

# CENTRAL DEUEL COUNTY DRYLAND AUCTION

October 22, 2024

**ONLINE  
ONLY  
Auction**

DUE DILIGENCE PACKET



reckagri.com | 970.522.7770



# DUE DILIGENCE PACKET

**Revised & Printed: October 15, 2024**

## ***CENTRAL DEUEL COUNTY DRYLAND AUCTION***

*Deuel County, Nebraska*

TO BE SOLD AT

MULTI PARCEL AUCTION  
with RESERVE

**Tuesday, October 22, 2024**

**Bidding Opens: 8 am, MT | Bidding Closes: 12 noon, MT**

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



535 E Chestnut, PO Box 407, Sterling, CO 80751  
(970) 522-7770 or 1-800-748-2589  
bgardiner@reckagri.com  
**reckagri.com**

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# Terms & Conditions

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

**ONLINE BIDDING PROCEDURE:** The Central Deuel County Dryland Auction will be offered for sale in 7 parcels. BIDDING WILL BE ONLINE ONLY on Tuesday, October 22, 2024. Bidding will begin @ 8:00 am MT; the auction will "soft close" @ 12:00 noon MT. Bidding remains open on all parcels as long as there is continued bidding on 1 or more of the parcels. Bidding will close when 5 minutes have passed with no new bids on any of the parcels. Bidders may bid on any and/or all parcels at any time before bidding closes.

To bid at the online auction:

1.) Download RECK AGRICULTURE MOBILE APP through the Apple App Store or Google Play OR visit [reckagri.com](http://reckagri.com) and click on the Central Deuel County Dryland Auction property page to register to bid. 2.) Your registration must be approved by Reck Agri Realty & Auction before you may bid. See Bidder Requirements below. If you have questions regarding the bidding process and/or registration, call Reck Agri Realty & Auction at 970-522-7770.

**BIDDER REQUIREMENTS:** Requirements for Buyer(s) to be approved to bid online: 1.) Review and agree to the terms and conditions herein and 2.) Provide Reck Agri Realty & Auction verification of available funds to purchase the property and/or bank loan approval letter with no contingencies. 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. This Due Diligence Packet may be obtained by visiting Central Deuel County Dryland Auction property page at [reckagri.com](http://reckagri.com) or by calling Reck Agri Realty & Auction.

**TERMS:** Upon the conclusion of the auction, the highest bidder(s) will enter into and sign Farm, Ranch, & Land Purchase Agreement for the amount of the bid. Required earnest money deposit to be in the form of a check or wire for 15% of the purchase price, which is due upon the signing of the contract and to be deposited with Thalken Title Company. Purchase contract will not be contingent upon financing. Terms and conditions herein and announcements shall be incorporated and made a part of the Farm, Ranch, & Land Purchase Agreement. Sample of said 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 November 25, 2024. Closings to be conducted by Thalken Title Company 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:** See Parcel Information pages for possession details of each Parcel.

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

**GROWING CROPS:** Seller to convey to Buyer(s) all rights and interest to the landlord's right and interest of all wheat currently planted as pursuant to the current verbal farm lease on Parcels #4 and #6. Buyer(s) to assume Seller's interest in and obligations therewith of the growing crops on the property, subject to the existing farm lease on the property which includes paying 1/3 of seed, chemical and fertilizer expenses. Seller to assign all right, title, and interest to the Seller's crop insurance at time of closing; Buyer(s) to pay premium at closing.

**REAL ESTATE TAXES:** 2024 real estate taxes due in 2025 to be paid by Seller, at closing, based on the previous year's taxes; this shall be considered final payment for the Seller. Buyer(s) will be responsible to pay full tax bill when due and payable in 2025.

**FSA DETERMINATION:** FSA base acres and yields to pass with the property as designated herein. Buyer and Seller, at closing, to sign a Memorandum of Understanding (MOU) stating the base acres and yields as designated within this Due Diligence Packet.

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

**MINERALS:** Seller to convey all their 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.

**ACREAGES:** All stated acreages in the Color Brochure, Due Diligence Packet, and any 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 herein and/or stated at the auction.

**ANNOUNCEMENTS:** The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for general location purposes only. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a *Limited Dual Agent*. Announcements made by Reck Agri Realty & Auction, at the time of sale will take precedence over any previously printed material. Reck Agri Realty & Auction does not offer broker participation for the this 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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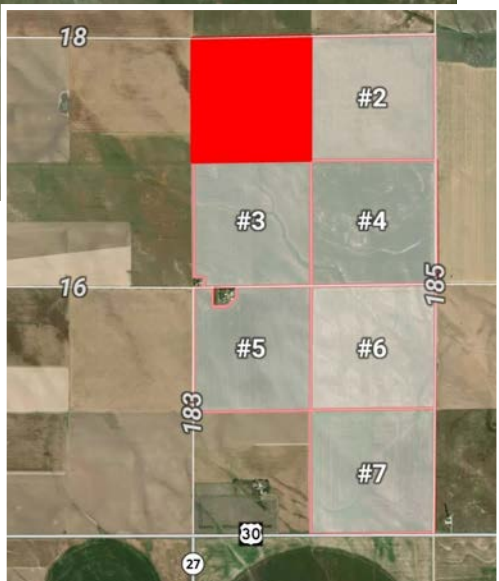
# Location Map





**Parcel  
#1**

**Parcel Map**





# Parcel Information

---

**Parcel  
#1**

## **Legal Description:**

NW1/4 of Section 7, Township 13 North, Range 43 West of the 6th PM, Deuel County, NE.  
See Pages 34-44 for legal description, title commitment, and title exceptions.

## **Acreage:**

150.0± Ac Dryland
0.9± Ac Grass/Rds
<hr/>
<b>150.9± TOTAL</b>

## **Land Tenure:**

Soils consists primarily of Class II. See Soils Map on Page 18.

## **Taxes & Assessments:**

Approximate 2023 real estate taxes paid in 2024 were: \$1,344.07.

## **FSA Information:**

FSA bases: 91.68 ac wheat w/ 38 bu PLC yield.

## **Comments:**

No growing crops. Possession upon closing or upon completion of corn harvest, whichever occurs later.

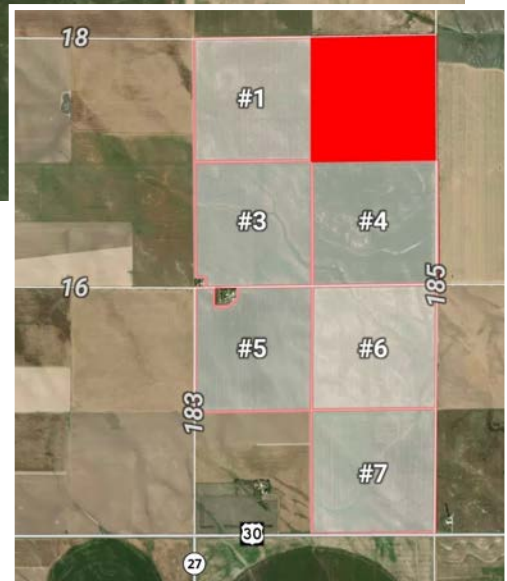
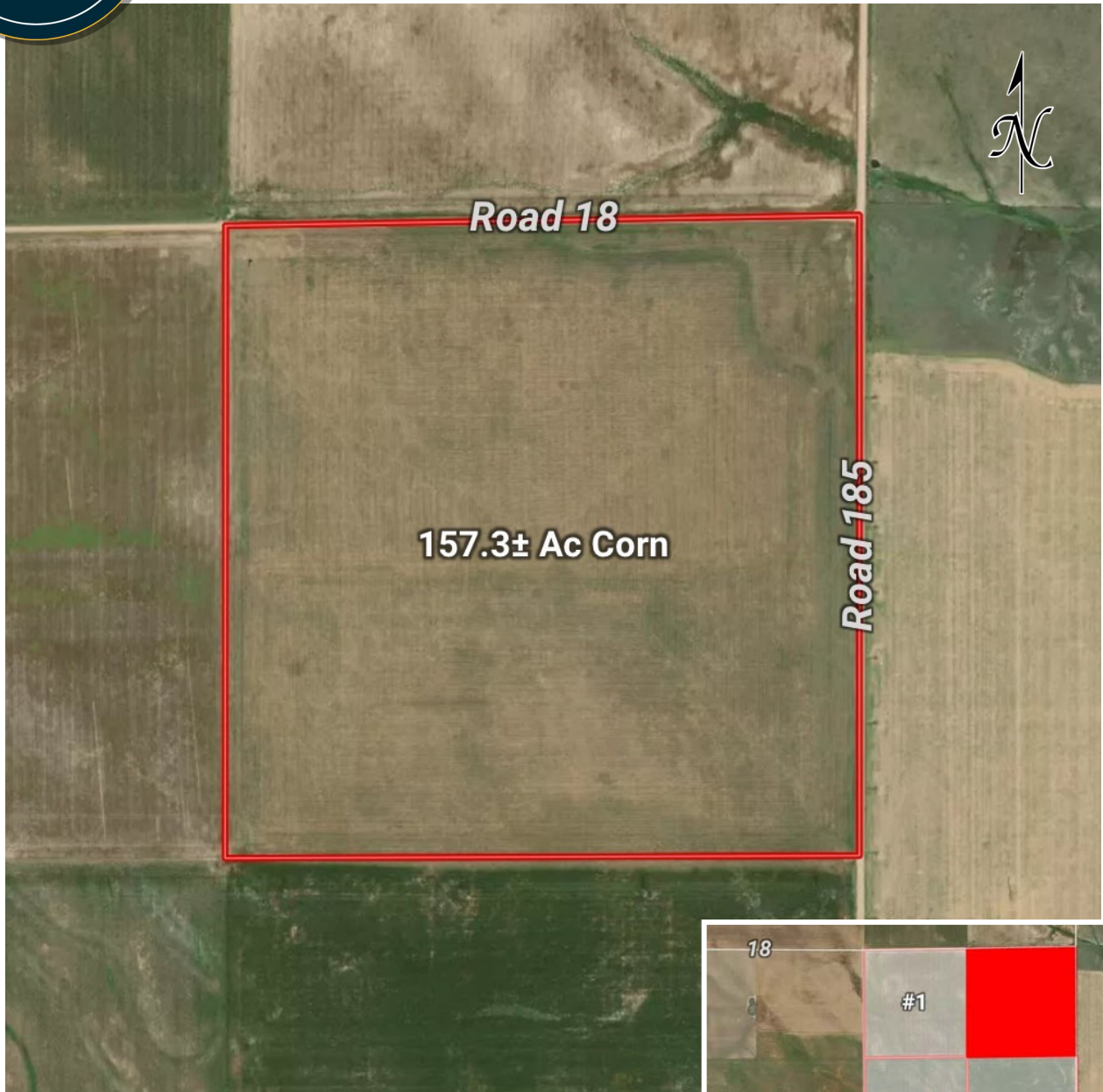
## **Starting Bid:**

\$175,000



**Parcel  
#2**

**Parcel Map**



# Parcel Information

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## Legal Description:

NE1/4 of Section 7, Township 13 North, Range 43 West of the 6th PM, Deuel County, NE.  
See Pages 34-44 for legal description, title commitment, and title exceptions.

