

NORTHWEST BIG SPRINGS DRYLAND AUCTION

December 10, 2024

**ONLINE
ONLY
Auction**

DUE DILIGENCE PACKET



reckagri.com | 970.522.7770

DUE DILIGENCE PACKET

Printed: November 26, 2024

NORTHWEST BIG SPRINGS DRYLAND AUCTION

Deuel County, Nebraska

TO BE SOLD AT
SINGLE PARCEL AUCTION
with RESERVE

Tuesday, December 10, 2024

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

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



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

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Terms & Conditions

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

ONLINE BIDDING PROCEDURE: The NORTHWEST BIG SPRINGS DRYLAND AUCTION will be offered for sale in 1 Parcel. BIDDING WILL BE ONLINE ONLY on Tuesday, December 10, 2024. Bidding will begin @ 8:00 am MT; the auction will “soft close” @ 12:00 noon, MT. Bidding time will be extended 5 minutes with active bids. Bidding will close when 5 minutes have passed with no new bids.

To bid at the online auction: Download RECK AGRI MOBILE APP through the Apple App Store or Google Play OR visit reckagri.com and click on the NORTHWEST BIG SPRINGS DRYLAND AUCTION property page to register to bid. Your registration must be approved by Reck Agri Realty & Auction before you may bid. See Bidder Requirements below. If you have questions regarding the bidding process and/or registration, call Reck Agri Realty & Auction at 970-522-7770.

BIDDER REQUIREMENTS: Requirements for Buyer(s) to be approved to bid online: 1.) Review and agree to the terms and conditions of the Due Diligence Packet; 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. Due Diligence Packet may be obtained by visiting NORTHWEST BIG SPRINGS DRYLAND AUCTION property page at 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 Reck Agri Realty & Auction. Purchase contract will not be contingent upon financing. Terms and conditions in the Due Diligence Packet and announcements shall be incorporated and made a part of the Farm, Ranch, & Land Purchase Agreement. A 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. Buyer(s) may choose to close either December 31, 2024 or January 10, 2025. 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: Possession of property upon closing.

PROPERTY CONDITION: Prospective Buyer(s) should verify all information contained herein. All prospective bidders are urged to fully inspect the property, its condition, and to rely on their

own conclusions and the property is being sold AS IS-WHERE IS, without warranty, representation or recourse to Seller.

GROWING CROPS: No crops.

REAL ESTATE TAXES: 2024 real estate taxes due in 2025 to be paid by Seller, at closing. Buyer (s) will be responsible for all future taxes.

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

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

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

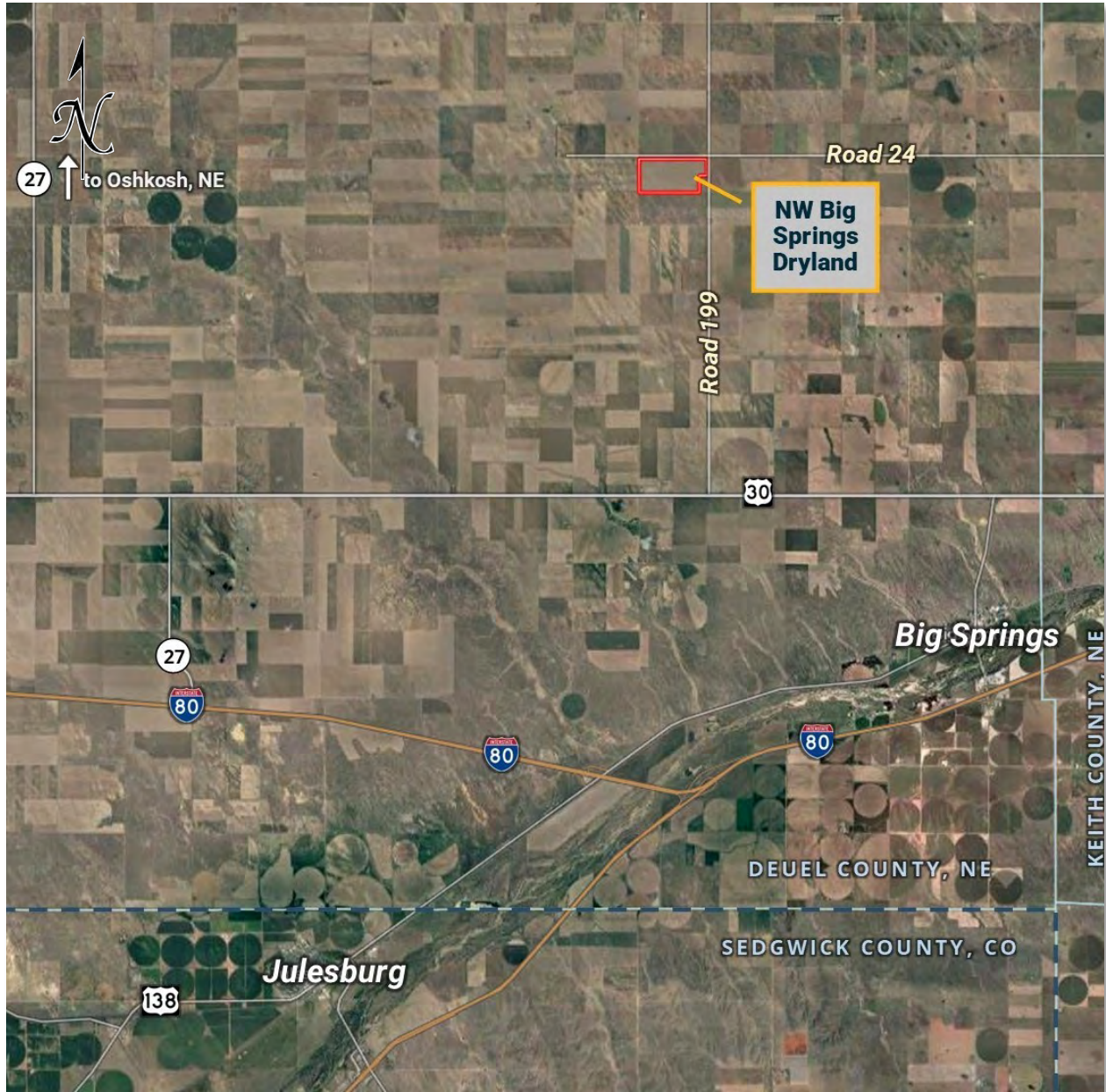
NOXIOUS WEEDS: There may be areas infested by noxious weeds. The location of and the density of noxious weeds is unknown.

