 19, 2022 at 8:00 A.M.
2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2006)

Amount: \$  
Premium: \$

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

B. ALTA Loan Policy (2006)

Amount: \$  
Premium: \$

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

**SUZANNE K. TURNER and LARRY G. THOMPSON**

5. The Land is described as follows:

**The SE $\frac{1}{4}$  of Section 17, Township 16 North, Range 47 West of the 6th P.M., in Cheyenne County, Nebraska**

<b>Chicago Title Insurance Company</b> <b>Commitment for Title Insurance</b>
---------------------------------------------------------------------------------

**SCHEDULE B, PART II****Exceptions**

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

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

**General Exceptions:**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

**\* Special Exceptions:**

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

7. Taxes for 2022 and subsequent years.
8. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
9. No coverage is provided for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code office of the Secretary of State of the State of Nebraska.
10. 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 are used as security.

<p><b>Chicago Title Insurance Company</b> <b>Commitment for Title Insurance</b></p>
-----------------------------------------------------------------------------------------

**SCHEDULE B, PART II****Exceptions**

11. Included within matters excluded by Exclusions from Coverage, Paragraph 1(a) are the consequences of any action brought under the Perishable Agricultural Commodities Act of 1930, as amended 7 USCS 499 et seq., the Packers and Stockyard Act of 1921, as amended, 7 U.S.C. § 181 et. seq., or any similar federal or state law.
12. Pipeline Right-of-way Grant in favor of SNYDER OIL CORPORATION, its successors and assigns, dated November 5, 1992 and recorded March 31, 1993 in Book "259", Page 614 of the Miscellaneous records of Cheyenne County, Nebraska.
13. Pipeline Right-of-way Grant in favor of SNYDER OIL CORPORATION, its successors and assigns, dated December 10, 1993 and recorded February 1, 1995 in Book "264", Page 388 of the Miscellaneous records of Cheyenne County, Nebraska.
14. Pipeline Right-of-way Grant in favor of DERNICK RESOURCES, INC., its successors and assigns, dated March 4, 1999 and recorded August 3, 1999 in Book "271", Page 661 of the Miscellaneous records of Cheyenne County, Nebraska.

End of Schedule B - Section 2



OFF REC 2021 2295

SL	SL	SL	SL	SL
F	DP	M	DE	C2

NEBRASKA DOCUMENTARY  
STAMP TAX \$ EL20  
DATE 11/24/2021  
BY Britt E. Jencenoshur ST

No. \_\_\_\_\_  
STATE OF MISSISSIPPI  
COUNTY OF COVINGTONE  
Date & Time Filed: 11/24/2021 1:02 PM  
Fee: \$ 116.00  
Doc: BL20  
By: E. S. Sargent  
Covington County Clerk

Return to: Matzke, Mattoon, Martens & Strommen, L.L.C.  
P. O. Box 316  
Sidney, Nebraska 69162-0316

DEED OF DISTRIBUTION  
BY  
SUCCESSOR TRUSTEE

Gerald D. Thompson, as Successor Trustee of the Janice L. Thompson Trust dated August 28, 2014, and as Successor Trustee of the Lawrence H. Thompson Trust dated August 28, 2014, as amended on February 25, 2016, and as further amended on June 13, 2016, GRANTOR, conveys and releases to Suzanne K. Turner and Larry G. Thompson, as tenants in common, GRANTEES, the following-described real estate (as defined in Neb. Rev. Stat. 76-201):

The Southeast Quarter (SE/4) of Section Seventeen (17), Township Sixteen (16) North, Range Forty-seven (47) West of the 6<sup>th</sup> P.M., Cheyenne County, Nebraska;

subject to easements, rights-of-way, restrictions and prior mineral and/or royalty reservations, exceptions and conveyances of record, if any.

GRANTOR has determined that the GRANTEES are the persons entitled to distribution of the real estate from said estate. GRANTOR covenants with GRANTEES that GRANTOR has legal power and lawful authority to convey and release the same.

EXECUTED November 22, 2021.

The Janice L. Thompson Trust

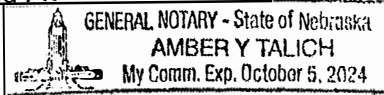
By: Gerald D. Thompson  
Gerald D. Thompson, Successor Trustee

The Lawrence H. Thompson Trust

By: Gerald D. Thompson  
Gerald D. Thompson, Successor Trustee

STATE OF NEBRASKA                    )  
                                                   ) ss.  
 COUNTY OF CHEYENNE                )

The foregoing instrument was acknowledged before me on November 22, 2021,  
 by GERALD D. THOMPSON, as Successor Trustee of the Janice L. Thompson Trust  
 dated August 28, 2014, and as Successor Trustee of the Lawrence H. Thompson Trust  
 dated August 28, 2014.



