

**DUE DILIGENCE PACKET
CHESTER & NORINE STEWART
ESTATE RANCH &
EQUIPMENT AUCTION
September 28, 2023
**REVISED & PRINTED:
September 27, 2023****

CHESTER & NORINE STEWART ESTATE RANCH & EQUIPMENT AUCTION

Lincoln County, Nebraska

TO BE SOLD AT

MULTI PARCEL AUCTION with RESERVE

ON

Thursday, September 28, 2023

1:30 PM, CT

Lincoln County Fairgrounds

North Platte, 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: After being in their family for over 104 years, the Chester & Norine Stewart Family is selling their ranch located 12± miles northeast of North Platte, NE in Lincoln County. Not only will the sandhill ranch with pivot irrigation be offered for sale, but also their ranch haying and misc. equipment. This multi parcel auction provides the opportunity to purchase parcels of various sizes or the single unit to add to your current operation or have as a stand alone unit. Once sold, this opportunity to purchase may not be available for generations.

AUCTION PROCEDURE: The "CHESTER & NORINE STEWART ESTATE RANCH AUCTION" is a land auction with RESERVE. The Stewart property to be offered as a "MULTI PARCEL" Auction in 3 Parcels, 1 Combo, and as a Single Unit. The parcels, combo, and single unit will be offered in the sale order as stated within the brochure. The parcels, combos, and single unit will compete to determine the highest aggregate bid(s). Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

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 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.

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 October 27, 2023. Closing to be conducted by Title Services of the Plains and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by Warranty Deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record. Title commitments are available for review within the 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.

POSSESSION: Possession of property upon closing, subject to the current grazing leases.

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

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

REAL ESTATE TAXES: 2023 Real Estate Taxes due in 2024 to be paid by Seller, at closing. The taxes paid by Seller at closing will be based on the previous years taxes and are considered final payment.

FSA DETERMINATION: FSA base acres and yields to pass with the Parcels, Combo, or Single 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. In some areas, the fences do not follow the property line.

ACCESS EASMENT: Seller has granted an access easement across Parcel #1A to the Nebraska Board of Educational Lands and Funds to access their property as shown on Pages 49-51. In return the Nebraska Board of Educational Lands and Funds , has granted an access easement across their property to the Seller to access Parcel #1B & #2 as shown on Pages 52-54.

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.

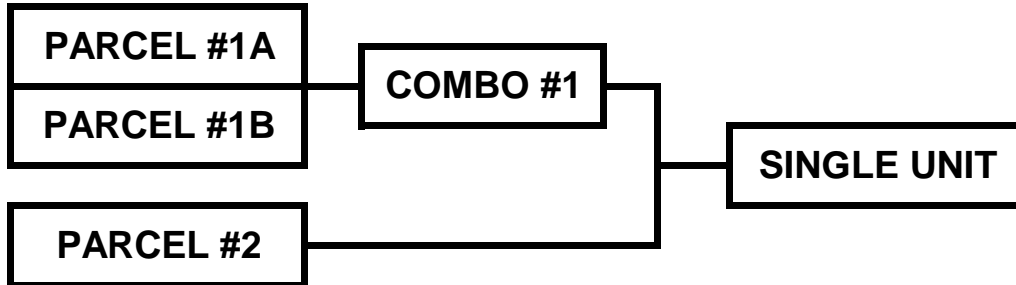
MULTIPLE PARTY BID: If several parties go together and collectively bid on parcel(s) and the Multiple Party Bid is the highest bid, at the conclusion of the auction each party within the Multiple Party Bid shall identify and agree to sign separate contract(s), pay for their respective separate parcel(s)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



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

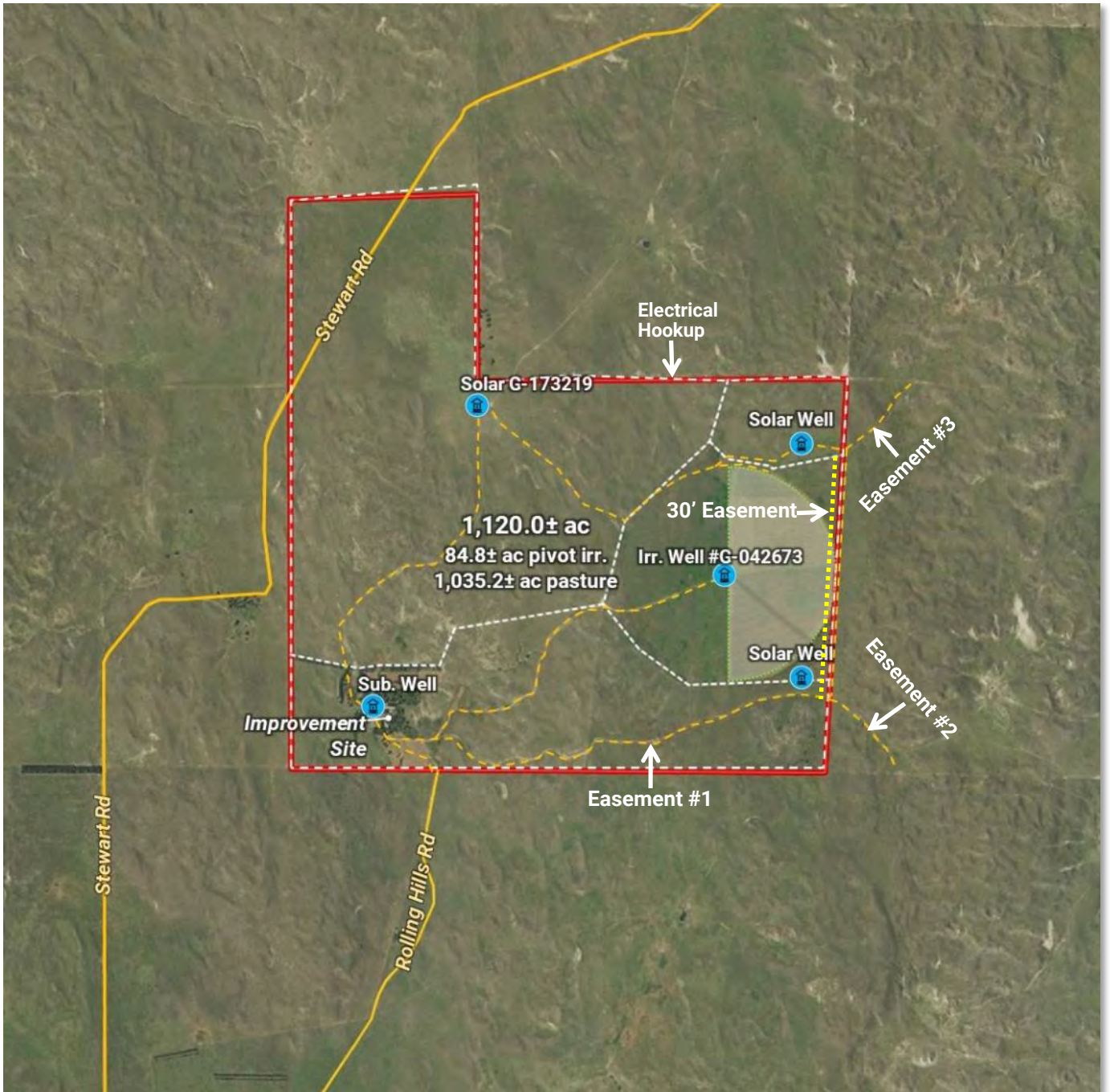
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Location Map



**Parcel
#1A**

Parcel Map



Parcel Information



**Parcel
#1A**

Legal Description:

SE1/4 of Section 27, E1/2 of Section 34 and All of Section 35, Township 15 North, Range 10 West of the 6th PM, Lincoln County, NE.

See Pages 37-39 for legal description, title commitment, and title exceptions.

Acreage:

1,035.2± Ac Pasture

84.8± Ac Pivot Irrigated

1,120.0± TOTAL

Land Tenure:

See Soils Map on Page 16.

Taxes & Assessments:

2022 real estate taxes paid in 2023 were: \$17,023.54.

FSA Information:

FSA bases: 84.5 ac wheat w/ 48 bu PLC yield, 180 ac corn w/ 119 bu PLC yield.

Irrigation Water & Equipment:

Irrigation Well Permit #G-042673 – 171.34 Twin Platte NRD certified irrigated acres. Equipment includes 12 tower Gifford Hill pivot, 6068 JD diesel irrigation motor, Amarillo gearhead, generator and 2,000 gallon fuel tank. See Pages 17-21 for copy of well permit and well log, irrigation well flow test and application for Certified Irrigated Acres.