ACREAGES: All stated acreages in the Color Brochure, Due Diligence Packet, and visual presentation at the auction are approximate and are obtained from the FSA office and/or county tax records. Both sources may indicate different acreages and no warranty is expressed or implied as to exact acreages of property. All bids are for the total parcel without regard to exact acreage. There will be no adjustment in purchase price if acreage is different than what is stated in this brochure and/or stated at the auction.

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 Map



Parcel Information

Legal Description:

N1/2, of Section 29, except a tract, Township 14 North, Range 42 West of the 6th PM, Deuel County, NE

See Pages 16-46 for legal description, title commitment, and title exceptions.

Acreage:

300.2± Ac Dryland

2.6± Ac Grass/Rds

302.8± TOTAL

Land Tenure:

Soils consists primarily of Class II. See Soils Map on Page 6.

Taxes:

2023 real estate taxes paid in 2024 were: \$2,599.98.

FSA Information:

FSA bases: 202.94 ac wheat w/ 38 bu PLC yield.

Comments:

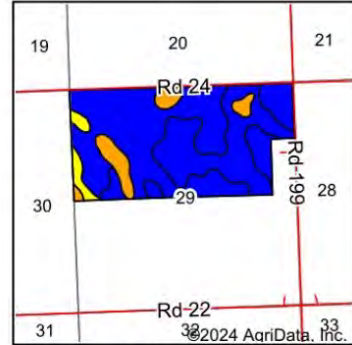
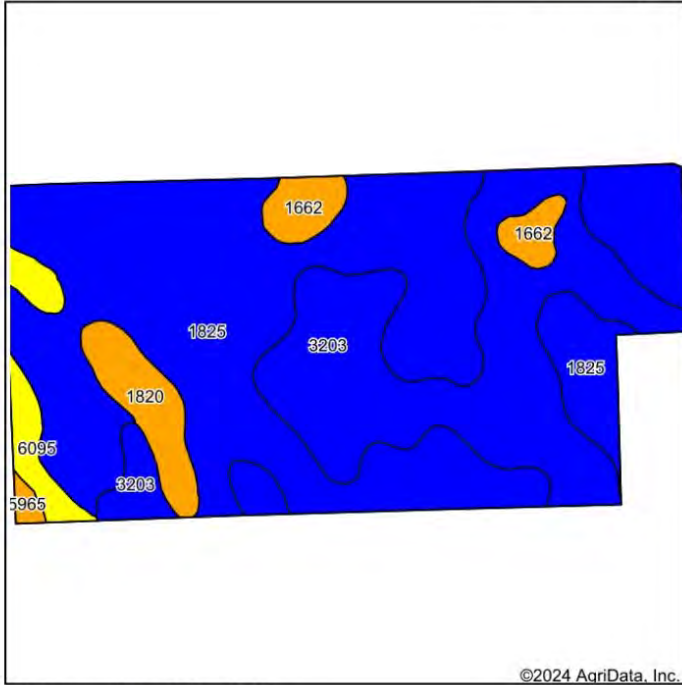
Currently in wheat stubble and cornstalks. Property leased for wind development—see title commitment for more details.

Starting Bid:

\$315,000



Soils Map



State: **Nebraska**
 County: **Deuel**
 Location: **29-14N-42W**
 Township: **Big Springs**
 Acres: **300.2**
 Date: **11/7/2024**

©2024 AgriData, Inc.

Soils data provided by USDA and NRCS.