My Commission Expires: 10/5/2024

Amber Y. Talich  
 Notary Public

250 614  
 FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Lawrence H. Thompson and Janice L. Thompson, husband and wife  
1100 22nd Avenue  
Sidney, Nebraska 69162  
 "Grantor", hereby grants, bargains, sells and conveys unto SNYDER OIL CORPORATION of 1625 Broadway, Suite 2200, Denver Colorado 80202, "Grantee", its successors and assigns, an exclusive easement, right-of-way and the license, for the purpose from time to time to lay, maintain, inspect, replace, erect, operate and remove a pipeline or pipelines and such drips, valves, fittings, meters, compressors, and other equipment appurtenances as may be necessary for the operation, over, through, upon, under and across the following described lands located in Cheyenne County, State of Nebraska, to-wit:

Township 16 North, Range 47 West, 6th P.M.  
Section 17: SE1/4SE1/4

PAYABLE UPON ACTUAL COMMENCEMENT OF PIPELINE INSTALLATION OPERATIONS.

together with the right of ingress and egress from existing roads and across said land and adjacent lands of Grantor for any and all purposes necessary and incident to the exercise by the Grantee of the rights granted hereunder. For a definitive description of the easement, see the attached Exhibit "A" which by this reference is incorporated herein and made a part hereof.

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In addition to the consideration hereinabove stated, Grantee agrees to pay Grantor Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, in final settlement of damages to the growing crops and foliage due to the installation of said pipeline.
2. The consideration paid by Grantee to the Grantor includes full and final payment for any and all damages to crops, pasture, timber, fences or other improvements resulting from initial construction hereunder. After installation of the pipeline, Grantee agrees to restore the ground by adequately tamping and packing and reseeding to a condition, as nearly as possible, as it existed prior to the installation of the pipeline.
3. Grantee agrees that any pipeline installed shall be at a minimum depth of 36 inches below the surface of the ground. The permanent right-of-way granted herein shall be fifteen (15) feet on either side of the centerline described on Exhibit "A" hereof, except that during the initial construction and installation of the pipeline, Grantor, for the consideration stated above, hereby grants unto the Grantee a temporary easement and right to access a right-of-way twenty-five (25) feet on either side of the centerline described in Exhibit "A" as it runs through the above referenced lands. This temporary portion of the right-of-way and right of access shall in no case endure for a period in excess of one hundred eighty (180) days from the date hereof or the completion of initial installation, whichever period is shorter.
4. All equipment or appurtenances to the pipeline which shall be on or above the surface of the ground shall be installed in a manner to protect the Grantor's livestock when necessary. Any above ground installations will be made with the consent of Grantor.
5. Upon request by Grantor, the easement herein granted shall terminate and all rights hereunder revert to Grantor when the pipeline located therein has not been used or is not useable by Grantee or its assigns for a period of two (2) years, except when non-use is caused by acts or circumstances of force majeure or those beyond the control of Grantee. Upon termination, Grantee shall attempt to restore the easement to a condition, as nearly as possible, as existed prior to this grant.
6. Grantor will indemnify and hold Grantee harmless from any damages or legal actions caused by Grantor's activities.
7. Grantee will indemnify and hold Grantor harmless from any damages or legal actions caused by Grantee's activities on the easement.
8. This Right-of-Way Grant shall be binding upon the heirs, devisees, successors and assigns of Grantee and Grantor and shall be a covenant running with the land.
9. Notwithstanding anything contained herein to the contrary, Grantee shall have the right, at its option, to install an additional line(s) pursuant to the terms and conditions of this agreement by paying Grantor an additional consideration of \$ 4.00 per rod.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Right-of-Way Grant this 5th day of NOV, 19 92

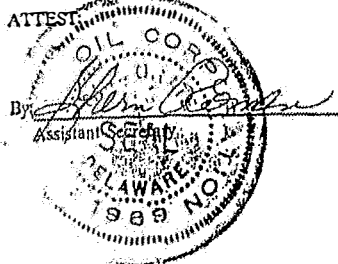
GRANTOR:

Janice L. Thompson  
 Janice L. Thompson

Lawrence H. Thompson  
 Lawrence H. Thompson  
 SS# 508-46-5373

GRANTEE:

SNYDER OIL CORPORATION



By [Signature]  
 Terry L. Savage, Vice President ARM

ACKNOWLEDGEMENT-INDIVIDUAL

STATE OF Nebraska )  
COUNTY OF Cheyenne ) ss.

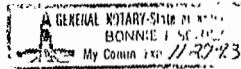
Before me, the undersigned, a Notary Public, in and for said County and State, on this 5<sup>th</sup> day of November, 1993, personally appeared Lawrence H. Thompson and Janice L. Thompson, husband, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

\*\* and wife

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

11-27-93



Bonnie J. Schilly  
Notary Public  
Residing at:

ACKNOWLEDGEMENT-CORPORATION

STATE OF )  
COUNTY OF ) ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that she/he is the \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said \_\_\_\_\_ acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public  
Residing at:

STATE OF Texas )  
COUNTY OF Tarrant ) ss.