Submersible well at Improvement Site.

Solar well #G-173219 w/ tank. See Pages 22-23 for copy of well permit. Solar well w/ tank.

Improvement Site:

Corrals, 2—uninhabitable homes, 50' x 120' slant wall metal machine shed w/ cement floor.

Comments:

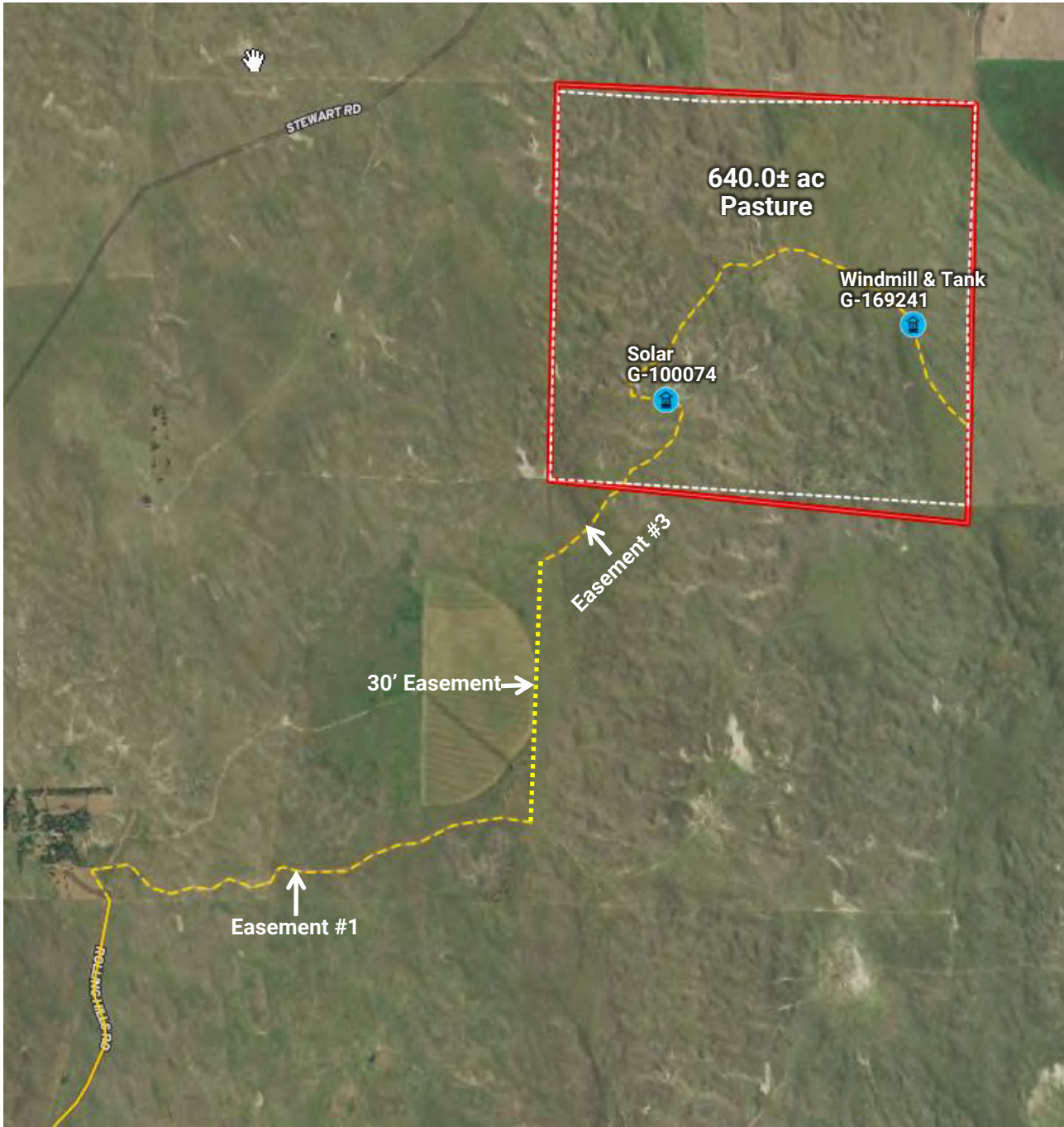
Perimeter fenced—cross fenced into 4 pastures. **Property to be sold subject to the following, 1.) 30' access easement granted to Nebraska Board of Education Lands and Funds as shown on Pages 49-51; 2.) If Parcel #1A sells separately from Parcel #1B, the same aforesaid easement to be conveyed plus an 30' access easement along the east property line to the north easement to Parcel #1B, and if Parcel #1A sells separately from #2, the same aforesaid easement to be conveyed to the east property line.**

Custer Public Power District has installed underground electric line near the north property line. There is a connection box with 3 phase available. A connection is available subject to the size of your usage and available capacity within the line.



**Parcel
#1B**

Parcel Map



Parcel Information



**Parcel
#1B**

Legal Description:

All of Section 25, Township 15 North, Range 29 West of the 6th PM, Lincoln County, NE.
See Pages 40-43 for legal description, title commitment, and title exceptions.

Acreage:

640.0± Ac Pasture

Taxes:

2022 real estate taxes paid in 2023 were: \$6,017.82.

Water & Equipment:

1 Windmill & tank, Permit #G-169241. See Pages 24-25 for copy of well permit.
Solar well with tank, Permit #G-100074. See Pages 26-27 for copy of well permit.

Comments: Perimeter fenced. If Parcel #1A sells separately from Parcel #1B, the easement as described in Parcel #1A, plus the 30' easement along the east line of Parcel #1A, and the easement as described on Pages 49-51 to be conveyed to buyer.



**Combo
#1**

Combo Map



Combo Information



Legal Description:

See Parcels #1A & #1B.

Acreage:

1,675.2± Ac Pasture
84.8± Ac Pivot Irrigated

1,760.0± TOTAL

Land Tenure:

See Parcel #1A.

Taxes & Assessments:

2022 real estate taxes paid in 2023 were: \$23,041.36.

FSA Information:

See Parcel #1A.

Irrigation Water & Water Equipment:

See Parcels #1A & #1B.

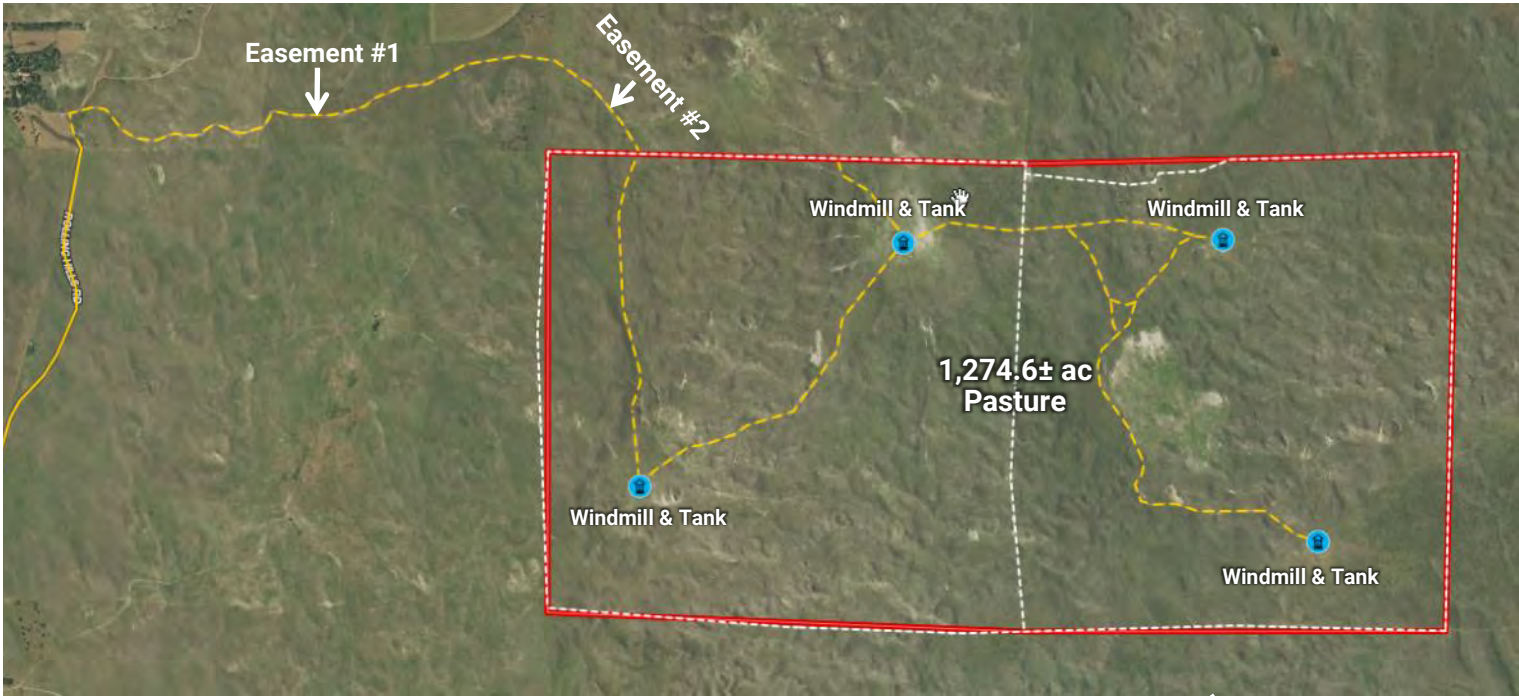
Comments:

See Parcels #1A & #1B.



