

**DUE DILIGENCE PACKET
SCHEELE FAMILY
LAND AUCTION
MAY 4, 2023
PRINTED: April 27, 2023**

SCHEELE FAMILY LAND AUCTION

Kimball County, Nebraska

TO BE SOLD AT

MULTI PARCEL AUCTION with RESERVE

ON

Thursday, May 4, 2023
10:30 am, MT
The Sagebrush
Kimball, 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 & Conditions

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 heirs of Dean and Elaine Scheele are offering their family's farm for sale by auction. This live auction features 1,841.7± acres of dryland, CRP, grass, 1 farmstead with grass and 3 parcels with grain storage near/in Bushnell and Dix, NE. This property has been in the same family for over 100 years and once sold, may never again be publicly offered for sale.

AUCTION PROCEDURE: The "Scheele Family Land Auction" is a land auction with RESERVE. The Scheele property to be offered as a "MULTI PARCEL" Auction in 10 Parcels, 2 Combos, and as a Home Unit. The parcels, combos, and home unit will be offered in the sale order as stated within the brochure. The parcels, combos, and home 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.

TERMS: Upon the conclusion of the auction, the highest bidder(s) will sign a Disclosure of Brokerage Relationships in Real Estate Transactions and will enter into and sign a Farm, Ranch, and 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 for all Parcels except Parcel #2A and 5% of the purchase price for Parcel #2A, 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 in the Due Diligence Packet and oral announcements shall be incorporated and made a part of the Farm, Ranch, and Land Purchase Agreement. Sample Farm, Ranch, and Land Purchase Agreement is available within the Due Diligence Packet.

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 2, 2023. Closing to be conducted by Ferguson Title and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title to Parcels #1- #5B by Warranty Deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record. Title commitments are available for review within the Due Diligence Packet 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 Due Diligence Packet, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereafter auction, and an owner's title insurance policy in an amount equal to the Purchase Price after closing. Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record. Parcels #6, #7, and #8 will be conveyed by Quit Claim Deed with no title insurance.

NOTE: On the title commitments of Parcel #4, #5A, & #5B, there is an exception for a "Memorandum of Wind Farm Option Agreement". These option agreements were dated June 18 & 19, 2008 and were to be for 6 years. Nothing ever came of them, no option or extension payments were made and options are expired. Title company cannot remove unless there is a release from the company and the company is no longer in business.

POSSESSION: Possession of property upon closing except farmland is subject to farm lease for 2023 crop season.

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

WATER RIGHTS: Buyer(s) shall receive whatever interest, if any, Seller has in any water rights appurtenant to the property.

GROWING CROPS: Seller to convey to Buyer(s) landlord share of growing crops. There is no crop insurance on the landlord share of fall seeded crops.

REAL ESTATE TAXES: 2023 Real Estate Taxes due in 2024 to be paid by Buyer(s).

CRP CONTRACTS: Seller to convey all right, title, and interest to the existing CRP contract, to the Buyer(s) as successor in interest. Seller to convey the October 2023 CRP payment. Buyer(s) assumes responsibility of the maintenance of the CRP acres, the obligations of the CRP contract, and agree to enter into new CRP contract within 60 days after the closing. Buyer(s) assumes responsibility of the costs and penalties if Buyer(s) chooses to terminate the existing contract.

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

LEGAL DESCRIPTION: Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. If Parcels #1, #2A, and #2B sell in parcels and/or combos and a survey is required to create a metes and bounds legal description, Seller to provide and pay for said survey. Seller & Buyer(s) agree that closing may be extended up to 30 days if necessary to complete said survey.

MINERALS: Seller to convey all OWNED mineral rights 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 Color Brochure, Due Diligence Packet, and visual presentation at the auction are approximate and are obtained from the FSA office and/or county tax records. Both sources 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.

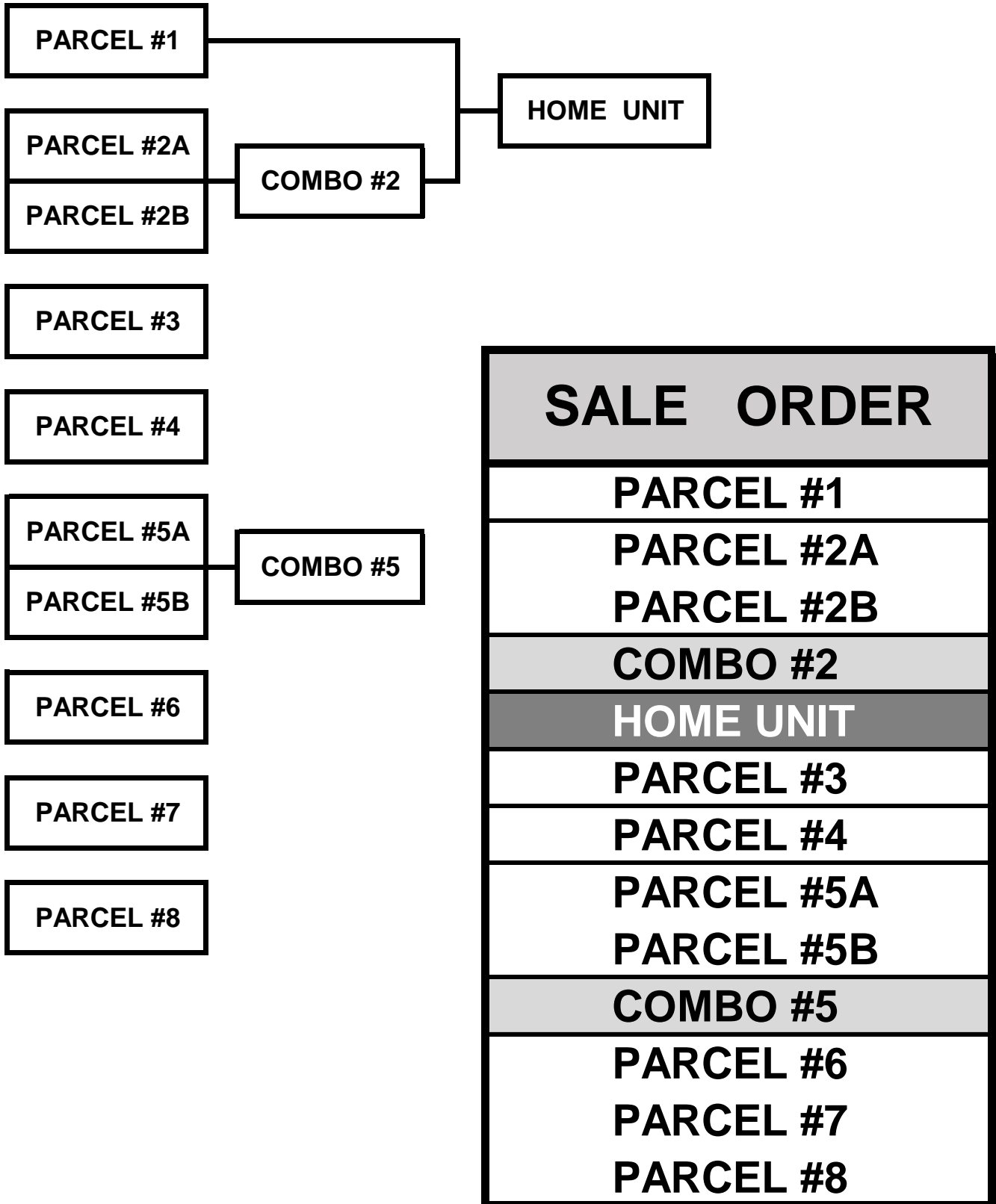
MULTIPLE PARTY BID MULTIPLE PARTY BID: If several parties go together and collectively bid on parcel(s) and the Multiple Party Bid is the highest bid, at the conclusion of the auction each party within the Multiple Party Bid shall identify and agree to sign separate contract(s), pay for their respective 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.

BIDDER REQUIREMENTS: To register to bid, Buyer(s), prior to the auction, must review and accept the Due Diligence Packet with the full auction terms and conditions, property descriptions, pertinent information, title commitments, and sample contracts. Due Diligence Packet may be obtained by visiting auction property page at reckagri.com, or by calling Reck Agri Realty & Auction. Bidding via cell phone, internet, and/or bidding on someone's behalf, must be approved by Reck Agri Realty & Auction 24 hours prior to auction.

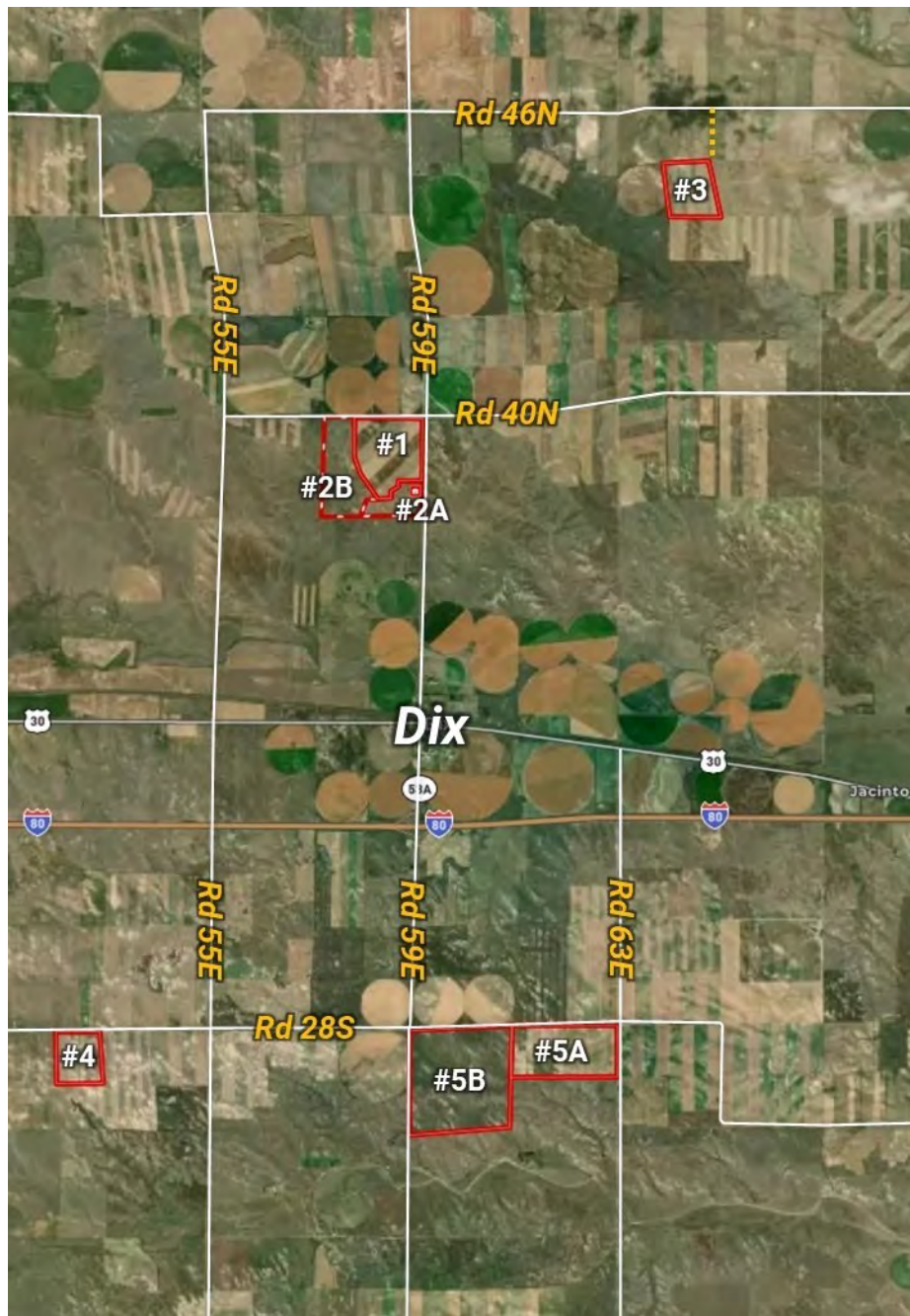
ANNOUNCEMENTS: The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for general location purposes only. 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 does not offer broker participation for the "SCHEELE FAMILY LAND AUCTION". Reck Agri Realty & Auction reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments are at the discretion of the Broker.

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Auction Bracket & Sale Order



Location Map

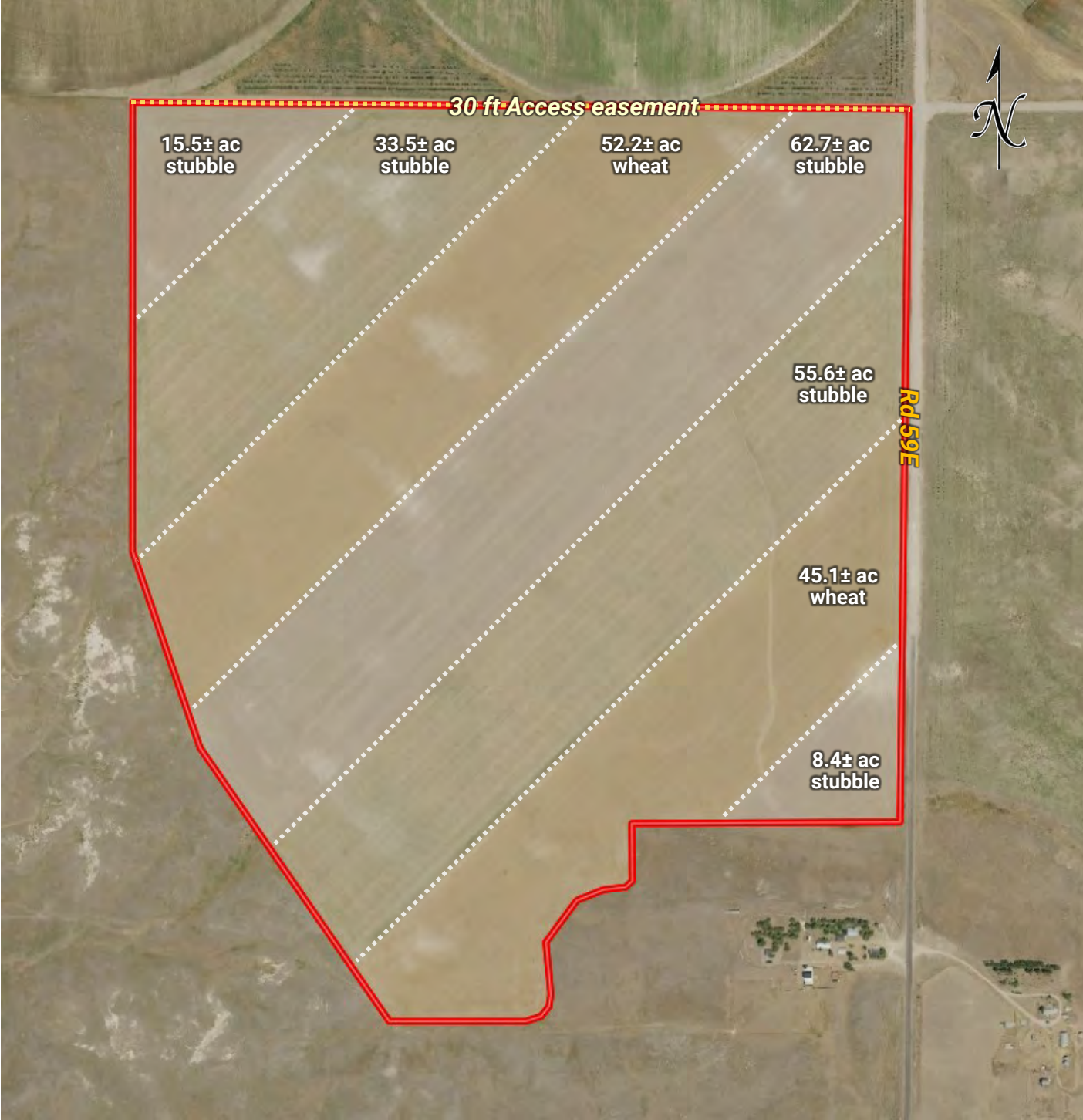


Location Maps



**Parcel
#1**

Parcel Map



Parcel Information



Legal Description:

Part of Section 15, Township 15 North, Range 54 West of the 6th PM, Kimball County, NE.
See Pages 64-68 for legal description, title commitment, and title exceptions.

Acreage:

273.0± Ac Dryland

Land Tenure:

See Soils Map on Page 32.

Taxes:

Estimated 2022 real estate taxes payable in 2023 are: \$1,296.

FSA Information:

FSA bases: 156.7 ac wheat w/ 39 bu PLC yield.

Comments:

97.3± ac in growing wheat. 175.7± ac stubble. There are some grassed terraces situated within the dry farmland area.

If Parcel #1 and Parcel #2B sell separately, a 30 ft access easement is to be reserved along the north property line for access into Parcel #2B.

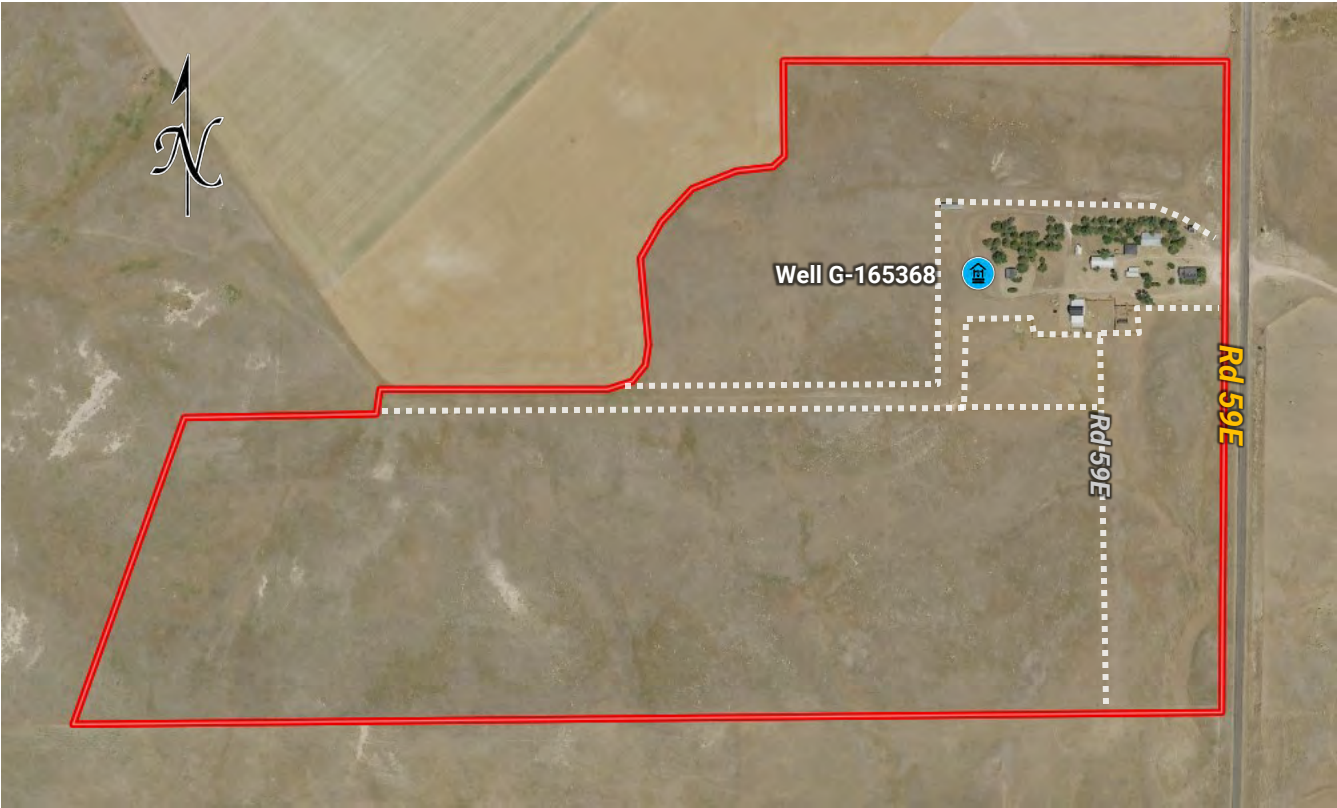
See pages 98-101 for copy of the county assessor card.