On this 1<sup>st</sup> day of March, 1993, before me personally appeared Terry L. Savage, to me personally known, who, being by me duly sworn, did say that he is the Vice President of SNYDER OIL CORPORATION, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Terry L. Savage acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

My Commission Expires:

10-9-96

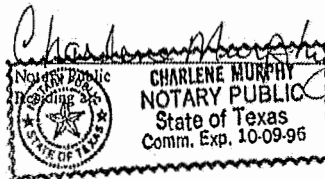
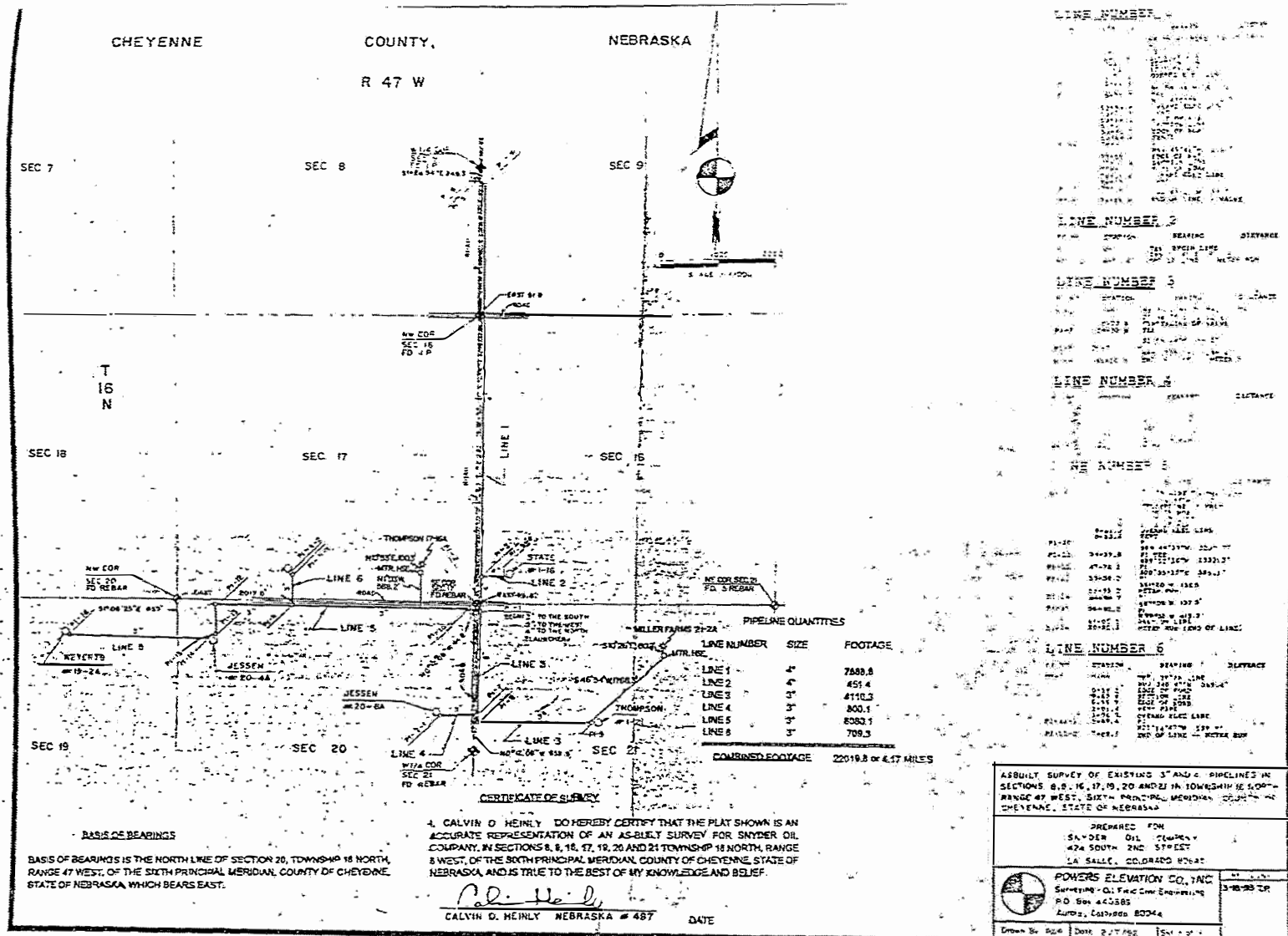


EXHIBIT "A"



BOOK 259 PAGE 617

No. **048216**

d	w	b	y	B	D
RA	F	BP	N	DI	CP

STATE OF NEBRASKA }  
COUNTY OF CHEYENNE } SS  
Date filed: March 31, 1993  
Time filed: 9:50 o'clock A.M.  
Recorded in: mic Book 259 Page 617  
Fee: \$20.50  
Doc: Dianne Cook  
Cheyenne County Clerk d

Return to Northwestern Land & Oil Properties  
11645 Court Place Ste 205  
Denver CO 80202