Maps Provided By: **surety**
 CUSTOMIZED ONLINE MAPPING
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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 | 175.50 | 58.4% | | Ile | 58 |
| 3203 | Johnstown-Satanta-Richfield loams, 0 to 2 percent slopes | 90.16 | 30.0% | | Ilc | 61 |
| 1820 | Satanta-Altvan complex, 3 to 6 percent slopes | 12.85 | 4.3% | | IIIe | 51 |
| 1662 | Lodgepole silt loam, occasionally ponded | 10.46 | 3.5% | | IIIw | 7 |
| 6095 | Sarben loamy fine sand, 3 to 6 percent slopes | 9.80 | 3.3% | | IVe | 33 |
| 5965 | Jayem fine sandy loam, 0 to 3 percent slopes | 1.43 | 0.5% | | IIIe | 50 |
| Weighted Average | | | | | 2.15 | 56 |

Production History

Wheat Yields—Summer Fallow

| | | | | | | |
|---|--------------------------------------|--|--|--------------------------------------|--------------------|--------------------------------------|
| 6. County DEUEL | | 7. Type/Practice | | | Intended Use | |
| | | Commodity Type | Class | Sub Class | | |
| 8. Crop / Plan WHEAT / RP | | WINTR | | | Interval | |
| | | Irrigation Practice | Cropping Practice | Org Practice | Interval | |
| 9. Unit 0001-0003-000 | | | SUMFW | | | |
| 10. Sect Typ Rng / FN or Other 29-014N-042W / 4389 29-014N-042W / 2273 29-014N-042W / 2244 | | 11. FSA Farm/ Tract/Field # 2244/1939/1A, 2273/1939/1A, 2273/1939/1B | | | | |
| 12. Farm Name | | 13. Area Class | 14. Map Area | | | |
| 15. T-Yield 37.0 | 16. Insurability I | 17. <input type="checkbox"/> CRP/USDA | <input type="checkbox"/> NB | <input type="checkbox"/> NS | | |
| 18. Est Share 1.0000 | 19. Current Yr Rec Type (RT) ** A | 20. <input type="checkbox"/> New Propt ^a | | | | |
| 21. Multiple Crop Year Reporting Reason: | | | | | | |
| 22. Shareholder[LLT] | | | | | | |
| 23. Remarks/ Other New Crop/PIT | | | | | | |
| 24. <input type="checkbox"/> YC OptOut | | | | | | |
| 25. Year | 26. PQ/EH Prod | 27. Total Prod/RT | 28. Acres | 29. PQ/EH Yield | 30. Yield | 31. 32. OptOut Desc. QL/EH YE UUF |
| 2015 | | 0.00 | 0.00 | | 0 | Z |
| 2016 | | 6535.50 | 154.80 | | 42 | A |
| 2017 | | 0.00 | 0.00 | | 0 | Z |
| 2018 | | 1650.10 M | 145.20 | | 11 L | YA |
| 2019 | | 9674.80 A | 155.00 | | 62 | A |
| 2020 | | 0.00 Z | 0.00 | | 0 | Z |
| 2021 | | 9324.80 A | 145.00 | | 54 | A |
| 2022 | | 0.00 Z | 0.00 | | 0 | Z |
| 2023 | | 6673.50 A | 158.84 | | 42 | A |
| 2024 | | 8294.40 A | 141.36 | | 59 | A |
| 34. Rate Yld | 35. Approved Yld | 36. Adj Yld | 37. SA Yld | 38. Prel Yld | 39. Date Signed | |
| | | 49.0 *** | 0.0 | 47.0 | 07/25/2024 | |
| 40. Prior Yld | 41. Yld Ind | 42. Field Review? | <input type="checkbox"/> Yes <input type="checkbox"/> No | 43. <input type="checkbox"/> Include | | |
| 46.0 | | Inspection? | <input type="checkbox"/> Yes <input type="checkbox"/> No | UUF/3rd Party | | |

Wheat Yields—Continuous Crop

| | | | | | | |
|---|--------------------------------------|---|--|--------------------------------------|--------------------|--------------------------------------|
| 6. County DEUEL | | 7. Type/Practice | | | Intended Use | |
| | | Commodity Type | Class | Sub Class | | |
| 8. Crop / Plan WHEAT / RP | | WINTR | | | Interval | |
| | | Irrigation Practice | Cropping Practice | Org Practice | Interval | |
| 9. Unit 0001-0003-000 | | | CNTCR | | | |
| 10. Sect Typ Rng / FN or Other 29-014N-042W / 2273 | | 11. FSA Farm/ Tract/Field # 2273/1939/1A, 2273/1939/1B | | | | |
| 12. Farm Name | | 13. Area Class | 14. Map Area | | | |
| 15. T-Yield 34.0 | 16. Insurability I | 17. <input type="checkbox"/> CRP/USDA | <input type="checkbox"/> NB | <input type="checkbox"/> NS | | |
| 18. Est Share 1.0000 | 19. Current Yr Rec Type (RT) ** Z | 20. <input type="checkbox"/> New Propt ^a | | | | |
| 21. Multiple Crop Year Reporting Reason: | | | | | | |
| 22. Shareholder[LLT] | | | | | | |
| 23. Remarks/ Other New Crop/PIT | | | | | | |
| 24. <input type="checkbox"/> YC OptOut | | | | | | |
| 25. Year | 26. PQ/EH Prod | 27. Total Prod/RT | 28. Acres | 29. PQ/EH Yield | 30. Yield | 31. 32. OptOut Desc. QL/EH YE UUF |
| 2015 | | 0.00 | 0.00 | | 0 | Z |
| 2016 | | 0.00 | 0.00 | | 0 | Z |
| 2017 | | 0.00 | 0.00 | | 0 | Z |
| 2018 | | 0.00 | 0.00 | | 34 | C |
| 2019 | | 5573.60 A | 145.20 | | 38 | A |
| 2020 | | 4487.20 A | 155.00 | | 29 | A |
| 2021 | | 4390.70 A | 155.00 | | 28 | A |
| 2022 | | 0.00 Z | 0.00 | | 0 | Z |
| 2023 | | 0.00 Z | 0.00 | | 0 | Z |
| 2024 | | 0.00 Z | 0.00 | | 0 | Z |
| 34. Rate Yld | 35. Approved Yld | 36. Adj Yld | 37. SA Yld | 38. Prel Yld | 39. Date Signed | |
| | | 32.0 | 0.0 | | 11/01/2023 | |
| 40. Prior Yld | 41. Yld Ind | 42. Field Review? | <input type="checkbox"/> Yes <input type="checkbox"/> No | 43. <input type="checkbox"/> Include | | |
| 32.0 | | Inspection? | <input type="checkbox"/> Yes <input type="checkbox"/> No | UUF/3rd Party | | |