Bids:



**Parcel
#2A**

Parcel Map



Parcel Information

**Parcel
#2A**

Legal Description:

3828 Road 59E, Dix, NE, Kimball County, NE.

See Pages 64-68 for legal description, title commitment, and title exceptions.

Acreage:

87.0± Ac Grass

Taxes:

Estimated 2022 real estate taxes payable in 2023 are: \$1,668.

Improvements:

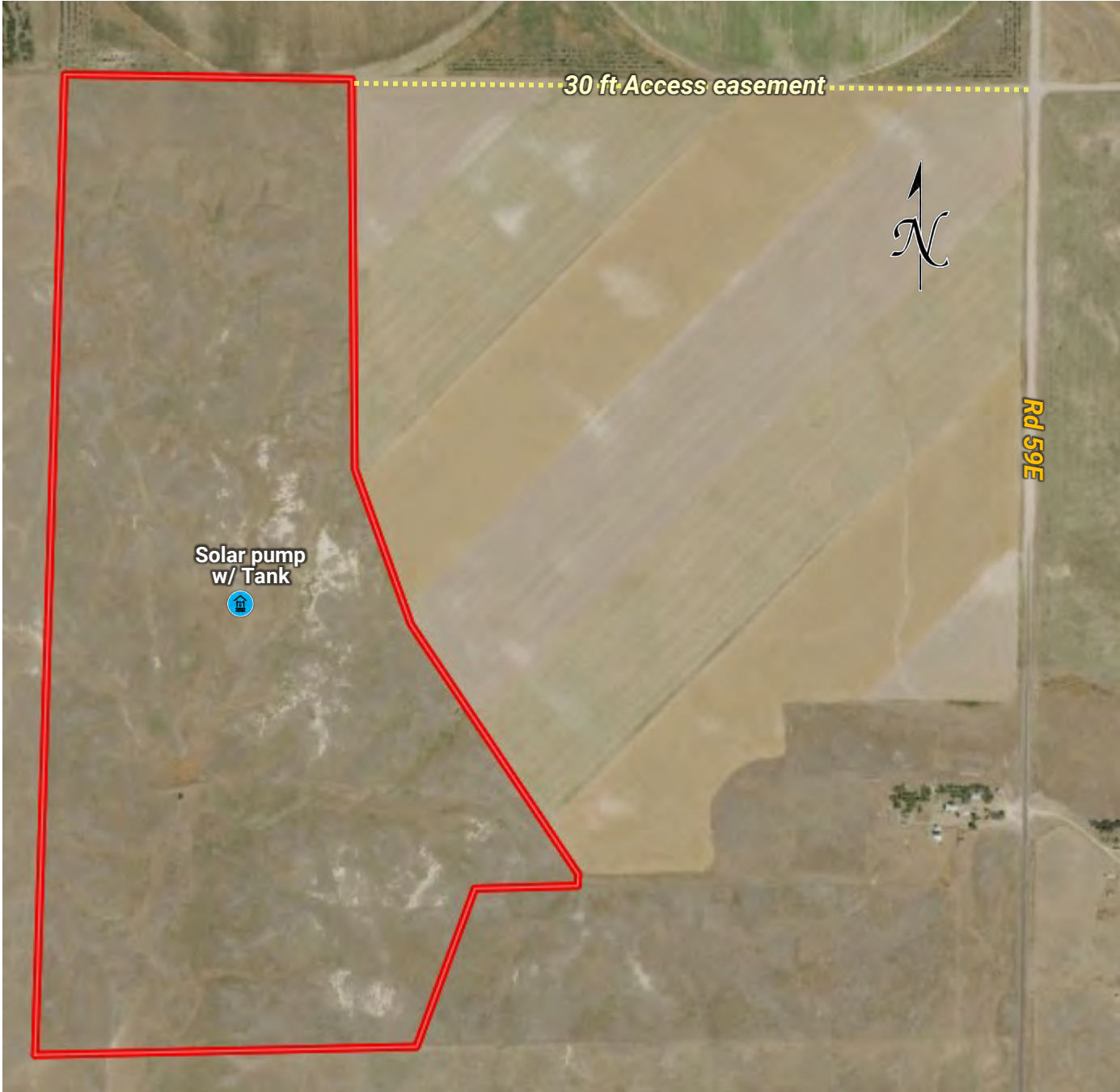
2 bedroom/1 bath (1,084± sq ft) home built in 1922. Livestock barn, Quonset, Garage, and other outbuildings. Domestic well, Well Permit #G-165368 and septic. See Pages 39-43 for copy of well permit. See Pages 44-48 for copies of Seller's Property Disclosure and Lead-Based Paint Disclosure. Home has not been lived in for 35 years. Last time the owners turned the water, there were leaks and they immediately turned off the water. The roof on home was redone in August of 2020. New plywood sheathing was installed with new 30 year shingles.

Bids:



**Parcel
#2B**

Parcel Map



Parcel Information



**Parcel
#2B**

Legal Description:

Part of Section 15, Township 15 North, Range 54 West of the 6th PM, Kimball County, NE.
See Pages 64-68 for legal description, title commitment, and title exceptions.

Acreage:

222.0± Ac Grass

Taxes:

Estimated 2022 real estate taxes payable in 2023 are: \$1,036.

Comments:

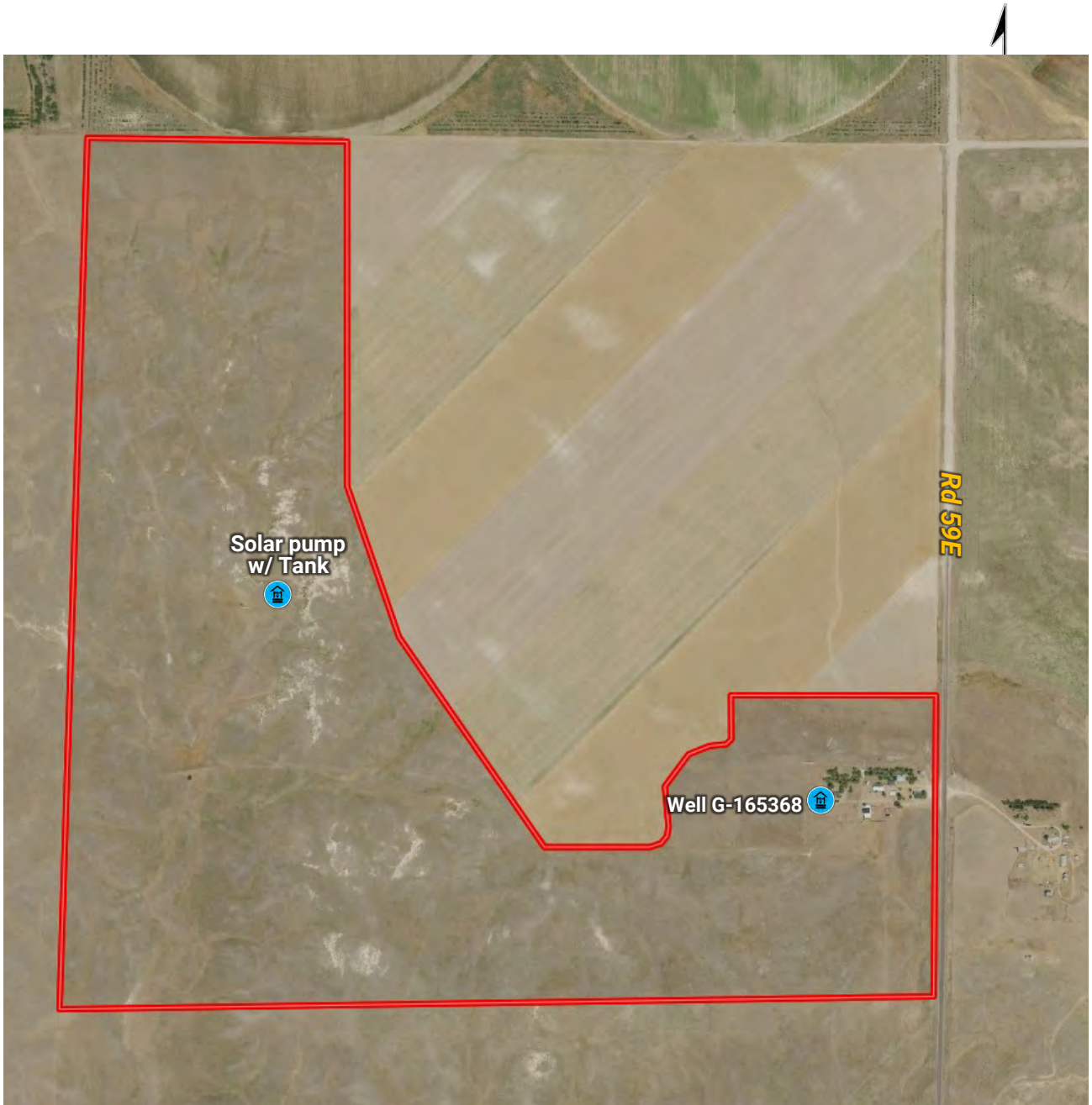
Perimeter fenced; solar pump with tank. Unregistered Well. If Parcel #1 and Parcel #2B sell separately, a 30 ft access easement is to be reserved along the north property line of Parcel #1 for access into Parcel #2B.

Bids:



**Combo
#2**

Combo #2 Map



Combo Information

**Combo
#2**

Legal Description:

See Parcels #2A & #2B

Acreage:

309.0± Ac Grass

Taxes:

Estimated 2022 real estate taxes payable in 2023 are: \$2,704

Improvements:

See Parcel #2A.

Comments:

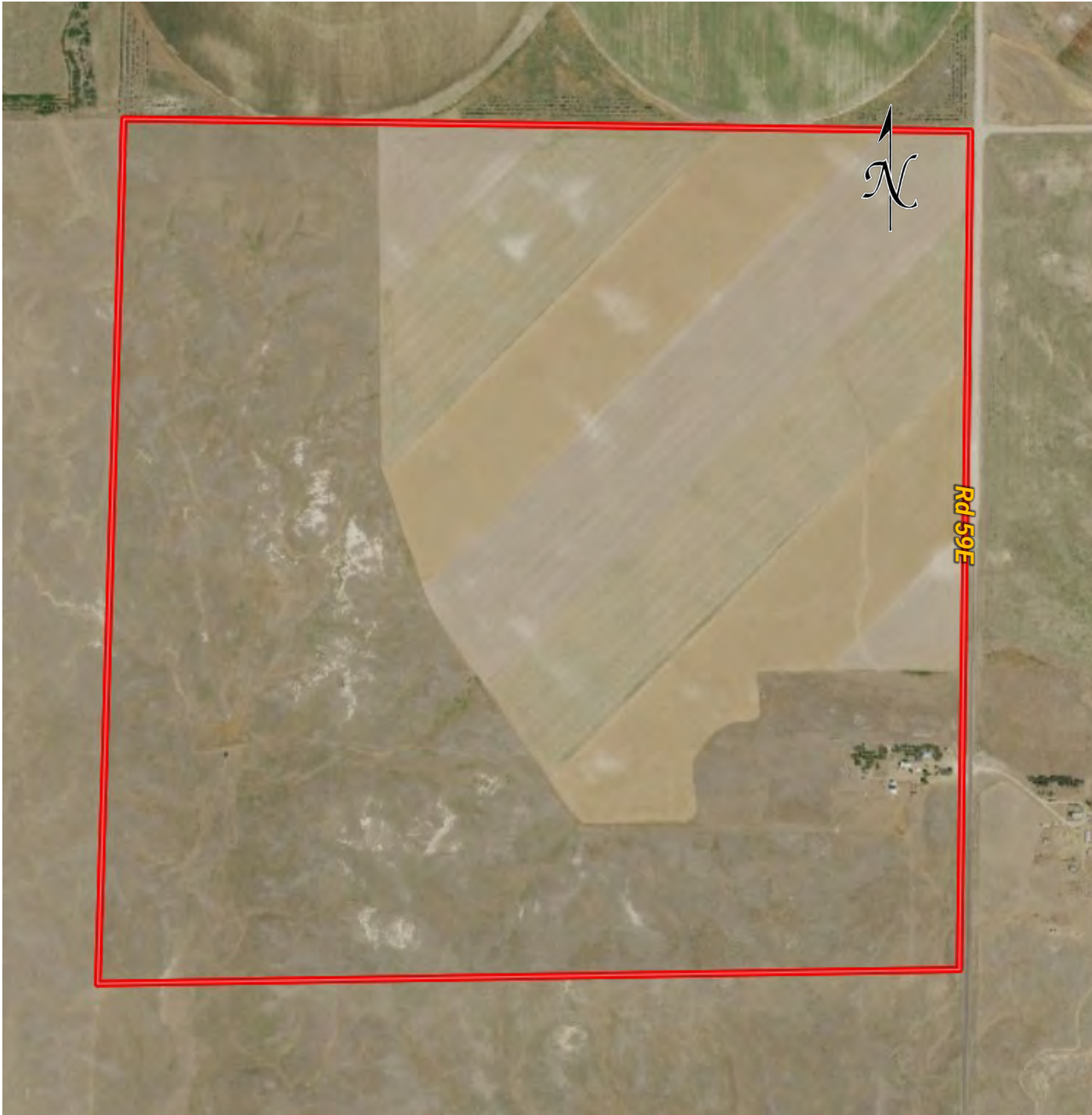
See Parcel #2B.

Bids:





Home Unit Map



Home Unit Information



Legal Description:

See Parcels #1, #2A, & #2B.

Acreage:

273.0± Ac Dryland

309.0± Ac Grass

582.0± TOTAL

Land Tenure:

See Parcel #1.

Taxes:

2022 real estate taxes payable in 2023 are: \$4,000.

FSA Information:

FSA bases: 156.7 ac wheat w/ 39 bu PLC yield.

Improvements:

See Parcel #2A.

Comments:

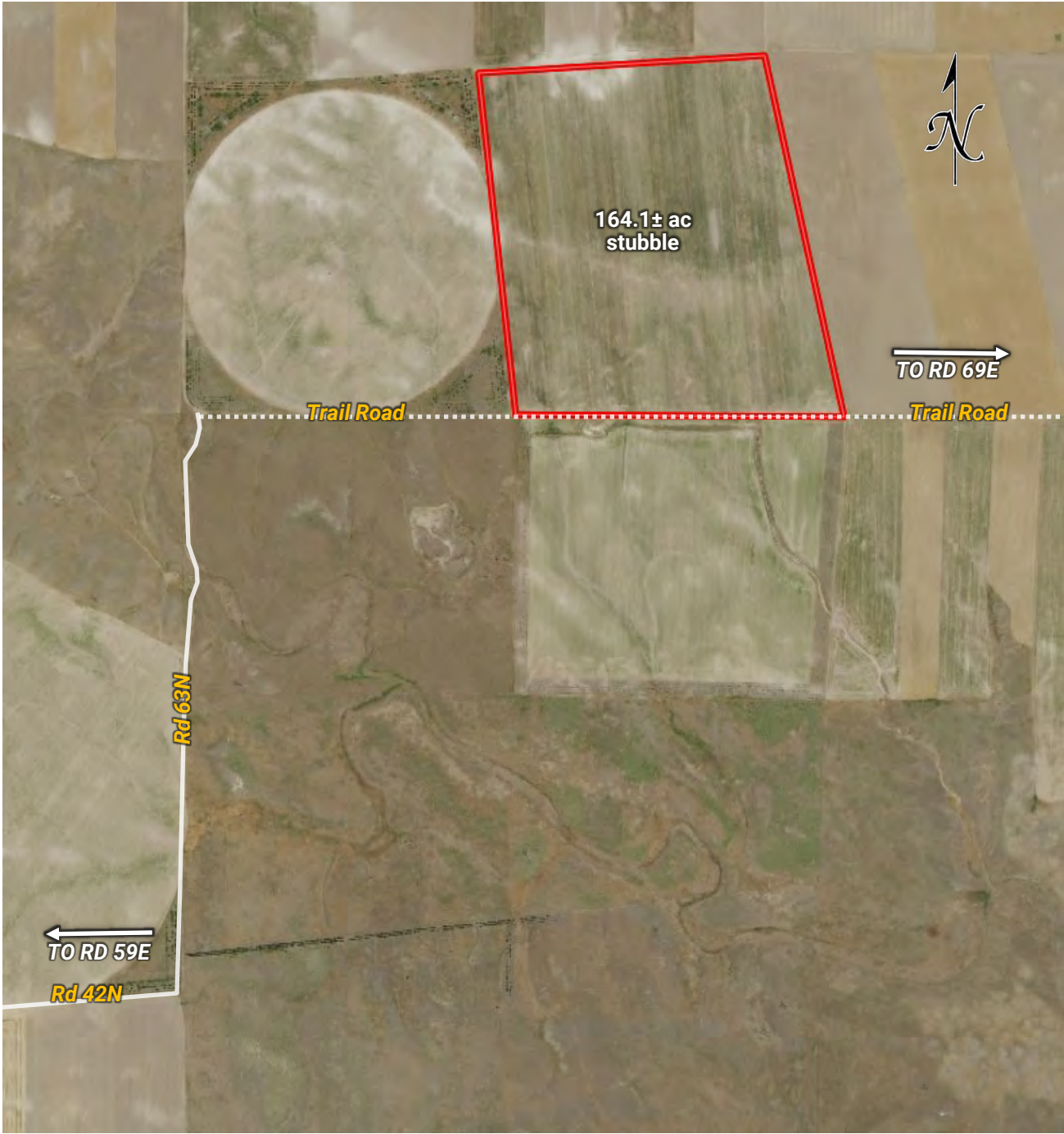
See Parcels #1, #2A, & #2B.