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Lawrence H. Thompson and Janice L. Thompson, husband and

wife  
1100 2nd Avenue, Sidney, Nebraska 69162

"Grantor", hereby grants, bargains, sells and conveys unto SNYDER OIL CORPORATION of 1625 Broadway, Suite 2200, Denver, Colorado 80202, "Grantee", its successors and assigns, an exclusive easement, right-of-way and the license, for the purpose from time-to-time to lay, maintain, inspect, replace, erect, operate and remove a pipeline or pipelines and such drips, valves, fittings, meters, compressors, and other equipment appurtenances as may be necessary for the operation, over, through, upon, under and across the following described lands located in Cheyenne County, State of Nebraska, to-wit:

Township 16 North, Range 47 West, 6th P.M.  
Section 17: SE4

together with the right of ingress and egress from existing roads and across said land and adjacent lands of Grantor for any and all purposes necessary and incident to the exercise by the Grantee of the rights granted hereunder. For a definitive description of the easement, see the attached Exhibit "A" which by this reference is incorporated herein and made a part hereof.

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In addition to the consideration hereinabove stated, Grantee agrees to pay Grantor Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, in final settlement of damages to the growing crops and foliage due to the installation of said pipeline.
2. The consideration paid by Grantee to the Grantor includes full and final payment for any and all damages to crops, pasture, timber, fences or other improvements resulting from initial construction hereunder. After installation of the pipeline, Grantee agrees to restore the ground by adequately tamping and packing and reseeded to a condition, as nearly as possible, as it existed prior to the installation of the pipeline.
3. Grantee agrees that any pipeline installed shall be at a minimum depth of 36 inches below the surface of the ground. The permanent right-of-way granted herein shall be fifteen (15) feet on either side of the centerline described on Exhibit "A" hereof, except that during the initial construction and installation of the pipeline, Grantor, for the consideration stated above, hereby grants unto the Grantee a temporary easement and right to access a right-of-way twenty-five (25) feet on either side of the centerline described in Exhibit "A" as it runs through the above referenced lands. This temporary portion of the right-of-way and right of access shall in no case endure for a period in excess of one hundred eighty (180) days from the date hereof or the completion of initial installation, whichever period is shorter.
4. All equipment or appurtenances to the pipeline which shall be on or above the surface of the ground shall be installed in a manner to protect the Grantor's livestock when necessary. Any above ground installations will be made with the consent of Grantor.
5. Upon request by Grantor, the easement herein granted shall terminate and all rights hereunder revert to Grantor when the pipeline located therein has not been used or is not useable by Grantee or its assigns for a period of two (2) years, except when non-use is caused by acts or circumstances of force majeure or those beyond the control of Grantee. Upon termination, Grantee shall attempt to restore the easement to a condition, as nearly as possible, as existed prior to this grant.
6. Grantor will indemnify and hold Grantee harmless from any damages or legal actions caused by Grantor's activities.
7. Grantee will indemnify and hold Grantor harmless from any damages or legal actions caused by Grantee's activities on the easement.
8. This Right-of-Way Grant shall be binding upon the heirs, devisees, successors and assigns of Grantee and Grantor and shall be a covenant running with the land.
9. Notwithstanding anything contained herein to the contrary, Grantee shall have the right, at its option, to install an additional line(s) pursuant to the terms and conditions of this agreement by paying Grantor an additional consideration of \$ 4.50 per rod.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Right-of-Way Grant this 10th day of Nov, 1993

GRANTOR:

Janice L. Thompson  
Janice L. Thompson

Lawrence H. Thompson  
Lawrence H. Thompson  
SS# 508-46-5373

GRANTEE:

ATTEST:

By \_\_\_\_\_  
Assistant Secretary

SNYDER OIL CORPORATION

By Mark J. Choury  
Mark J. Choury - Attorney-In-Fact

STATE OF Nebraska  
COUNTY OF Chapman

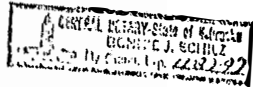
ACKNOWLEDGEMENT-INDIVIDUAL

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10<sup>th</sup> day of December, 1993, personally appeared Lawrence H. Thompson and Janice L. Thompson, husband and wife, and they acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

11-22-97



Bonnie J. Scholz  
Notary Public  
Residing at:

ACKNOWLEDGEMENT-CORPORATION

STATE OF  
COUNTY OF

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that she/he is the \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said \_\_\_\_\_ acknowledged to me that said corporation executed the same.