**Parcel
#2**

Parcel Map



Parcel Information



**Parcel
#2**

Legal Description:

All of Section 1, Township 14 North Range 29 West and All of Section 6, Township 14 North, Range 28 West of the 6th PM, Lincoln County, NE.

See Pages 44-47 for legal description, title commitment, and title exceptions.

Acreage:

1,274.6± Ac Pasture

Taxes:

2022 real estate taxes paid in 2023 were: \$11,804.86.

Water & Equipment:

4 windmills w/ tanks.

Comments:

Perimeter fenced; cross fenced into 2 pastures. If Parcel #1A sells separately from Parcel #2, the easement as described in Parcel #1A plus the easement as described on Pages 51-52 to be conveyed to buyer.



Single Unit

Single Unit Map



Single Unit Information



Legal Description:

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

Acreage:

2,949.8± Ac Pasture
84.8± Ac Pivot Irrigated
<hr/>
3,034.6± TOTAL

Land Tenure:

See Parcel #1A.

Taxes & Assessments:

2022 real estate taxes paid in 2023 were: \$34,846.22.

FSA Information:

See Parcel #1A.

Irrigation Water & Water Equipment:

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

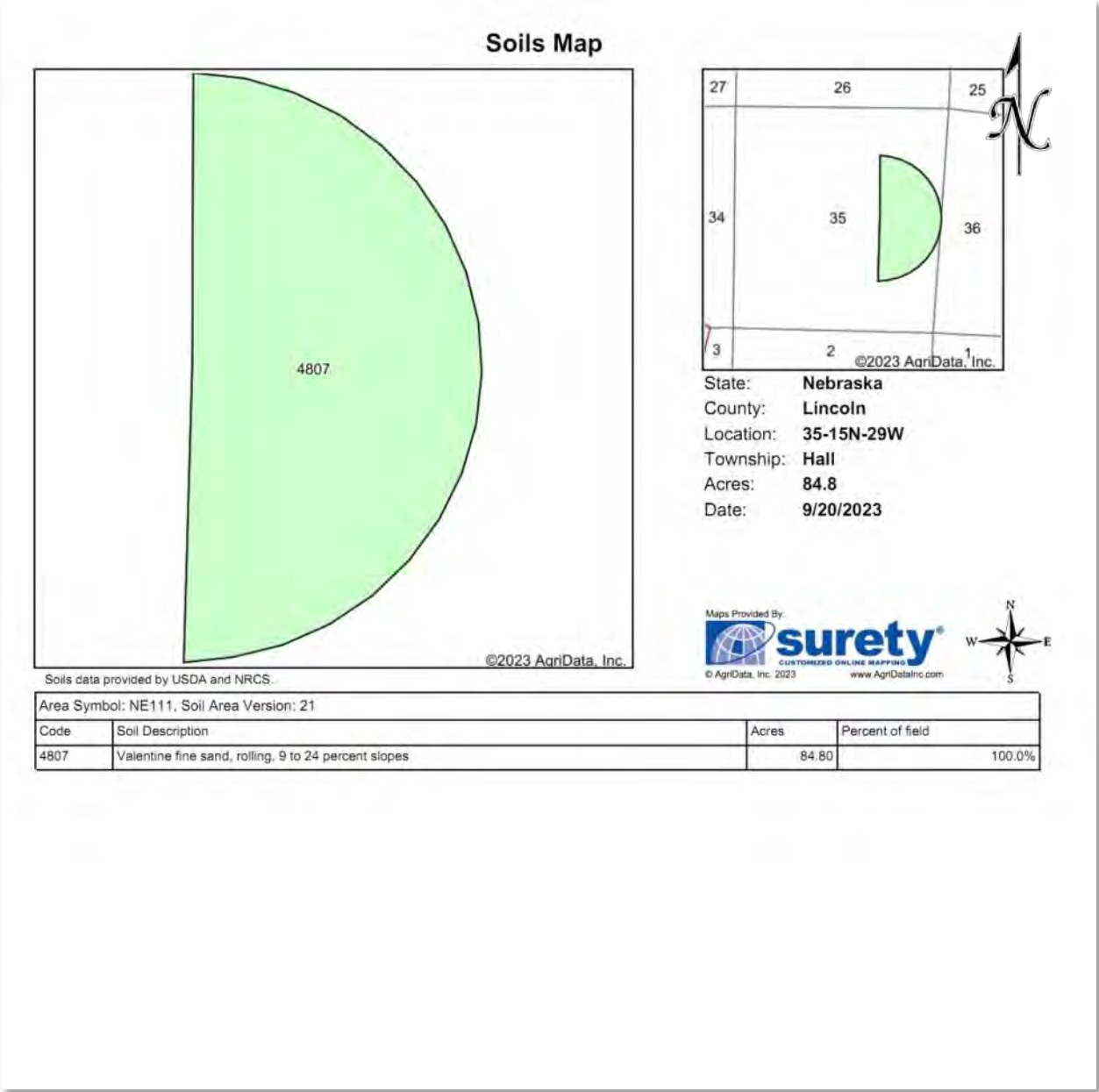
Comments:

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



**Parcel
#1A**

Soils Map





Registration No. G-42673 County of Lincoln Date Filed December 2, 1974

STATE OF NEBRASKA
IRRIGATION WELL REGISTRATION

I, Chester A Stewart of McCook Neb.
(Name of Person registering well) (Postoffice Address)

County of Red Willow State of Nebraska, do hereby certify:

1st. That the name of the owner of the land upon which the irrigation well is located is Chester A. Stewart, of 601 W 12 (Q. 1622) Street, McCook County of Red Willow State of Nebraska
(City or Village)

2nd. That the irrigation well is located on the S.W. Quarter of the N.E. Quarter of Section 35 Township 15, Range 29 of the Sixth P. M., Lincoln County, and is feet from the line and feet from the line of said tract.

3rd. That the well was installed with the intention of irrigating all or parts of the following described land: All quarters 35-15-29
(Give Quarter, Section, Township and Range)

amounting in all to approximately 1.80 acres.

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

4th. That the capacity of said well under normal operating conditions is 1050 gallons per minute.

5th. That the depth of the well is 198 feet, measured from the surface of the ground.

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

7th. That the static water level in the well is 58 feet below ground surface.