Bids:



**Parcel
#3**

Parcel Map



Parcel Information

**Parcel
#3**

Legal Description:

SE1/4 of Section 31, Township 16 North, Range 53 West of the 6th PM, Kimball County, NE.
See Pages 69-71 for legal description, title commitment, and title exceptions.

Acreage:

164.1± Ac Dryland

Land Tenure:

See Soils Map on Page 33.

Taxes:

2022 real estate taxes payable in 2023 are: \$1,003.

FSA Information:

FSA bases: 81.9 ac wheat w/ 30 bu PLC yield, 11.4 ac barley w/ 37 bu PLC yield.

Comments:

164.1± ac stubble.

Bids:



**Parcel
#4**

Parcel Map



Parcel Information

**Parcel
#4**

Legal Description:

NE1/4 of Section 18, Township 14 North, Range 54 West of the 6th PM, Kimball County, NE.
See Pages 72-78 for legal description, title commitment, and title exceptions.

Acreage:

140.4± Ac Dryland

Land Tenure:

See Soils Map on Page 34.

Taxes:

2022 real estate taxes payable in 2023 are: \$774.

FSA Information:

FSA bases: 70.4 ac wheat w/ 30 bu PLC yield, 9.8 ac barley w/ 37 bu PLC yield.

Comments:

46.0± ac planted to wheat; 94.4± ac stubble.

Bids:



**Parcel
#5A**

Parcel Map



Parcel Information

**Parcel
#5A**

Legal Description:

N1/2 of Section 13, Township 14 North, Range 54 West of the 6th PM, Kimball County, NE.
See Pages 79-87 for legal description, title commitment, and title exceptions.

Acreage:

261.8± Ac Dryland
62.4± Ac CRP
3.4± Ac Grass/Rds
<hr/>
327.6± TOTAL

Land Tenure:

See Soils Map of farmland on Page 35.

Taxes:

2022 real estate taxes payable in 2023 are: \$1,492.

FSA Information:

FSA bases: 163.6 ac wheat w/ 30 bu PLC yield, 22.7 ac barley w/ 37 bu PLC yield.
62.38 ac CRP Contract #11588A @ \$17.53/ac, annual payment \$1,094.00, expiring September 30, 2030. See Page 37 for copy of the CRP contract.

Comments:

78.2± ac planted to wheat. 183.6± ac in stubble. See Pages 49-54 for copy of ICBM Utility Corridor Easement. Buyer(s) to be credited payment for this easement.

Bids:



**Parcel
#5B**

Parcel Map



Parcel Information



Legal Description:

All of Section 14, Township 14 North, Range 54 West of the 6th PM, Kimball County, NE.
See Pages 88-95 for legal description, title commitment, and title exceptions.

Acreage:

606.1± Ac CRP
20.9± Ac Grass/Rds
<hr/>
627.0± TOTAL

Land Tenure:

Soils consists primarily of Class III & IV. See Soils Map on Page 36.

Taxes:

2022 real estate taxes payable in 2023 are: \$3,012.

FSA Information:

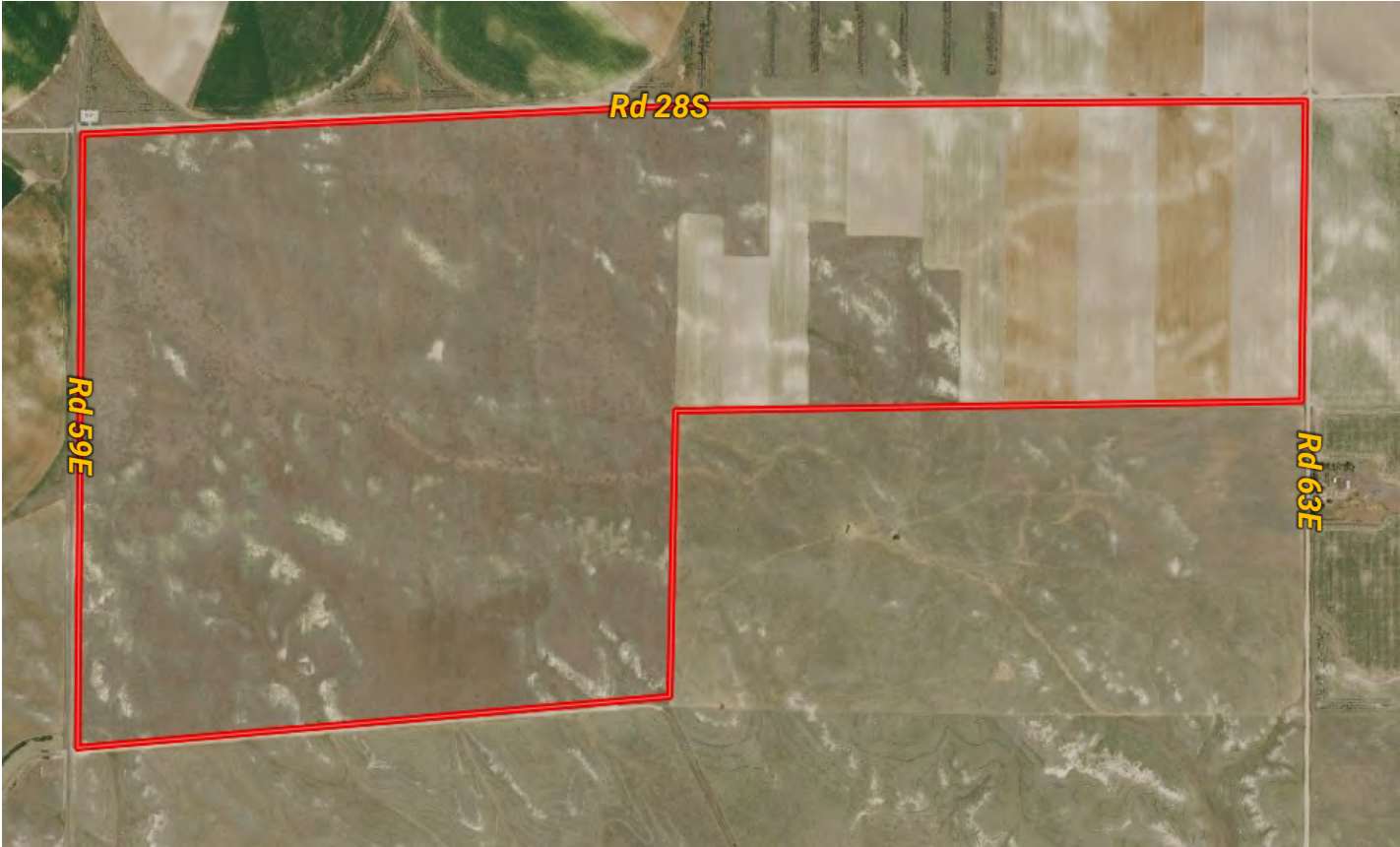
606.09 ac CRP Contract #11589A, \$21.64/ac, annual payment of \$13,116.00. Contract expires September 30, 2030. See page 38 for copy of the CRP contract.

Bids:



**Combo
#5**

Combo Map



Combo Information

**Combo
#5**

Legal Description:

See Parcels #5A & #5B.

Acreage:

261.8± Ac Dryland
668.5± Ac CRP
24.3± Ac Grass/Rds

954.6± TOTAL

Land Tenure:

See Parcels #5A & #5B.

Taxes:

2022 real estate taxes payable in 2023 are: \$4,504.

FSA Information:

See Parcel #5A.

Comments:

See Parcel #5A.

Bids:



**Parcel
#6**

Parcel Map



Parcel Information

**Parcel
#6**

Legal Description:

Lot 3, Bourlier Addition to the Village of Dix, Kimball County, NE.

Acreage:

.26± Ac City Lot

Taxes:

2022 real estate taxes payable in 2023 are: \$86.

Comments:

13,500± bu capacity, 2 bins. See pages 102-103 for copy of county assessor card.

Bids:



**Parcel
#7**

Parcel Map



Parcel Information

**Parcel
#7**

Legal Description:

Lot 7, Kimball County Grain Coop Addition located in the E1/2SE1/4SE1/4 of Section 27, Township 15 North, Range 54 West of the 6th PM, Kimball County, Nebraska, EXCEPT the West 30 feet of the North 33 feet of Lot 7.

Acreage:

.15± Ac City Lot

Taxes:

2022 real estate taxes payable in 2023 are: \$28.

Comments:

15,500± bu capacity, 6 bins. See pages 104-105 for copy of county assessor card.

Bids:



**Parcel
#8**

Parcel Map



Parcel Information

**Parcel
#8**

Legal Description:

Lot 4, Young's Subdivision to the Village of Bushnell, Kimball County, NE.

Acreage:

.25± Ac City Lot

Taxes:

2022 real estate taxes payable in 2023 are: \$124.

Comments:

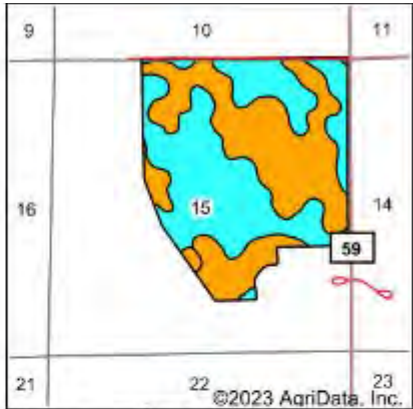
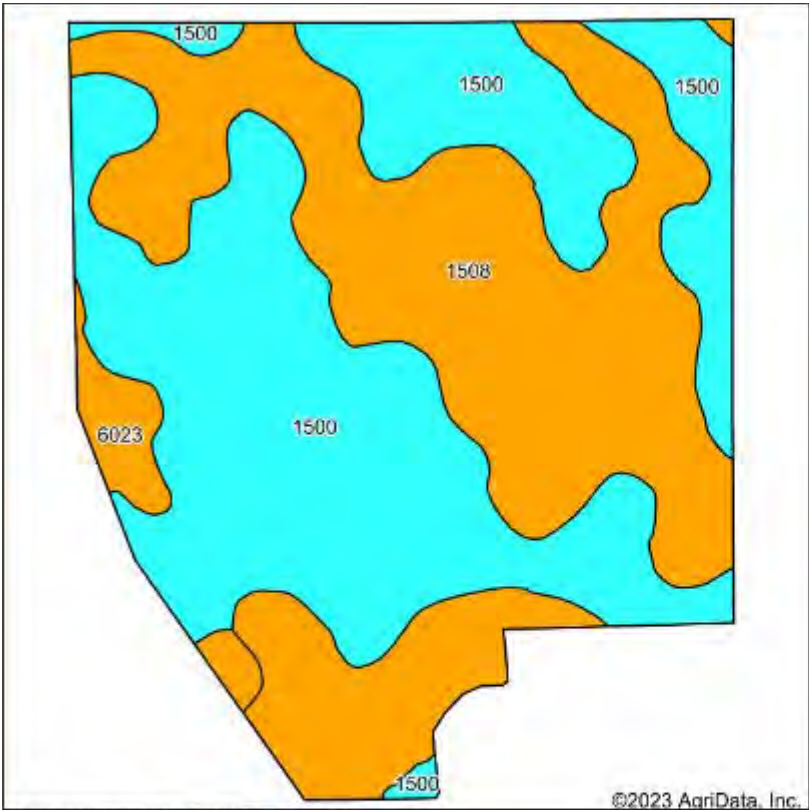
10,250± bu capacity, 4 bins. See pages 106-107 for copy of county assessor cards.

Bids:



Parcel #1

Soils Map



State: **Nebraska**
 County: **Kimball**
 Location: **15-15N-54W**
 Township: **Dix**
 Acres: **272.99**
 Date: **4/27/2023**



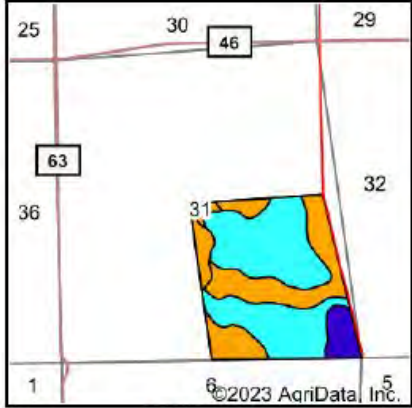
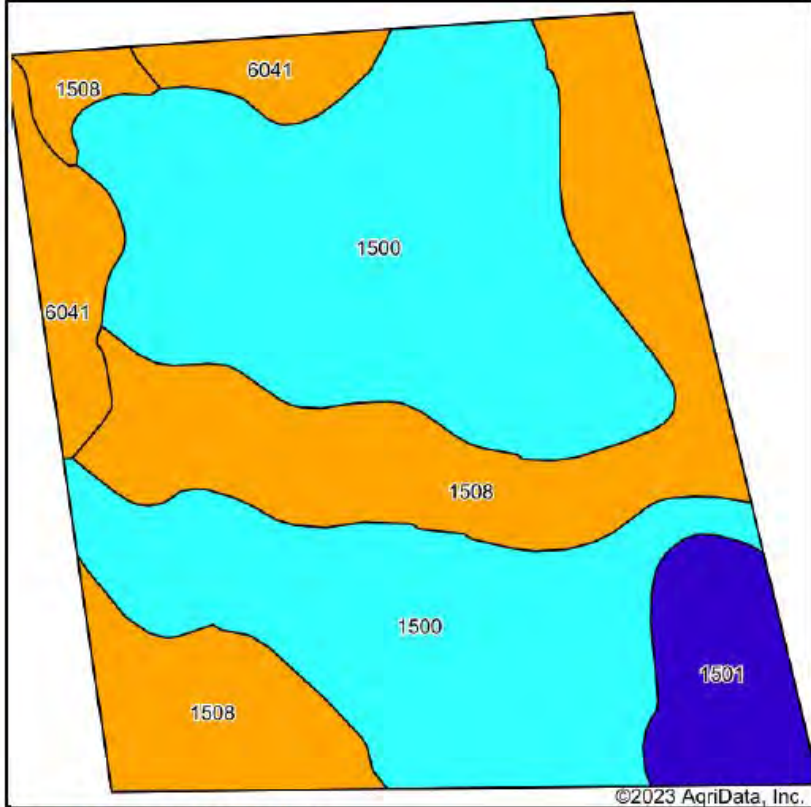
Soils data provided by USDA and NRCS.

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Area Symbol: NE105, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
1500	Altvan fine sandy loam, 1 to 3 percent slopes	141.12	51.7%		IIIe
1508	Altvan-Eckley complex, 3 to 9 percent slopes	123.53	45.3%		Ve
6023	Tassel and Dix and Altvan soils, 9 to 30 percent slopes	8.34	3.1%		VIc
Weighted Average					4.00

Soils Map



State: **Nebraska**
 County: **Kimball**
 Location: **31-16N-53W**
 Township: **Dix**
 Acres: **160.76**
 Date: **4/18/2023**

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

Area Symbol: NE105, Soil Area Version: 22

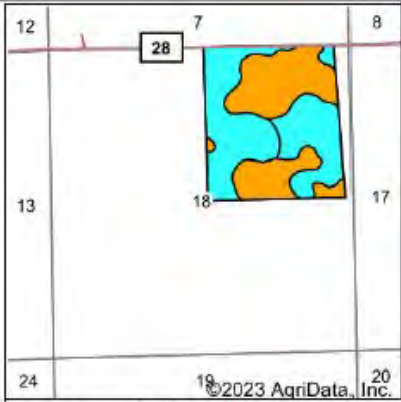
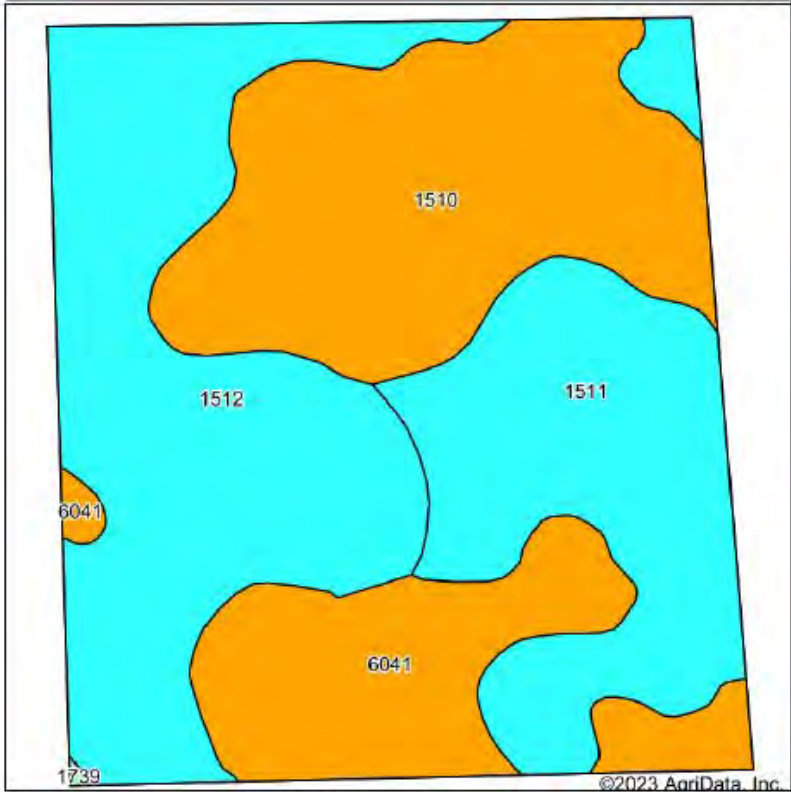
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
1500	Altvan fine sandy loam, 1 to 3 percent slopes	90.19	56.1%		IIIe
1508	Altvan-Eckley complex, 3 to 9 percent slopes	48.66	30.3%		Ve
6041	Tassel-Blanche sandy loams, 3 to 9 percent slopes	11.28	7.0%		VIe
1501	Altvan loam, 0 to 1 percent slopes	10.63	6.6%		IIc
Weighted Average					3.75

Soils data provided by USDA and NRCS.