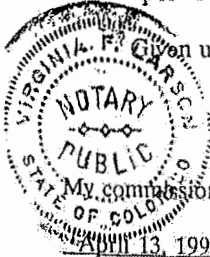
WITNESS my hand and official seal,

My Commission Expires:

Notary Public  
Residing at:

STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

On this 10th day of May, 1994, A.D., before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Mark J. Choury to me known to be the identical person who subscribed the name of the maker thereof to the foregoing Instrument as its Attorney-in-Fact and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

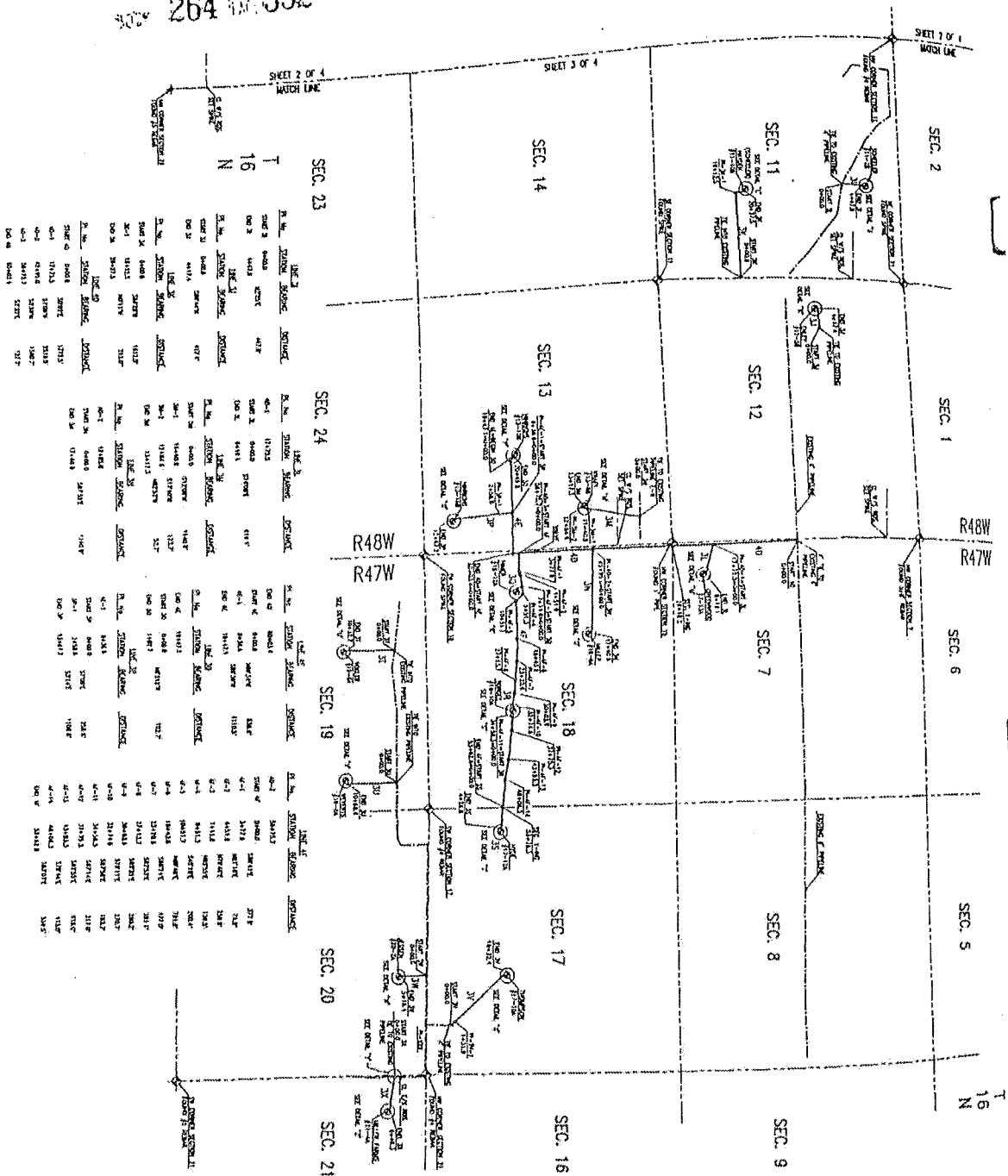


Given under my hand and seal of office the day and year last above written.

Virginia F. Larson  
Notary Public



264 392



**LEGEND**

○	SECTION CORNER
○	QUARTER CORNER
○	CORNER OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 48 WEST
○	CORNER OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 47 WEST
○	CORNER OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 46 WEST

GENERAL STATE OF IOWA  
THE SOUTHERN LINE OF SECTION 3, TOWNSHIP 16 NORTH,  
RANGE 48 WEST BEING A PART OF THE

SEC. 23	SEC. 22	SEC. 21	SEC. 20	SEC. 19	SEC. 18	SEC. 17	SEC. 16	SEC. 15	SEC. 14	SEC. 13	SEC. 12	SEC. 11	SEC. 10	SEC. 9	SEC. 8	SEC. 7	SEC. 6	SEC. 5	SEC. 4	SEC. 3	SEC. 2	SEC. 1
100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00

©

Scale: 1" = 400.00'
Drawn By: J. THOMAS
Checked By: J. KELLY
File: C:\WORK\PIPELINE
Sheet: 3

**PIPELINE GATHERING SYSTEM**  
SNYDER OIL CORPORATION 20 & 3"  
PIPELINE GATHERING SYSTEM

AN ASSURANCE PROFILE SURVEY IN SECTIONS 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 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1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767,