Corn Yields—Non Irrigated

| | | | | | | | | |
|--|--------------------------------------|---|--|--------------------------------------|-----------------|-----------|------------------------|--------------------------|
| 6. County DEVEL | 7. Type/Practice | | | | | | | |
| | Commodity Type | Class | Sub Class | Intended Use | | | | |
| 8. Crop / Plan CORN / RP | GRAIN | | | | | | | |
| | Irrigation Practice | Cropping Practice | Org Practice | Interval | | | | |
| 9. Unit 0001-0003-000 | NIRR | | | | | | | |
| 10. Sect Twp Rng / FN or Other 29-014N-042W / 4389 29-014N-042W / 2273 | | 11. FSA Farm/ Tract/Field # 2273/1939/1, 2273/1939/1A, 2273/1939/1B | | | | | | |
| 12. Farm Name | | 13. Area Class | 14. Map Area | | | | | |
| 15. T-Yield 57.0 | 16. Insurability 1 | 17. <input type="checkbox"/> CRP/USDA <input type="checkbox"/> NB <input type="checkbox"/> NS | | | | | | |
| 18. Est Share 1.0000 | 19. Current Yr Rec Type (RT) ** 2 | | 20. <input type="checkbox"/> New Prod* | | | | | |
| 21. Multiple Crop Year Reporting Reason: | | | | | | | | |
| 22. Shareholder[LLT] | | | | | | | | |
| 23. Remarks/ Other | | | 24. <input type="checkbox"/> YC OptOut | | | | | |
| 25. Year | 26. PQ/EH Prod | 27. Total Prod/RT | 28. Acres | 29. PQ/EH Yield | 30. Yield | 31. Desc. | 32. OptOut QL/EH YE | 33. UUF |
| 2014 | | 0.00 | 0.00 | | 0 | Z | | |
| 2015 | | 0.00 | 0.00 | | 57 | T | | |
| 2016 | | 14738.00 | 145.40 | | 101 | A | | |
| 2017 | | 13936.80 | 155.00 | | 90 | A | | |
| 2018 | | 0.00 | 0.00 | | 0 | Z | | |
| 2019 | | 0.00 Z | 0.00 | | 0 | Z | | |
| 2020 | | 0.00 Z | 0.00 | | 0 | Z | | |
| 2021 | | 0.00 Z | 0.00 | | 0 | Z | | |
| 2022 | | 5832.90 M | 141.36 | | 41 | L A | | <input type="checkbox"/> |
| 2023 | | 0.00 Z | 0.00 | | 0 | Z | | |
| 34. Rate Yld | 35. Approved Yield | 36. Adj Yld | 37. SA Yld | 38. Prel Yld | 39. Date Signed | | | |
| | 76.0 YE | 72.0 | 72.0 | | 06/27/2023 | | | |
| 40. Prior Yield | 41. Yld Ind | 42. Field Review? <input type="checkbox"/> Yes <input type="checkbox"/> No | | 43. <input type="checkbox"/> Include | | | | |
| 72.0 | | Inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No | | UUF/3rd Party | | | | |



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: December 10, 2024

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

1.) **LEGAL DESCRIPTION:** Legal Description of Parcel as described in Northwest Big Springs Dryland Auction Due Diligence Packet Printed: November 26, 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 Northwest Big Springs Dryland Auction Due Diligence Packet Printed: November 26, 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 in a trust account, to be held until the time of closing or until transferred to an escrow agent. The balance of the purchase price shall be paid as follows: 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 **December 31, 2024 or January 10, 2025**. Buyer(s) and Seller acknowledge and understand that the closing of the sale may be handled by an escrow agent and that the listing broker, Reck Agri Realty & Auction, is authorized to transfer the earnest money or any other funds received to Thalken Title Co. After the transfer, Broker shall have no further responsibility or liability to Buyer(s) or Seller to account for the funds. Escrow agent's closing fee shall be equally divided between Buyer(s) and Seller. Buyer(s) and Seller to pay their respective fees for recording their documents. County documentary fee/tax to be paid by Seller.

5.) **TITLE:** Seller to pass title by Warranty Deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record. Title commitments are available for review within the Due Diligence Packet and title commitment and exceptions will be incorporated and made a part of the Farm, Ranch, & Land Purchase Agreement. Title Insurance to be used as evidence of marketable title and cost of the

premium to be split 50-50 between Seller and Buyer(s), except Buyer(s) to pay for cost of loan title insurance policy, if applicable. The Buyer(s) to receive a TBD title commitment within Due Diligence Packet, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the purchase price after closing. Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record.