Parcel #4

Soils Map



State: **Nebraska**
 County: **Kimball**
 Location: **18-14N-54W**
 Township: **Dix**
 Acres: **140.64**
 Date: **4/18/2023**

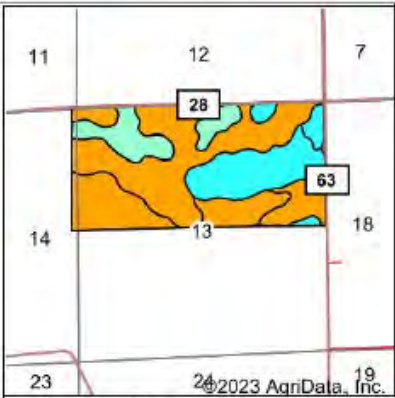
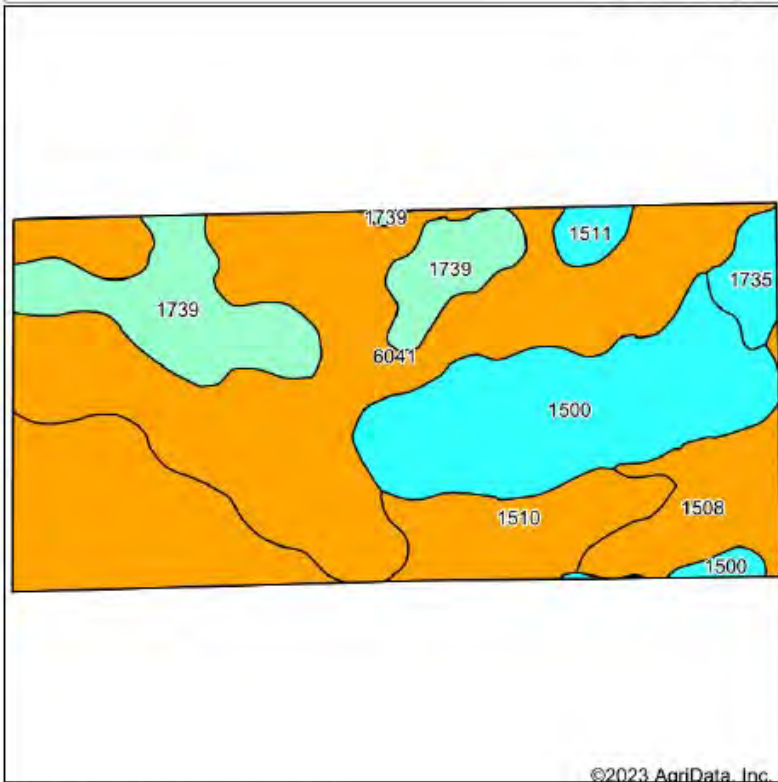


Soils data provided by USDA and NRCS.

Area Symbol: NE105, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
1512	Altvan-Satanta loams, 0 to 1 percent slopes	46.22	32.9%		IIIc
1510	Altvan-Eckley-Tassel complex, 3 to 9 percent slopes	38.24	27.2%		Ve
1511	Altvan-Satanta fine sandy loams, 1 to 3 percent slopes	33.28	23.7%		IIIe
6041	Tassel-Blanche sandy loams, 3 to 9 percent slopes	22.80	16.2%		VIe
1739	Rosebud-Canyon loams, 1 to 3 percent slopes	0.10	0.1%		IVe
Weighted Average					4.03

Soils Map



State: **Nebraska**
 County: **Kimball**
 Location: **13-14N-54W**
 Township: **Dix**
 Acres: **327.78**
 Date: **4/18/2023**



Soils data provided by USDA and NRCS.

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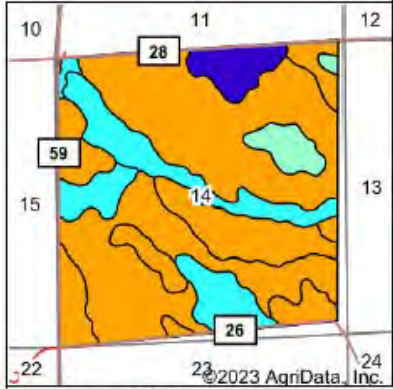
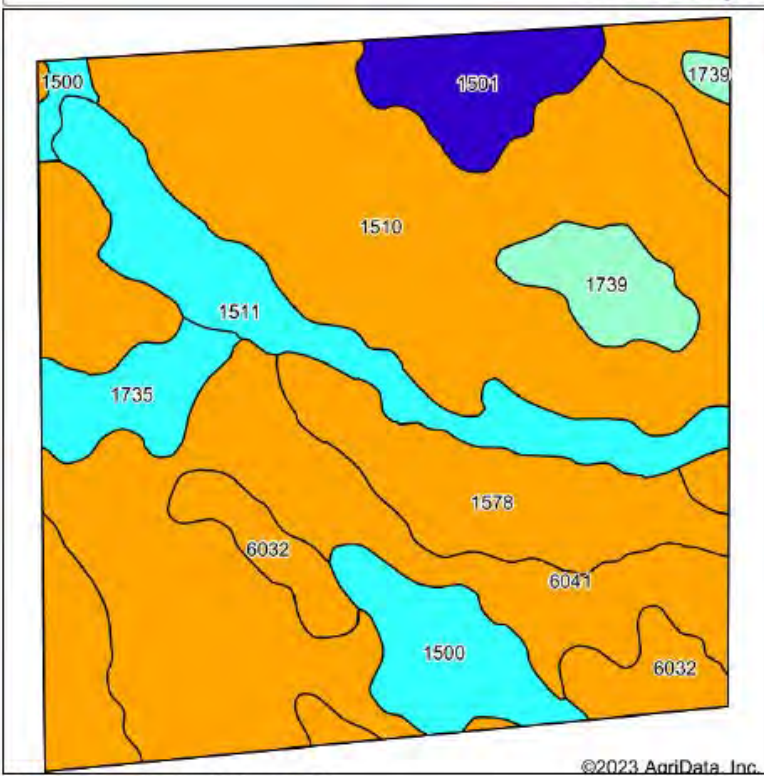
Area Symbol: NE105, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
6041	Tassel-Blanche sandy loams, 3 to 9 percent slopes	126.30	38.5%		Vle
1510	Altvan-Eckley-Tassel complex, 3 to 9 percent slopes	65.52	20.0%		Ve
1500	Altvan fine sandy loam, 1 to 3 percent slopes	60.81	18.6%		IIIe
1739	Rosebud-Canyon loams, 1 to 3 percent slopes	40.96	12.5%		IVe
1508	Altvan-Eckley complex, 3 to 9 percent slopes	22.66	6.9%		Ve
1735	Rosebud-Blanche complex, 1 to 3 percent slopes	7.31	2.2%		IIIe
1511	Altvan-Satanta fine sandy loams, 1 to 3 percent slopes	4.22	1.3%		IIIe
Weighted Average					4.82



Soils Map

**Parcel
#5B**



State: **Nebraska**
 County: **Kimball**
 Location: **14-14N-54W**
 Township: **Dix**
 Acres: **627.38**
 Date: **4/18/2023**



Soils data provided by USDA and NRCS.

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Area Symbol: NE105, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
1510	Altvan-Eckley-Tassel complex, 3 to 9 percent slopes	206.84	33.0%		Ve
6041	Tassel-Blanche sandy loams, 3 to 9 percent slopes	154.19	24.6%		VIe
1511	Altvan-Satanta fine sandy loams, 1 to 3 percent slopes	55.78	8.9%		IIIe
1578	Eckley and Altvan soils, 9 to 50 percent slopes	52.85	8.4%		VIIs
6032	Tassel-Blanche complex, 9 to 30 percent slopes	51.83	8.3%		VIIs
1500	Altvan fine sandy loam, 1 to 3 percent slopes	34.62	5.5%		IIIe
1501	Altvan loam, 0 to 1 percent slopes	27.95	4.5%		IIc
1739	Rosebud-Canyon loams, 1 to 3 percent slopes	22.66	3.6%		IVe
1735	Rosebud-Blanche complex, 1 to 3 percent slopes	20.66	3.3%		IIIe
Weighted Average					4.89



CRP Contract #11588A



CRP-1 (07-06-20)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation			1. ST. & CO. CODE & ADMIN. LOCATION 31 105		2. SIGN-UP NUMBER 54				
CONSERVATION RESERVE PROGRAM CONTRACT					3. CONTRACT NUMBER 11588A		4. ACRES FOR ENROLLMENT 62.38				
					5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) KIMBALL COUNTY FARM SERVICE AGENCY 311 E 2ND ST STE B KIMBALL, NE69145-1205		6. TRACT NUMBER 1043		7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10-01-2020 09-30-2030		
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (308) 235-2822					8. SIGNUP TYPE: General						
THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.											
9A. Rental Rate Per Acre \$ 17.53			10. Identification of CRP Land (See Page 2 for additional space)								
9B. Annual Contract Payment \$ 1,094.00			A. Tract No.		B. Field No.		C. Practice No.		D. Acres		E. Total Estimated Cost-Share
9C. First Year Payment \$			1043		0017		CP1		20.43		\$ 0.00
(Item 9C is applicable only when the first year payment is prorated.)			1043		0025		CP1		41.95		\$ 0.00
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)											
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) DEANNA J BIESSECKER 17464 COUNTY ROAD 36 JULESBURG, CO80737-9709		(2) SHARE 50.00 %	(3) SIGNATURE (By)			(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY			(5) DATE (MM-DD-YYYY)		
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) LONNIE L SCHEELE 32134 PLACER BELLAIR THERMOCULA, CA92591-4964		(2) SHARE 50.00 %	(3) SIGNATURE (By)			(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY			(5) DATE (MM-DD-YYYY)		
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE %	(3) SIGNATURE (By)			(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY			(5) DATE (MM-DD-YYYY)		
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE							B. DATE (MM-DD-YYYY)		

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (16 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



CRP Contract #11589A



CRP-1 U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT		1. ST. & CO. CODE & ADMIN. LOCATION 31 105		2. SIGN-UP NUMBER 54	
		3. CONTRACT NUMBER 11589A		4. ACRES FOR ENROLLMENT 606.09	
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) KIMBALL COUNTY FARM SERVICE AGENCY 311 E 2ND ST STE B KIMBALL, NE69145-1205		6. TRACT NUMBER 1046	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2020 TO: (MM-DD-YYYY) 09-30-2030		
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (308) 235-2822		8. SIGNUP TYPE: General			
THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.					
9A. Rental Rate Per Acre \$ 21.64		10. Identification of CRP Land (See Page 2 for additional space)			
9B. Annual Contract Payment \$ 13,116.00		A. Tract No.	B. Field No.	C. Practice No.	D. Acres
9C. First Year Payment \$		1046	0017	CP1	606.09
(Item 9C is applicable only when the first year payment is prorated.)					
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)					
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) DEANNA J BIESECKER 17464 COUNTY ROAD 36 JULESBURG, CO80737-9709		(2) SHARE 50.00 %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) LORRIE L SCHIBLE 32194 PLACER BELAIR TSMECULA, CA92591-4964		(2) SHARE 50.00 %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE			B. DATE (MM-DD-YYYY)
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3901 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.					
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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



Well Permit #G-165368



Well Registration or Area Permit		Fee Paid: \$70.00 HHSS Fee: \$30.00
		DNR Cash Fund: \$18.50 WWDF: 21.50
		Billing ID: 37373
Source: <u>Nebaska On Line</u>	Import Status: <u>Accounted</u>	Use: <u>Domestic</u> Owner ID: <u>122635</u>
Import ID: <u>13556069681951</u>	Status: <u>Suspense (Replacement well, original well not yet abandoned)</u>	Decommission Date: <u>---</u> Registration Number: <u>G-165368</u>
Well ID: <u>221863</u>	NRD: <u>South Platte</u>	Registration Date: <u>12/19/2012</u>
Last Change User: <u>hparks</u>	Call Up Code: <u>---</u>	Last Change Date: <u>12/19/2012</u>

Owner:

ContactID	Type	Seq Num	Begin Date	End Date	Name
<input type="button" value="Display"/>	122635	Owner 1	12/19/2012		Schaele, Elaine

Contractor:

Certificate ID	FirstName	LastName	
<input type="button" value="Display"/>	39359	Michael D	Brown

Drilling Firm:

EmployerID	Employer
<input type="button" value="Display"/>	158836 B & B Water Well Service, Inc.

- A. Well Location: NE1/4SE1/4 of Section 15
 Township 15 North, Range 54 (West E/W), Kimball County
- B. Natural Resource District: South Platte
- | Well GPS Coordinates: | Latitude | Longitude |
|-----------------------|-----------------------|-------------------------|
| | <u>41° 16' 05.80"</u> | <u>-103° 29' 29.40"</u> |
- Lat/Long DD 41.26828 -103.49150 GPS Required
- C. The well is: 1378 feet from the S Section line and 636 feet from the E section line.
- D. Street address or block, lot and subdivision: Addr/Sub Div --- Block No --- Lot ---
- E. Location of water use, if applicable (give legal description): same
- G. Well reference letter(s) if applicable: ---

Well In A Series
 Well Part of a Series with Site Plan: No

Series #	of Wells	Reg Total	# Wells	Acres	Acres	Cert	NRD	Appr	StartDate	EndDate	Comment	Series	Reg Num	(External Source)	Code	Description	Wells in the Series	
<u>220714</u>			No	No		No	No		10/9/2012						PRO Single Project			WellID RegCD StartDate EndDate
																		<u>221863</u> <u>G-165368</u> <u>10/9/2012</u>

Permits

	Aprvd Date(s)		Aprvd Date(s)
Area Permit	<u>---</u>	SWater App Code	<u>---</u>
GeoPermit	<u>---</u>	Industrial	<u>---</u>
MWF	<u>---</u>	Transfer	<u>---</u>
WSP	<u>---</u>	Swater Conduct Code	<u>---</u>
HHSS	<u>---</u>	Other	<u>---</u>
HHSS PWS ID	<u>---</u>	ITN	<u>---</u>
NDEQ	<u>---</u>		

5. Purpose of Well Domestic
 Other Use ---
 Notes: ---

7. Replacement well information. Well Considered a replacement by NRD(WellID, RegCD)
- A. Is this well a Replacement well? Yes Repl No 1 NRD Approval Date --- Well Replacement Reg CD ---
- B. Registration number of abandoned well: --- If not registered, date abandoned well was constructed ---
- C. Abandoned well last operated 10/1/2012 D. Replacement well is 15 feet from abandoned well.
- E. Original well pump column size: --- inches.
- F. Original water well decommissioned 10/10/2012
- I hereby certify that the original water well will be decommissioned within 180 days after such construction of the replacement water well.
- 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.
- 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: same

Decommission Information

Decommission Date: ___ By

B. 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.

CertificateID	FirstName	LastName	Employer
39359	Michael D	Brown	B & B Water Well Service, Inc.

C. Pumping Rate 10 gallons per minute. D. Pumping water level 221 feet.
 E. Drop pipe diameter 1.25 inches. F. Length of pipe 234 in feet.
 G. Pump equipment installed: 10/10/2012 H. Pump Brand/Type goulds
 I. This well will be used to pump less than 50 gpm? Yes

9. Well Construction Information

A. Total well depth: 310 feet. B. Static water level 195 feet.
 C. Well Construction began: 10/9/2012 D. Well Construction Completed: 10/9/2012
 E. Bore hole diameter in inches. Top 8.5 Bottom 8.5
 F. Casing and Screen Joints are: glued Other Joints description: ___
 H. Total Estimate Capacity of Well 25 gallons per minute. I. Pumping water level at capacity: 251 feet.

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

Record Count = 2

WellID	FromDepth*	ToDepth*	Casing/Screen	InsideDiam	OutsideDiam	CasingThickness	ScreenSlotSize	Material	ScreenName
2218630	230		casing	4	4.5	0.237	0	pvc	eagle
221863230	310		screen	4	4.5	0.237	0.022	pvc	eagle

* 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
2218636	16		grout	bentonite		4 bags bentonite chips
22186316	131		grout	drill cuttings		1900 # drill cuttings
221863131	310		gravel	washed gravel	2950# 1/16-1/8 gravel	

* are in Feet, all else is in inches

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)

12. Well Geologic Materials Logged

WellID	FromDepth*	ToDepth*	Type	Hardness	Color	Other/Drilling Action
2218630	1		Top Soil	Loose	Brown	
2218631	4		Clay	Dense/Stiff	Brown	
2218634	19		Sand med-coarse	Unconsolidated	Brown	
22186319	33		Fine Sand	Unconsolidated	Red	
22186333	71		Sandstone	Dense/Stiff	Brown fine sand layers	
22186371	105		Sand fine-med	Unconsolidated	Brown limestone layers	
221863105	134		Clay	Dense/Stiff	Brown limestone layers	
221863134	143		Sand fine-med	Unconsolidated	Yellow	
221863143	186		Clay	Dense/Stiff	Brown fine sand layers	
221863186	237		Sand fine-med	Unconsolidated	Yellow	
221863237	256		Clay	Dense/Stiff	Brown fine sand layers	
221863256	264		Sand fine-med	Unconsolidated	Yellow	
221863264	272		Clay	Dense/Stiff	Brown	
221863272	308		Fine Sand	Loose	Brown	
221863308	310		Clay	Dense/Stiff	Brown	

* are in Feet.