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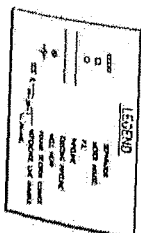
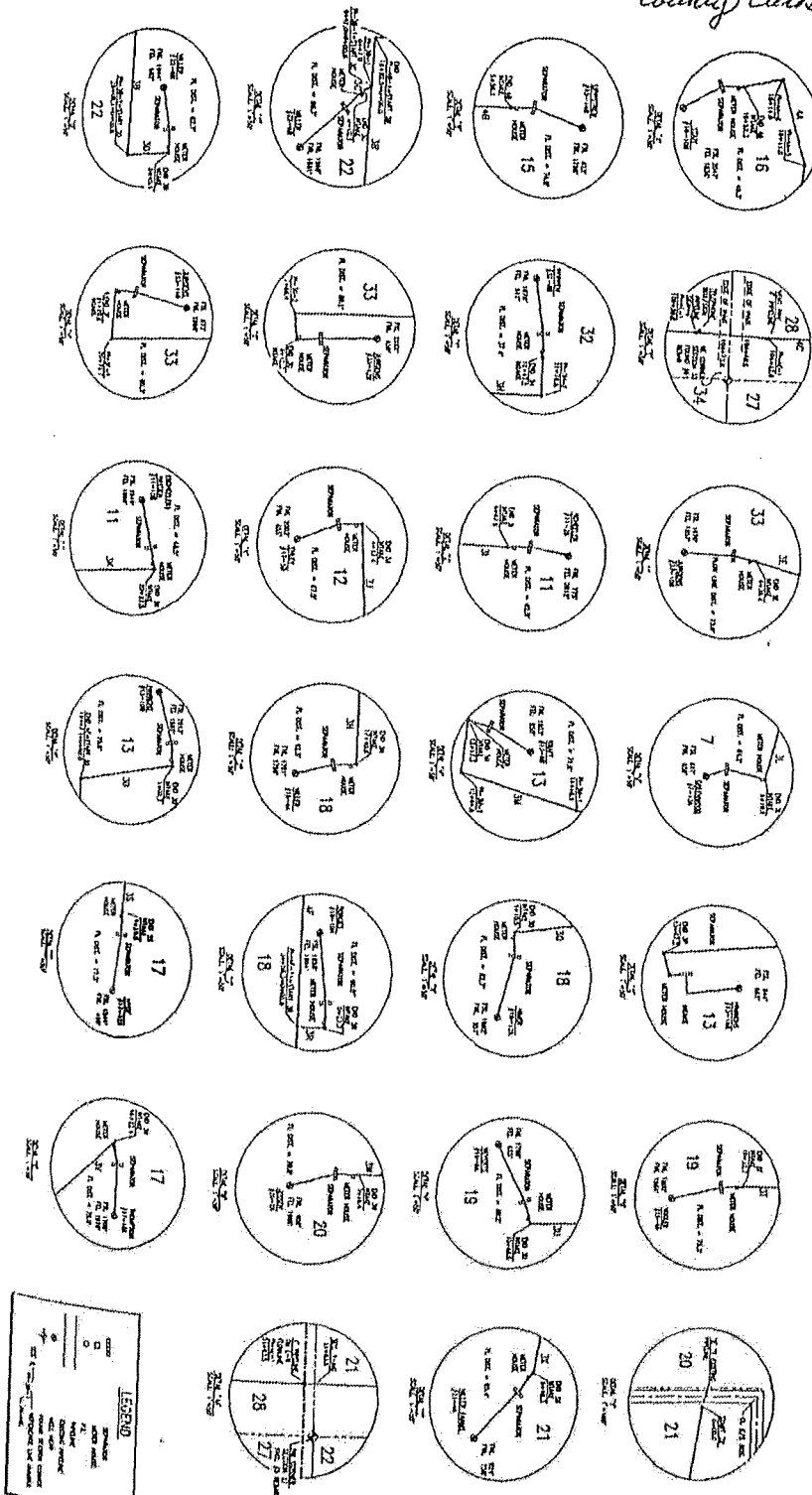
Return:  
Northwestern Land & Oil  
1645 Court N. Ste. 205  
Denver Co. 80202

No. \_\_\_\_\_  
STATE OF NEBRASKA )  
COUNTY OF CHEYENNE ) ss  
Date filed: 2-1-95  
Time filed: 2:45 AM  
Recorded by: Mace  
Book 264 Page 383  
Fee: \$30.00 Doc \$

*Bar E. J. Jorgensen*  
County Clerk

BOOK 264 PAGE 383

GATHERING SYSTEM DETAILS



<b>PIPELINE GATHERING SYSTEM</b> SNYDER OIL CORPORATION 4" & 3" PIPELINE GATHERING SYSTEM		DATE: 30 BY: [Signature] CHECKED: [Signature]	<b>Powers Elevator Co., Inc.</b> 1001 N. 10th St. Lincoln, NE 68502 (402) 441-1111
-------------------------------------------------------------------------------------------------	--	-----------------------------------------------------	---------------------------------------------------------------------------------------------