## Acreage:

157.3± Ac Dryland  
1.8± Ac Grass/Rds

---

**159.1± TOTAL**

## Land Tenure:

Soils consists primarily of Class II. See Soils Map on Page 19.

## Taxes & Assessments:

Approximate 2023 real estate taxes paid in 2024 were: \$1,417.11.

## FSA Information:

FSA bases: 96.13 ac wheat w/ 38 bu PLC yield.

## Comments:

No growing crops. Possession upon closing or upon completion of corn harvest, whichever occurs later.

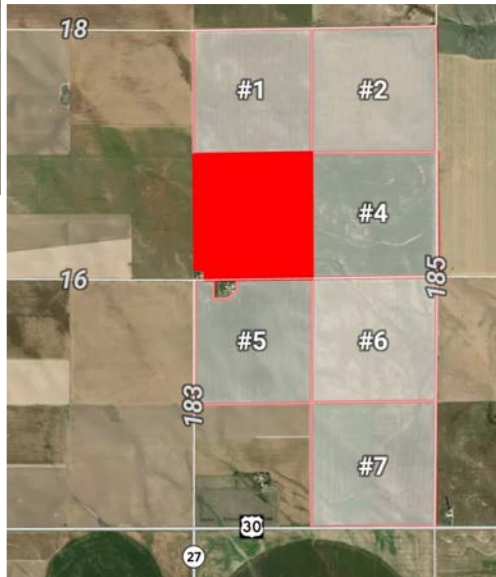
## Starting Bid:

\$175,000



**Parcel  
#3**

**Parcel Map**



# Parcel Information

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**Parcel  
#3**

## **Legal Description:**

SW1/4 of Section 7, except a tract more particularly described in the Warranty Deed recorded in Book 56, Page 330 of the Deeds records, Township 13 North, Range 43 West of the 6th PM, Deuel County, NE.

See Pages 34-44 for legal description, title commitment, and title exceptions.

## **Acreage:**

146.9± Ac Pivot Irrigated

0.1± Ac Grass/Rds

---

**147.0± TOTAL**

## **Land Tenure:**

Soils consists primarily of Class II & III. See Soils Map on Page 20.

## **Taxes & Assessments:**

Approximate 2023 real estate taxes paid in 2024 were: \$1,310.72.

## **FSA Information:**

FSA bases: 89.75 ac wheat w/ 38 bu PLC yield.

## **Comments:**

Currently wheat stubble. Possession upon closing. Wheat stubble was sprayed in Fall 2023 (32 oz Glyphosate, 16 oz Diacamba, 5.33 oz Mesotrione); intended for corn/milo/millet in 2025. Buyer to reimburse Seller \$2,800.50, at closing, for this expense. See Page 55 for copy of invoice.

## **Starting Bid:**

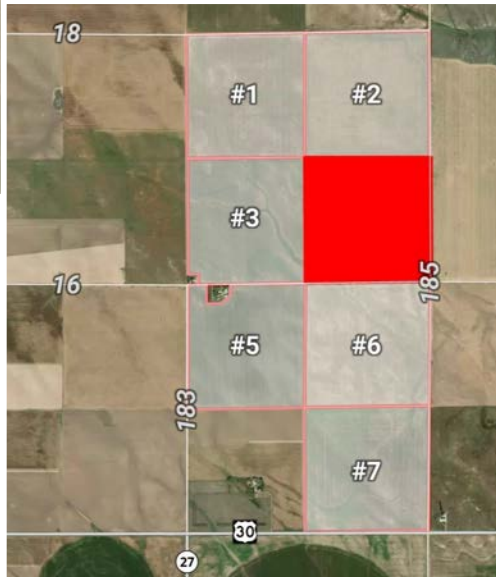
\$150,000





**Parcel  
#4**

**Parcel Map**





# Parcel Information

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**Parcel  
#4**

## Legal Description:

SE1/4 of Section 7, Township 13 North, Range 43 West of the 6th PM, Deuel County, NE.  
See Pages 34-44 for legal description, title commitment, and title exceptions.

## Acreage:

160.0± Ac Dryland  
.1± Ac Grass/Rds

---

**160.1± TOTAL**

## Land Tenure:

Soils consists primarily of Class II. See Soils Map on Page 21.

## Taxes & Assessments:

Approximate 2023 real estate taxes paid in 2024 were: \$1,427.53.

## FSA Information:

FSA bases: 97.75 ac wheat w/ 38 bu PLC yield.

## Comments:

Subject to lease for 2025; currently planted to winter wheat (**Snowmass White**). Buyer to receive landlord share (1/3) of harvested crop and be responsible for share (1/3) of seed, chemical, and fertilizer expenses. Buyer(s) will pay crop insurance premium at closing. Buyer(s) will credit Seller, at closing for current fertilizer and seed expenses in the amount of: \$1,200.73. See Page 55 for copy of invoice.

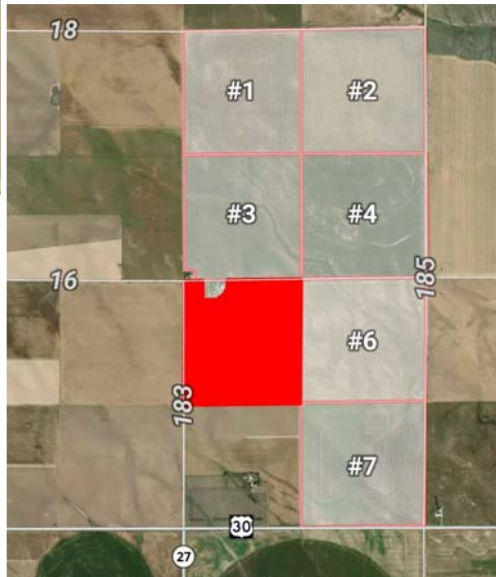
## Starting Bid:

\$160,000



**Parcel  
#5**

**Parcel Map**



# Parcel Information

---

**Parcel  
#5**

## Legal Description:

NW1/4 of Section 18, except a 3.93-acre tract, Township 13 North, Range 43 West of the 6th PM, Deuel County, NE.

See Pages 45-54 for legal description, title commitment, and title exceptions.

## Acreage:

148.1± Ac Dryland

1.2± Ac Grass/Rds

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**149.3± TOTAL**

## Land Tenure:

Soils consists primarily of Class II. See Soils Map on Page 22.

## Taxes & Assessments:

Approximate 2023 real estate taxes paid in 2024 were: \$1,331.76.

## FSA Information:

FSA bases: 90.48 ac wheat w/ 38 bu PLC yield..

## Comments:

Currently wheat stubble. Possession upon closing. Wheat stubble was sprayed in Fall 2023 (32 oz Glyphosate, 16 oz Diacamba, 5.33 oz Mesotrione); intended for corn/milo/millet in 2025. Buyer to reimburse Seller \$2,707.15, at closing, for this expense. See Page 55 for copy of invoice.

Survey of excluded parcel available upon request.

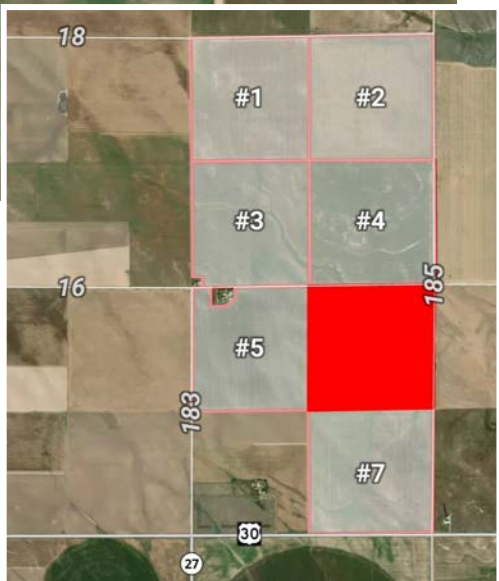
## Starting Bid:

\$155,000



**Parcel  
#6**

**Parcel Map**



# Parcel Information

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**Parcel  
#6**

## Legal Description:

NE1/4 of Section 18, Township 13 North, Range 43 West of the 6th PM, Deuel County, NE.  
See Pages 45-54 for legal description, title commitment, and title exceptions.

## Acreage:

152.5± Ac Dryland  
2.5± Ac Grass/Rds

---

**155.0± TOTAL**

## Land Tenure:

Soils consists primarily of Class II & V. See Soils Map on Page 23.

## Taxes & Assessments:

Approximate 2023 real estate taxes paid in 2024 were: \$1,382.60.

## FSA Information:

FSA bases: 93.17 ac wheat w/ 38 bu PLC yield.

## Comments:

Subject to lease for 2025; currently planted to winter wheat (**Snowmass White**). Buyer(s) to receive landlord share (1/3) of harvested crop and be responsible for share (1/3) of seed, chemical, and fertilizer expenses. Buyer(s) will pay crop insurance premium at closing. Buyer will credit Seller, at closing for current fertilizer and seed expenses in the amount of: \$1,186.12. See Page 55 for copy of invoice.

## Starting Bid:

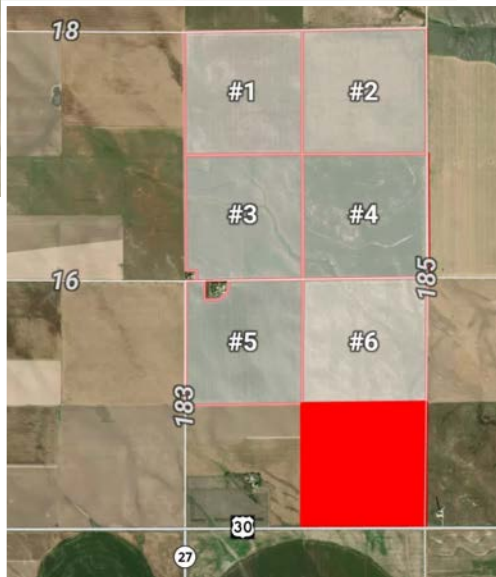
\$155,000





**Parcel  
#7**

**Parcel Map**





# Parcel Information

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**Parcel  
#7**

## **Legal Description:**

SE1/4 of Section 18, Township 13 North, Range 43 West of the 6th PM, Deuel County, NE.  
See Pages 45-54 for legal description, title commitment, and title exceptions.