[Return to Search Page](#)

Nebraska Department of Natural Resources

Processed: 3/30/2023 1:59:42 PM

Registration number G-165368

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



Registration# Well ID Permit Number	Use Status	County Name NRD Name Well Location Footage Latitude Longitude	Completion Date Filing Date Decommission Date Times Replaced Online Registration ID (NOLID) Well Driller License Number	Acres Irrigated Gallons/Minute Static Level Pumping Level Series	Pump Column Diameter Pump Depth Well Depth
G-165368 WellID: 221863 View Scans	D - Domestic A - Active Registered Well	Kimball South Platte 15N 54W 15 NESE 1378S 636E 41° 16' 5.800" -103° 29' 29.400"	10/9/2012 12/19/2012 1 13556069681951 39359	--- 10 gpm 195 ft 221 ft PRO - Single Project	1.25 in 234 ft 310 ft



2 Records Found

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	Owner's Name Owner's ID Address
G-165368 WellID: 221863 View Details View Scans	D A	Kimball South Platte 15N 54W 15 NESE 1378S 636E Map It 41° 16' 5.800" -103° 29' 29.400"	10/9/2012 12/19/2012 1 13556069681951 39359	--- 10 gpm 195 ft 221 ft PRO	1.25 in 234 ft 310 ft	Elaine Scheele OwnerID: 122635 1112 Lochmount Drive Loveland CO 80537
WellID: 226084 View Details View Scans	W U	Kimball South Platte 15N 54W 15 NESE Map It 41° 16' 5.800" -103° 29' 29.800"	 10/10/2012 ---	--- --- --- --- PRO	--- --- 205 ft	Elaine Scheele OwnerID: 122635 1112 Lochmount Drive Loveland CO 80537

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-165368 WellID: 221863 View Scans	D - Domestic A - Active Registered Well	Kimball South Platte 15N 54W 15 NESE 13785 636E 41°16' 5.800" -103°29' 29.400"	10/9/2012 12/19/2012 1 13556069681951 39359	--- 10 gpm 195 ft 221 ft PRO - Single Project	1.25 in 234 ft 310 ft

Geo Logs

FromDepth	ToDepth	Description	Color	Density	Composition
0	1		Brown	Loose	Top Soil
1	4		Brown	Dense/Stiff	Clay
4	19		Brown	Unconsolidated	Sand med-coarse
19	33		Red	Unconsolidated	Fine Sand
33	71	fine sand layers	Brown	Dense/Stiff	Sandstone
71	105	limestone layers	Brown	Unconsolidated	Sand fine-med
105	134	limestone layers	Brown	Dense/Stiff	Clay
134	143		Yellow	Unconsolidated	Sand fine-med
143	186	fine sand layers	Brown	Dense/Stiff	Clay
186	237		Yellow	Unconsolidated	Sand fine-med
237	256	fine sand layers	Brown	Dense/Stiff	Clay
256	264		Yellow	Unconsolidated	Sand fine-med
264	272		Brown	Dense/Stiff	Clay
272	308		Brown	Loose	Fine Sand
308	310		Brown	Dense/Stiff	Clay



Seller's Property Disclosure



NEBRASKA REAL ESTATE COMMISSION SELLER PROPERTY CONDITION DISCLOSURE STATEMENT Residential Real Property

THIS DISCLOSURE STATEMENT IS BEING COMPLETED AND DELIVERED IN ACCORDANCE WITH NEBRASKA LAW. NEBRASKA LAW REQUIRES THE SELLER TO COMPLETE THIS STATEMENT (NEB. REV. STAT. §76-2,120).

How long has the seller owned the property? _____ year(s)
 Is seller currently occupying the property? (Circle one) YES | NO If yes, how long has the seller occupied the property? _____ year(s)
 If no, has the seller ever occupied the property? (Circle one) YES | NO If yes, when? From _____ (year) to _____ (year)

This disclosure statement concerns the real property located at 3828 Road 59F
 in the city of Dix, County of Kimball, State of Nebraska and legally described as:

This statement is a disclosure of the condition of the real property known by the seller on the date on which this statement is signed. This statement is **NOT a warranty of any kind** by the seller or any agent representing a principal in the transaction, and **should NOT be accepted as a substitute for any inspection or warranty that the purchaser may wish to obtain**. Even though the information provided in this statement is NOT a warranty, the purchaser may rely on the information contained herein in deciding whether and on what terms to purchase the real property. Any agent representing a principal in the transaction may provide a copy of this statement to any other person in connection with any actual or possible sale of the real property. The information provided in this statement is the representation of the seller and NOT the representation of any agent, and is NOT intended to be part of any contract between the seller and purchaser.

Seller please note: you are required to complete this disclosure statement IN FULL. If any particular item or matter does not apply and there is no provision or space for indicating, insert "N/A" in the appropriate box. If age of items is unknown, write "UNK" on the blank provided. If the property has more than one item as listed below please put the numbered in the appropriate box. For example – if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not Included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in PART III.

SELLER STATES THAT, TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE THIS DISCLOSURE STATEMENT IS COMPLETED AND SIGNED BY THE SELLER, THE CONDITION OF THE REAL PROPERTY IS:

PART I – If there is more than one of any item in this Part, the statement made applies to each and all of such items unless otherwise noted in the Comments section in PART III of this disclosure statement, or number separately as provided in the instructions above. If an item in this Part is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

Section A - Appliances	Working	Not Working	Do Not Know If Working	None / Not Included	Section B - Electrical Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Refrigerator					1. Electrical service panel capacity _____ AMP Capacity (if known) _____ fuse _____ circuit breakers				
2. Clothes Dryer					2. Ceiling fan(s) (_____ number)				
3. Clothes Washer					3. Garage door opener(s) (_____ number)				
4. Dishwasher					4. Garage door remote(s) (_____ number)				
5. Garbage Disposal					5. Garage door keypad(s) (_____ number)				
6. Freezer					6. Telephone wiring and jacks				
7. Oven					7. Cable TV wiring and jacks				
8. Range					8. Intercom or sound system wiring				
9. Cooktop					9. Built-in speakers				
10. Microwave oven					10. Smoke detectors (_____ number)				
11. Built-in vacuum system and equipment					11. Fire alarm				
12. Range ventilation systems					12. Carbon Monoxide Alarm (_____ number)				
13. Gas grill					13. Room ventilation/exhaust fan (_____ number)				
14. Room air conditioner (_____ number)					14. 220 volt service				
15. TV antenna / Satellite dish					15. Security System _____ Owned _____ Leased _____ Central station monitoring				
16. Trash compactor					16. Have you experienced any problems with the electrical system or its components? _____ YES _____ NO				If YES, explain the condition in the comments section in PART III of this disclosure statement.

"Have not lived in - do not know condition"

Section C - Heating and Cooling Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Air purifier				
2. Attic fan				
3. Whole house fan				
4. Central air conditioning _____ year installed (if known)				
5. Heating system _____ year installed (if known) ____ Gas _____ Electric ____ Other (specify _____)				
6. Fireplace / Fireplace insert				
7. Gas log (fireplace)				
8. Gas starter (fireplace)				
9. Heat pump _____ year installed (if known)				
10. Humidifier				
11. Propane Tank _____ year installed (if known) _____ Rent _____ Own				
12. Wood-burning stove _____ year installed (if known)				

Section D - Water Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Hot tub / whirlpool				
2. Plumbing (water supply)				
3. Swimming pool				
4. a. Underground sprinkler system				
b. Back-flow prevention system				
5. Water heater _____ year installed (if known)				
6. Water purifier _____ year installed (if known)				
7. Water softener _____ Rent _____ Own				
8. Well system				
Section E - Sewer Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Plumbing (water drainage)				
2. Sump pump (discharges to _____)				
3. Septic System				

PART II - In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comments Section in PART III of this disclosure statement.

Section A. Structural Conditions - If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section in PART III of this disclosure statement.

Section A - Structural Conditions	YES	NO	Do Not Know
1. Age of roof (if known) _____ year(s)	N / A	N / A	
2. Does the roof leak?			
3. Has the roof leaked?			
4. Is there presently damage to the roof?			
5. Has there been water intrusion in the basement or crawl space?			
6. Has there been any damage to the real property or any of the structures thereon due to the following occurrences including, but not limited to, wind, hail, fire, flood, wood-destroying insects, or rodents?			
7. Are there any structural problems with the structures on the real property?			
8. Is there presently damage to the chimney?			
9. Are there any windows which presently leak, or do any insulated windows have any broken seals?			

Section A - Structural Conditions	YES	NO	Do Not Know
10. Year property was built _____ (if known)	N / A	N / A	
11. Has the property experienced any moving or settling of the following:	-----	-----	-----
- Foundation			
- Floor			
- Wall			
- Sidewalk			
- Patio			
- Driveway			
- Retaining wall			
12. Any room additions or structural changes?			

Section B. Environmental Conditions - Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, available.

Section B - Environmental Conditions	YES	NO	Do Not Know
1. Asbestos			
2. Contaminated soil or water (including drinking water)			
3. Landfill or buried materials			
4. Lead-based paint			
5. Radon gas			
6. Toxic materials			

Section B - Environmental Conditions	YES	NO	Do Not Know
7. Underground fuel, chemical or other type of storage tank?			
8. Have you been notified by the Noxious Weed Control Authority in the last 3 years of the presence of noxious weeds, as defined by Nebraska law (N.A.C. Title 25, Ch. 10), on the property?			
9. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)			

"Have not lived in - do not know condition."

Section C. Title Conditions - Do any of the following conditions exist with regard to the real property?

Section C - Title Conditions	YES	NO	Do Not Know
1. Any features, such as walls, fences and driveways which are shared?			
2. Any easements, other than normal utility easements?			
3. Any encroachments?			
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?			
5. Any lot-line disputes?			
6. Have you been notified, or are you aware of, any work planned or to be performed by a utility or municipality close to the real property including, but not limited to sidewalks, streets, sewers, water, power, or gas lines?			
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?			
8. Any condominium, homeowners', or other type of association which has any authority over the real property?			
9. Any private transfer fee obligation upon sale?			

Section C - Title Conditions	YES	NO	Do Not Know
10. Does ownership of the property entitle the owner to use any "common area" facilities such as pools, tennis courts, walkways, or other common use areas?			
11. Is there a common wall or walls? b. Is there a party wall agreement?			
12. Any lawsuits regarding the property during the ownership of the seller?			
13. Any notices from any governmental or quasi-governmental agency regarding the real property?			
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?			
15. Any deed restrictions or other restrictions of record affecting the real property?			
16. Any unsatisfied judgments against the seller?			
17. Any disputes regarding a right of access to the real property?			
18. Any other title conditions which might affect the real property?			

Section D. Other Conditions - Do any of the following conditions exist with regard to the real property?

Section D - Other Conditions	YES	NO	Do Not Know
1. a. Are the dwelling(s) and the improvements connected to a public water system? b. Is the system operational?			
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system? b. Is the system operational?			
3. If the dwelling(s) and the improvements are connected to a private, community (non-public) or SID water system is there adequate water supply for regular household use (i.e. shower, laundry, etc.)?			
4. a. Are the dwelling(s) and the improvements connected to a public sewer system? b. Is the system operational?			
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system? b. Is the system operational?			
6. a. Are the dwelling(s) and the improvements connected to a septic system? b. Is the system operational?			
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?			

Section D - Other Conditions	YES	NO	Do Not Know
8. a. Is the real property in a flood plain? b. Is the real property in a floodway?			
9. Is trash removal service provided to the real property? If so, are the trash services public private			
10. Have the structures been mitigated for radon? If yes, when? ____/____/____			
11. Is the property connected to a natural gas system?			
12. Has a pet lived on the property? Type(s) _____			
13. Are there any diseased or dead trees, or shrubs on the real property?			
14. Are there any flooding, drainage, or grading problems in connection to the real property?			
15. a. Have you made any insurance or manufacturer claims with regard to the real property? b. Were all repairs related to the above claims completed?			
16. Are you aware of any problem with the exterior wall-covering of the structure including, but not limited to, siding, synthetic stucco, masonry, or other materials?			

Section E. Cleaning / Servicing Conditions - Have you ever performed or had performed the following? (State most recent year performed)

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
1. Servicing of air conditioner					
2. Cleaning of fire place, including chimney					
3. Servicing of furnace					
4. Professional inspection of furnace A/C (HVAC) System					
5. Servicing of septic system					

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
6. Cleaning of wood-burning stove, including chimney					
7. Treatment for wood-destroying insects or rodents					
8. Tested well water					
9. Serviced / treated well water					

I have not lived in - do not know condition

**Parcel
#2A**

Lead-Based Paint Disclosure



Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards



Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller Disclosure for property located at 3828 Road 59E, Dix, NE (address)

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the Seller (initial (i) or (ii) below):
- (i) Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
- (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; or
- (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser Reck Agri Realty & Auction	_____ Date	_____ Purchaser	_____ Date
By: _____ Marc Reck			
_____ Agent	_____ Date	_____ Agent	_____ Date





REPLY TO
ATTENTION OF
REAL ESTATE DIVISION

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
1616 CAPITOL AVENUE
OMAHA NE 68102-4901

March 24, 2023

Real Estate Division

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

SUBJECT: Sentinel, F.E. Warren Air Force Base, Kimball County, Nebraska, Tract No. 1202E

Biesecker, Deanna J. & Scheele, Lonnie L.
17464 County Rd. 36
Julesburg, CO 80737

Dear Ms. Biesecker & Mr. Scheele:

The United States Air Force Sentinel, formerly known as the Ground Based Strategic Deterrent, represents the modernization of the intercontinental ballistic missile system (ICBM). The National Defense Authorization Act for Fiscal Year 2023, Public Law 117-81, authorizes the Secretary of the Air Force to acquire real property and carry out military construction on base and in the missile fields at F.E. Warren Air Force Base to ensure a continued effective, responsive, and resilient weapon system. The Secretary of the Air Force delegated the United States Army Corps of Engineers with authority to negotiate and acquire the interests in land for the Sentinel deployment.

The obligation of the United States to acquire interests in land for Sentinel deployment is expressly conditioned upon the prior occurrence, satisfaction, and fulfillment of the Government's obligations under the National Environmental Policy Act (NEPA), to include selection of an alternative and other applicable environmental planning, compliance, restoration, and conservation laws with respect to acquiring the tract. The Department of the Air Force is completing a comprehensive environmental analysis, as required under NEPA and its implementing regulations at 40 C.F.R. §§ 1500 to 1508 and 32 C.F.R. § 989.

The Sentinel may require acquisition of temporary work area easements along existing perpetual ICBM utility corridor easements. A preliminary search of the title records in Kimball County, Nebraska, indicates that the individuals shown on the enclosed List of Purported Owners jointly own a fee tract(s) of land encumbered by a Government ICBM easement known in Government records as Tract No. 1202E, F.E. Warren Air Force Base, located in Section 16, Township 14 North, Range 54 West of the Sixth Principal Meridian. A temporary work area easement adjacent to Tract No. 1202E may be required for a temporary construction work area. The term for the temporary use of the land is seven years to allow for construction, access along the easement and any site restoration. A plat map depicting the property is enclosed. It is

noted that the Department of the Air Force may select an alternative through the NEPA process that does not require acquisition of an easement over this tract.

In compliance with Section 301(3) of Public Law 91-646, the Uniform Act, we are advising you that the amount established as just compensation for the real property interest over the tract to be acquired by the United States is as follows:

Tract No. 1202E – 7.4 acres, temporary work area easement: \$800.00

This amount of just compensation is based upon, and is not less than, the approved appraisal of the fair market value of the easement interest(s) to be acquired in this tract. As defined by the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA), fair market value is the amount in cash, or in terms reasonably equivalent to cash, for which, in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither compelled to buy or sell, giving due consideration to all available economic uses of the property. The just compensation for the easement is computed based on the amount the market value of fee title is impacted by the imposition of the easement.

The appraisal of Tract No. 1202E was completed by a qualified, independent contract appraiser using standard, nationally accepted valuation techniques recognized by authorities in the appraisal field. The appraiser has taken into consideration the value of the land, its location, and its highest and best use. The highest and best use of Tract No. 1202 has been determined to be dryland agricultural use. The appraisal has disregarded any increase or decrease in the fair market value caused by the project for which the property is being acquired, or by the likelihood that the property would be acquired for such project, other than that due to physical deterioration within the reasonable control of the owner.

The basic approaches to value that may be considered by the appraiser are the sales comparison, cost, and income approaches. The effect upon the market value of the subject property caused by the easement was estimated using the sales comparison approach coupled with income approach techniques. The appraisal considered comparable sales and rental information from the subject market, analyzed in terms of factors such as soil types, soil productivity and topography. No buildings, structures, or other improvements (including removable building equipment and trade fixtures) are included in this value. Any separately held third party ownership interests in the Tract are also not reflected in this value. The estimate of market value does not reflect any consideration of or allowance for any relocation assistance and payments which the owner may be entitled to receive. After completion, the appraisal was reviewed by a qualified federal review appraiser who approved it as a properly documented conclusion of the market value of the estate to be acquired.

Mr. Vincent Crowdy, a Realty Specialist of the United States Army Corps of Engineers Sentinel staff, will be contacting you soon to discuss details of the proposed easement acquisition. If you have any questions in the interim, please contact Mr. Crowdy at (402) 995-2845 or email address: vincent.m.crowdy@usace.army.mil. If you are interested in learning more about Sentinel's mission and scope of work, please visit the Air Force Global Strike Command's website at <https://www.afgsc.af.mil/Sentinel-GBSD/>.

Thank you for your cooperation and willingness to assist us in this important mission.