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt or which is hereby acknowledged, Lawrence H. Thompson and Janice L. Thompson, husband and wife, of 1100 22nd Avenue, Sidney, NE 69162, 'Grantor', hereby grants, bargains, sells and conveys unto DERNICK RESOURCES, INC of 14340 Torrey Chase, Suite 165, Houston, TX 77014, 'Grantee', its successors and assigns, an exclusive easement, right-of-way and the license, for the purpose from time-to-time to lay, maintain, inspect, replace, erect, operate and remove a pipeline or pipelines and such drips, valves, fittings, meters, compressors, and other equipment appurtenances as may be necessary for the operation, over, through, upon, under and across the following described lands located in Cheyenne County, State of Nebraska, to-wit:

Township 16 North, Range 47 West, 6th P.M.  
Section 17: S2SE

PAYABLE UPON ACTUAL COMMENCEMENT OF PIPELINE INSTALLATION

together with the right of ingress and egress from existing roads and across said land and adjacent lands of Grantor for any and all purposes necessary and incident to the exercise by the Grantee of the rights granted hereunder. For an approximate location of the easement, see Exhibit 'A' attached hereto.

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In addition to the consideration hereinabove stated, Grantee agrees to pay Grantor Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, in final settlement of damages to the growing crops and foliage due to the installation of said pipeline.
2. The consideration paid by Grantee to the Grantor includes full and final payment for any and all damages to crops, pasture, timber, fences or other improvements resulting from initial construction hereunder. After installation of the pipeline, Grantee agrees to restore the ground by adequately tamping and packing and reseeding to a condition, as nearly as possible, as it existed prior to the installation of the pipeline.
3. Grantee agrees that any pipeline installed shall be at a minimum depth of 48 inches below the surface of the ground. The permanent right-of-way granted herein shall be fifteen (15) feet on either side of the centerline shown on Exhibit 'A' hereof, except that during the initial construction and installation of the pipeline, Grantor, for the consideration stated above, hereby grants unto the Grantee a temporary easement and right to access a right-of-way twenty-five (25) feet on either side of the centerline shown in Exhibit 'A' as it runs through the above referenced lands. This temporary portion of the right-of-way and right of access shall in no case endure for a period in excess of one hundred eighty (180) days from the date hereof or the completion of initial installation, whichever period is shorter.
4. All equipment or appurtenances to the pipeline which shall be on or above the surface of the ground shall be installed in a manner to protect the Grantor's livestock when necessary. Any above ground installations will be made with the consent of Grantor.
5. Upon request by Grantor, the easement herein granted shall terminate and all rights hereunder revert to Grantor when the pipeline located therein has not been used or is not useable by Grantee or its assigns for a period of two (2) years, except when non-use is caused by acts or circumstances of force majeure or those beyond the control of Grantee. Upon termination, Grantee shall attempt to restore the easement to a condition, as nearly as possible, as existed prior to this grant.
6. Grantor will indemnify and hold Grantee harmless from any damages or legal actions caused by Grantor's activities.
7. Grantee will indemnify and hold Grantor harmless from any damages or legal actions caused by Grantee's activities on the easement.
8. This Right-of-Way Grant shall be binding upon the heirs, devisees, successors and assigns of Grantee and Grantor and shall be a covenant running with the land.

BOOK 0271 PAGE 662

9. Notwithstanding anything contained herein to the contrary, Grantee shall have the right, at its option, to install an additional line(s) pursuant to the terms and conditions of this agreement by paying Grantor an additional consideration of \$4.50 per rod.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Right-of-Way Grant this 4th day of March, 1999.

GRANTOR:

Lawrence H. Thompson  
Lawrence H. Thompson

Janice L. Thompson  
Janice L. Thompson

GRANTEE:

DERNICK RESOURCES, INC

By: David D. Dernick  
**David D. Dernick**  
Executive Vice President

STATE of Nebraska

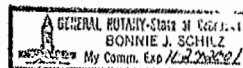
COUNTY of Chevenue ) ss. ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of February March, 1999, personally appeared Lawrence H. Thompson and Janice L. Thompson, husband and wife

to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: 11-27-2001



Bonnie J. Schilz  
Notary Public

STATE of TEXAS

COUNTY of HARRIS ) ss. ACKNOWLEDGMENT-CORPORATE

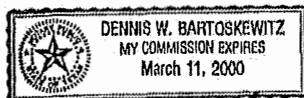
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared DAVID D. DERNICK, AN OFFICER OF DERNICK RESOURCES, INC.

, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its EXECUTIVE VICE - PRESIDENT

and acknowledged to me that he executed the same as HIS free and voluntary act and deed and as the free and voluntary act deed of such corporation by authority of its Board of Directors, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the 14th day of JULY, 1999.