## **Acreage:**

156.2± Ac Dryland
2.0± Ac Grass/Rds
<hr/>
<b>158.2± TOTAL</b>

## **Land Tenure:**

Soils consists primarily of Class II & V. See Soils Map on Page 24.

## **Taxes & Assessments:**

Approximate 2023 real estate taxes paid in 2024 were: \$1,364.78.

## **FSA Information:**

FSA bases: 95.43 ac wheat w/ 38 bu PLC yield.

## **Comments:**

No growing crops. Possession upon closing or upon completion of corn harvest, whichever occurs later.

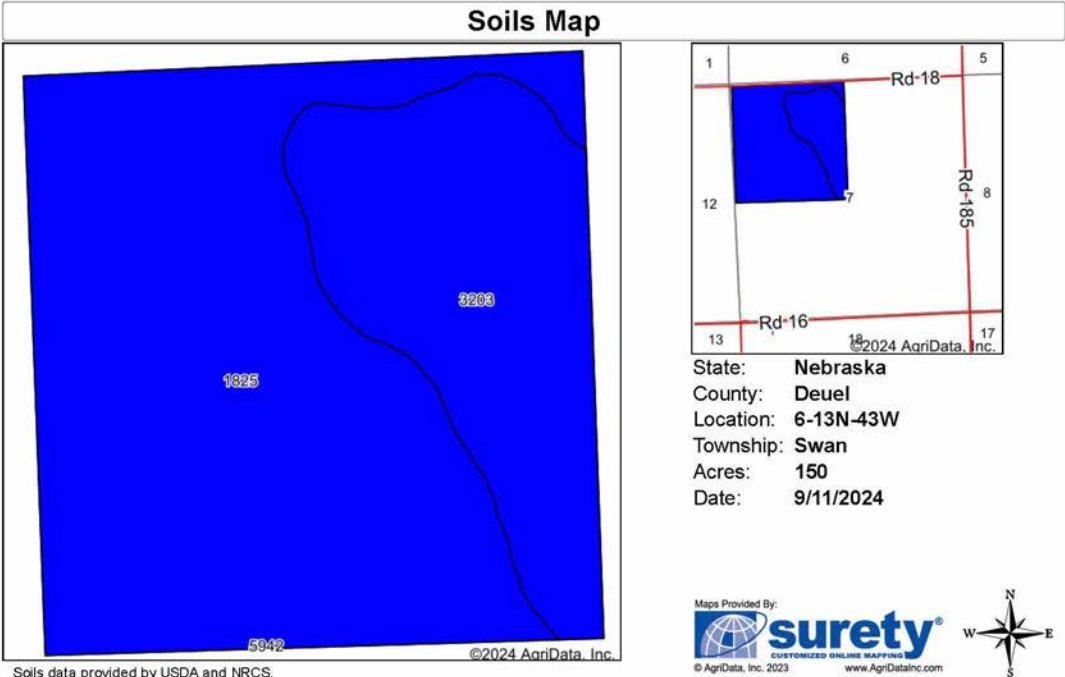
## **Starting Bid:**

\$155,000



# Parcel #1

# Soils Map

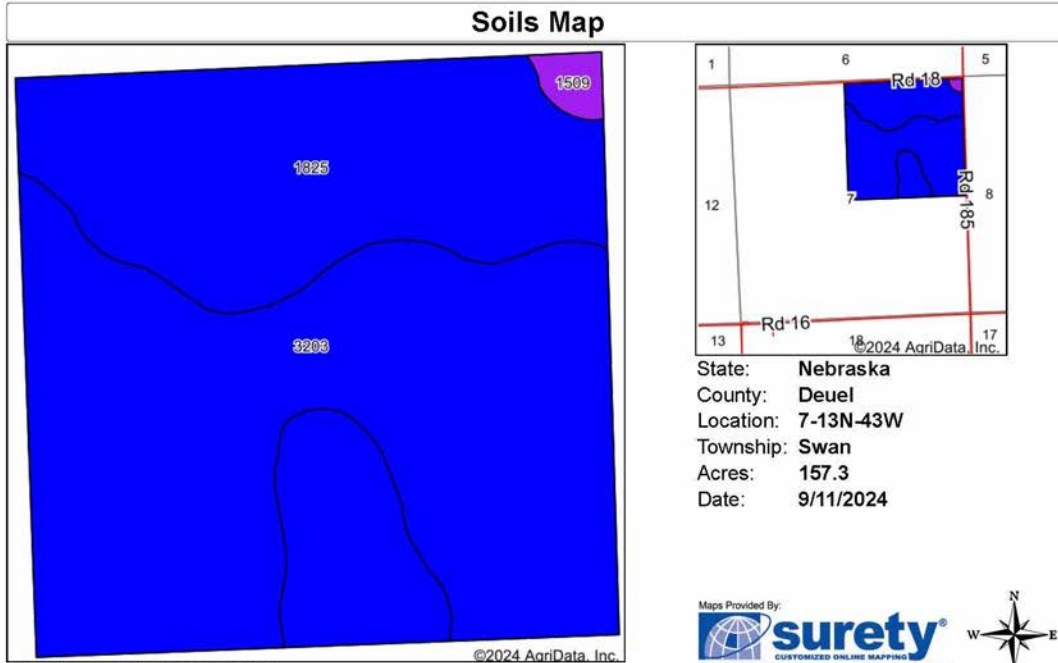


Soils data provided by USDA and NRCS.

Area Symbol: NE049, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	SRPG
1825	Satanta-Johnstown-Altvan loams, 1 to 3 percent slopes	102.94	68.6%		Ile	58
3203	Johnstown-Satanta-Richfield loams, 0 to 2 percent slopes	46.97	31.3%		IIc	61
5942	Duroc loam, 0 to 1 percent slopes	0.09	0.1%		IIc	61
<b>Weighted Average</b>					<b>2.00</b>	<b>58.9</b>

# Soils Map



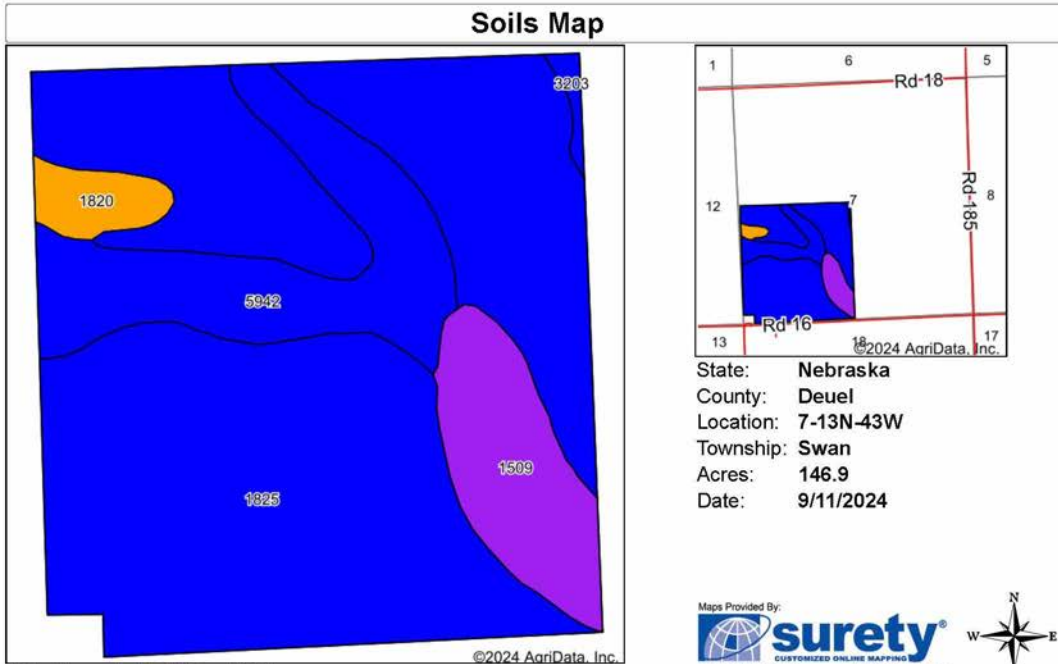
Soils data provided by USDA and NRCS.

Area Symbol: NE049, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	SRPG
3203	Johnstown-Satanta-Richfield loams, 0 to 2 percent slopes	90.80	57.7%		Ilc	61
1825	Satanta-Johnstown-Altvan loams, 1 to 3 percent slopes	64.74	41.2%		Ile	58
1509	Altvan-Eckley-Satanta complex, 3 to 9 percent slopes	1.76	1.1%		Ve	41
<b>Weighted Average</b>					<b>2.03</b>	<b>59.5</b>



# Soils Map



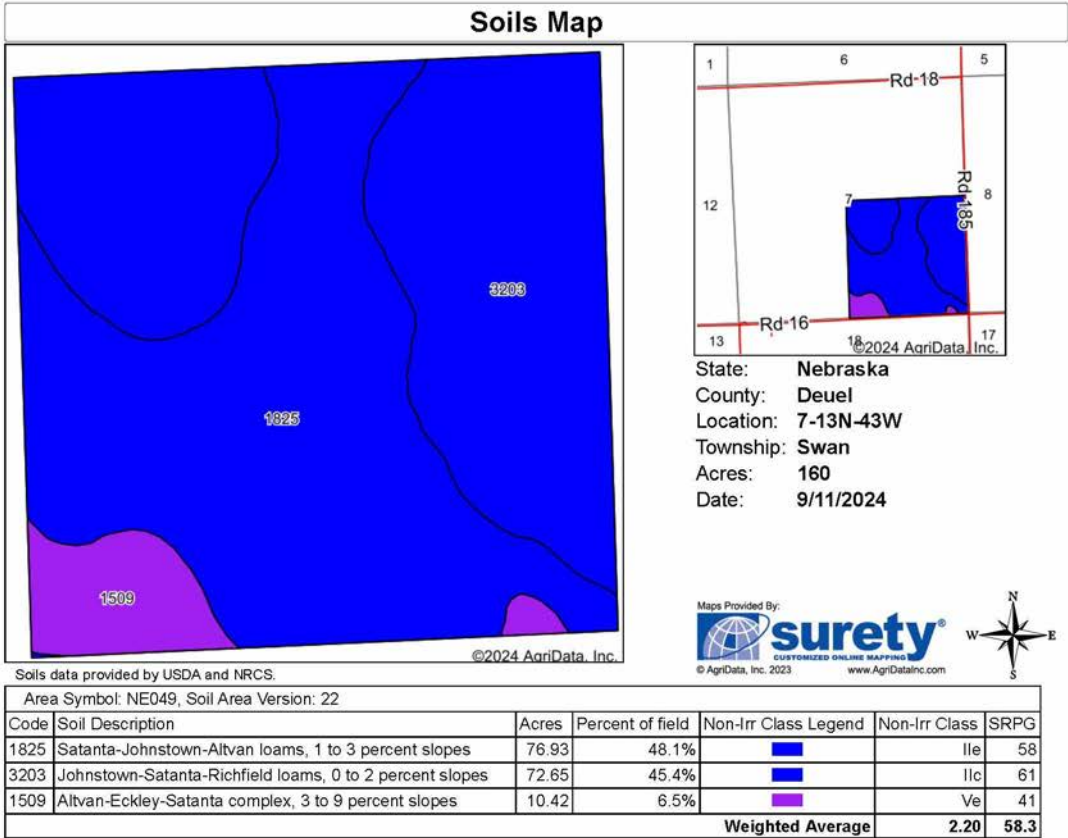
Soils data provided by USDA and NRCS.