8th. That the depth to water under normal pumping conditions is 65 feet below ground surface.
(Pumping Level)

9th. That the diameter of the pump column is 8.5/8 inches. That the diameter of the 5 bowl or bowls is 12 inches.
(Give number of bowls)

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

Western Land Roller Pump 5 stage 12 B.H. 30

11th. That the well was completed on or about the 9 day of Nov., 1974

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

13th. That the driller of this well is Sargent Irrigation Co., Inc., whose address is

P.O. Box 370 Gothenburg, Nebraska 69138

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

....., whose address is

15th. That the relation which the subscriber to this instrument bears to said registrant is that of

S. and M. L. P.
(State whether owner, tenant or agent for land on which well is located)

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

Signed: Charles A. Stewart

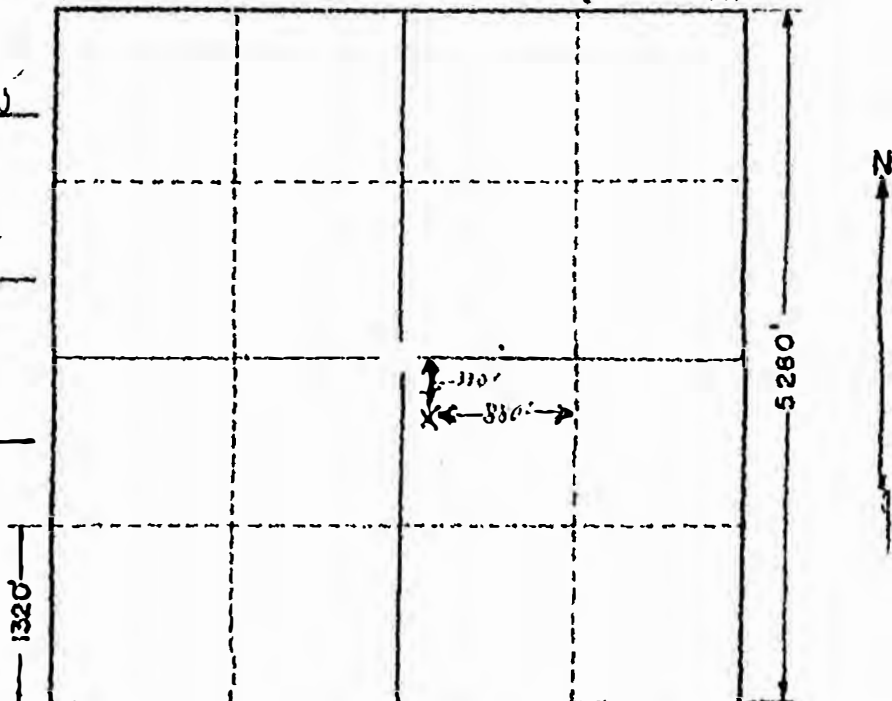
Dated: 11-26-74

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

Section No. 35

Township 15

Range 29



Each small subdivision is a 40-acre tract.

State of Nebraska

Department of Water Resources

} 55.

This instrument was filed for record at 10 o'clock A.M., on the 2nd day of December, 1974

M. E. Ball
Director of Water Resources

Registration No. G-42673.....County of.....Lincoln.....Date Filed.....December 2, 1974.....

STATE OF NEBRASKA
CERTIFICATE OF WELL DRILLER

I, Sargent Irrigation Co. of P.O. Box 370 Gothenburg
(Name of Driller) (Postoffice Address)

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

1. I am the driller of a well located on the..... Quarter, Section No.....
Township..... North, Range....., owned by.....
whose postoffice address is..... State of.....

2. That the drilling was begun on the 2 day of AUGUST, 1974, and completed on
the 2 day of August, 1974.

8. That the well is cased and screened in the following manner: Well 198 ft. deep 16" .219
(Give kind of casing, lengths and position of plain end
steel wall casing 133 ft. D&F 65 ft. plain
screen casing, weight of metallic casing, etc.)

4. That the diameter of drilled hole is 50 inches.

5. That reverse circulation type of drilling machinery was used.

6. That the drilled hole is/is not sealed, as follows: is not sealed

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

DEPTH IN FEET		MATERIAL DRILLED
FROM	TO	
0	20	Sand and clay
20	40	Sand
40	55	Clay and sand
55	98	Fine gravel
98	100	Clay
100	175	Med. gravel
175	188	Clay
188	216	Fine gravel
216	225	Clay
225	240	Coarse sand

Date Signed: Dec 1 9 1974



TWIN PLATTE
NATURAL RESOURCES DISTRICT

Irrigation Well Flow Test Results

Irrigation Company: Sargent Irrigation Co. Date Tested: 10-9-2019
Person completing the Test: Rich Trumbo

Well Owner Name: Rod + Peggy Calvin
Address: 10921 East Rolling Hills Road North Platte NE 69101
Phone: _____ # of Acres in the field being Irrigated: 171.341

Legal Description: SW/4E Sec 35 T15N R29W County: Lincoln

Lat Long (Decimal Degrees): N41-13-39.7 W100-36-23.6 Well Registration #: G-042673

Type of Power Unit: Electric: _____ Electricity Provider: _____
Diesel: x Does unit have an hour meter: Yes Does it work: Yes
Propane: _____ Does unit have an hour meter: _____ Does it work: _____
Pivot: x Flood: _____ Other type of Irrigation: _____

Pumping Rate: (Gallons Per Minute): Please fill in the rate for the appropriate system in its current position when arriving at the well. If there is the ability to override the controls (end gun, swing arm) to get other readings it would be beneficial but not required. Only do the extra readings if it can be done in a timely manner and as efficiently as possible. If there's a special condition on site, please note to the side.

Rate: Pivot only, swing arm and end gun off: 943 GPM
Rate: Pivot and swing arm on, end gun off: _____
Rate: Pivot with end gun on, swing arm off: _____
Rate: Pivot with swing arm and end gun on: _____
Rate: Flood or other type of Irrigation: _____

Please e-mail to gbowers@tpnrd.org or mail to Twin Platte NRD PO Box 1347 North Platte NE 69103-1347

wf.

08102009 - 49972 - MOD (FCI)

Department of Natural Resources

RECEIVED

AUG 10 2009

DEPARTMENT OF NATURAL RESOURCES

APPLICATION FORM Certified Irrigated Acres

Landowner Name: <u>Rod + Peggy Calvin (95690)</u> Address: <u>10921 East Rolling Hills Rd.</u> City: <u>NORTH PLATTE</u> State: <u>NE</u> Zipcode: <u>69101</u>	Contact Person (Operator / Legal Representative / etc.) Name: <u>N/A</u> Address: <u>N/A</u> City: <u>N/A</u> State: <u>N/A</u> ZipCode: <u>N/A</u>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------

1. Field Information:

Legal Description (to nearest 1/4 section) of irrigated parcel

15 29 35 All

County: LINCOLN

4. Well Information:

Used to irrigate this parcel of land

Reg Well Pump Rate T- R- S- SS- Direction

<u>G-042673</u>	<u>1050</u>	<u>15-29-35-SWNE</u>		
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Note: Pump Rate is in Gallons/Minute

well 1,554 ft West
Footage: 2,752 ft South of Section Lines

2. Aerial Photograph: Attached

3. Size of Irrigated Parcel of Land: 171.341 Acres



Check the box if you agree with the foregoing figure. If you do, this figure will represent the "certified irrigated acres" for this parcel of land.

5. Source of Irrigation Water Other than Ground Water, if any: _____ (If none, please write N/A)

6. Historical Documentation of Irrigated Acres:

A. Dispute: If you dispute the size of irrigated parcel of land as set forth above provide, the _____ figure that you believe should be considered your "certified irrigated acres".

Please attach to this Application Form your historical documentation of Irrigated Acres (i.e., FSA, County Assessor, or crop insurance records) to support your figure.

OR

B. Well Use Documentation: Please attach irrigated crop history for lands not irrigated within last 5 years, but which were irrigated within the last 15 consecutive years, if you intend to use an existing ground water well to irrigate such lands in the future.

7. Documentation of Irrigated Acres as of July 1, 2004: See attached aerial photograph

Rod D. Calvin

Landowner / Legal Representative Signature

6-15-09

Date

Operator Signature

Date

TPNRD Representative Signature

Date

I recognize that this form also serves as a Nebraska Department of Natural Resources form and acknowledge that a copy of this form may be sent to the Department. I agree that this form shall serve as notification to the Department that any recorded water well information that is inconsistent with the information reflected in this form should be revised in accordance with the information on this form. For any registered well that is identified on this form, the Department may use the information herein to process a change of well ownership, a change in pump capacity, a change in use, a change in the location of the well or of the use of the water from the well, a change in number of acres irrigated by the well, or any other change relative to the registered well data base for that well. The Department shall not collect a fee for the filing of this form.

For Office Use Only: 152935DB

Year this land was first irrigated 1974

Well Registration or Area Permit

Fee Paid: \$70.00 HHSS Fee: \$30.00
 DNR Cash Fund: \$18.50 WWDF: 21.50
 Billing ID: 47420

Source: Nebraska On Line Import Status: Accepted Use: Livestock Owner ID: 127945
 Import ID: 14072459093460 Status: Active Registered Well Decommission Date: — Registration Number: G-173219
 Well ID: 233756 NRD: Twin Platte Registration Date: 8/8/2014
 Last Change User: pbonebright Call Up Code: — Call Up Date: — Last Change Date: 8/8/2014

Owner:

ContactID	Type	SeqNum	Begin Date	End Date	Name
Display 127945	Owner	1	8/8/2014		Stewart, Dale

Well Permit #G-173219



Contractor:

Certificate ID	FirstName	LastName
39021	Gordon A	Petersen

Drilling Firm:

EmployerID	Employer
249252	Beveridge Well Drilling, Inc.