Sincerely,

Rick L. Noel

Rick L. Noel
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

Enclosures



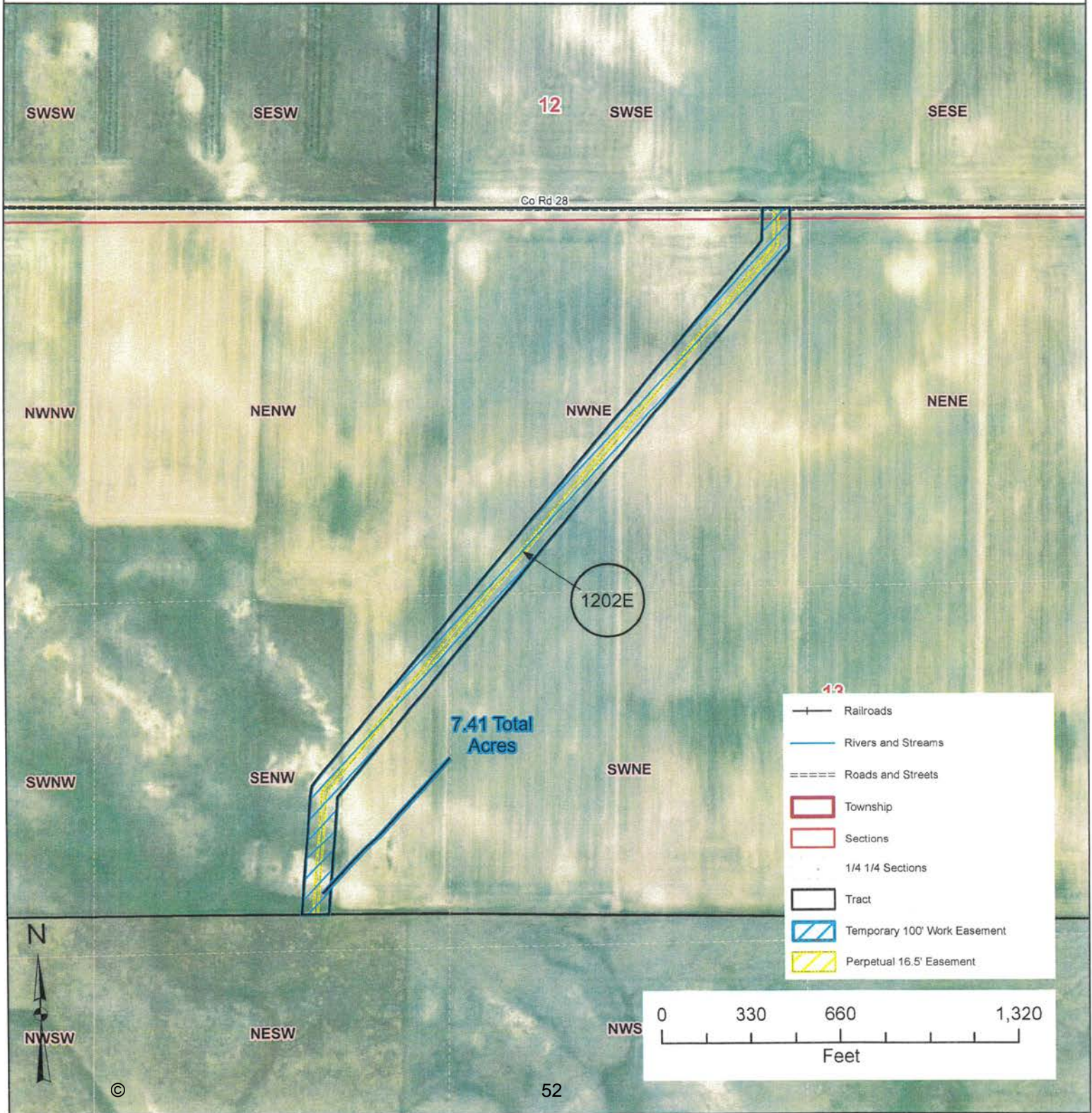
US Army Corps
of Engineers
Omaha District

US ARMY CORPS OF ENGINEERS
OMAHA DISTRICT
REAL ESTATE DIVISION
AGM-35A Sentinel Program
TRACT PLAT



PROJECT: F.E. Warren - Sentinel
OWNER(s): Deanna J. Biesecker and Lonnie L. Scheele
COUNTY: Kimball, NE

TRACT: 1202E
DATE: 20230324
LATEST REVISION DATE: _____





FACT SHEET LGM-35A Sentinel

Air Force Nuclear Weapons Center, Office of Public Affairs
1551 Wyoming Blvd SE, Rm 234, Kirtland AFB, NM 87117
(505) 846-3026 | www.afnwc.af.mil | www.facebook.com/AFNWC
www.linkedin.com/company/air-force-nuclear-weapons-center

Never Doubted, Always Feared

The U.S. Air Force is replacing the aging LGM-30 Minuteman III intercontinental ballistic missile (ICBM) with the LGM-35A Sentinel ICBM. The Sentinel represents the modernization of the land-based leg of the U.S. nuclear triad.

Nuclear deterrence is the #1 priority mission of the Department of Defense. The nuclear deterrent underwrites every U.S. military operation on the globe—it is the backstop and foundation of our national defense and that of our allies.

The Air Force Nuclear Weapons Center’s mission encompasses the entire lifecycle management of the Air Force’s nuclear weapon systems—acquisition, sustainment, modernization and, ultimately, disposal and demilitarization.

The center is working to replace the aging Minuteman III, the most responsive leg of the triad, with the new Sentinel ICBM. Although certain components and subsystems have been upgraded since the Minuteman III ICBM system first became operational in the early 1970s, most of the system’s fundamental infrastructure still uses the original equipment.

The Sentinel weapon system is the most cost-effective option for maintaining a safe, secure, and effective land-based leg of the nuclear triad and would extend its capabilities through 2075.

The Sentinel ICBMs will replace the 400 Minuteman III ICBMs currently in service for more than 50 years in Air Force missile fields at F.E. Warren Air Force Base (AFB), Wyoming; Malmstrom AFB, Montana; and Minot AFB, North Dakota.

Some Sentinel maintenance, training, storage, testing and support actions will occur also at Hill AFB, Utah; Utah Test and Training Range, Utah; Camp Guernsey, Wyoming; and Camp Navajo, Arizona.

Existing launch facilities, missile alert facilities, communication systems, infrastructure, and technologies for the Minuteman III ICBM will be modernized and replaced as necessary to support the new Sentinel weapon system. The Minuteman III ICBMs will be decommissioned, which requires demilitarization and disposal activities.

The Sentinel development and deployment will not include generating or disposing of nuclear material and the total number of land-based nuclear missiles on alert 24/7/365 in the continental United States will remain the same.

Note: The LGM-35A Sentinel was originally called the Ground Based Strategic Deterrent, or GBSD, in the early stages of its development.



Shown is an illustration of the LGM-35A Sentinel.



Shown is an illustration of an LGM-35A Sentinel launch silo.

(April 2022)



U.S. AIR FORCE

Fact Sheet GBSD Real Estate

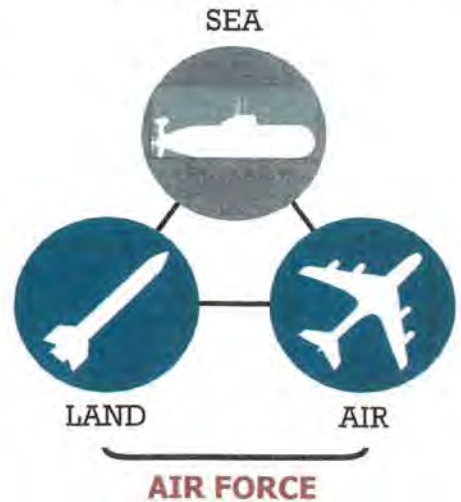
Air Force Civil Engineer Center
www.afcec.af.mil
Facebook: @AFCEC

GBSD Overview

The U.S. Air Force is modernizing its nuclear deterrence capabilities by replacing the aging Minuteman III intercontinental ballistic missile with the Ground-Based Strategic Deterrent ICBM at F.E. Warren Air Force Base, Wyoming; Malmstrom AFB, Montana; and Minot AFB, North Dakota, as well as various support facilities at these locations.

The Air Force provides two legs of the nuclear triad and 75% of nuclear command, control and communications systems. Extending the life of the Minuteman III, currently in service for over 50 years, would be more costly than a replacement system and would not address future challenges and threats to our current ICBM force. GBSD is the most cost-effective option for maintaining the land-based leg of the nuclear triad in a safe, secure and effective manner through 2075.

Nuclear Triad



The Air Force needs access to local property for environmental analysis, land surveys and appraisals.

The GBSD Real Estate effort may use previously acquired perpetual easements and a limited number of new perpetual easements for construction and installation of new utility cables, and future infrastructure (including possible construction and maintenance of GBSD utility corridors and communications towers). Construction is scheduled to begin in the mid-2020s and be completed in the mid-2030s.

Real Estate Transaction Process

Department of the Air Force personnel, or authorized representatives, will contact individual property owners to obtain a right of entry if a property is selected as an acceptable easement route, or location for a tower site, to conduct due diligence activities such as appraisals, and legal surveys for that particular property. Land surveyors and appraisers need only limited access and will take every precaution to avoid damaging property. Once a fair market value is assessed and an offer to sell is agreed upon by both parties, the transaction is finalized with a signed easement or deed.

Right of Entry: Legal right to enter upon real property of another for a special purpose (such as to appraise and survey) without being guilty of trespass.

Easement: A right held by one property owner to make use of the land of another for a limited purpose.



Farm, Ranch and Land Purchase Agreement



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

FARM, RANCH, AND LAND PURCHASE AGREEMENT

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

Date: May 4, 2023

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

1.) **LEGAL DESCRIPTION:** Legal Description of Parcel # _____ as described in Scheele Family Land Auction Due Diligence Packet Printed: April 27, 2023.

NAME(S) FOR DEED: _____ in joint tenancy/tenants in common.

SELLER: _____

2.) **PERSONAL PROPERTY:** The only personal property included is as follows: Inclusions as stated in Scheele Family Land Auction Due Diligence Packet Printed: April 27, 2023.

PURCHASE PRICE: 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 cash, or by certified or cashier's check at time of delivery of deed. Required earnest money deposit will be 15% of the purchase price for all Parcels except Parcel #2A and it will be 5% of the purchase price for Parcel #2A.

3.) **CLOSING:** The closing date of the sale shall be on or before June 2, 2023. 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 Ferguson Title. After the transfer, Broker shall have no further responsibility or liability to Buyer(s) or Seller to account for the funds. Escrow agent's closing fee shall be equally divided between Buyer(s) and Seller. Buyer(s) and Seller to pay their respective fees for recording their documents. County documentary fee/tax to be paid by Seller.

4.) **TITLE:** Seller to pass title by Warranty Deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record. Title commitments are available for review within the Due Diligence Packet 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 Due Diligence Packet, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the Purchase Price after closing. Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record.

5.) POSSESSION: As stated in Scheele Family Land Auction Due Diligence Packet Printed: April 27, 2023.

6.) PROPERTY CONDITION: On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the Scheele Family Land Auction Due Diligence Packet Printed April 27, 2023, and heard, understood, and agreed to all taped oral statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the Scheele Family Land Auction Due Diligence Packet Printed: April 27, 2023. 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.

7.) WATER RIGHTS & EQUIPMENT: Water rights to be conveyed as stated in Scheele Family Land Auction Due Diligence Packet Printed: April 27, 2023.

8.) GROWING CROPS: Growing crops to be conveyed as stated in Scheele Family Land Auction Due Diligence Packet Printed: April 27, 2023.

9.) REAL ESTATE TAXES: See Scheele Family Land Auction Due Diligence Packet Printed: April 27, 2023, for terms and conditions of real estate taxes.

10.) CRP CONTRACTS: Seller to convey all right, title, and interest to the existing CRP contract, to the Buyer(s) as successor in interest. Seller to convey the October 2023 CRP payment. Buyer(s) assumes responsibility of the maintenance of the CRP acres, the obligations of the CRP contract, and agree to enter into new CRP contract within 60 days after the closing. Buyer(s) assumes responsibility of the costs and penalties if Buyer(s) chooses to terminate the existing contract.

11.) FSA DETERMINATION: As stated in Scheele Family Land Auction Due Diligence Packet Printed: April 27, 2023.

12.) MINERAL RIGHTS: As stated in Scheele Family Land Auction Due Diligence Packet Printed: April 27, 2023.

13.) NOXIOUS WEEDS: As stated in Scheele Family Land Auction Due Diligence Packet Printed: April 27, 2023.

14.) ACREAGES: All stated acreages 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. The purchase price is 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 publicly stated.

15.) BUYER DESIGNATION: 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.

16.) FAX and/or EMAIL: In accordance with the Nebraska Uniform Electronic Transactions Act, Seller and Buyer(s) agree they may contract through facsimile transmission and/or email. Execution and delivery of this purchase agreement may be affected using facsimile transmission or email. 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.

17.) MAINTENANCE: 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.

18.) RISK OF LOSS: 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.

19.) SPECIFIC PERFORMANCE: If Buyer is in Default: If Buyer fails to consummate this purchase according to the terms of this Agreement, Seller may elect to treat this Agreement 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 Agreement as being in full force and effect and Seller has the right to specific performance or damages, or both.

If Seller is in Default: Buyer may elect to treat this Agreement as canceled, in which case all Earnest Money received hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Agreement as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and held May 4, 2023, and in accordance with the terms and conditions of this Purchase Agreement, the Scheele Family Land Auction Due Diligence Packet Printed April 27, 2023, the Title Commitment and all supplements and additions thereto, and other taped oral statements as announced at 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 Scheele Family Land Auction Due Diligence Packet Printed: April 27, 2023. In the event of a conflict between this Agreement and the Scheele Family Land Auction Due Diligence Packet Printed: April 27, 2023, the Scheele Family Land Auction Due Diligence Packet Printed: April 27, 2023, as modified by taped oral statements at the auction, shall control.

21.) Buyer has reviewed and accepts the attached Ferguson Title Co Title Commitment by File No. 2230047, 2230048, 2230049, 2230050, 2230051 which is attached and made part of this Purchase Agreement.

22.) Scheele Family Land Auction Due Diligence Packet Printed: April 27, 2023, is incorporated and made a part of this Purchase Agreement.

23.) 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.

24.) 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.

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

AGENCY CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction.

Listing Agent: Reck Agri Realty & Auction is the agent of [] Limited Seller's Agent [X] Limited Dual Agent [] Customer Only.

Selling Agent: Reck Agri Realty & Auction is the agent of [] Limited Buyer's Agent [X] Limited Dual Agent [] Customer Only.

BUYER:

_____ DATE: _____

ADDRESS:
PHONE:
E-MAIL:

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.

SELLER:

By: _____ DATE: _____

ADDRESS:
PHONE:
E-MAIL:

ACKNOWLEDGMENT (To be completed by Broker/Salesperson working with Buyer)

Reck Agri Realty & Auction
Broker Name: Marc Reck

By: _____

535 E Chestnut, PO Box 407
Sterling, CO 80751
Office: 970-522-7770
Fax: 970-522-7365
E-mail Address: marcreck@reckagri.com

ACKNOWLEDGMENT (To be completed by Broker/Salesperson working with Seller)

Reck Agri Realty & Auction
Broker Name: Marc Reck

By: _____

535 E Chestnut, PO Box 407
Sterling, CO 80751
Office: 970-522-7770
Fax: 970-522-7365
E-mail Address: marcreck@reckagri.com

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: _____

\$_____ 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 earnest money shall be refunded to Buyer.

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

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 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.

Sample Bidder Card

101

Retain This Key to Bid!



970-522-7770 / 1-800-748-2589

535 E Cheyenne PO Box 407 · Sterling, CO 80751

Co. _____

Name _____

Address _____

Telephone _____

By my signature below, I have read and do agree to the full terms and conditions, property descriptions, pertinent information, title commitments and sample contracts of the Scheele Family Land Auction Due Diligence Packet Printed April 27, 2023 & verify that I have good funds or financing arranged.

X _____

No. 101

Title Commitments

- ◆ Parcels #1, #2A, & #2B
- ◆ Parcel #3
- ◆ Parcel #4
- ◆ Parcel #5A
- ◆ Parcel #5B





Transaction Identification Data for reference only:

Issuing Agent: Ferguson Title Services
Issuing Office: 1720 2nd Ave ~ P.O. Box 92, Scottsbluff, NE 69363-0092
Commitment No.: 2230047
Loan ID:
Property Address: 3828 Rd 59 E

Schedule A

File No. 2230047

1. Commitment Date: March 13, 2023 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2006)

Amount: \$5,000.00

Premium: \$150.00

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 3 on Schedule A**

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 a Fee Simple.

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

**DEANNA J. BIESECKER, an undivided one-half interest
and
LONNIE L. SCHEELE, an undivided one-half interest**

5. The Land is described as follows:

In Township 15 North, Range 54 West of the 6th P.M., Kimball County, Nebraska:

Section 15: ALL, EXCEPT a Tract of Land to Kimball County, Nebraska as shown by a Quitclaim Deed recorded November 21, 1974 in Book "44", Page 380 of the records of Kimball County, Nebraska

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; 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.

72C276B27

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

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**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:

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 2023 and subsequent years.
8. Irrigation Taxes not certified to the County Treasurer, if any.
9. 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.
10. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
11. Rights of Irrigation Districts for irrigation canals, ditches, laterals and drains, if any.
12. Rights of tenants in possession under the terms of unrecorded leases.
13. Liens, if any, on the growing crops on the land.

(Continued on the following Page)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; 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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CHICAGO TITLE INSURANCE COMPANY

File No. 2230047

(Continued from Page 1)

14. 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.
15. 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.
16. Easement for a cable line, in favor of UNITED STATES OF AMERICA, dated December 9, 1963, and recorded December 31, 1963 in Book "30", Page 387-388 of the Miscellaneous records of Kimball County, Nebraska.

End of Schedule B - Section 2

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F. E. Warren AFB, AF Facility
Tract No. OF-603E

GRANT OF EASEMENT FOR
CABLE LINE AND APPURTENANCES

THIS INDENTURE, made this 7th day of December 1963
by and between Dean Leroy Scheele, also known as Dean L. Scheele, and Elaine M.
Scheele, husband and wife

of the County of Kimball, State of Nebraska, parties of the first part,
and the UNITED STATES OF AMERICA of Washington, D. C., party of the second
part, WITNESSETH:

That the parties of the first part, for and in consideration of \$465.00
Four hundred sixty five and 00/100 Dollars
to them in hand paid by the party of the second part, the receipt of which is
heraby acknowledged, do hereby grant, convey, bargain, and warrant unto the
UNITED STATES OF AMERICA, party of the second part, and its assigns, forever the
perpetual right-of-way and easement to place, construct, maintain, operate,
repair, replace, patrol, and remove a cable line, junction boxes, manholes, and
other appurtenances in, upon, over, and under a strip of land 16 1/2 feet in width,
(8 1/4 feet on each side of the centerline of the cable line, as placed) running
across the following described land, now owned by us, in Kimball County, State
of Nebraska, to wit:

The South Half of the Northeast Quarter (S^{1/2}NE^{1/4}), Northeast Quarter of the
Northeast Quarter (NE^{1/4}NE^{1/4}), North Half of the Southeast Quarter (N^{1/2}SE^{1/4}), Southwest
Quarter of the Southeast Quarter (SW^{1/4}SE^{1/4}), Southeast Quarter of the Southwest
Quarter (SE^{1/4}SW^{1/4}) of Section 15, Township 15 North, Range 54 West of the Sixth
Principal Meridian; said strip of land contains 2.05 acres, more or less,

State of Nebraska, Kimball County, do hereby certify
on the 31 day of December, 1963, at 3:30 P.M.
that 30 M.P.S. Page 387-388
Walter B. ... County Clerk

12-31-1963
BOOK 30
PAGE 387-388

together with the right of ingress and egress as may be necessary to maintain,
operate, repair, replace, patrol, and remove said cable line, junction boxes,
manholes, and other appurtenances; said right of ingress and egress to be
exercised by the UNITED STATES OF AMERICA, its representatives, agents, and
contractors in a reasonable manner.

Said cable line is to be maintained and operated as constructed or placed,
namely, at least 36 inches below the surface of said land. Said junction boxes,
manholes, and other appurtenances may be maintained and operated as constructed
or placed, namely, extending to or above the surface of said land.

The parties of the first part, for their heirs, administrators, executors,
and assigns, covenant and agree that they will not permanently remove or
shift the soil or rearrange the contour or permanently change the surface of
said 16 1/2 foot strip of land, by terracing or otherwise, unless 120-day advance
written notice is given to the Base Commander, F. E. Warren Air Force Base,
Wyoming, of the intention to permanently change the surface of said strip,
and thereupon the United States, its representatives, agents, contractors
and assigns will have the right to enter upon said strip within said 120-day
period to lower or adjust said cable and appurtenances as may be necessary.