Area Symbol: NE049, Soil Area Version: 22

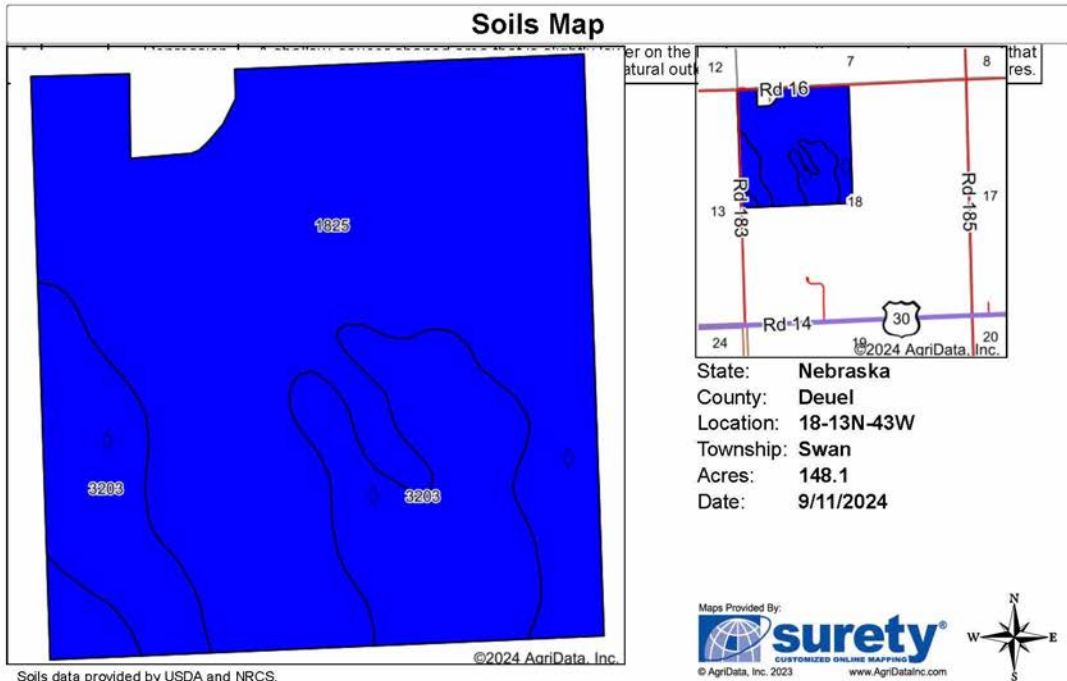
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	SRPG
1825	Satanta-Johnstown-Altvan loams, 1 to 3 percent slopes	105.04	71.5%		Ile	58
5942	Duroc loam, 0 to 1 percent slopes	23.08	15.7%		Ilc	61
1509	Altvan-Eckley-Satanta complex, 3 to 9 percent slopes	14.20	9.7%		Ve	41
1820	Satanta-Altvan complex, 3 to 6 percent slopes	3.72	2.5%		IIIe	51
3203	Johnstown-Satanta-Richfield loams, 0 to 2 percent slopes	0.86	0.6%		Ilc	61
<b>Weighted Average</b>					<b>2.32</b>	<b>56.7</b>



# Soils Map



# Soils Map



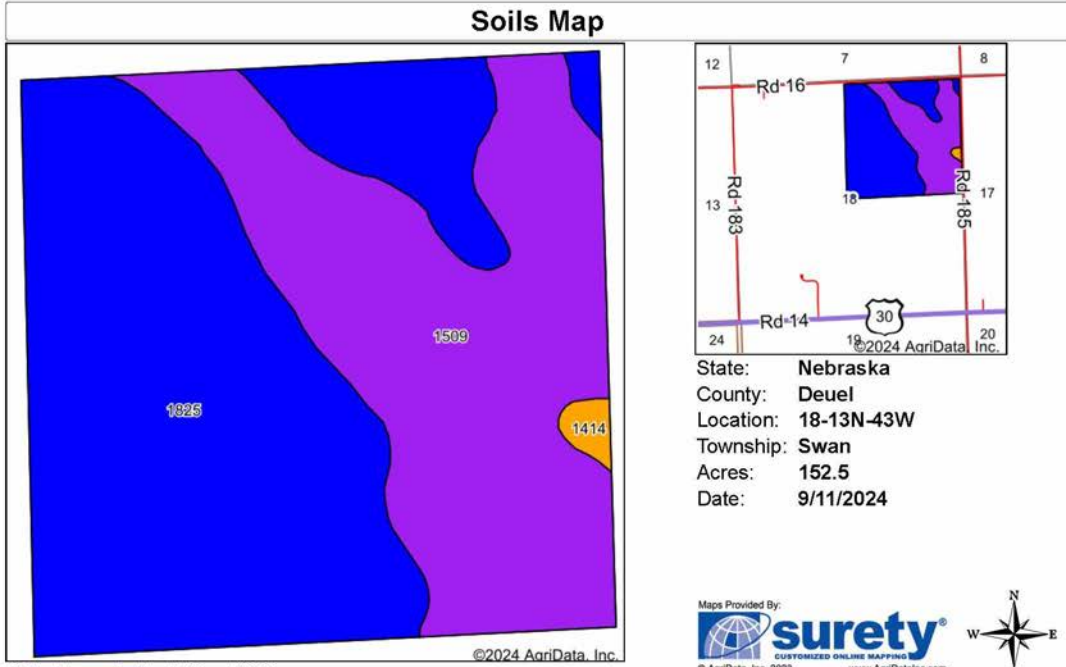
Soils data provided by USDA and NRCS.

Area Symbol: NE049, Soil Area Version: 22						
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	SRPG
1825	Satanta-Johnstown-Altvan loams, 1 to 3 percent slopes	108.13	73.0%		lle	58
3203	Johnstown-Satanta-Richfield loams, 0 to 2 percent slopes	39.97	27.0%		llc	61
<b>Weighted Average</b>					<b>2.00</b>	<b>58.8</b>





# Soils Map



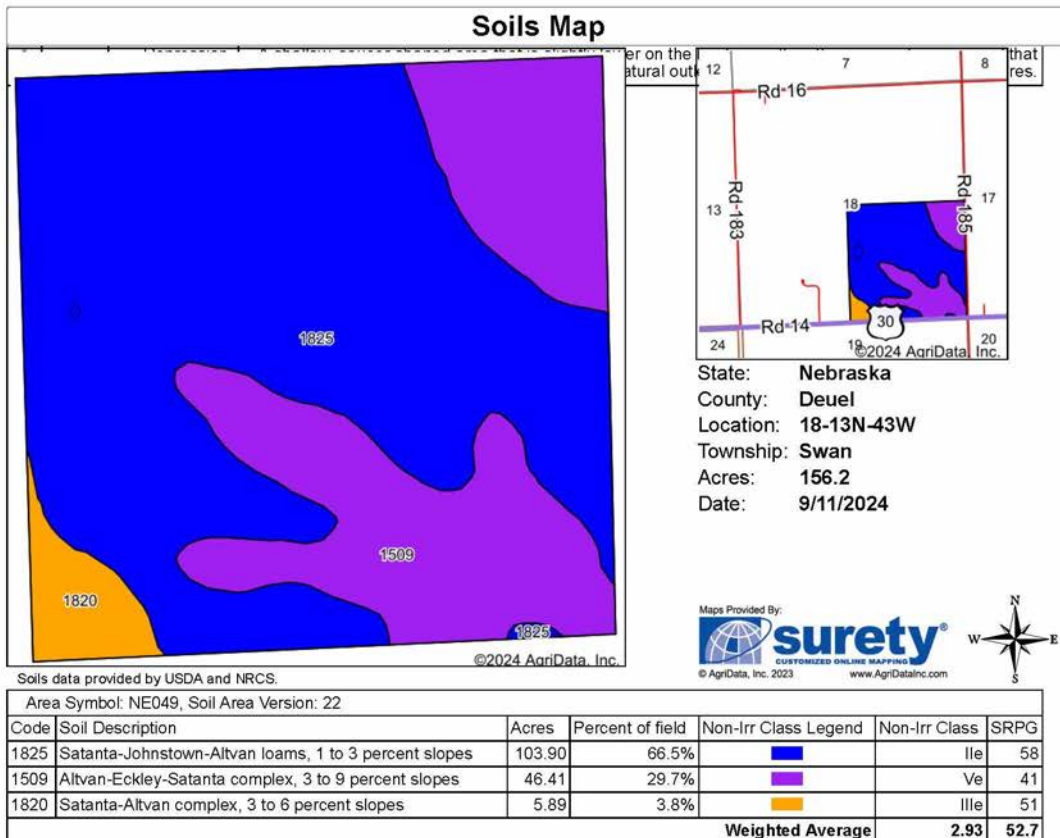
Soils data provided by USDA and NRCS.

Area Symbol: NE049, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	SRPG	Wheat Bu	
1825	Satanta-Johnstown-Altvan loams, 1 to 3 percent slopes	88.60	58.1%		Ile	58		
1509	Altvan-Eckley-Satanta complex, 3 to 9 percent slopes	62.71	41.1%		Ve	41		
1414	Glenberg fine sandy loam, rarely flooded	1.19	0.8%		IIIe	36	32	
<b>Weighted Average</b>						<b>3.24</b>	<b>50.8</b>	<b>0.2</b>



# Soils Map



# 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: October 22, 2024

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

1.) **LEGAL DESCRIPTION:** Legal Description of Parcel # \_\_\_\_\_ as described in Central Deuel County Dryland Auction Due Diligence Packet Revised & Printed: October 15, 2024.

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 Central Deuel County Dryland Auction Due Diligence Packet Revised & Printed: October 15, 2024.

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 with an escrow agent. The balance of the purchase price shall be paid as follows: Balance of \$\_\_(Successful Bid less 15%)\_\_ shall be paid by cashier's check or wire at time of delivery of deed.

4.) **CLOSING:** The closing date of the sale shall be on or before November 25, 2024. Buyer(s) and Seller acknowledge and understand that the closing of the sale will be handled by an escrow agent, Thalken Title Company. 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 Central Deuel County Dryland Auction Due Diligence Packet Revised & Printed: October 15, 2024.