- A. Well Location: NE1/4NE1/4 of Section 34
 Township 15 North, Range 29 (West E/W), Lincoln County
- B. Natural Resource District: Twin Platte
 Latitude Longitude
 Well GPS Coordinates: 41° 14' 02.90" -100° 37' 11.00" GPS Required
 Lat/Long DD 41.23414 -100.61972
- C. The well is: 374 feet from the N Section line and 72 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 as above
- 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
234602			No	No				7/22/2014				PRO Single Project		WellID RegCD StartDate EndDate 233756 G-173219 7/22/2014

Permits

	Aprvd Date(s)	SWater App Code	Aprvd Date(s)
Area Permit	— — —	Industrial	— — —
GeoPermit	— — —	Transfer	— — —
MWF	— — —	SWater Conduct Code	— — —
WSP	— — —	Other	— — —
HHSS	—	ITN	— —
HHSS PWS ID	—		
NDEQ	—		

5. Purpose of Well Livestock
 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 3/1/1963
- C. Abandoned well last operated 7/22/2014 D. Replacement well is 89 feet from abandoned well.
- E. Original well pump column size: — inches.
- F. Original water well decommissioned 7/22/2014
 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 as above

Decommission Information

Decommission Date: ___ By

8. 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
39021	Gordon A	Petersen	Beveridge Well Drilling, Inc.

C. Pumping Rate 4 gallons per minute. D. Pumping water level 69 feet.
E. Drop pipe diameter 2.5 inches. F. Length of pipe 104 in feet.
G. Pump equipment installed: 7/22/2014 H. Pump Brand/Type Midwest
I. Will this well be used to pump 50 gpm or less? Yes

9. Well Construction Information

A. Total well depth: 175 feet. B. Static water level 68 feet.
C. Well Construction began: 7/22/2014 D. Well Construction Completed: 7/22/2014
E. Bore hole diameter in inches. Top 9 Bottom 9
F. Casing and Screen Joints are: Glued Other Joints description: ___
H. Total Estimate Capacity of Well 4 gallons per minute. I. Pumping water level at capacity: 69 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*	Case/Screen	InsideDiam	OutsideDiam	CaseThickness	ScrnSlotSize	Material	ScreenTname
2337560	155		casing	4.033	4.5	0.173		pvc	eagle
233756155	175		screen	4.016	4.5	0.214	0.016	pvc	eagle

* are in Feet, all else is in inches

11. Grout and Gravel Pack

Record Count = 2

WellID	FromDepth	ToDepth	Grout/Gravel Material	Description ¹	Quantity	Gravel ² Volume & Type	Grout ³
2337560	10		grout	3/8 hole plug		0.12 cu. yds.	
23375610	175		gravel	3/8 armor	1.98 cu. yds.		

* 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
2337560	20		Top Soil	Soft	Tan		
23375620	40		Clay	Dense/Stiff	Gray		
23375640	78		Sand with Clay/Silt	Soft	Gray		
23375678	175		Gravel	Loose	Red		

* are in Feet.

Well Registration or Area Permit

Fee Paid: \$70.00 HHSS Fee: \$30.00
 DNR Cash Fund: \$18.50 WWDF: 21.50
 Billing ID: 41992

Source: Nebraska On Line Import Status: Accepted Use: Livestock Owner ID: 124947
 Import ID: 138125404916023 Status: Active Registered Well Decommission Date: — Registration Number: G-169241
 Well ID: 227388 NRD: Twin Platte Registration Date: 10/9/2013
 Last Change User: hsparks Call Up Code: — Call Up Date: — Last Change Date: 10/9/2013

Owner:

Contact ID	Type	SeqNum	Begin Date	End Date	Name
Display 124947	Owner 1		10/9/2013		Stewart Family LLC,

Well Permit #G-169241



Contractor:

Certificate ID	FirstName	LastName
39021	Gordon A	Petersen

Drilling Firm:

EmployerID	Employer
249252	Beveridge Well Drilling, Inc.

- A. Well Location: NE1/4SE1/4 of Section 25
 Township 15 North, Range 29 (West E/W), Lincoln County
- B. Natural Resource District: Twin Platte
- Well GPS Coordinates: 41° 14' 27.00" -100° 34' 58.70" GPS Required
 Lat/Long DD 41.24083 -100.58297
- C. The well is: 2507 feet from the S Section line and 784 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 as above
- 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								
227064				No	No				10/1/2013				PRO	Single Project	<table border="1"> <tr> <th>WellID</th> <th>RegCD</th> <th>StartDate</th> <th>EndDate</th> </tr> <tr> <td>227388</td> <td>G-169241</td> <td>10/1/2013</td> <td></td> </tr> </table>	WellID	RegCD	StartDate	EndDate	227388	G-169241	10/1/2013	
WellID	RegCD	StartDate	EndDate																				
227388	G-169241	10/1/2013																					

Permits

	Aprvd	Date(s)		Aprvd	Date(s)
Area Permit	—	—	SWater App Code	—	—
GeoPermit	—	—	Industrial	—	—
MWF	—	—	Transfer	—	—
WSP	—	—	SWater Conduct Code	—	—
HHSS	—	—	Other	—	—
HHSS PWS ID	—	—	ITN	—	—
NDEQ	—	—			

5. Purpose of Well Livestock

Other Use —
 Notes —

7. Replacement well information.

Well Considered a replacement by NRD(WellID, RegCD)

- A. Is this well a Replacement well? No Repl No — 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 — D. Replacement well is — feet from abandoned well.
- E. Original well pump column size: — inches.
- F. Original water well decommissioned —
 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:

Decommission Information

Decommission Date: By

8. 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
39021	Gordon A	Petersen	Beveridge Well Drilling, Inc.

C. Pumping Rate 4 gallons per minute. D. Pumping water level 58 feet.
 E. Drop pipe diameter 2.5 inches. F. Length of pipe 84 in feet.
 G. Pump equipment installed: 10/1/2013 H. Pump Brand/Type Midland
 I. Will this well be used to pump 50 gpm or less? Yes

9. Well Construction Information

A. Total well depth: 158 feet. B. Static water level 57 feet.
 C. Well Construction began: 10/1/2013 D. Well Construction Completed: 10/1/2013
 E. Bore hole diameter in inches. Top 9 Bottom 9
 F. Casing and Screen Joints are: Glued Other Joints description:
 H. Total Estimate Capacity of Well 4 gallons per minute. I. Pumping water level at capacity: 58 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*	Case/Screen	InsideDiam	OutsideDiam	CaseThickness	ScrnSlotSize	Material	ScreenTname
2273880	138		casing	4	4.5	0.25		PVC	EAGLE
227388138	158		screen	4	4.5	0.25	0.016	PVC	EAGLE

* are in Feet, all else is in inches

11. Grout and Gravel Pack

Record Count = 2

WellID	FromDepth*	ToDepth*	Grout/Gravel	Material	Description ¹	Quantity	Gravel ² Volume & Type	Grout ³
2273880	10		grout	BENTONITE			3.32CUBIC FEETHOLE PLUG	
22738810	158		gravel	ARMOUR COAT		49.136CUBIC FEET		

* 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
2273880	5		Top Soil	Loose	Brown	
2273885	70		Sand with Clay/Silt	Loose	Tan	
22738870	158		Gravel	Loose	Red	

* are in Feet.