6.) POSSESSION: As stated in Northwest Big Springs Dryland Auction Due Diligence Packet Printed: November 26, 2024.

7.) PROPERTY CONDITION: On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the Northwest Big Springs Dryland Auction Due Diligence Packet Printed: November 26, 2024, and understood and agreed to all statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the Northwest Big Springs Dryland Auction Due Diligence Packet Printed: November 26, 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 Northwest Big Springs Dryland Auction Due Diligence Packet Printed: November 26, 2024.

9.) REAL ESTATE TAXES: See Northwest Big Springs Dryland Auction Due Diligence Packet Printed: November 26, 2024, for terms and conditions of real estate taxes.

10.) FSA DETERMINATION: As stated in Northwest Big Springs Dryland Auction Due Diligence Packet Printed: November 26, 2024.

11.) MINERAL RIGHTS: As stated in Northwest Big Springs Dryland Auction Due Diligence Packet Printed: November 26, 2024.

12.) NOXIOUS WEEDS: As stated in Northwest Big Springs Dryland Auction Due Diligence Packet Printed: November 26, 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 December 10, 2024, and in accordance with the terms and conditions of this Purchase Agreement, the Northwest Big Springs Dryland Auction Due Diligence Packet Printed November 26, 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 Northwest Big Springs Dryland Auction Due Diligence Packet Printed: November 26, 2024. In the event of a conflict between this Agreement and the Northwest Big Springs Dryland Auction Due Diligence Packet Printed: November 26, 2024, the Northwest Big Springs Dryland Auction Due Diligence Packet Printed: November 26, 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. 2240460 which is attached and made part of this Purchase Agreement.

21.) Northwest Big Springs Dryland Auction Due Diligence Packet Printed: November 26, 2024, is incorporated and made a part of this Purchase Agreement.

22.) 1031 SELLER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Seller may desire to sell the property which is the subject of this Auction in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer(s) agrees to cooperate but is not required to incur any additional expense or risk.

23.) 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.

24.) 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/Associate Broker working with Buyer)

Reck Agri Realty & Auction

By: _____

Broker/Associate Broker 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/Associate Broker working with Seller)

Reck Agri Realty & Auction

By: _____

Broker/Associate Broker 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

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.

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

SCHEDULE A

File No. 2240460

1. Commitment Date: November 13, 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:

JOHNNY R. ERVIN and JOAN B. ERVIN, husband and wife

5. The Land is described as follows:

The N½ of Section 29, Township 14 North, Range 42 West of the 6th P.M., in Deuel County, Nebraska, EXCEPT a tract located in the NE¼ more particularly described as follows:

Beginning at the East Quarter Corner of said Section 29; thence S 89°57'38" W on the south line of the NE¼ of said Section, 572.00 feet; thence N 00°10'44" W 1308.62 feet; thence N 89°04'08" E 571.02 feet to a point on the east line of the NE¼ of said Section; thence S 00°13'25" E on said east line, 1371.51 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. All reservations as reserved in Patents issued by the United States of America and any and all reservations for minerals of any kind and type whatsoever and mineral conveyances and all rights arising from recorded or unrecorded oil, gas or other mineral leases of any kind and type whatsoever; and any mortgages and/or trust deeds wherein said mineral rights or oil and gas are used as security.
11. Gas Storage Agreement and Oil and Gas Lease in favor of KANSAS-NEBRASKA NATURAL GAS COMPANY, INC., its successors and assigns, dated November 26, 1974 and recorded December 2, 1974 in Book "37", Page 246 of the Miscellaneous 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

12. Wind Energy Easement Agreement, in favor of ORION WIND RESOURCES, LLC, dated July 25, 2014 and recorded November 5, 2014 in Book "71", Page 1 of the Miscellaneous records of Deuel County, Nebraska.
13. Wind Energy Easement Agreement, in favor of PLATTE WIND, LLC, dated November 29, 2023 and recorded March 14, 2024 in Book "74", Page 418-424 of the Miscellaneous records of Deuel County, Nebraska.

End of Schedule B - Part 2

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.

5715 WEST ELEVENTH AVENUE
LAKEWOOD, COLORADO 80214

November 26, 1974

TELEPHONE (303) 232-5802

L. P. (NICK) MACAULEY
MANAGER, LAND
DEPARTMENT

To the County Clerk
Deuel County, Nebraska

This is to notify you that Kansas-Nebraska Natural Gas Company, Inc., a Kansas Corporation with offices at 300 North St. Joseph Avenue, Hastings, Nebraska, has purchased Gas Storage Agreements and Oil and Gas Leases identical in form and containing the same terms and conditions as the "Gas Storage Agreement and Oil and Gas Lease" attached hereto as Exhibit "A" and by this reference made a part hereof. Each of the Lessors and the Lands located in Deuel County, Nebraska covered by such instruments are more specifically set out on the attached schedule:

L. P. Macauley
L. P. Macauley, Manager, Land Department

State of Nebraska, Deuel County, SS
I, _____, Clerk and Ex-Officio Treasurer, Numerical Index and Record Commission for the County Clerk's Office of said County this _____ day of _____, 1974, at _____ o'clock A.M., and Recorded in Book _____ of _____, Page 246.
By _____ County Clerk
By _____ Deputy

FEE BOOK
NUMERIC INDEXED
5188

EXHIBIT "A"

GAS STORAGE AGREEMENT AND
OIL AND GAS LEASE

THIS AGREEMENT made and entered into this _____ day of _____,
1974, by and between _____

of the County of _____, State of _____, part of the
First Part, hereinafter designated as "Lessor" and

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.
PHILLIPSBURG, KANSAS

Party of the Second Part, hereinafter designated as "Lessee".