**7.) PROPERTY CONDITION:** On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the Central Deuel County Dryland Auction Due Diligence Packet Revised & Printed October 15, 2024, and heard, understood, and agreed to all written statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the Central Deuel County Dryland Auction Due Diligence Packet Revised & Printed: October 15, 2024. 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.) GROWING CROPS:** Growing crops to be conveyed as stated in Central Deuel County Dryland Auction Due Diligence Packet Revised & Printed: October 15, 2024.

**9.) REAL ESTATE TAXES:** See Central Deuel County Dryland Auction Due Diligence Packet Revised & Printed: October 15, 2024, for terms and conditions of real estate taxes.

**10.) FSA DETERMINATION:** As stated in Central Deuel County Dryland Auction Due Diligence Packet Revised & Printed: October 15, 2024.

**11.) MINERAL RIGHTS:** As stated in Central Deuel County Dryland Auction Due Diligence Packet Revised & Printed: October 15, 2024.

**12.) NOXIOUS WEEDS:** As stated in Central Deuel County Dryland Auction Due Diligence Packet Revised & Printed: October 15, 2024.

**13.) 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.

**14.) 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.

**15.) 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.

**16.) 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.

**17.) 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.

**18.) 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.

**19.)** Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and ended October 22, 2024, and in accordance with the terms and conditions of this Purchase Agreement, the Central Deuel County Dryland Auction Due Diligence Packet Revised & Printed: October 15, 2024, the Title Commitment and all supplements and additions thereto, and other 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 Central Deuel County Dryland Auction Due Diligence Packet Revised & Printed: October 15, 2024. In the event of a conflict between this Agreement and the Central Deuel County Dryland Auction Due Diligence Packet Revised & Printed: October 15, 2024, the Central Deuel County Dryland Auction Due Diligence Packet Revised & Printed: October 15, 2024, as modified by statements at the auction, shall control.

**20.)** Buyer has reviewed and accepts the attached Thalken Title Co Title Commitment by File No. 2240337 and 2240338 which is attached and made part of this Purchase Agreement.

**21.)** Central Deuel County Dryland Auction Due Diligence Packet Revised & Printed: October 15, 2024, is incorporated and made a part of this Purchase Agreement.

**22.) 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.

**23.)** 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: \_\_\_\_\_

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



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

Reck Agri Realty & Auction

By: \_\_\_\_\_

Salesperson Name: Ben Gardiner  
535 E Chestnut, PO Box 407  
Sterling, CO 80751  
Office: 970-522-7770  
Fax: 970-522-7365  
E-mail Address: bgardiner@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: \_\_\_\_\_  
Ben Gardiner

**This page intentionally  
left blank.**

# Broker Disclosure

SEE BACK

## Agency Disclosure Information for Buyers

**Company:** Reck Agri Realty & Auction **Agent Name:** Ben Gardiner

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:

**Agent name: Ben Gardiner**

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

**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.

# Title Commitments

- ◆ Parcels #1-#4
- ◆ Parcels #5-#7



Chicago Title Insurance Company  
Commitment for Title Insurance



SCHEDULE A

File No. 2240337

1. Commitment Date: September 18, 2024 at 8:00 A.M.
2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2021)

Amount: \$  
Premium: \$

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

B. ALTA Loan Policy (2021)

Amount: \$  
Premium: \$

Proposed Insured:

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

**JEFFREY L. KALB, Trustee of the THE GERALD L. KALB AND GWEN M. KALB FAMILY TRUST, dated February 21, 2006**

5. The Land is described as follows:

**All of Section 7, Township 13 North, Range 43 West of the 6th P.M., in Deuel County, Nebraska, EXCEPT that tract more particularly described in the Warranty Deed recorded in Book "56", Page 330 of the Deeds records of Deuel County, Nebraska**

*This page is only a part of a 2021 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.*



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

**SCHEDULE B, PART II  
Exceptions**

**SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.**

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

**General Exceptions:**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment 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 2024 and subsequent years.
8. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
9. No coverage is provided for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code office of the Secretary of State of the State of Nebraska.
10. Easement for Electric Lines, in favor of CONSUMERS PUBLIC POWER DISTRICT, its successors and assigns, dated July 28, 1965 and recorded September 10, 1965 in Book "28", Page 401 of the Miscellaneous records of Deuel County, Nebraska.
11. Easement for Electric Lines, in favor of CONSUMERS PUBLIC POWER DISTRICT, its successors and assigns, dated July 28, 1965 and recorded September 10, 1965 in Book "28", Page 416 of the Miscellaneous records of Deuel County, Nebraska.
12. Oil and Gas Lease in favor of HOEFLE OIL COMPANY, which is a 5 year lease dated September 18, 2003 and recorded December 4, 2003 in Book "2", Page 380 of the Oil and Gas records of Deuel County, Nebraska, and assignments thereof.

*This page is only a part of a 2021 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.*

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

**SCHEDULE B, PART II  
Exceptions**

13. Oil and Gas Lease in favor of BLACK HILLS EXPLORATION AND PRODUCTION, INC., which is a 5 year lease dated January 8, 2007 and recorded January 22, 2007 in Book "3", Page 553 of the Oil and Gas records of Deuel County, Nebraska, and assignments thereof.

End of Schedule B - Part 2

NEBRASKA DOCUMENTARY STAMP TAX  
Date 9-10-01  
By [Signature]

FEE BOOK 21133  
NUMERICAL INDEXED ✓

State of Nebraska, Deuel County - SS  
Entered on Numerical  
Index and filed for record in the  
County Clerk's office of said County this  
17 day of Sept 2001  
at 2:10 o'clock P. M and recorded in  
Book 56 of Deuel on page 330  
[Signature] County Clerk  
By [Signature] Deputy

WARRANTY DEED

GERALD KALB and GWEN KALB, husband and wife, hereinafter referred to as Grantors, in consideration of FORTY THOUSAND DOLLARS (\$40,000.00) and other valuable consideration, received from the Grantee, do hereby convey unto GEORGE A. SCHNEIDER and DARCI D. SCHNEIDER, husband and wife, as joint tenants, hereinafter referred to as Grantee, the following described real estate (as defined in Nebraska Revised Statute Section 76-201) in Deuel County, Nebraska:

A square acre of land in the SW1/4 of Section 7, Township 13 North, Range 43 West of the 6<sup>th</sup> P.M., Deuel County, Nebraska, described by metes and bounds as follows: Starting at the Southwest Corner of Section 7, Township 13 North, Range 43 West of the 6<sup>th</sup> P.M., Deuel County, Nebraska; thence north on the west line of said Section 7, a distance of 33' to the point of beginning, said point being on the North R.O.W. line of the presently constructed road; thence North and on the West line of said Section 7 a distance of 208.75' to a point; thence East at right angles and parallel with the South line of said Section 7 a distance 208.75' to a point; thence South and parallel with the West line of said Section 7 a distance of 208.75' to a point, said point being on the North R.O.W. line of the presently constructed county road; Thence west at right angles and on the North R.O.W. line of the presently constructed county road, said line being parallel with the South line of said Section 7, a distance of 208.75' to the point of beginning.

And the Grantor does hereby covenant with the Grantee and with Grantee's heirs and assigns forever, that Grantor:

1. Is lawfully seized of said real estate and that it is free from encumbrances, except easements, covenants, restrictions of record, mineral reservations and oil and gas leases of record;
2. Has legal power and lawful authority to convey the same;
3. Warrants and will defend the title to the real estate against the lawful claims of all persons.

Dated this 6<sup>th</sup> day of September, 2001.

[Signature]  
Gerald Kalb

[Signature]  
Gwen Kalb

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DEUEL     )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of September, 2001, by Gerald Kalb and Gwen Kalb, husband and wife.

GENERAL NOTARY STATE OF NEBRASKA  
DOUGLAS D. PALIN  
My Comm. Exp. Dec. 18, 2004

[Signature]  
Notary Public

My commission expires: 12-19-04

EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:

That J. Daisy Kalb and his wife, of Deuel County, Nebraska, in consideration of 100 receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of 400.00 for 4-N FIXTURES poles and anchors when set on the following described property, do as hereby grant and convey unto the Consumers Public Power District (hereinafter called "District") (and to)

(Leave blank if no other grantees.)

Its (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, operate, maintain and remove all necessary poles, wires, guys and other necessary equipment in connection therewith, on and across the following property situated in Deuel County, Nebraska, more particularly described as follows:

The southeast quarter (SE $\frac{1}{4}$ ) of section seven (7), township thirteen (13) north, range forty-three (43) west of the 6th P.M.

center line of  
The pole line herein contemplated shall be located on the property approximately as follows:

Beginning on the west line of the above described property, at a point approximately one hundred thirty-two (132) feet south of the northwest corner of said property, thence in an easterly direction to a point on the east line of the property, said point being approximately one hundred sixty-six (166) feet south of the northeast corner of the above described property.

The Grantee(s) shall also have the privilege and easement of ingress and egress across the property to his (their) officers and employees for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said lines.

The Grantee(s) shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the lines and equipment used in connection therewith.

The Grantee(s) shall at all times exercise all due care and diligence to avoid injury or damage to the crops, livestock and other personal property of the Grantor, and the Grantee(s) shall indemnify and save harmless the Grantor from any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of said transmission lines.

The Grantee(s) agree(s) that should the transmission lines constructed hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect.

Signed the 25 day of July, A.D. 1965

WITNESS  
Daisy Kalb  
Daisy Kalb

WITNESS  
Virgil Storrs  
Virgil Storrs

Grantor

STATE OF NEBRASKA  
COUNTY OF

On this 28 day of July, 1965, before me the undersigned, a Notary Public in and for said County and State, personally appeared Daisy Kalb

known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

Witness my hand and official seal the date above written.

My Commission expires on the 29 day of Oct, 1966  
Virgil Storrs  
Notary Public

(FOR REGISTER OF DEEDS STAMP)

State of Nebraska, Deuel County, SS  
I have hereon entered on Numerical  
Index and filed for record in the  
County Clerk's office of said County this

10 day of September, 1965

at 9 o'clock A.M. of said day.