Well Permit #G-100074



SURCES

CAN

Registration Date 4-1-1999 Sequence No. 117044 Registration No. G-100074
 Owner Code No. 32930 Receipt No. 100897 Yumm Water NRD

1. Well Owner Red Calvin Telephone Number (308) 531-0609
 Address RR3 BOX 2107
 City NP State NE Zip Code 69101

2. Drilling Firm REVERI, ME WELL DRILLING INC Telephone Number ()
 Address 2102 Rodao Rd. 308-532-2344 Contractor's License No. 39021
 City NORTH PLATTE, NE 69101 State NE Zip Code 69101

3. Permit Number(s) _____

4. Purpose of well (Indicate one): Dewatering (over 90 days) Domestic Geothermal Ground Heat Exchanger
 Ground Water Source Heat Pump Industrial Injection Irrigation Livestock Monitoring
 Observation Public Water Supply (with species (44-630)) Public Water Supply (without species) Recovery Aquaculture
 Other _____
 (Indicate use)

5. Replacement and abandoned well information.
 A. Is this well a replacement well? Yes No B. Registration number of abandoned well: _____
 C. Replacement well is _____ feet from abandoned well. D. Abandoned well last operated _____, 19____
 E. Original well pump column size: _____ inches. F. Completion of original well abandonment on _____, 19____
 G. Location of water use of abandoned well: _____

6. A. Well location: SE 1/4 of the SW 1/4 of Section 25, Township 15 North, Range 29 East/West Lincoln County.
 B. The well is 1060 feet from the (North of South) section line and 1850 feet from the (East of West) section line.
 (Circle one) (Circle one)
 C. Street address or block, lot and subdivision, if applicable: _____
 D. Location of water use, if applicable (give legal description): _____
 E. If for irrigation, the land to be irrigated is _____ acres.
 F. Well reference letter(s), if applicable: _____

7. Pump Information.
 Is pump installed at this time? Yes No
 If yes, complete items A through F.
 If no, complete items A and D with estimated information for those wells in which pump will be installed.
 A. Actual pumping rate, if applicable: 4 gallons per minute. Measured or Estimated
 B. Pump column diameter: 2 1/4" inches. C. Length of pump column: 65 feet.
 D. Pumping equipment installed: 5111, 1998. E. Brand/Type: 8' Aermotor windmill
 F. Pump installed by: Contractor Owner Pump Installer License No. _____

G-100074

8. Well Construction Information.

A. Total well depth: 117 feet. B. Static water level: 48 feet. C. Pumping water level: 49 feet.

Estimated or Measured

D. Well Construction began: 5-8, 1998 E. Well Construction completed: 5-8, 1998

F. Bore hole diameter: 9 inches.

G. Plain casing: Diameter 4.500 ID 4.154 OD inches. Type of material: PVC.

Wall thickness: 0.173 inch(es). Joints: Welded/Glued/Threaded/Other

Length(s) and placement(s) depth from 0 ft to 97 ft from _____ ft to _____ ft.

H. Screens: 4.500 ID 4.154 OD in; Type of material: PVC

Screen openings (slot size): 0.32 Trade name: Rob-Sc

Length(s) and placement(s) depth from 97 ft to 117 ft from _____ ft to _____ ft. Guides at _____ ft.

I. Gravel pack interval(s) from 10 ft to 60 ft from 70 ft to 117 ft. Gravel size: _____

J. Grouted/Sealed from 0 ft to 10 ft, with Rob plug

from 60 ft to 70 ft, with Rob plug

K. Drilling method: rod pump L. Drilling fluid: water

M. Well development technique (total time and method): 1 hour w/ 9 Pig

N. Will chemicals, fertilizer or antifreeze be injected or utilized in the system? Yes No

If yes, what will be used: _____

9. Geologic Materials Logged

DEPTH IN FEET FROM	TO	DESCRIPTION	DEPTH IN FEET FROM	TO	DESCRIPTION
0	10	top soil, sand			
10	25	sand			
25	48	sandy clay			
48	82	clay			
82	115	shale			
115	120	clay			

(Additional sheets may be submitted)

10. I am familiar with the information submitted on this registration, and to the best of my knowledge it is true.

Jordan Patena
Water Well Contractor's Signature

11/12/98
Date

Rob Cahin
Water Well Owner's Signature

3-20-99
Date

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: September 28, 2023

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

1.) **LEGAL DESCRIPTION:** Legal Description of Parcel # _____ as described in Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Printed: September 21, 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 Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Revised & Printed: September 27, 2023.

3.) **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.

4.) **CLOSING:** The closing date of the sale shall be on or before October 27, 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 Title Services of the Plains. 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.

5.) **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.

6.) POSSESSION: As stated in Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Revised & Printed: September 27, 2023.

7.) PROPERTY CONDITION: On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Revised & Printed: September 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 Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Revised & Printed: September 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.

8.) WATER RIGHTS & EQUIPMENT: Water rights to be conveyed as stated in Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Revised & Printed: September 27, 2023.

9.) GROWING CROPS: Growing crops to be conveyed as stated in Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Revised & Printed: September 27, 2023.

10.) REAL ESTATE TAXES: See Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Revised & Printed: September 27, 2023, for terms and conditions of real estate taxes.

11.) PERSONAL PROPERTY TAX: Upon closing, a value will be established on the irrigation equipment with Lincoln County, NE and personal property taxes may be due in the future.

12.) FSA DETERMINATION: As stated in Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Revised & Printed: September 27, 2023.

13.) MINERAL RIGHTS: As stated in Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Revised & Printed: September 27, 2023.

14.) NOXIOUS WEEDS: As stated in Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Revised & Printed: September 27, 2023.

15.) 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.

16.) 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.

17.) 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.

18.) 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.

19.) 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.

20.) 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.

21.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and held September 28, 2023, and in accordance with the terms and conditions of this Purchase Agreement, the Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Revised & Printed: September 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 the Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Revised & Printed: September 27, 2023. In the event of a conflict between this Agreement and the Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Revised & Printed: September 27, 2023, the Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Revised & Printed: September 27, 2023, as modified by taped oral statements at the auction, shall control.

22.) Buyer has reviewed and accepts the attached Title Services of the Plains Title Co Title Commitment by File No. 66848, 68849, 68850, which is attached and made part of this Purchase Agreement.

23.) Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Printed: September 21, 2023, is incorporated and made a part of this Purchase Agreement.

24.) 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.

25.) 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.

26.) 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

By: _____

Broker/Salesperson Name: Marc Reck
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

By: _____

Broker/Salesperson Name: Marc Reck
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

Broker Disclosure

SEE BACK

Agency Disclosure Information for Buyers

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 Registration to Bid!



970-522-7770 • 1-800-748-2589

535 E Chestnut • PO Box 477 • 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 Chester & Norine Stewart Estate Ranch & Equipment Auction Due Diligence Packet Revised & Printed: September 27, 2023.

X _____ **No. 101**

©

Title Commitments

- ◆ Parcel #1A
- ◆ Parcel #1B
- ◆ Parcel #2





Schedule A

ALTA COMMITMENT

File No. 68849-

1. Commitment Date: August 17, 2023, at 08:00 am
2. Policy to be Issued:
 - (a) 2006 ALTA Owner's Policy
 - Proposed Insured: TBD
 - Proposed Policy Amount: TBD
 - Premium: TBD
 - (b) 2006 ALTA Loan Policy
 - Proposed Insured:
 - Proposed Policy Amount:
 - Premium:
 - (c) Endorsements to be issued:
 - Closing Service Letter \$25.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
[Stewart Family LLC, a Nebraska Limited Liability Company](#)
5. The Land is described as follows:
Township 15 North, Range 29 West of the 6th P.M., Lincoln County, Nebraska
Section 27: SE1/4
Section 34: E1/2
Section 35: ALL

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

Schedule B-II

ALTA COMMITMENT

File No. 68849-

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.

Standard Exceptions

2. (a) Rights or claims of parties in possession not shown by the public records.
(b) Easements, or claims of easements, not shown by the public records.
(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
(d) 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.

Special Exceptions

1. Taxes or special assessments which are not shown as existing liens by the public record.
2. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
3. 2022 Taxes Paid in full. 2023 Taxes Accruing. Special Assessments not yet of record. (For information only: 2022 taxes \$1,350.30; Tax ID #0005882500.)
4. Terms and conditions of [Right of Way Easement](#) recorded March 20, 2023 as Instrument No. 202300928 to Custer Public Power District, for electric transmission lines. (Section 27).
5. The policy to be issued in furtherance of this commitment will contain the following exception: No coverage is provided under the terms of this policy for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code Office of the Secretary of State.
6. Rights of the public, State of Nebraska, County of Lincoln in and to that portion of subject lands taken or used for road purposes, whether by easement or fee title.
7. The policy when issued will not insure the right to maintain any boundary wall or fence located beyond the subject property.

NOTE: COPIES OF ANY OR ALL OF THE ABOVE EXCEPTIONS MAY BE OBTAINED UPON REQUEST.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

INSTR. #: 202300928

Pages Recorded: 1

Total Fees: \$10.00

Date Recorded: 3/20/2023 9:56:36 AM

Lois A Block

CK Custer Public Power District, PO Box 10, Broken Bow NE 68822

RIGHT OF WAY EASEMENT

Know all men by these presents, that the undersigned STEWART FAMILY LLC.
for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant to Custer
Public Power District, a public corporation, whose post office address is PO Box 10, Broken Bow, NE 68822, and to
its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of
LINCOLN, State of Nebraska, and more particularly described as follows:

S1/2 OF THE S1/2 OF THE S1/2 OF SECTION 25 T15N R29W

West of the 6th P.M., and to construct, reconstruct, rephase, repair, operate and maintain on the above described
lands, and (or) in or upon all streets, roads or highways abutting said lands, an electric transmission and (or)
distribution line or system, to cut, trim and control the growth by chemical means, machinery or otherwise of trees and
shrubby located within 25 feet of the center line of said line or system; and to license, permit, or otherwise agree to
the joint use of occupancy of the line or system by any other person, association or corporation for electrification or
telephone purposes.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used,
and that the location of the poles will be such as to form the least possible interference to farm or ranch operations so
long as it does not materially increase the cost of construction.