WITNESSETH:

1. That Lessor, for and in consideration of _____
_____ Dollars (\$ _____) in hand paid
by Lessee, the receipt of which hereby is acknowledged, and in consideration of the
covenants and agreements hereinafter contained on the part of Lessee to be paid,
kept and performed, has granted, demised, leased, and let unto and by these presents
does grant, demise, lease and let unto Lessee the following described land situated
in the County of Deuel, State of Nebraska, to-wit:

containing _____ acres, more or less. In the event any interest in the
above-described real property or in any appurtenant parcel of land not now owned
by Lessor lying within the external limits of the land leased herein, or adjacent
or contiguous thereto, such as a tract used for school purposes, railroad right-
of-way, or other purpose shall revert to or shall be conveyed by deed, or in any
other manner come into the possession of Lessor or successors in title to the
land described herein, while this lease is in force, then and in that event, such
additional interest or land shall be included hereunder.

The rights herein granted shall be subject to any valid oil and gas lease, amendment thereto, unitization agreement and unit agreement of record.

2. Under the terms hereof, Lessee shall have the right to use the land described above for the purposes of:

(a) Conducting exploratory work for the purpose of determining the suitability of the area for gas storage, by means of any well or wells on said land and other lands, either previously drilled or hereafter drilled, to store any kind of gas by pumping or otherwise introducing the same into any sand or sands or sub-strata structure, or horizon in and under said land or other lands and to remove such gas by pumping or otherwise; to use for observation; to re-establish, re-open, repair, re-condition, or plug any existing wells heretofore drilled, whether or not abandoned; to have ingress and egress to and from this land for the purposes herein stated;

(b) Inherent in the operation of a gas storage project is the constant possibility of stored gas leaking from the reservoir; accordingly, in the event of such leakage, the findings and determinations of Lessee shall be conclusive and Lessee shall have the privilege of recovering gas lost from the storage reservoir by whatever means are desirable and applicable under the circumstances.

(c) To construct, lay, maintain, operate, change the size of, and remove any pipe line or pipe lines and other appliances and structures on, over and through said lands that may be necessary or convenient for the operation by Lessee of said land alone or conjointly with other lands for the introduction and storage of gas in said land and its withdrawal therefrom;

(d) To develop, operate for, and produce oil, gas, casinghead gas, casinghead gasoline, to lay pipe lines and construct and install the necessary facilities thereon to produce, transport, store, save, remove and market all of such substances.

3. It is agreed, except as provided in Paragraph 12, that this lease shall remain in force for a term of ten (10) years from this date and as long thereafter as gas is being stored, held in storage, or withdrawn from the land described above or from land in the vicinity of the land described above by Lessee, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of them is or can be produced from the land described above. It is expressly understood that for storage purposes a well or wells need not be drilled on the land described above and that Lessee shall be the sole and exclusive judge whether gas is being stored in the land described above or held in storage within

said land, and that its determination shall be final and conclusive.

4. Lessor understands that Lessee contemplates the storage of gas initially in the "D" Sand of the Cretaceous Age, (further identified on the electrical well log of the Stoddard Estate - Zimmerman No. 1 Well located in the NW/4 NE/4 of Section 25, Township 13 North, Range 43 West, Deuel County, Nebraska as the interval from a depth of 3228 feet to 3254 feet), hereinafter referred to as the "D" Sand. Lessor agrees with Lessee that for the purposes of this Agreement and Lease there is no gas remaining in its original state in such formation. Lessor agrees that Lessee may store its gas in the "D" Sand and may remove the same therefrom without any payment to Lessor other than payments of annual combined lease and storage rentals as hereinafter provided.

5. Lessee shall have the right to utilize the land herein described and all formations thereunder for gas storage purposes, including the right to construct, maintain and operate pipe lines upon and across said land and to transport through such pipe lines gas produced on the land or elsewhere, and further including the right to drill, equip, maintain and operate on said land a well or wells completed in any underground formation or formations, and through any well or wells now located on said land or drilled hereunder and into such underground formation or formations, Lessee shall have the right at its will from time to time to inject gas produced elsewhere than on such premises and store the same therein and at its will remove the gas therefrom. In the event no surface operations for the storage of gas underground be actually undertaken on the land herein described, but such operations are conducted by Lessee on other premises in the general vicinity thereof, Lessee nevertheless shall likewise have the right to inject gas into any formation or formations underlying the surface of the land herein described, store the same therein, and remove such gas together with any natural gas which may now be contained therein, utilizing in such process of injection and removal any well or wells located on other premises in the general vicinity of the land herein described. Lessee shall have the right to conduct and continue such gas storage operations not only during the primary term hereof, but by making the annual payment hereinafter provided, Lessee shall have the further right to continue this lease in force and continue operations hereunder for successive annual periods after the primary term so long as gas is or can be produced from or is stored in and under said land, or so long as Lessee shall own, maintain or operate gas storage facilities in the manner herein provided on or in the general vicinity of said land. Lessee shall be the sole and exclusive

judge of the necessity, advisability, or need of retaining this lease and the land covered hereby, or any part thereof, for use in connection with or for the protection of such gas storage facilities or operations.