1965 28 of July 1965 401

Claudia M. Vort, County Clerk

FEE BOOK  
NUMERICAL 31673



EASEMENT FOR ELECTRIC LINES

28 416 2 3-2 300  
9-9-65 977

KNOW ALL MEN BY THESE PRESENTS

The Leo Kalb and his wife of Deuel County

Nebraska, in consideration of \$ 100 receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of 1000 for 10 - 11 FIXTURES poles and anchors when set on the following described property, do ES hereby grant and convey unto the Consumers Public Power District (hereinafter called "District") (and to

(Leave blank if no other grantees.)

its (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, operate, maintain and remove all necessary poles, wires, guys and other necessary equipment in connection therewith, on and across the following property situated in Deuel County, Nebraska, more particularly described as follows:

The southwest quarter (SW $\frac{1}{4}$ ) of section twelve (12), township thirteen (13) north, range forty-four (44) west of the 6th P.M. The southwest quarter (SW $\frac{1}{4}$ ) of section seven (7), township thirteen (13) north, range forty-three (43) west of the 6th P.M. The southwest quarter (SW $\frac{1}{4}$ ) of section nine (9), township thirteen (13) north, range forty-two (42) west of the 6th P.M.

The center line of the pole line herein contemplated shall be located on the property approximately as follows:

Beginning on the west line of the southwest quarter of section 12, township 13 north, range 44 west at a point approximately one hundred seven (107) feet south of the northwest corner of said quarter, thence in an easterly direction to a point on the east line of said quarter section, said point being approximately one hundred (100) ft. south of the northeast corner of said southwest quarter of section twelve (12).

Beginning on the west line of the southwest quarter of section 7, township 13 north, range 43 west at a point approximately eighty-nine (89) ft. south of the northwest corner of said quarter. Thence in an easterly direction to a point on the east line of said quarter section, said point being approximately one hundred thirty-two (132) ft. south of the northeast corner of said southwest quarter of section seven (7), township 13 north, range 43 west.

Beginning on the west line of the southwest quarter of section 9, township 13 north, range 42 west, at a point approximately one hundred forty-eight (148) ft. south of the northwest corner of said quarter, thence in an easterly direction to a point on the west line of said quarter section, said point being approximately one hundred fifty-seven (157) ft. south of the northeast corner of said southwest quarter of section nine (9), township thirteen (13) north, range forty-two (42) west.

The Grantee(s) shall also have the privilege and easement of ingress and egress across the property to its (their) officers and employees for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said line.

The Grantee(s) shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the lines and equipment used in connection therewith.

The Grantee(s) shall at all times exercise all due care and diligence to avoid injury or damage to the crops, livestock and other personal property of the Grantor, and the Grantee(s) shall indemnify and save harmless the Grantor from any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of said transmission lines.

The Grantee(s) agree(s) that should the transmission lines constructed hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect.

Signed the 21st day of July, A.D., 19 65

Leo Kalb  
Grantor

Virgil Storrs  
Witness

STATE OF NEBRASKA  
COUNTY OF Deuel  
On this 21st day of July, 19 65, before me the undersigned, a Notary Public in and for said County and State, personally appeared Leo Kalb personally known to me to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.  
WITNESSES my hand and official seal the date above written.  
My Commission expires on the 29 day of Oct, 19 65  
Virgil Storrs  
Notary Public

(FOR REGISTER OF DEEDS STAMP)  
State of Nebraska, Deuel County, SS  
I, Claudia M. Vogt, being an authorized Notary Public in and for said County and State, do hereby certify that on this 10 day of September, 19 65 at 9 o'clock A.M. and recorded in Book 28 of Misc Page 416  
Claudia M. Vogt County Clerk  
By Ruth Munsell Deputy  
FEE BOOK  
NUMERICAL #1688  
INDEXED

PRODUCERS 88-PAID UP  
Rev. MP 2-88

OIL AND GAS LEASE

Billings Blue Print  
Billings, Montana

AGREEMENT, Made and entered into the 18th day of September, 2003, by and between  
GERALD L. KALB and GWEN M. KALB, husband and wife  
18325 Road 16  
Chappel, NE 69129

HQEFLE OIL COMPANY, 1st Citizens Bank, 2812 1st Ave N, Billings, MT 59101 hereinafter called Lessor (whether one or more) and hereinafter called Lessee:

WITNESSETH, That the said lessor, for and in consideration of Ten and More DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained does hereby grant, demise, lease, and let exclusively unto lessee, its successors and assigns for the purpose and with the exclusive right, to explore by geophysical and other methods, to drill and operate for, to produce oil, all gases, including, but not limited to, casinghead gas and coal gas, and all other hydrocarbons, and to build pipelines, power lines, telephone lines, tanks, power stations, pools, roadways and other structures thereon with any and all easements reasonably required for same, and any and all other rights and privileges reasonable, necessary or incident thereto, all that certain tract of land and lands riparian thereto together with any reversionary rights therein, situated in the County of DEUEL State of NEBRASKA, described as follows, to-wit:

Township 13 North, Range 43 West  
Section 7: S/2  
Section 18: N/2, SE/4

State of Nebraska, Deuel County - SS  
Entered on Numerical  
Index and listed for record in the  
County Clerk's office of said County this  
6 day of December, 2003  
at 3:30 o'clock P. M and recorded in  
Book 2 of said County page 380  
Deuel Olson County Clerk  
By \_\_\_\_\_ Deputy

FEE BOOK 22689  
NUMERICAL  
INDEXED

For the purpose of determining the amount of any money payment hereunder said land shall be considered to comprise 7.93 acres.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.
2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.
3. In consideration of the premises the said Lessee covenants and agrees:
  - 1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
  - 2nd. To pay Lessor one-eighth (1/8) of the market price for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
  - 3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the market price at the mouth of the well, payable monthly at the prevailing market rate.
  4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
  5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
  6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
  7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.
  8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.
  9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
  10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
  11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.
  12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or utilize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to include such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record in the office where this lease is recorded a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, lessee shall have the right to utilize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.
  13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
  14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.
  15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding upon the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Gerald L. Kalb  
GERALD L. KALB

Gwen M. Kalb  
GWEN M. KALB



FFB BOOK 24925  
 MINERAL  
 INTEREST

State of Nebraska, Deuel County - SS  
 Entered on Nov. 11, 2007  
 Index and filed for record in the  
 County Clerk's office of said County this  
 22 day of January, 2007  
 at 1:45 o'clock P.M. and recorded in  
 Book 3 of Deuel on page 553  
 \_\_\_\_\_ County Clerk  
 By \_\_\_\_\_ Deputy

PRODUCERS 88-PAID UP

PHOTO'D

**OIL AND GAS LEASE**

AGREEMENT, Made and entered into the 8th day of January, 2007, by and between Gerald L. Kalb and Gwen M. Kalb, Trustees of the Gerald L. Kalb and Gwen M. Kalb Family Trust dated February 21, 2006, hereinafter called Lessor (whether one or more) and whose post office address is 18325 Road 16, Chappell, NE 69129, and Black Hills Exploration and Production, Inc. whose address is 350 Indiana St., Ste. 400, Golden, CO 80401, hereinafter called Lessee:

WITNESSETH, that the Lessor, for and in consideration of Ten and More DOLLARS (\$10.00 & More) cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Deuel, State of Nebraska described as follows:

Township 13 North, Range 43 West, 6<sup>th</sup> P.M.  
Section 07: Lots 1 (35.76), 2(35.69), E2NW/4 and NE/4, aka N2

See Exhibit "A" attached hereto and made a part hereof for additional terms and conditions.  
 This Lease is subject to an unrecorded letter agreement of even date.

and containing .31145- acres, more or less. This lease covers all the land described above including all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation or otherwise, or are fenced or unfenced, or whether such lands are inside or outside of the description set forth above.

1. It is agreed that this lease shall remain in force for a term of Five (5) years and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred and eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within one hundred and eighty (180) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:  
 1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-eighth of the net proceeds derived from such sale, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth (1/8) of such gas and casinghead gas, Lessor's interest, in either case, to bear one-eighth of all post-production costs, including, but not limited to ad valorem, production and excise taxes, and any costs of compressing, processing, and otherwise treating such gas or casinghead gas to render it marketable or usable and one-eighth of the cost of gathering, transporting, and delivering such gas and casinghead gas from the mouth of the well to the point of sale or use and otherwise marketing such production.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which that interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the Lessor's wells and/or ponds.

7. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or utilize the leasehold estate and the mineral estate covered by this lease with or without to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based by any governmental agency by executing the same upon request of Lessee. In the event a well or wells are drilled and completed on the lands, or on the lands pooled therewith, for the purpose of developing coalbed gas, the word "operations" shall mean, in addition to those matters covered in the preceding sentence, (1) operations of said wells to remove water or other substances from the coalbed, or to dispose of such water or other substances, even though such operations do not result in the production of hydrocarbons in paying quantities, or (2) shutting-in or otherwise discontinuing production from said wells to allow for surface or underground mining affecting the drillsite or wellbore.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.



IN THE COUNTY COURT OF DEUEL COUNTY, NEBRASKA

IN THE MATTER OF THE TRUST ) Case No. PR \_\_\_\_ - \_\_\_\_\_  
CREATED BY GERALD L. KALB AND ) TRUST REGISTRATION STATEMENT  
GWEN M. KALB, Settlor now Deceased. )  
)  
)

The name of the trust is: Gerald L. Kalb and Gwen M. Kalb Family Trust

1. **Information about the trustee:**

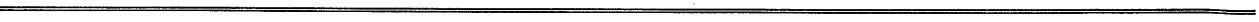
Name: Jeffrey L. Kalb  
Street Address: 11251 Santa Monica NE  
City: Albuquerque State: NM Zip Code: 87122  
Primary Phone: 505-845-9636 Alternate Phone: 505-235-2713  
Email Address: jeffreykalb8@gmail.com

2. The records of this trust are kept at the principal place of administration, which is in Chappell, NE (City and County) at the following address:  
18325 Rd 16, Chappell NE 69129

3. **This trust** has not been registered elsewhere.

4. **This was** an *inter vivos* trust established by Gerald L. Kalb and Gwen M. Kalb (collectively referred to as the “settlor”) dated February 21, 2006. The original trustees were Gerald L. Kalb and Gwen M. Kalb. Gerald L. Kalb died on September 15, 2017, and Gwen M. Kalb died on April 17, 2024, at which time the trust became a Nebraska irrevocable trust. Pursuant to the Trust Agreement, Jeffrey L. Kalb is the trust’s successor trustee.

**The undersigned trustee acknowledges that this trust registration statement is being filed with the Deuel County Court in accordance with N.R.S. § 30-3817.**




VERIFICATION

I declare under penalty of perjury under the law of Nebraska that the foregoing is true and correct.

Executed on the 10<sup>th</sup> day of June 2024 at Albuquerque, NM.

  
\_\_\_\_\_  
Jeffrey L. Kalb, Trustee

  
\_\_\_\_\_  
Name, NE Bar Id. #: Kelly Zorn Lowery, #25702  
Firm: Williamson Lowery Fredregill  
Address: PO Box 70  
City, State: Sterling, Colorado  
Telephone #: 970-522-2341  
Email: [kelly@wllawfirm.com](mailto:kelly@wllawfirm.com)  
Attorney for Successor Trustee Jeffrey L. Kalb

4867-6826-6951, v. 1

Chicago Title Insurance Company  
Commitment for Title Insurance

Parcels  
#5-#7

SCHEDULE A

File No. 2240338

1. Commitment Date: September 18, 2024 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2021)

Amount: \$

Premium: \$

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

B. ALTA Loan Policy (2021)

Amount: \$

Premium: \$

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is fee simple.