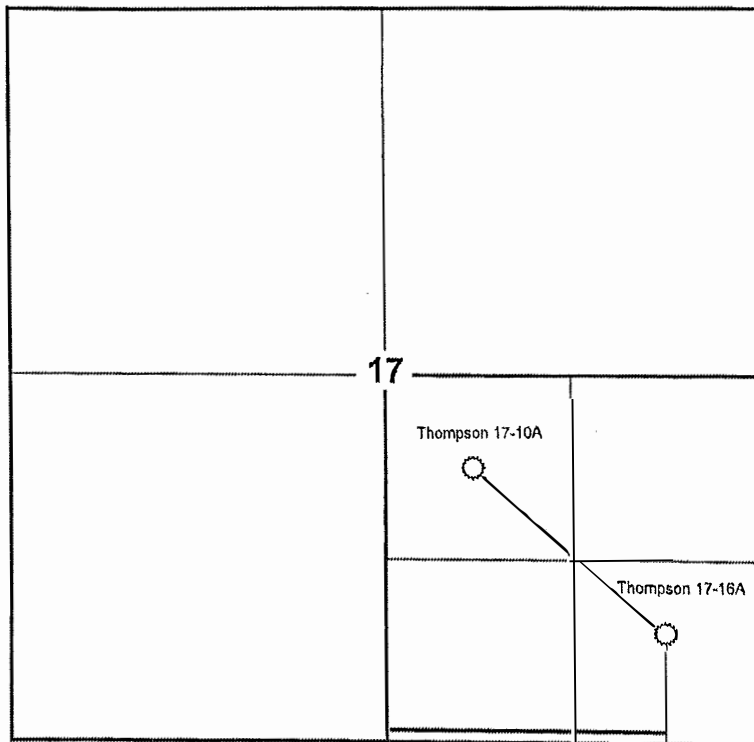
My Commission Expires: 3/11/2000



Dennis W. Bartoszewitz  
Notary Public

Exhibit "A", attached to, and by this reference made a part of that certain Pipeline Right-of-Way Grant, by and between Lawrence H. Thompson and Janice L. Thompson, husband and wife, as "Grantor", and Dernick Resources, Inc., as "Grantee".

Township 16 North, Range 47 West, 6th P.M.



No. 06-1170

RA	F	BP	N	DI	GP
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 STATE OF NEBRASKA }  
 COUNTY OF CHEYENNE } SS  
 Date filed: 08-03-1999 A09:50  
 Time filed: mid  
 Recorded in mid Book 271 Page 661  
 Fee: \$ 15.52 Bar E. Jorgensen CLP  
 Doc: \$ —

Cheyenne County Clerk

Return to

Dernick Resources  
14340 Jonesy Lane Blvd  
Houston TX 77014  
56165

**Chicago Title Insurance Company  
Commitment for Title Insurance**

**SCHEDULE A**

**PARCEL #2--TITLE COMMITMENT**

File No. 2220223

1. Commitment Date: April 19, 2022 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2006)

Amount: \$  
Premium: \$

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

B. ALTA Loan Policy (2006)

Amount: \$  
Premium: \$

Proposed Insured:

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

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

**GERALD D. THOMPSON and JEANETTE THOMPSON, Co-Trustees of the GERALD  
AND JEANETTE THOMPSON FAMILY TRUST, dated March 27, 2018,  
as to an undivided one-third interest;**

**LAWRENCE H. THOMPSON, Trustee of the "LAWRENCE H. THOMPSON TRUST",  
as to an undivided one-sixth interest;**

**JANICE L. THOMPSON, Trustee of the "JANICE L. THOMPSON TRUST",  
as to an undivided one-sixth interest;**

**LARRY G. THOMPSON, as to an undivided one-third interest;**

5. The Land is described as follows:

**A TRACT OF LAND LOCATED IN THE E½ OF SECTION 33, TOWNSHIP 16 NORTH,  
RANGE 47 WEST OF THE 6th P.M. BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 33;  
THENCE WESTERLY, ALONG THE NORTH LINE OF SAID SECTION 33, N89°44'  
44"W A DISTANCE OF 1336.94 FEET; THENCE SOUTHERLY S3°41'33"W A  
DISTANCE OF 3198.77 FEET; THENCE EASTERLY, S89°44'44"E A DISTANCE OF  
1336.94 FEET TO THE EAST LINE OF SAID SECTION 33; THENCE NORTHERLY,  
ALONG SAID EAST LINE OF SAID SECTION 33, N3°41'33"E A DISTANCE OF  
3198.77 FEET TO THE POINT OF BEGINNING.**

**Chicago Title Insurance Company  
Commitment for Title Insurance**

**SCHEDULE B, PART II**

**Exceptions**

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

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

**General Exceptions:**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

**\* Special Exceptions:**

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

7. Taxes for 2022 and subsequent years.
8. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
9. No coverage is provided for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code office of the Secretary of State of the State of Nebraska.
10. 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 are used as security.

**Chicago Title Insurance Company  
Commitment for Title Insurance**

**SCHEDULE B, PART II  
Exceptions**

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

End of Schedule B - Section 2