The party of the second part shall be responsible for future loss or damage
resulting directly from the exercise by the UNITED STATES OF AMERICA, its
representatives, agents, and contractors of the right to maintain, operate,
repair, replace and remove said cable line, junction boxes, manholes, and other
appurtenances, subject to the availability of appropriations for the payment
for such loss or damage.

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Said cable line, junction boxes, manholes, other appurtenances, and equipment constructed or placed by the party of the second part shall remain the property of the UNITED STATES OF AMERICA and may be removed by the UNITED STATES OF AMERICA at any time.

There is reserved to the parties of the first part, their heirs, executors, administrators, and assigns all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the right-of-way and easement herein granted, including the right to cultivate and harvest crops within the limits of said 16 1/2 foot strip.

The easement hereby conveyed is subject to oil, gas, and minerals and/or interests therein.

IN WITNESS WHEREOF, the parties hereto have executed this indenture as of the day and year first above written.

Dean Leroy Scheele
Donor Dean Leroy Scheele

Elaine M. Scheele
Donor/Spouse Elaine M. Scheele

Donor/Spouse

Donor/Spouse

Witness:

Bobbie J. Williams

UNITED STATES OF AMERICA

BY James P. Sewell
JAMES P. SEWELL
Chief, Cheyenne Field Office
Special Projects Branch
Real Estate Division
U. S. Army Engineer District, Omaha
Cheyenne, Wyoming

STATE OF WYOMING)
COUNTY OF KIMBALL) ss.

On this 9 day of December, 1963, before me
Notary Public in and for said county, personally appeared Dean Leroy Scheele
and Elaine M. Scheele

to me personally known to be the identical persons described in and whose
names are affixed to the foregoing instrument as grantors and acknowledged
the said instrument to be their voluntary act and deed.



James P. Sewell
Notary Public

My commission expires: June - 27 - 1964



Transaction Identification Data for reference only:

Issuing Agent: Ferguson Title Services
Issuing Office: 1720 2nd Ave ~ P.O. Box 92, Scottsbluff, NE 69363-0092
Commitment No.: 2230048
Loan ID:
Property Address: Rural

Schedule A

File No. 2230048

1. Commitment Date: March 13, 2023 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner’s Policy (2006)

Amount: \$5,000.00
Premium: \$150.00

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 3 on Schedule A**

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 a Fee Simple.

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

**DEANNA J. BIESECKER, an undivided one-half interest
and
LONNIE L. SCHEELE, an undivided one-half interest**

5. The Land is described as follows:

**In Township 16 North, Range 53 West of the 6th P.M., Kimball County, Nebraska:
Section 31: SE¼**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; 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.
72C276B27

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

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**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:

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 2023 and subsequent years.
8. Irrigation Taxes not certified to the County Treasurer, if any.
9. 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.
10. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
11. Rights of Irrigation Districts for irrigation canals, ditches, laterals and drains, if any.
12. Rights of tenants in possession under the terms of unrecorded leases.
13. Liens, if any, on the growing crops on the land.

(Continued on the following Page)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; 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.

72C276B27

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CHICAGO TITLE INSURANCE COMPANY

File No. 2230048

(Continued from Page 1)

14. 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.
15. 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.
16. Easement for a cable line, in favor of UNITED STATES OF AMERICA, dated February 26, 1964, and recorded March 17, 1964 in Book "31", Page 340-341 of the Miscellaneous records of Kimball County, Nebraska.

End of Schedule B - Section 2

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; 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.

72C276B27

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

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Page 2





Transaction Identification Data for reference only:

Issuing Agent: Ferguson Title Services
Issuing Office: 1720 2nd Ave ~ P.O. Box 92, Scottsbluff, NE 69363-0092
Commitment No.: 2230049
Loan ID:
Property Address: Rural

Schedule A

File No. 2230049

1. Commitment Date: March 13, 2023 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2006)

Amount: \$5,000.00
Premium: \$150.00

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 3 on Schedule A**

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 a Fee Simple.

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

**DEANNA J. BIESECKER, an undivided one-half interest
and
LONNIE L. SCHEELE, an undivided one-half interest**

5. The Land is described as follows:

**In Township 14 North, Range 54 West of the 6th P.M., Kimball County, Nebraska:
Section 18: NE¼**

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

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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:

- 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 2023 and subsequent years.
8. Irrigation Taxes not certified to the County Treasurer, if any.
9. 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.
10. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
11. Rights of Irrigation Districts for irrigation canals, ditches, laterals and drains, if any.
12. Rights of tenants in possession under the terms of unrecorded leases.
13. Liens, if any, on the growing crops on the land.

(Continued on the following Page)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; 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.

72C276B27

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

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CHICAGO TITLE INSURANCE COMPANY

File No. 2230049

(Continued from Page 1)

14. 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.
15. 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.
16. Memorandum of Wind Farm Option Agreement by and between ELAINE M. SCHEELE et al, Co-Trustees and GENERATION ENERGY, INC., dated August 26, 2008 and recorded September 29, 2008 in Book "62", Page 606-609 of the Miscellaneous records of Kimball County, Nebraska.

End of Schedule B - Section 2

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Page 2



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GEI:

Daniel T. McCrystal

Name: Daniel T. McCrystal

Title: President

Date: 9/9/08

COMMONWEALTH OF VIRGINIA)

SS:

COUNTY OF LOUDOUN)

On this 9th day of SEPTEMBER, 2008, before me appeared Daniel T. McCrystal, to me personally known, who, being by me was duly sworn and acknowledged that the person is President of Generation Energy, Inc. and that the person executed the foregoing on behalf of the limited liability company.

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

Margaret Dama-Nash
Notary Public
Commonwealth of Virginia

My Commission Expires: 10-31-2010
My Commission Number: 313688
(SEAL)



**EXHIBIT A
PROPERTY DESCRIPTION**

The Owner's Property consists of approximately 469 acres of land in Kimball County in Nebraska as more specifically described below.

(Below, please list acres separately for each marked orientation)

Section:	Orientation:	Acres:
T14N-R54W-S13	N ½	329
T14N-R54W-S18	NE ¼	140

469 Total Acres



Transaction Identification Data for reference only:

Issuing Agent: Ferguson Title Services
Issuing Office: 1720 2nd Ave ~ P.O. Box 92, Scottsbluff, NE 69363-0092
Commitment No.: 2230050
Loan ID:
Property Address: Rural

Schedule A

File No. 2230050

- 1. Commitment Date: March 13, 2023 at 8:00 A.M.
- 2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2006)

Amount: \$5,000.00
Premium: \$150.00

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 3 on Schedule A**

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 a Fee Simple.
- 4. The Title is, at the Commitment Date, vested in:

**DEANNA J. BIESECKER, an undivided one-half interest
and
LONNIE L. SCHEELE, an undivided one-half interest**

- 5. The Land is described as follows:

**In Township 14 North, Range 54 West of the 6th P.M., Kimball County, Nebraska:
Section 13: N½**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; 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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ALTA Commitment for Title Insurance 8-1-16 w- NE Mod

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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:

- 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 2023 and subsequent years.
8. Irrigation Taxes not certified to the County Treasurer, if any.
9. 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.
10. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
11. Rights of Irrigation Districts for irrigation canals, ditches, laterals and drains, if any.
12. Rights of tenants in possession under the terms of unrecorded leases.
13. Liens, if any, on the growing crops on the land.

(Continued on the following Page)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; 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.
72C276B27





CHICAGO TITLE INSURANCE COMPANY

File No. 2230050

(Continued on the following Page)

14. 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.
15. 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.
16. Easement for a cable line, in favor of UNITED STATES OF AMERICA, dated April 30, 1964, and recorded June 10, 1964 in Book "32", Page 328-329 of the Miscellaneous records of Kimball County, Nebraska.
17. Memorandum of Wind Farm Option Agreement by and between ELAINE M. SCHEELE et al., Co-Trustees and GENERATION ENERGY, INC., its successors and assigns, dated August 26, 2008 and recorded September 29, 2008 in Book "62", Page 606-609 of the Miscellaneous records of Kimball County, Nebraska.

End of Schedule B - Section 2

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; 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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Page 2



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F. B. Warren Air Force Facility
Tract No. CK-206E

GRANT OF EASEMENT FOR
CABLE LINE AND APPURTENANCES

THIS INSTRUMENT, made this 30th day of April, 1964
by and between Roy Notz and Roger R. Peterson, co-administrators of the estate of
Carl Runsten, with the power to sell or encumber the hereinafter described property,

State of Nebraska, Kimball County, at this day of 1964
on the 10th day of June, 1964, 11 P.M.
Book 328 Page 328-329
Harry Richardson County Clerk

of the County of Buffalo, State of Nebraska, parties of the first part
and the UNITED STATES OF AMERICA of Washington, D. C., party of the second
part, WITNESSETH:

That the parties of the first part, for and in consideration of
Four thousand Eight hundred and no/100 Dollars 4,800.00
to them in hand paid by the party of the second part, the receipt of which is
hereby acknowledged, do hereby grant, convey, bargain, and warrant unto the
UNITED STATES OF AMERICA, party of the second part, and its assigns, forever the
perpetual right-of-way and easement to place, construct, maintain, operate,
repair, replace, patrol, and remove a cable line, junction boxes, manholes, and
other appurtenances in, upon, over, and under a strip of land 16 1/2 feet in width,
(8 1/4 feet on each side of the centerline of the cable line, as placed) running
across the following described land, now owned by us, in Kimball County,
State of Nebraska, to wit:

The South Half of the Northwest Quarter (SW 1/4), North
Half of the Northeast Quarter (NE 1/4), Southwest Quarter
of the Northeast Quarter (SW 1/4) of Section 13, Township
14 North, Range 54 West of the Sixth Principal Meridian;
said strip of land contains 2.25 acres, more or less,



together with the right of ingress and egress as may be necessary to maintain,
operate, repair, replace, patrol, and remove said cable line, junction boxes,
manholes, and other appurtenances; said right of ingress and egress to be
exercised by the UNITED STATES OF AMERICA, its representatives, agents, and
contractors in a reasonable manner.

Said cable line is to be maintained and operated as constructed or placed,
namely, at least 36 inches below the surface of said land. Said junction boxes,
manholes, and other appurtenances may be maintained and operated as constructed
or placed, namely, extending to or above the surface of said land.

The parties of the first part, for their heirs, administrators, executors,
and assigns, covenant and agree that they will not permanently remove or
shift the soil or rearrange the contour or permanently change the surface of
said 16 1/2 foot strip of land, by terracing or otherwise, unless 120-day advance
written notice is given to the Base Commander, F. B. Warren Air Force Base,
Wyoming, of the intention to permanently change the surface of said strip,
and thereupon the United States, its representatives, agents, contractors
and assigns will have the right to enter upon said strip within said 120-day
period to lower or adjust said cable and appurtenances as may be necessary.

The party of the second part shall be responsible for future loss or damage
resulting directly from the exercise by the UNITED STATES OF AMERICA, its
representatives, agents, and contractors of the right to maintain, operate,
repair, replace and remove said cable line, junction boxes, manholes, and other
appurtenances, subject to the availability of appropriations for the payment
for such loss or damage.

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Said cable line, junction boxes, manholes, other appurtenances, and equipment constructed or placed by the party of the second part shall remain the property of the UNITED STATES OF AMERICA and may be removed by the UNITED STATES OF AMERICA at any time.

There is reserved to the parties of the first part, their heirs, executors, administrators, and assigns all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the right-of-way and easement herein granted, including the right to cultivate and harvest crops within the limits of said 16-foot strip.

The easement hereby conveyed is subject to oil, gas, and minerals and/or interests therein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

Roy Notz
Owner Roy Notz, co-administrator of the Estate of Carl Humsteg

Roger R. Peterson
Owner/Spouse Roger R. Peterson, co-administrator of the Estate of Carl Humsteg

Owner/Spouse _____

Owner/Spouse _____

Witness:
Bella J. Kirkman

UNITED STATES OF AMERICA
BY James F. Sewell
JAMES F. SEWELL
Chief, Cheyenne Field Office
Special Projects Branch
Real Estate Division
U. S. Army Engineer District, Omaha
Cheyenne, Wyoming

STATE OF NEBRASKA }
COUNTY OF PHELPS } ss.

On this 30th day of April, 1964, before me Josephine C. Gready, Notary Public in and for said county, personally appeared

Roy Notz and Roger R. Peterson

to me personally known to be the identical persons described in and whose names are affixed to the foregoing instrument as grantors and acknowledged the said instrument to be their voluntary act and deed.



Josephine C. Gready
Notary Public

My commission expires: December 23, 1967.

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GEI:

Daniel T. McCrystal

Name: Daniel T. McCrystal

Title: President

Date: 9/9/08

COMMONWEALTH OF VIRGINIA)
)
)
COUNTY OF LOUDOUN)

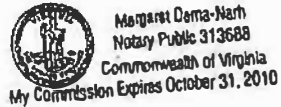
SS:

On this 9th day of SEPTEMBER, 2008, before me appeared Daniel T. McCrystal, to me personally known, who, being by me was duly sworn and acknowledged that the person is President of Generation Energy, Inc. and that the person executed the foregoing on behalf of the limited liability company.

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

Margaret Dema-Nath
Notary Public
Commonwealth of Virginia

My Commission Expires: 10-31-2010
My Commission Number: 313688
(SEAL)



**EXHIBIT A
PROPERTY DESCRIPTION**

The Owner's Property consists of approximately 469 acres of land in Kimball County in Nebraska as more specifically described below.

(Below, please list acres separately for each marked orientation)

Section:	Orientation:	Acres:
T14N-R54W-S13	N ½	329
T14N-R54W-S18	NE ¼	140

469 Total Acres



Transaction Identification Data for reference only:

Issuing Agent: Ferguson Title Services
Issuing Office: 1720 2nd Ave ~ P.O. Box 92, Scottsbluff, NE 69363-0092
Commitment No.: 2230051
Loan ID:
Property Address: Rural

Schedule A

File No. 2230051

1. Commitment Date: March 13, 2023 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2006)

Amount: \$5,000.00
Premium: \$150.00

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 3 on Schedule A**

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 a Fee Simple.

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

DEANNA J. BIESECKER and LONNIE L. SCHEELE

5. The Land is described as follows:

**In Township 14 North, Range 54 West of the 6th P.M., Kimball County, Nebraska:
Section 14: ALL**

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**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:

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 2023 and subsequent years.
8. Irrigation Taxes not certified to the County Treasurer, if any.
9. 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.
10. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
11. Rights of Irrigation Districts for irrigation canals, ditches, laterals and drains, if any.
12. Rights of tenants in possession under the terms of unrecorded leases.
13. Liens, if any, on the growing crops on the land.

(Continued on the following Page)

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CHICAGO TITLE INSURANCE COMPANY

File No. 2230051

(Continued from Page 1)

14. 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.
15. 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.
16. Easement for a cable line, in favor of UNITED STATES OF AMERICA, dated May 25, 1964, and recorded June 10, 1964 in Book "32", Page 326-327 of the Miscellaneous records of Kimball County, Nebraska.
17. Memorandum of Wind Farm Option Agreement by and between DEAN L. and ELAINE M. SCHEELE LIFE ESTATE and GENERATION ENERGY, INC., its successors and assigns, dated August 26, 2008 and recorded September 29, 2008 in Book "62", Page 603-605 of the Miscellaneous records of Kimball County, Nebraska.

End of Schedule B - Section 2

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F. E. Warren Air Force Facility
Tract 2. CR-205E

GRANT OF EASEMENT FOR
CABLE LINE AND APPURTENANCES

THIS INSTRUMENT, made this 25th day of May 1964
by and between Marie K. Schaele, a single woman,

State of Nebraska, Kimball County, as first for record
on the 10 day of June, 1964 at 88 AM.
Book 32, Page 326-327
Shelley R. Kuchinsky, County Clerk

6-b-64

Book 32

Page 326-327

of the County of Larimer, State of Colorado, party of the first part
and the UNITED STATES OF AMERICA of Washington, D. C., party of the second
part, WITNESSETH:

That the party of the first part, for and in consideration of ⁴⁴⁴⁵
~~Four thousand four hundred forty five~~ Dollars
to her in hand paid by the party of the second part, the receipt of which is
hereby acknowledged, does hereby grant, convey, bargain, and warrant unto the
UNITED STATES OF AMERICA, party of the second part, and its assigns, forever the
perpetual right-of-way and easement to place, construct, maintain, operate,
repair, replace, patrol, and remove a cable line, junction boxes, manholes, and
other appurtenances in, upon, over, and under a strip of land 16 1/2 feet in width,
(0 1/2 feet on each side of the centerline of the cable line, as placed) running
across the following described land, now owned by us, in Kimball County,
State of Nebraska, to wit:

The South Half of the North Half (S. 1/2 N. 1/2) of Section 14,
Township 14 North, Range 54 West of the Sixth Principal
Meridian; said strip of land contains 1.95 acres, more
or less,

together with the right of ingress and egress as may be necessary to maintain,
operate, repair, replace, patrol, and remove said cable line, junction boxes,
manholes, and other appurtenances; said right of ingress and egress to be
exercised by the UNITED STATES OF AMERICA, its representatives, agents, and
contractors in a reasonable manner.

Said cable line is to be maintained and operated as constructed or placed,
namely, at least 36 inches below the surface of said land. Said junction boxes,
manholes, and other appurtenances may be maintained and operated as constructed
or placed, namely, extending to or above the surface of said land.

The party of the first part, for her heirs, administrators, executors,
and assigns, covenants and agrees that she will not permanently remove or
shift the soil or rearrange the contour or permanently change the surface of
said 16 1/2 foot strip of land, by terracing or otherwise, unless 120-day advance
written notice is given to the Base Commander, F. E. Warren Air Force Base,
Wyoming, of the intention to permanently change the surface of said strip,
and thereupon the United States, its representatives, agents, contractors
and assigns will have the right to enter upon said strip within said 120-day
period to lower or adjust said cable and appurtenances as may be necessary.

The party of the second part shall be responsible for future loss or damage
resulting directly from the exercise by the UNITED STATES OF AMERICA, its
representatives, agents, and contractors of the right to maintain, operate,
repair, replace and remove said cable line, junction boxes, manholes, and other
appurtenances, subject to the availability of appropriations for the payment
for such loss or damage.

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Said cable line, junction boxes, manholes, other appurtenances, and equipment constructed or placed by the party of the second part shall remain the property of the UNITED STATES OF AMERICA and may be removed by the UNITED STATES OF AMERICA at any time.