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

**JEFFREY L. KALB, Trustee of the THE GERALD L. KALB AND GWEN M. KALB FAMILY TRUST, dated February 21, 2006**

5. The Land is described as follows:

**The N½ and SE¼ of Section 18, Township 13 North, Range 43 West of the 6th P.M., in Deuel County, Nebraska, EXCEPT a tract of land located in the N½ of Section 18, Township 13 North, Range 43 West of the 6th P.M., being more particularly described as follows:**

**Commencing at the northwest corner of said Section 18; thence northeasterly, along the north line of said Section 18, S89°15'32"E a distance of 411.13 feet; thence S02°33'25"W a distance of 33.02 feet to the to the south right-of-way line of Road 16 and the point of beginning; thence S02°33'25"W a distance of 368.18 feet; thence S86°26'02"E a distance of 198.77 feet to the point of curvature of a non-tangent curve to the left, having a radius of 301.04 feet and a central angle of 69°11'12", the radius of which bears N02°26'07"E; thence along said curve to the left an arc distance of 363.52 feet to the end of said curve; thence N16°05'13"E a distance of 199.22 feet to the south right-of-way line of Road 16; thence westerly along said right of way line a distance of 526.59 feet to the point of beginning.**

*This page is only a part of a 2021 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.*

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

**SCHEDULE B, PART II  
Exceptions**

**SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.**

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

**General Exceptions:**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment 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 2024 and subsequent years.
8. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
9. No coverage is provided for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code office of the Secretary of State of the State of Nebraska.
10. Easement in favor of AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA, its successors and assigns, dated April 3, 1941 and recorded April 24, 1941 in Book "6", Page 700 of the Miscellaneous records of Deuel County, Nebraska.
11. Contract and Grant of Easement in favor of THE UNITED STATES OF AMERICA, its successors and assigns, dated April 5, 1951 and recorded April 16, 1951 in Book "10", Page 394 of the Miscellaneous records of Deuel County, Nebraska.

*This page is only a part of a 2021 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.*



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

**SCHEDULE B, PART II  
Exceptions**

12. Oil and Gas Lease in favor of HOEFLE OIL COMPANY, which is a 5 year lease dated September 18, 2003 and recorded December 4, 2003 in Book "2", Page 380 of the Oil and Gas records of Deuel County, Nebraska, and assignments thereof.

End of Schedule B - Part 2

EASEMENT

CONRAD KALB  
TO  
AMERICAN TELEPHONE & TELEGRAPH CO.

No. 14838

State of Nebraska, Deuel County ss.  
Filed April 24, 1941 at 8:51 o'clock A.M.  
G.S. LaSelle, County Clerk  
Irma Walsh, Deputy

6-700

\$5.00

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA Five and No/100- -Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Section 18, Township 13N, R43W, County of Deuel, and State of Nebraska, more particularly described as the SE $\frac{1}{4}$  of said section, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and three feet northerly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for himself, his heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fence and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 3rd day of April, 1941, at Julesburg, Colorado

Witness:

W. Pickernell  
Marvin L. Linder

Conrad Kalb (Seal)

STATE OF COLORADO, (  
SEDEGWICK COUNTY, ) ss.

On this 3rd day of April, 1941, before me, the undersigned Wilbra Pickernell, a Notary Public duly commissioned and qualified for and residing in said County, personally came Conrad Kalb, a bachelor, to me known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged the same to be his voluntary act and deed.

Witness my hand and Seal the day and year last above written.

Wilbra Pickernell Notary Public  
Sedgwick County, Colo.

Wilbra Pickernell  
Notary Public.

My commission expires: August 12, 1941

CONTRACT AND GRANT OF EASEMENT

No. 21756

THEODORE AND FRANCES KALB

TO

UNITED STATES OF AMERICA

STATE OF NEBRASKA COUNTY OF DEUEL SS.  
Filed April 16, 1951 at 9:00 o'clock A.M.  
G. S. LaSelle County Clerk  
Viola Long Deputy

10-394

755

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Contract and Grant of Easement

THIS CONTRACT, made this 5th day of April, 1951, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter referred to as United States, and Theodore Kalb and Frances Kalb, husband and wife

(Documentary Stamps for \$.55 cancelled)

hereinafter collectively referred to as Vendor:

WITNESSETH:

The following grant and the following mutual covenants by and between the parties:

1. For the consideration hereinafter expressed Vendor does hereby grant unto the United States, its successors and assigns, the right, privilege and easement to construct, operate and maintain an electric transmission line, with all poles, cross arms, cables, wires, guys, supports, fixtures and devices, used or useful in the operation of said line, through, over and across the following described land situate in the County of Deuel, State of Nebraska, to-wit:

N $\frac{1}{2}$ N $\frac{1}{2}$  Section 18,

Township 13 North, Range 43 West of the 6th Principal Meridian.

The center line of the route of said line of poles and wires to be erected across said lands shall be as follows:

Beginning on the West boundary line of Section 18, Township 13 North, Range 43 West, 6th Principal Meridian, at a point situate South 0° 08' East a distance of 756 feet from the Northwest corner of said Section 18; thence North 89° 33'30" East a Distance of 5108 feet, more or less, to a point on the East boundary line of said Section 18; said point being the point of ending and being situate South 0° 33' East a distance of 832 feet from the Northeast corner of said Section 18.

Checked as to engineering data:  
By J. H. Carpenter  
Office Engineer,  
Bureau of Reclamation

2. Said transmission line and every part thereof shall, where it crosses vendor's land, be confined to lands within 37-1/2 feet of either side of the hereinabove described center line, except that the United States shall have the right and privilege of placing and maintaining guys and anchorages at greater distances from said center line where reasonably necessary to support said transmission line.

3. The grant of easement herein contained shall include the right to enter upon said premises, survey, construct, maintain, operate, control and use said transmission line and to remove objects interfering therewith, and the right to permit the attachment of wires of others. Vendor reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the equipment of the United States or the use thereof. In case of permanent abandonment of said right of way, the title and interest herein granted shall end, cease and determine. The United States shall use due care in the construction and maintenance of said transmission line.

4. The grant of easement herein contained is subject to existing rights of way for highways, roads, railroads, canals, laterals, ditches, other electrical transmission lines and telegraph and telephone lines covering any part of the above described land.

5. As complete consideration for the above grant of easement, the United States agrees to pay Vendor the sum of One Hundred Twenty and no/100 Dollars (\$120.00)

5a. It is further agreed that the Vendor shall be compensated for actual crop damage or destruction which may be caused by the original construction of said transmission line in an amount not to exceed five hundred dollars (\$500.00). It is understood that the Vendor shall submit an itemized claim for crop damage to the District Manager of the North Platte River District, Bureau of Reclamation, who shall conclusively determine the extent of the damage suffered and the amount of compensation to be paid hereunder,

6. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By Lloyd E. Bowman  
Acting District Manager

Theodore Kalb  
Vendor  
Frances Kalb  
Vendor

Vendor

Vendor

STATE OF NEBRASKA

COUNTY OF DEUEL

SS.

On this 5th day of April, 1951, before me personally appeared Theodore Kalb and Frances Kalb, husband and Wife known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same.

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

R. L. Smith Notarial Seal Commission  
Expires April 9, 1954 Deuel County,  
Nebraska

R. L. Smith  
(Notary Public)

My Commission Expires April 9, 1954.

PRODUCERS 88-PAID UP  
Rev. MP 2-89

OIL AND GAS LEASE

Billings Blue Print  
Billings, Montana

AGREEMENT, Made and entered into the 18th day of September, 2003, by and between  
GERALD L. KALB and GWEN M. KALB, husband and wife  
18325 Road 16  
Chappel, NE. 69129

HOEFLE OIL COMPANY, 1st Citizens Bank, 2812 1st Ave. N, Billings, MT 59101 hereinafter called Lessor (whether one or more) and  
hereinafter called Lessee:

WITNESSETH, That the said Lessor, for and in consideration of Ten and More DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained does hereby grant, demise, lease, and let exclusively unto Lessee, its successors and assigns for the purpose and with the exclusive right, to explore by geophysical and other methods, to drill and operate for, to produce oil, all gases, including, but not limited to, casinghead gas and coal gas, and all other hydrocarbons, and to build pipelines, power lines, telephone lines, tanks, power stations, pools, roadways and other structures thereon with any and all easements reasonably required for same, and any and all other rights and privileges reasonable, necessary or incident thereto, all that certain tract of land and lands riparian thereto together with any reversionary rights therein, situated in the County of DEUEL State of NEBRASKA, described as follows, to-wit:

Township 13 North, Range 43 West  
Section 7: S72  
Section 18: N/2, SE/4

State of Nebraska, Deuel County - SS  
Entered on Numerical  
Index and listed for record in the  
County Clerk's office of said County this  
4 day of December, 2003  
at 3:20 o'clock P. M. and recorded in  
Book 2 of said County page 380  
By Arlynn Olson County Clerk  
Deputy

FEE BOOK 22689  
NUMERICAL  
INDEXED

For the purpose of determining the amount of any money payment hereunder said land shall be considered to comprise 7.93 acres.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.
2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.
3. In consideration of the premises the said Lessee covenants and agrees:
  - 1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
  - 2nd. To pay Lessor one-eighth (1/8) of the market price for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
  - 3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the market price at the mouth of the well, payable monthly at the prevailing market rate.
  4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
  5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
  6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
  7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.
  8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.
  9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
  10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
  11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations or may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.
  12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or utilize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, unless previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record in the office where this lease is recorded a declaration of such utilization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to utilize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and this royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation approved by Lessee and approved by any governmental agency by executing the same upon request of Lessee.
  13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee hold liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
  14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.
  15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding upon the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Gerald L. Kalb  
GERALD L. KALB

Gwen M. Kalb  
GWEN M. KALB

# ADMINISTRATIVE

## SUBDIVISION 24-001

PART OF THE N 1/2 OF SECTION 18, T13N, R43W OF THE 6TH P.M.  
DEUEL COUNTY, NEBRASKA

### RECORD DESCRIPTION

THE NORTH HALF OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 43 WEST OF THE 6TH  
PRINCIPAL MERIDIAN, DEUEL COUNTY, NEBRASKA.