In full payment for such rights and privileges granted to Lessee, Lessee shall pay to sub-surface Lessor and such sub-surface Lessor shall accept, to cover the right and privilege of injecting and storing gas therein and removing same, and all other rights and privileges conferred, including the right to continue this lease in force and to continue operations thereunder beyond the primary term as hereinabove provided, a combined lease and storage rental in the sum of Two Dollars (\$2.00) per acre per annum, payable annually in advance, commencing with the date hereof, and continuing so long as gas is produced or stored or such gas storage rights are utilized or held by Lessee. The receipt and sufficiency of such first annual payment and the consideration first recited herein, is hereby acknowledged by sub-surface Lessor. So long as such rights are utilized or held for future utilization by Lessee and payments are made hereunder, this lease shall continue in full force and effect, and the payment or tender of the annual combined lease and storage rentals as aforesaid in the manner and within the time hereinafter provided shall be sufficient notice to Lessor of the exercising of the right of Lessee to continue this lease in force beyond its primary term. For the purpose of this payment, the acreage agreed upon is _____ acres.

6. In addition to the payments provided for in Paragraph 5 hereof, Lessee agrees -

(a) In the event that drilling operations which may be conducted by Lessee upon the land described above result in finding dry natural gas in a formation or formations other than in the "D" Sand in quantities which Lessee determines are commercial quantities, Lessee shall pay sub-surface Lessor as royalty on gas marketed from each well where gas only is found one-eighth (1/8) of the proceeds if sold at the well, or if marketed by Lessee off the leased premises then one-eighth (1/8) of the market value at the well.

(b) In the event that drilling operations which may be conducted by Lessee upon the land described above result in finding dry natural gas in a formation or formations other than in the "D" Sand, but in quantities which Lessee determines are not in commercial quantities, Lessee will cause a determination to be made of the quantity of natural gas in place and, in lieu of producing and marketing such

gas and paying sub-surface Lessor the one-eighth (1/8) royalty payments in the normal and customary manner, Lessee shall pay sub-surface Lessor in one lump sum one-eighth (1/8) of the market value at the well of the estimated quantity of such gas and Lessee thereupon will not be obligated to produce such gas and shall be the owner thereof in place.

(c) To deliver to the credit of sub-surface Lessor, free of cost, in the pipe line to which Lessee may connect its wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises or, at the option of Lessee, it may pay sub-surface Lessor for such one-eighth (1/8) royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or storage tanks; also one-eighth (1/8) of all casinghead gasoline produced from oil wells and saved.

(d) Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the acreage covered by this lease or any portion thereof with other land, lease or leases adjoining same or in the vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another as to form a compact unit or units, and to be in a unit or units to comply with the rules, regulations and drilling and spacing orders of the Nebraska Oil & Gas Conservation Commission, or such other regulatory body having jurisdiction thereof, and in the absence of such rules, regulations and drilling and spacing orders into a unit or units not exceeding 86 acres each in the event of an oil well, or into a unit or units not exceeding 660 acres each in the event of a gas well. Lessee shall execute in writing and record in the records of the Register of Deeds of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or tracts or unit or units shall be treated for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified, sub-surface Lessor shall re-

ceive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in a unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

(e) To pay to the owner of the surface rights the sum of One Thousand Dollars (\$1,000.00) for each storage well (gas input, withdrawal and observation wells) and its appurtenances and access thereto drilled on the leased premises. As to each storage well so drilled by Lessee on said leased premises, Lessee may occupy for such well and its appurtenances a rectangular tract 100 feet by 200 feet. Lessee may have temporary use of the adjoining area for operations incident to the installation, maintenance, or repair thereof. Lessee may enclose all or any part of each such storage well site area with a fence and, upon the written request of surface Lessor, shall so enclose each such well site and its appurtenances.

(f) To pay to the owner of the surface rights the sum of One Dollar (\$1.00) per rod for any pipe line or lines and appliances attached thereto that may be laid upon the premises, which said line or lines are used solely and exclusively for the transmission of gas in connection with the storage and removal thereof from the premises, such payment to be made after such pipe lines are laid, and in addition to pay reasonable damages which may arise to crops, timber, fences or other property of said surface Lessor resulting from such construction and operations, said damage, if not mutually agreed upon, to be ascertained, determined, and fully and finally settled by three disinterested persons, one to be appointed by surface Lessor, one to be appointed by Lessee, and the third to be chosen by the persons so appointed and the written award of the amount of damages so fixed by such three persons, or two of them, shall be final and conclusive. All such pipe lines shall be laid upon a route as determined by Lessee, and if the land is in cultivation, shall be buried to such depth (except as to gates, valves, meters, regulators, and drips) as will not interfere with ordinary cultivation of the land or any theretofore established drainage systems thereon.

(g) Lessee agrees to repair any roadways upon the premises that may be damaged by it by ingress and egress.