There is reserved to the party of the first part, her heirs, executors, administrators, and assigns all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the right-of-way and easement herein granted, including the right to cultivate and harvest crops within the limits of said 16 1/2 foot strip.

The easement hereby conveyed is subject to oil, gas, and minerals and/or interests therein.

IN WITNESS WHEREOF, the parties hereto have executed this indenture as of the day and year first above written.

Marie K. Scheele
Owner Marie K. Scheele

Owner/Spouse _____

Owner/Spouse _____

Owner/Spouse _____



Witness:
Patricia J. Meade

UNITED STATES OF AMERICA
BY James F. Smeal
JAMES F. SMEAL
Chief, Cheyenne Field Office
Special Projects Branch
Real Estate Division
U. S. Army Engineer District, Omaha
Cheyenne, Wyoming

STATE OF ~~WYOMING~~ }
COUNTY OF Laramie } ss.

On this 1st day of May, 1954, before me James F. Smeal,
Notary Public in and for said county, personally appeared Marie K. Scheele,

to me personally known to be the identical person described in and whose name is affixed to the foregoing instrument as grantor and acknowledged the said instrument to be her voluntary act and deed.

James F. Smeal
Notary Public

My commission expires:

Dec 26 1954

State of Nebraska, Kimball County, as filed for record
on the 29 day of Sept, 2008, at 10:44 AM
Book 62-2R Page 603-605
Cathleen A. Sibal, Kimball County Clerk
By ts

603

Return to:
Generation Energy Inc
19420 Golf Vista Plaza Ste 240
Leesburg VA 20176

F	N.	A
<u>ts</u>	<u>ts</u>	<u>lg</u>

MEMORANDUM OF WIND FARM OPTION AGREEMENT

This is a memorandum of a Wind Farm Option Agreement ("Option Agreement") dated June 19, 2008, between the Dean L. and Elaine M. Scheele Life Estate ("Owner"), as grantor, and Generation Energy, Inc., its successors and assigns ("GEI"), as grantee, pertaining to Owner's Property legally described on attached copy of Exhibit A to the Option Agreement.

The term of the Option Agreement is six (6) years from the date of this Memorandum. The Option is an exclusive option with respect to the Owner's Property for either a Wind Farm Lease Agreement (encompassing all necessary development, construction and operating rights related to a wind farm), or for a Neighbor Easement Agreement for wind non-obstruction, noise and shadow easements.

During the Option Term, no activities related to wind energy project development and construction will be allowed on Owner's Property other than wind energy project development and construction activities conducted by GEI and its affiliates.

Elaine M. Scheele

Name: Elaine M. Scheele

Title: Owner

Date: 8-26-08

STATE OF COLORADO)

COUNTY OF ~~LARIMER~~)

Sedgwick)

SS:

This instrument was acknowledged before me on this 26th day of August, 2008, by Elaine M. Scheele, Owner.

M. C. Carlson
Notary Public

My Commission Expires: 11-23-10
My Commission Number: _____
(SEAL)



604
GEI:

Daniel T. McCrystal

Name: Daniel T. McCrystal

Title: President

Date: 9/9/08

COMMONWEALTH OF VIRGINIA)

COUNTY OF LOUDOUN)


SS:

On this 9th day of SEPTEMBER,
2008, before me appeared Daniel T. McCrystal, to me personally known, who, being by me was
duly sworn and acknowledged that the person is President of Generation Energy, Inc. and that the
person executed the foregoing on behalf of the limited liability company.

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

Shank
Notary Public
Commonwealth of Virginia

My Commission Expires: 10-31-2010
My Commission Number: 313688
(SEAL)

 Margaret Dema-Nam
Notary Public 313688
Commonwealth of Virginia
My Commission Expires October 31, 2010

**EXHIBIT A
PROPERTY DESCRIPTION**

The Owner's Property consists of approximately 627 acres of land in Kimball County in Nebraska as more specifically described below.

(Below, please list acres separately for each marked orientation)

Section:	Orientation:	Acres:
T14N-R54W-S14	ALL	627

627 Total Acres

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**PRE-REGISTRATION BIDDER REQUEST
LIVE AUCTION**

Date: _____

I hereby request approval to participate and bid at the Scheele Family Land Auction. In order to bid and participate in the Live Auction, I acknowledge and agree to the following:

- 1) I have read the **Scheele Family Land Auction** Due Diligence Packet and agree to the terms and conditions of the Live Auction.
- 2) The auction is scheduled for **May 4, 2023 @ 10:30 AM, MT in Kimball, NE.**
- 3) At the close of the auction, if I am the successful bidder, I accept the title commitment and will sign the purchase contract as shown within the above stated Due Diligence Packet and agree to deliver the earnest money deposit to Reck Agri Realty & Auction within 24 hours of the close of the auction.
- 4) By signing below, I am certifying that I have the available funds and/or lender approval and agree to provide Reck Agri Realty & Auction the following:
 - a. Verification of available funds to purchase the property; and/or
 - b. 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) This form may be returned to info@reckagri.com or faxed to 970-522-7365.
- 7) I intend to place bids for this auction: **In-Person** **Online** **Phone/Proxy**

Bidder(s) or Entity requesting approval:

Signature(s):

Bidder #:
(Office Use Only)

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Parcel Information	
Parcel ID:	530015390
Map Number	
State Geo Code	2807-15-0-00000-000-0001
Cadastral #	
Images	Photo #1 Photo #2 Photo #3 Photo #4 Photo #5 Photo #6 Photo #7 Photo #8 Photo #9 Photo #10 Photo #11 Sketch #1
Current Owner:	BIESECKER/DEANNA J(UNDIV 1/2 INT & LONNIE L SCHEELE UNDIV 1/2 INT 17464 CO RD 36 JULESBURG, CO 80737
Situs Address:	3828 ROAD 59 E DIX
Tax District:	5
School District:	POTTER-DIX #9, 17-0009
Account Type:	Agricultural
Legal Description:	15 15 54 ALL 15-15-54 (CARD #37)
Lot Width:	N/A
Lot Depth:	N/A
Total Lot Size:	N/A

Assessed Values				
Year	Total	Land	Outbuilding	Dwelling
2022	\$287,470	\$213,720	\$35,855	\$37,895
2021	\$282,470	\$208,720	\$35,855	\$37,895

Yearly Tax Information		
Year	Amount	Levy
2022	\$4,000.64	1.512677

2022 Tax Levy	
Description	Rate
COUNTY GENERAL	0.45934100
POTTER-DIX #9	0.82247200
DIX RURAL CEMETERY	0.00990500
DIX FIRE	0.04172300
S.P.N.R.D	0.04995000
WNCC	0.10057600
ESU #13	0.01544600
HISTORICAL SOCIETY	0.00221800
AG SOCIETY	0.01104600



Agricultural Land Information					
<u>Soil Symbol</u>	<u>Landuse</u>	<u>LVG</u>	<u>Unit Value</u>	<u>Acres</u>	<u>Total Value</u>
1500	DRY	2D	\$390.00	140.450	\$54,775.00
1508	DRY	4D1	\$290.00	123.530	\$35,825.00
6023	DRY	4D	\$290.00	8.410	\$2,440.00
801	FARM801	801	\$2,725.00	1.000	\$2,725.00
802	FARM802	802	\$310.00	4.640	\$1,440.00
1372	GRAS	4G1	\$335.00	2.070	\$695.00
1500	GRAS	3G	\$335.00	19.960	\$6,685.00
1508	GRAS	4G1	\$335.00	83.910	\$28,110.00
1578	GRAS	4G	\$335.00	14.720	\$4,930.00
6023	GRAS	4G	\$335.00	182.380	\$61,095.00
800	HOME800	800	\$15,000.00	1.000	\$15,000.00
			Total:	582.07	\$213,720.00

Sales Information				
<u>Sale Date</u>	<u>Sale Price</u>	<u>Book & Page</u>	<u>Grantor</u>	<u>Parcel Ids</u>
10/10/2022	\$0.00	83 / 739+	SCHEELE/ELAINE M & DEANNA J BIESECKER CO TRUSTEES DEAN L SCHEELE RESIDUARY TRUST	530009366 530009501 530023822 530015765 530109395 530049376

Property Classification			
Status:	Improved	Location:	Rural
Property Class:	Agricultural	City Size:	No Population
Zoning:		Lot Size:	>160.00 ac.

Residential Datasheet			
Zoning:		Quality:	Fair
Year Built:	1922	Condition:	Badly Worn
Exterior:	100% Frame, Siding, Wood	Style:	100% One Story
Bedrooms:	1	Bathrooms:	1.00
Plumbing Fixtures:	5	Heating/Cooling:	100% Forced Air Furnace
Basement Size:	576 sq. ft	Min Finish:	0 sq. ft
Building Size:	576 sq. ft	Part Finish:	0 sq. ft

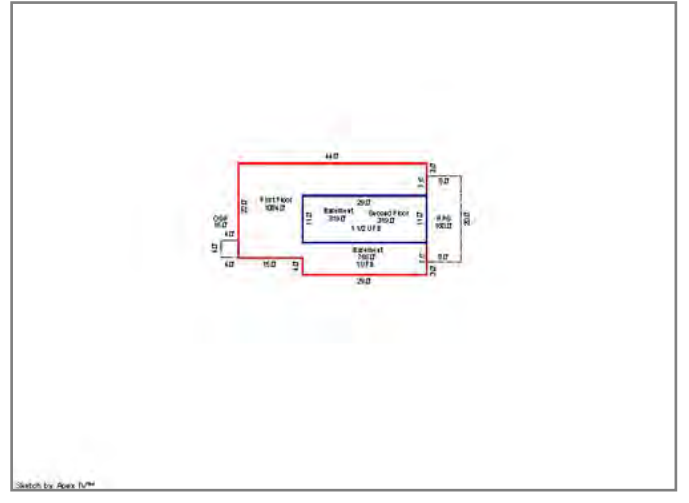


Residential Datasheet			
Zoning:		Quality:	Average
Year Built:	1922	Condition:	Badly Worn
Exterior:	100% Frame, Siding, Wood	Style:	100% 1 1/2 Story Finished
Bedrooms:	3	Bathrooms:	1.00
Plumbing Fixtures:	6	Heating/Cooling:	100% Forced Air Furnace
Basement Size:	1,084 sq. ft	Min Finish:	0 sq. ft
Building Size:	1,403 sq. ft	Part Finish:	0 sq. ft

Dwelling Data		
Description	Units	Value
Floor Allowance	1,403	N/A
Floor Allowance	576	N/A
Open Slab Porch	24	N/A
Open Slab Porch	16	N/A
Raised Slab Porch with Roof	160	N/A
Raised Slab Porch with Roof	56	N/A

Outbuilding Data			
Description	Units	Year Built	Cost
Farm Utility Building	288		\$1,065
Barn, General Purpose	768		\$2,550
Lean-to, Farm Utility	576		\$630
Lean-to, Farm Utility	576		\$630
Lean-to, Farm Utility	384		\$405
Farm Utility Arch-rib, Quon.	1,980		\$4,200
Tool Shed	192		\$350
Farm Utility Building	720		\$2,730
Shed #1	50		\$50
Farm Utility Building	169		\$330
Pump House #12	50		\$50
Detached Garage	1,470		\$13,535
Detached Garage	1,008		\$9,330

Photo/Sketch





Parcel Information	
Parcel ID:	530109395
Map Number	
State Geo Code	2807-26-0-00000-000-0003
Cadastral #	
Images	Photo #1 Photo #2 Photo #3 Photo #4 Photo #5
Current Owner:	BIESECKER/DEANNA J(UNDIV 1/2 INT & LONNIE L SCHEELE UNDIV 1/2 INT 17464 CO RD 36 JULESBURG, CO 80737
Situs Address:	
Tax District:	5
School District:	POTTER-DIX #9, 17-0009
Account Type:	Commercial
Legal Description:	26 15 54 BOURLIER ADDITION LOT 3 26-15-54 (CARD #52C)
Lot Width:	N/A
Lot Depth:	N/A
Total Lot Size:	1.00

Assessed Values				
Year	Total	Land	Outbuilding	Dwelling
2022	\$6,090	\$500	\$5,590	\$0
2021	\$6,090	\$500	\$5,590	\$0

Yearly Tax Information		
Year	Amount	Levy
2022	\$85.62	1.512677

2022 Tax Levy	
Description	Rate
COUNTY GENERAL	0.45934100
POTTER-DIX #9	0.82247200
DIX RURAL CEMETERY	0.00990500
DIX FIRE	0.04172300
S.P.N.R.D	0.04995000
WNCC	0.10057600
ESU #13	0.01544600
HISTORICAL SOCIETY	0.00221800
AG SOCIETY	0.01104600

Sales Information				
Sale Date	Sale Price	Book & Page	Grantor	Parcel Ids
10/10/2022	\$0.00	83 / 739+	SCHEELE/ELAINE M & DEANNA J BIESECKER CO TRUSTEES DEAN L SCHEELE RESIDUARY TRUST	530009366 530009501 530023822 530015765 530109395 530049376

Property Classification

Status:	Improved	Location:	Rural
Property Class:	Commercial	City Size:	No Population
Zoning:		Lot Size:	10,000-20,000 sq. ft.

Land Information

<u>Lot Width (ft)</u>	<u>Lot Depth (ft)</u>	<u>Description</u>	<u>Lot Size</u>
0.00	0.00	1 LOT(S)	1.00

Outbuilding Data

<u>Description</u>	<u>Units</u>	<u>Year Built</u>	<u>Cost</u>
North COOP 7 rings	6,785		\$2,795
South COOP Bin 7 rings	6,785		\$2,795

Photo/Sketch





Parcel Information	
Parcel ID:	530015765
Map Number	
State Geo Code	2807-27-0-00000-000-0014
Cadastral #	
Images	Photo #1 Photo #2 Photo #3 Photo #4 Photo #5
Current Owner:	BIESECKER/DEANNA J(UNDIV 1/2 INT & LONNIE L SCHEELE UNDIV 1/2 INT 17464 CO RD 36 JULESBURG, CO 80737
Situs Address:	
Tax District:	5
School District:	POTTER-DIX #9, 17-0009
Account Type:	Commercial
Legal Description:	27 15 54 LOT 7 IN E1/2 SE1/4 LESS TRACT 30' X33' 27-15-54 (CARD #69) KIMBALL GRAIN CO-OP - DIX
Lot Width:	N/A
Lot Depth:	N/A
Total Lot Size:	6509.94 sq ft

Assessed Values				
Year	Total	Land	Outbuilding	Dwelling
2022	\$2,020	\$325	\$1,695	\$0
2021	\$2,020	\$325	\$1,695	\$0

Yearly Tax Information		
Year	Amount	Levy
2022	\$28.40	1.512677

2022 Tax Levy	
Description	Rate
COUNTY GENERAL	0.45934100
POTTER-DIX #9	0.82247200
DIX RURAL CEMETERY	0.00990500
DIX FIRE	0.04172300
S.P.N.R.D	0.04995000
WNCC	0.10057600
ESU #13	0.01544600
HISTORICAL SOCIETY	0.00221800
AG SOCIETY	0.01104600

Sales Information				
Sale Date	Sale Price	Book & Page	Grantor	Parcel Ids
10/10/2022	\$0.00	83 / 739+	SCHEELE/ELAINE M & DEANNA J BIESECKER CO TRUSTEES DEAN L SCHEELE RESIDUARY TRUST	530009366 530009501 530023822 530015765 530109395 530049376

Property Classification			
Status:	Improved	Location:	Rural
Property Class:	Commercial	City Size:	No Population
Zoning:		Lot Size:	<10,000 sq. ft.

Land Information			
Lot Width (ft)	Lot Depth (ft)	Description	Lot Size
0.00	0.00	6,509.94 SQ. FEET	6509.94 sq ft

Outbuilding Data			
Description	Units	Year Built	Cost
BUTLER 6 RINGS EAST END	3,270		\$440
BUTLER 6 RINGS MIDDLE	3,270		\$440
BUTLER 6 RINGS WEST OF 3	3,270		\$440
EVER NORMAL 4 RINGS	1,945		\$125
EVER NORMAL MIDDLE	1,945		\$125
EVER NORMAL	1,945		\$125

Photo/Sketch	



Parcel Information	
Parcel ID:	530049376
Map Number	
State Geo Code	2813-00-0-10011-000-0004
Cadastral #	
Images	Photo #1
Current Owner:	BIESECKER/DEANNA J(UNDIV 1/2 INT & LONNIE L SCHEELE UNDIV 1/2 INT 17464 CO RD 36 JULESBURG, CO 80737
Situs Address:	
Tax District:	65
School District:	KIMBALL #1, 53-0001
Account Type:	Commercial
Legal Description:	YOUNG'S SUBDIVISION LOT 4 (CARD #4)
Lot Width:	80.00
Lot Depth:	135.00
Total Lot Size:	10800.00 sq ft

Assessed Values				
Year	Total	Land	Outbuilding	Dwelling
2022	\$6,020	\$1,945	\$4,075	\$0
2021	\$6,020	\$1,945	\$4,075	\$0

Yearly Tax Information		
Year	Amount	Levy
2022	\$124.26	2.170592

2022 Tax Levy	
Description	Rate
COUNTY GENERAL	0.45934100
KIMBALL #1	1.04000000
BUSHNELL-JOHNSON FIRE	0.04206000
BUSHNELL VILLAGE	0.44995500
S.P.N.R.D	0.04995000
WNCC	0.10057600
ESU #13	0.01544600
HISTORICAL SOCIETY	0.00221800
AG SOCIETY	0.01104600

Sales Information				
Sale Date	Sale Price	Book & Page	Grantor	Parcel Ids
10/10/2022	\$0.00	83 / 739+	SCHEELE/ELAINE M & DEANNA J BIESECKER CO TRUSTEES DEAN L SCHEELE RESIDUARY TRUST	530009366 530009501 530023822 530015765 530109395 530049376

Property Classification

Status:	Improved	Location:	Urban
Property Class:	Commercial	City Size:	101-799
Zoning:		Lot Size:	10,000-20,000 sq. ft.

Land Information

<u>Lot Width (ft)</u>	<u>Lot Depth (ft)</u>	<u>Description</u>	<u>Lot Size</u>
80.00	135.00	80.00 x 135.00 FEET	10800.00 sq ft

Outbuilding Data

<u>Description</u>	<u>Units</u>	<u>Year Built</u>	<u>Cost</u>
Steel Bin, without Drying, 15' - 29' Dia	2,725		\$1,150
Steel Bin, without Drying, 15' - 29' Dia	2,725		\$1,150
Steel Bin, without Drying, 15' - 29' Dia	2,725		\$1,150
Steel Bin, without Drying, 15' - 29' Dia	2,180		\$625

Photo/Sketch