### NEW DESCRIPTION

THAT PART OF THE NORTH HALF OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 43  
WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED  
AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID SECTION 18, THENCE  
SOUTH 89° 58' 12" WEST 189.22 FEET TO A POINT ON THE WEST LINE OF  
DISTANCE OF 411.13 FEET, THENCE SOUTH 82° 53' 54" WEST 411.13 FEET TO  
TO THE SOUTH RIGHT-OF-WAY LINE OF ROAD 16 AND THE POINT OF BEGINNING;  
OF 198.77 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE  
EAST, HAVING A RADIUS OF 301.04 FEET AND A CENTRAL ANGLE OF 89° 11' 17"; THE  
ARC DISTANCE OF 368.16 FEET TO THE END OF SAID CURVE, THENCE NORTH 0° 00' 00"  
WEST 368.16 FEET TO A POINT ON THE WEST LINE OF ROAD 16, THENCE  
WESTERLY ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 34.22 FEET TO THE  
POINT OF BEGINNING.

CONTAINING 3.93 ACRES MORE OR LESS.

### SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY  
SUPERVISION IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYORS  
REGULATION ACT, CERTIFICATE NO. 1741, AND DULY REGISTERED, AND IN ACCORDANCE WITH  
THE STATE OF NEBRASKA.



DANIEL W. MULLER  
DEUEL COUNTY, NEBRASKA  
PROFESSIONAL SURVEYOR  
D.D. 1000228  
DATE: 10/20/24

### LEGEND

- FOUND MONUMENT AS NOTED
- FOUND MONUMENT AS NOTED
- ○ ○ RECORD DATA PER S.E.R. INDEX 1183-333
- ○ ○ RECORD DATA PER S.E.R. INDEX 1147-274

THE BASIS OF BEARINGS FOR THIS SURVEY WAS TAKEN FROM GNSS NETWORK  
STATION 18325 RD 16 CHAPPELL, NE. THE BASIS OF DISTANCES  
SHOWN HEREON ARE GROUND SCALED DISTANCES.

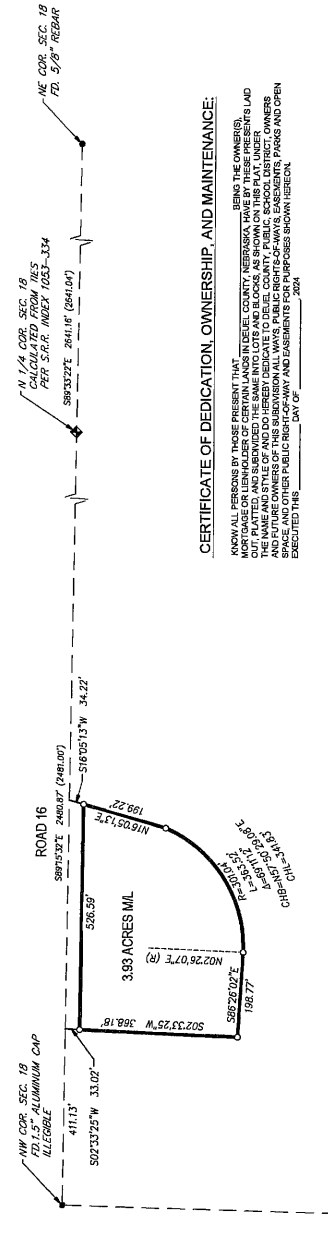
SHEET 1 OF 1

CLIENT: ROCK AGRI  
SITE: 18325 RD 16 CHAPPELL, NE



1803 N. CENTER PARKWAY SUITE 1241  
KENNEBREW, NEBRASKA  
509.255.3506 | OFFICE@MALLEYGED.COM

LAND SURVEYING · MAPPING · GIS



### CERTIFICATE OF DEDICATION, OWNERSHIP, AND MAINTENANCE:

KNOW ALL PERSONS BY THESE PRESENTS THAT \_\_\_\_\_ BEING THE OWNER(S)  
MORTGAGEE OR LENDER(S) OF CERTAIN LOTS AND BLOCKS, IN DEUEL COUNTY, NEBRASKA, HAVE BY THESE PRESENTS LAID  
OUT THE SAME INTO LOTS AND BLOCKS, AS SHOWN ON THIS PLAN, UNDER  
THE NAME AND SURVEYED THE SAME INTO LOTS AND BLOCKS, AS SHOWN ON THIS PLAN, UNDER  
THE NAME AND SURVEYED THE SAME INTO LOTS AND BLOCKS, AS SHOWN ON THIS PLAN, UNDER  
AND FUTURE OWNERS OF THIS SUBDIVISION ALL WAYS, PUBLIC RIGHTS-OF-WAYS, EASEMENTS, PASSES AND OPEN  
SPACES, AND ANY AND ALL EASEMENTS FOR PURPOSES SHOWN HEREON  
EXERCISED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

SIGNATURE \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY  
BY MY COMMISSION EXPIRES: \_\_\_\_\_ 2024  
NOTARY PUBLIC

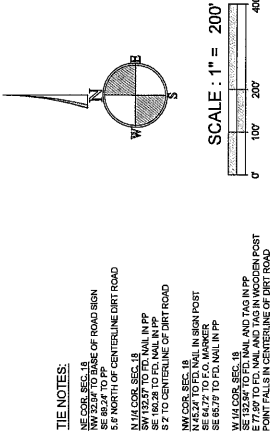
WITNESS MY HAND AND SEAL

### CERTIFICATE OF APPROVAL BY DEUEL COUNTY

TOWNSHIP \_\_\_\_\_ COUNTY, NEBRASKA, APPROVAL OF THIS PLAN DOES NOT CONSTITUTE  
ACCEPTANCE OF ANY DEDICATION.

WITNESS MY HAND AND THE CORPORATE SEAL OF DEUEL COUNTY,  
NEBRASKA  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

AUTHORIZED REPRESENTATIVE, DEUEL COUNTY, NEBRASKA  
ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_



- THE NOTES:
- NE COR. SEC. 18
  - NW 22.47' TO BASE OF ROAD 16N
  - 5.6' NORTH OF CENTERLINE DIRT ROAD
  - M/W COR. SEC. 18
  - SW 183.28' TO E.O. MARKER
  - E 16.00' TO CENTERLINE DIRT ROAD
  - NW COR. SEC. 18
  - N 14.24' TO E.O. MARKER
  - SE 64.79' TO E.O. MARKER
  - SE 163.79' TO E.O. MARKER
  - SW COR. SEC. 18
  - E 77.97' TO E.O. MARKER
  - E 77.97' TO E.O. MARKER
  - POINT FALLS IN CENTERLINE OF DIRT ROAD



IN THE COUNTY COURT OF DEUEL COUNTY, NEBRASKA

IN THE MATTER OF THE TRUST )  
CREATED BY GERALD L. KALB AND )  
GWEN M. KALB, Settlor now Deceased. )  
)  
)

Case No. PR \_\_\_\_ - \_\_\_\_\_  
TRUST REGISTRATION STATEMENT

The name of the trust is: Gerald L. Kalb and Gwen M. Kalb Family Trust

**1. Information about the trustee:**

Name: Jeffrey L. Kalb

Street Address: 11251 Santa Monica NE

City: Albuquerque State: NM Zip Code: 87122

Primary Phone: 505-845-9636 Alternate Phone: 505-235-2713

Email Address: jeffreykalb8@gmail.com

2. The records of this trust are kept at the principal place of administration, which is in Chappell, NE (City and County) at the following address:

18325 Rd 16, Chappell NE 69129

3. **This trust** has not been registered elsewhere.

4. **This was** an *inter vivos* trust established by Gerald L. Kalb and Gwen M. Kalb (collectively referred to as the “settlor”) dated February 21, 2006. The original trustees were Gerald L. Kalb and Gwen M. Kalb. Gerald L. Kalb died on September 15, 2017, and Gwen M. Kalb died on April 17, 2024, at which time the trust became a Nebraska irrevocable trust. Pursuant to the Trust Agreement, Jeffrey L. Kalb is the trust’s successor trustee.

**The undersigned trustee acknowledges that this trust registration statement is being filed with the Deuel County Court in accordance with N.R.S. § 30-3817.**


---

VERIFICATION

I declare under penalty of perjury under the law of Nebraska that the foregoing is true and correct.

Executed on the 10<sup>th</sup> day of June 2024 at Albuquerque, NM.

  
\_\_\_\_\_  
Jeffrey L. Kalb, Trustee

  
\_\_\_\_\_  
Name, NE Bar Id. #: Kelly Zorn Lowery, #25702  
Firm: Williamson Lowery Fredregill  
Address: PO Box 70  
City, State: Sterling, Colorado  
Telephone #: 970-522-2341  
Email: [kelly@wlflawfirm.com](mailto:kelly@wlflawfirm.com)  
Attorney for Successor Trustee Jeffrey L. Kalb

4867-6826-6951, v. 1

# Jerame Steger

2651 RD 171  
Chappell, NE 69129

Phone: (308) 874-4366

# Invoice

# 2024 - 0387

Oct 15, 2024

Generated: 10/15/2024 08:21:15 AM

Gwen Kalb	Year Beginning Balance	\$0.00
18325 RD 16	Charges (6)	\$7,894.50
Chappell, NE 69129	Payments Applied (0)	\$0.00
	Balance Due	\$7,894.50

Thank You

Charges . . . . .	Price	Quantity	Sub-Total	Tax	Total..	
08/17/2024 - Spray Wheat Stubble Sec 18 NW	\$18.67	145 Ac	\$2,707.15	\$0.00	\$2,707.15	(Parcel #5)
Spray Wheat Stubble Sec 7 SW	\$18.67	150 Ac	\$2,800.50	\$0.00	\$2,800.50	(Parcel #3)
09/20/2024 - Wheat Seed- Snowmass White Sec 7 SE	\$10.00	55.333 ac	\$553.33	\$0.00	\$553.33	(Parcel #4)
Wheat Starter Fertilizer Sec 7 SE	\$11.70	55.333 ac	\$647.40	\$0.00	\$647.40	
09/21/2024 - Wheat Seed- Snowmass White Sec 18 NE	\$10.00	54.66 ac	\$546.60	\$0.00	\$546.60	(Parcel #6)
Wheat Starter Fertilizer Sec 18 NE	\$11.70	54.66 ac	\$639.52	\$0.00	\$639.52	
<b>Total Charges</b>			<b>\$7,894.50</b>	<b>\$0.00</b>	<b>\$7,894.50</b>	

Balance Due - (Make Check Payable To: Jerame Steger) . . . . . \$7,894.50

NOTE: Seller will have paid tenant, so reimbursement will be made to Seller, at closing

## Summary Of Invoice

Year Beginning Balance	\$0.00
Charges (6)	\$7,894.50
Payments Applied (0)	\$0.00
Balance Due	\$7,894.50



**RECK AGRI**  
REALTY & AUCTION

535 E Chestnut | PO Box 407  
Sterling, CO 80751  
970.522.7770  
reckagri.com