

SCHEELE FAMILY LAND AUCTION
AMENDMENT TO DUE DILIGENCE PACKET
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Mineral Right clause to be changed as follows:

MINERALS - NON-PARTICIPATING: Saving, excepting, and reserving, however, unto Seller, his heirs, executors, and assigns, an undivided 1/2 interest in and to all owned oil, gas, and other minerals in, on, and under the above described premises, together with the means and ingress and egress for the purpose of exploring for, mining, and producing the same; Providing, However, that such reserved interest shall be non-participating, that is to say, that Buyer(s), their assigns and the heirs and assigns of such survivor, shall have the sole and exclusive right of executing any and all leases relating to said reserved mineral interest and the sole and exclusive right to receive any and all bonuses and rentals derived therefrom, but that in the event of actual production, Seller shall receive their proportionate share of all royalties for a period of fifteen (15) years and so long thereafter as oil, gas, or other minerals are being produced in paying quantities from the property.

Parcel #5A

Military easement referenced in Parcel #5A - Seller did not sign the easement agreement. They decided to let Buyer(s) negotiate the agreement.

Parcels #1, #3, #4, & #5A

In regard to the tenant's crop share agreements on Parcels #1, #3, #4, & #5A, the following is a clarification:

- 1.) 1/3 – 2/3 crop share, Seller shares in cost of fertilizer on same split
- 2.) Rotation:
 - a. Current millet stubble will be fallowed this summer, planted to wheat this fall and harvested in July± 2024.
 - b. Current wheat stubble will be planted to millet this spring 2023 and harvested fall/early winter 2023.
 - c. Current planted wheat to be harvested in July± 2023.
- 3.) Possession: Upon harvest of each of the above stated planted crops.

In extreme cases where there may need to be some herbicide applied, the landlord may share in cost.