The undersigned agrees that all poles, wires, and other facilities installed on the above described lands at the
District's expense shall remain the property of the District, removable at the option of the District, upon termination of
service to or on said lands.

The undersigned covenants that they are the owners of the above-described lands and that the said lands are free
and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The undersigned further agrees to and will permit Custer Public Power District or its authorized agents to:

**INSTALL AND MAINTAIN A THREE PHASE UNDERGROUND POWERLINE IN THE ABOVE DESCRIBED
PROPERTY.**

In witness whereof, the undersigned has set their hands and seals this 9 day of March 2023

Dale Stewart, Manager (Signature)

Dale Stewart, Manager (Printed Name)

STATE OF NE)
COUNTY OF) ss.
Red Willow)

On this 9 day of March, 2023 before me, the undersigned, a notary public within

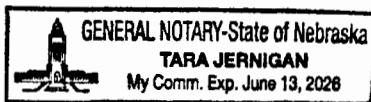
and for said county, personally came:

Dale Stewart

to me known to be the identical person(s) described and who executed the foregoing instrument, and acknowledged
the execution of the same to be his/her voluntary act and deed for the purpose therein set forth.

Witness my hand and notary seal the day and year last above written.

My commission expires the 13 day of June, 2026.



Tara Jernigan
Notary Public



Schedule A

ALTA COMMITMENT



File No. 68850-

1. Commitment Date: August 17, 2023, at 08:00 am
2. Policy to be Issued:
 - (a) 2006 ALTA Owner's Policy

Proposed Insured:	TBD
Proposed Policy Amount:	TBD
Premium:	TBD
 - (b) 2006 ALTA Loan Policy

Proposed Insured:	
Proposed Policy Amount:	
Premium:	
 - (c) Endorsements to be issued:

Closing Service Letter	\$25.00
------------------------	---------
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
[Stewart Family, LLC, a Nebraska Limited Liability Company](#)
5. The Land is described as follows:
Township 15 North, Range 29, West of the 6th P.M., Lincoln County, Nebraska
Section 25: ALL

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

Schedule B-II

ALTA COMMITMENT

File No. 68850-

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.

Standard Exceptions

2. (a) Rights or claims of parties in possession not shown by the public records.
(b) Easements, or claims of easements, not shown by the public records.
(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
(d) 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.

Special Exceptions

1. Taxes or special assessments which are not shown as existing liens by the public record.
2. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
3. 2022 Taxes Paid in full. 2023 Taxes Accruing. Special Assessments not yet of record. (For information only: 2022 taxes \$5,522.66; Tax ID #0005881500.)
4. Terms and conditions of [Right of Way Easement](#) recorded March 20, 2023 as Instrument No. 202300928 to Custer Public Power District, for electric transmission lines.
5. Attention is directed to the fact that the records show no means of ingress and egress to and from the premises in question and this commitment, and our policy when issued, should not be construed as insuring any right of access to and from said premises.
6. The policy to be issued in furtherance of this commitment will contain the following exception: No coverage is provided under the terms of this policy for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code Office of the Secretary of State.
7. Rights of the public, State of Nebraska, County of Lincoln in and to that portion of subject lands taken or used for road purposes, whether by easement or fee title.
8. The policy when issued will not insure the right to maintain any boundary wall or fence located beyond the subject property.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

NOTE: COPIES OF ANY OR ALL OF THE ABOVE EXCEPTIONS MAY BE OBTAINED UPON REQUEST.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

INSTR. #: 202300928

Pages Recorded: 1

Total Fees: \$10.00

Date Recorded: 3/20/2023 9:56:36 AM

Lois A Block

CK Custer Public Power District, PO Box 10, Broken Bow NE 68822

RIGHT OF WAY EASEMENT

Know all men by these presents, that the undersigned STEWART FAMILY LLC.
for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant to Custer
Public Power District, a public corporation, whose post office address is PO Box 10, Broken Bow, NE 68822, and to
its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of
LINCOLN, State of Nebraska, and more particularly described as follows:

S1/2 OF THE S1/2 OF THE S1/2 OF SECTION 25 T15N R29W

West of the 6th P.M., and to construct, reconstruct, rephase, repair, operate and maintain on the above described
lands, and (or) in or upon all streets, roads or highways abutting said lands, an electric transmission and (or)
distribution line or system, to cut, trim and control the growth by chemical means, machinery or otherwise of trees and
shrubby located within 25 feet of the center line of said line or system; and to license, permit, or otherwise agree to
the joint use of occupancy of the line or system by any other person, association or corporation for electrification or
telephone purposes.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used,
and that the location of the poles will be such as to form the least possible interference to farm or ranch operations so
long as it does not materially increase the cost of construction.

The undersigned agrees that all poles, wires, and other facilities installed on the above described lands at the
District's expense shall remain the property of the District, removable at the option of the District, upon termination of
service to or on said lands.

The undersigned covenants that they are the owners of the above-described lands and that the said lands are free
and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The undersigned further agrees to and will permit Custer Public Power District or its authorized agents to:

INSTALL AND MAINTAIN A THREE PHASE UNDERGROUND POWERLINE IN THE ABOVE DESCRIBED
PROPERTY.

In witness whereof, the undersigned has set their hands and seals this 9 day of March 2023

Dale Stewart, Manager (Signature)

Dale Stewart, Manager (Printed Name)

STATE OF NE)
COUNTY OF) ss.
Red Willow)

On this 9 day of March, 2023 before me, the undersigned, a notary public within

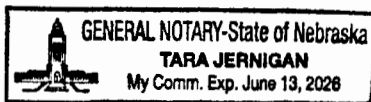
and for said county, personally came:

Dale Stewart

to me known to be the identical person(s) described and who executed the foregoing instrument, and acknowledged
the execution of the same to be his/her voluntary act and deed for the purpose therein set forth.

Witness my hand and notary seal the day and year last above written.

My commission expires the 13 day of June, 2026.



Tara Jernigan
Notary Public



Schedule A
ALTA COMMITMENT

File No. 68848-

- 1. Commitment Date: August 17, 2023, at 08:00 am
- 2. Policy to be Issued:
 - (a) 2006 ALTA Owner's Policy
 - Proposed Insured: TBD
 - Proposed Policy Amount: TBD
 - Premium: TBD
 - (b) 2006 ALTA Loan Policy
 - Proposed Insured:
 - Proposed Policy Amount:
 - Premium:
 - (c) Endorsements to be issued:
 - Closing Service Letter \$25.00
- 3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
- 4. The Title is, at the Commitment Date, vested in:
[Stewart Family, LLC, a Nebraska Limited Liability Company](#)
- 5. The Land is described as follows:
 - Township 14 North, Range 28 West of the 6th P.M., Lincoln County, Nebraska
Section 6: ALL; EXCEPT an undivided one-half (1/2) interest in all oil, gas and other minerals.
 - Township 14 North, Range 29 West of the 6th P.M., Lincoln County, Nebraska
Section 1: ALL; EXCEPT an undivided one-half (1/2) interest in all oil, gas and other minerals.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

Schedule B-II

ALTA COMMITMENT
File No. 68848-
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.

Standard Exceptions

2. (a) Rights or claims of parties in possession not shown by the public records.
(b) Easements, or claims of easements, not shown by the public records.
(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
(d) 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.

Special Exceptions

1. Taxes or special assessments which are not shown as existing liens by the public record.
2. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
3. 2022 Taxes Paid in full. 2023 Taxes Accruing. Special Assessments not yet of record. (For information only:
2022 taxes \$4,243.82; Tax ID #0007112500. (Section 6-14-28);
2022 taxes \$5,566.72; Tax ID #0005874000. (Section 1-14-29)
4. Reservation of an undivided one-half interest in all oil, gas and other minerals contained in [Trustee's Deed](#) dated January 19, 1997 and recorded January 19, 1977 in Book 261, Page 257 of the records of Lincoln County, Nebraska.
5. Attention is directed to the fact that the records show no means of ingress and egress to and from the premises in question and this commitment, and our policy when issued, should not be construed as insuring any right of access to and from said premises.
6. The policy to be issued in furtherance of this commitment will contain the following exception: No coverage is provided under the terms of this policy for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code Office of the Secretary of State.
7. Rights of the public, State of Nebraska, County of Lincoln in and to that portion of subject lands taken or used for road purposes, whether by easement or fee title.
8. The policy when issued will not insure the right to maintain any boundary wall or fence located beyond the subject property.

NOTE: COPIES OF ANY OR ALL OF THE ABOVE EXCEPTIONS MAY BE OBTAINED UPON REQUEST.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

TRUSTEE'S DEED

The First National Bank and Trust Company of North Platte, Nebraska, Trustee, herein called the Grantor

in consideration of One Hundred Forty-seven Thousand Five Hundred Twenty Dollars (\$147,520.00)

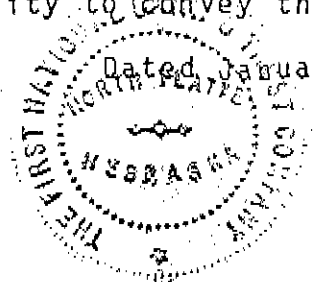
received from Grantee does hereby grant, bargain, sell, convey and confirm unto Chester A. Stewart and Norine V. Stewart, Husband and Wife, as tenants in common, each an undivided one-half interest herein called the Grantee; the following described real property in

Lincoln County, Nebraska: All of Section One (1), Township 14 North, Range 29, West of the 6th P.M.; and All of Section Six (6), Township 14 North, Range 28, West of the 6th P.M., Lincoln County, Nebraska; EXCEPT the following interests reserved in and to the oil, gas and minerals in and under and that may be produced from said real estate, to-wit: An aggregate undivided one-half interest therein which shall include, but not be limited to, the undivided one-fourth interest therein retained by Lois Irene Hadley, also known as Lois I. Hadley, pursuant to Quitclaim Deed recorded at Book 247 of Microfilm, page 353 of the records of the Register of Deeds of Lincoln County, Nebraska, as such Deed is corrected by Correction Quitclaim Deed recorded at Book 260 of Microfilm, page 277 of said records; and including the undivided one-fourth interest in certain undivided one-seventh interests after the life estate of Lois Irene Hadley, respectively reserved by Charles Haney, Gladys H. Barnes, Harold D. Hadley, Grace H. Fuller, Dorothy Zeh, Donald B. Hadley and Joseph E. Hadley, in their respective deeds of conveyance to Grantor.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to the Grantees heirs and assigns forever.

And the Grantor covenants with the Grantee, his heirs and assigns, that Grantor has not made, done, executed or suffered any act or thing whatsoever whereby the above described premises or any part thereof now or at any time hereafter shall be imperiled, charged or incumbered in any manner whatsoever; and that Grantor has good right and lawful authority to convey the same.

Dated January 19, 1977.



THE FIRST NATIONAL BANK AND TRUST COMPANY OF NORTH PLATTE, NEBRASKA, TRUSTEE

By William C. Deitemeyer, Pres.

STATE OF NEBRASKA)
COUNTY OF LINCOLN)

Before me, a Notary Public, qualified in said county, personally came William C. Deitemeyer, President of The First National Bank and Trust Company of North Platte, Nebraska, Trustee, a Corporation, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation and that its corporate seal was affixed by its authority.

Witness my hand and Notarial Seal on January 19, 1977.

GENERAL NOTARY - STATE OF NEBRASKA
My Commission Expires
1978

Michael R. Neft 257
Notary Public

NEBRASKA DOCUMENTARY
STAMP TAX

JAN 19 1977

\$ 162.80 BY WMS

STATE OF NEBRASKA
COUNTY OF LINCOLN
FILED FOR RECORD

000299

BOOK 261
WM.T. SMITH
REGISTER OF DEEDS

1977 JAN 19 PM 12:25

PAGE 257

BY Wm T Smith

*Return to Federal Land Bank
Box 1022 City.*

258

*Scott
Dec 3, 75*

Grant of Easement from Stewart to BELF

GRANT OF ACCESS EASEMENT

Stewart Family L.L.C., a Nebraska limited liability company (herein referred to as “Grantor”), in consideration of one dollar (\$1.00) and granting of reciprocal easement received from Board of Educational Lands and Funds of the State of Nebraska (herein referred to as “Grantee”), does hereby grant unto Grantee a perpetual easement for ingress and egress across real estate owned by Grantor located in Lincoln County, Nebraska, and described as follows:

Township 15 North, Range 29 West of the 6th P.M., Lincoln County, Nebraska

Section 34: E1/2
Section 35: S1/2

Grantor grants to Grantee and its tenants, servants, visitors, licensees, lenders and invitees, a perpetual easement or right-of-way to use existing trail roads, limited to thirty feet (30’) in width (fifteen feet on each side of the center of such trail roads), across the real estate described above owned by Grantor for ingress and egress and all other purposes connected with the use and enjoyment of real estate owned by Grantee located in Lincoln County, Nebraska, and described as follows:

Township 15 North, Range 29 West of the 6th P.M., Lincoln County, Nebraska

Section 36: All

The locations of the trail road crossing Grantor’s land is designated as “Easement #1” on the aerial photo attached hereto, marked Exhibit “A” and incorporated herein by this reference. Such easements shall commence at the intersection of the trail road with the East Rolling Hills Road and shall proceed easterly to the intersection of such trail road with the west section line of Grantee’s real estate.

The rights and privileges herein granted shall be subject to the following terms and conditions:

- (1) The consideration recited herein shall constitute payment in full for the rights or activities granted or described by the above.



Grant of Easement from BELF to Stewart

GRANT OF ACCESS EASEMENT

Board of Educational Lands and Funds of the State of Nebraska (herein referred to as “Grantor”), in consideration of one dollar (\$1.00) and granting of reciprocal easement received from Stewart Family L.L.C., a Nebraska limited liability company, (herein referred to as “Grantee”), does hereby grant unto Grantee a perpetual easement for ingress and egress across real estate owned by Grantor located in Lincoln County, Nebraska, and described as follows:

Township 15 North, Range 29 West of the 6th P.M., Lincoln County, Nebraska

Section 36: W1/2

Grantor grants to Grantee and its tenants, servants, visitors, licensees, lenders and invitees, a perpetual easement or right-of-way to use existing trail roads, limited to thirty feet (30’) in width (fifteen feet on each side of the center of such trail roads), across the real estate described above owned by Grantor for ingress and egress and all other purposes connected with the use and enjoyment of real estate owned by Grantee located in Lincoln County, Nebraska, and described as follows:

Township 15 North, Range 29 West of the 6th P.M., Lincoln County, Nebraska

Section 25: All

Township 14 North, Range 28 West of the 6th P.M., Lincoln County, Nebraska

Section 6: All

Township 14 North, Range 29 West of the 6th P.M., Lincoln County, Nebraska

Section 1: All

The locations of the trail roads crossing Grantor’s land are designated as “Easement #2” and “Easement # 3” on the aerial photo attached hereto, marked Exhibit “A” and incorporated herein by this reference.

The rights and privileges herein granted shall be subject to the following terms and conditions:

- (1) The consideration recited herein shall constitute payment in full for the rights or activities granted or described by the above.
- (2) There is reserved to the Grantor, its successors and assigns, the right and privilege to use the above-described trail roads located on the land of the Grantor at any time, in any manner, and for purposes not inconsistent with the full use and enjoyment by Grantee, its successors and assigns, of the rights and privileges herein granted.
- (3) This Easement shall not pass nor shall the same be construed to pass to the Grantee any fee simple interest or title to the above-described land.
- (4) As a condition to Grantor granting this easement Grantee shall use due care in the use of the trail roads and shall repair any damage caused to the easement area including the filling of any ruts created.
- (5) This easement shall be perpetual.
- (6) The easement described herein is to, and shall run with, the land and shall be for the benefit and use of Grantee herein, and its successors in interest, transferees, tenants, invitees, lenders and assigns.

DATED: _____, 2023.

Board of Educational Lands and Funds of the
State of Nebraska

BY: _____
Kelly L. Sudbeck, Executive Secretary

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on the ___ day of _____, 2023, by Kelly L. Sudbeck, Executive Secretary of the Board of Educational Lands and Funds of the State of Nebraska.

Notary Public