7. All sums hereinafter payable to sub-surface Lessor under this agreement may be made or tendered direct to sub-surface Lessor, or deposited to the credit of sub-surface Lessor in the _____ Bank of _____ or its successors, which bank and

its successors are sub-surface Lessor's agent and shall continue as the depository of any and all sums payable hereunder, regardless of changes in the ownership in said land, production therefrom, or in the payments to accrue hereunder. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the annual combined lease and storage rental paying date. No forfeiture for non-payment of such annual combined lease and storage rentals shall be had until thirty (30) days after receipt of written notice by registered or certified mail by sub-surface Lessor to Lessee at its Hastings, Nebraska office, during which said time Lessee shall have the right to make the payment then in default, adding two per cent (2%) of the sum due as a penalty of the delay, and thus continuing this agreement in good standing and in full force and effect.

8. If the sub-surface Lessor owns a less interest in the above mineral estate than the entire undivided mineral estate, then the annual combined lease and storage rental herein provided and any applicable payment provided for in Paragraph No. 6 hereof shall be paid the sub-surface Lessor only in the proportion which his interest bears to the whole and undivided mineral estate.

9. Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of surface Lessor. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of surface Lessor. Lessee shall have the right at any time or after the expiration of this lease to remove all property placed on said premises, including the right to draw and remove all casing. In the event this lease is terminated at any time for any reason whatsoever, except the filing of record by Lessee of a release hereof, Lessee, by making payment of any sums due or owing hereunder and by continuing to tender or pay annually the combined lease and storage rental as provided herein, shall after the date of such termination have the right to remove all gas stored in and under said land and any natural product which may be produced therewith, and the right to own, maintain, and operate all of its pipe lines, wells, and other facilities for such purpose during the time reasonably necessary and convenient to Lessee to accomplish the removal of such gas, and on conclusion of such operations the right to remove all of its equipment and other property from said land as hereinabove provided.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the assigns and their respective successors in title including their assigns.

No change of ownership in the land or in the payments which may be made hereunder shall be binding on Lessee until after notice to Lessee, which notice shall include the written transfer or assignment or a true copy thereof certified by the Register of Deeds of the county in which the land described above is located.

11. If the leased premises shall hereinafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and the annual combined lease and storage rental payments hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of Lessee to offset wells on separate tracts in which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on the above-described lands, and shall have a lien upon said lands for any taxes, mortgages, or other liens so paid and Lessee may be subrogated to the rights of any holder or holders of any tax titles or certificates, mortgages, or other liens and may keep and apply to the discharge of any such mortgage, tax, or lien, any payments or royalties accruing hereunder.

13. It is agreed that Lessee at any time may remove all property placed by it on said premises; and further, upon the payment of One Dollar (\$1.00) and all amounts due hereunder, Lessee shall have the right at any time to surrender this lease and thereupon shall be released and discharged from all payments, obligations, and conditions herein contained. All rights and privileges granted to Lessee herein shall continue until a written release is filed by Lessee in the Register of Deeds office of the county in which the land described above is located.

14. In case of notice of any adverse claim to the premises, or any claim affecting all or any part of the annual combined lease and storage rental payments or royalty payments Lessee may without penalty withhold payment or delivery of the same until the ownership is determined by agreement, compromise, or by final decree of a court of competent jurisdiction and proper evidence of same furnished to Lessee.

15. (a) It is understood and agreed that in the event any pipe lines are constructed upon the land described above in accordance with the rights granted in

Paragraph 2 (c) hereof and if surface Lessor requests Lessee to do so, Lessee will place one tap on one of said pipe lines at a location selected by Lessee and will make arrangements whereby the surface Lessor, his successors and assigns, in accordance with the rules, regulations, and conditions of service of Lessee governing farm tap connections, will have the right to purchase gas at Lessee's established rate from such single farm tap connection at the location thereof for use for domestic purposes only in one residence only on the land described above.

(b) It is understood and agreed that surface Lessor will furnish and install at his own cost and expense any service gas line necessary to carry gas from the tap and meter set on Lessee's line to surface Lessor's residence, and that surface Lessor will paint said service line with a material furnished free of charge by Lessee, the purpose of which paint is to minimize as much as possible the corrosive effects of ground currents upon both surface Lessor's service line and Lessee's pipe line.

(c) It is further understood and agreed by the surface Lessor that the pipe line of Lessee from which such farm tap service may be obtained is a transportation line and is not a distribution line and that if Lessee should hereafter discontinue the use of its Big Springs underground storage field or reservoir and should Lessee abandon such storage reservoir and remove its storage pipe lines and equipment in its Big Springs storage field, surface Lessor's right to purchase gas hereunder shall cease and terminate.

(d) Surface Lessor recognizes that any supply of natural gas obtained by him under the provisions of this Paragraph 15 will be obtained from the adjacent underground storage supply of Lessee and, therefore, any gas service obtained by surface Lessor may be subject to varying pressures, failures, freeze-offs, line breaks and other interruptions of service, and any service so obtained by surface Lessor hereunder shall be subject to all of such possible interruptions of service, and in the event of occurrence thereof Lessee shall incur no liability therefor.

16. 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,

IN WITNESS WHEREOF, the parties to this agreement have set their hands and seals the day and year first above written.

"LESSOR"

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.

ATTEST

Assistant Secretary

By _____ President

"LESSEE"

State of Nebraska, Deuel County - SS
Entered on Numerical
Index and filed for record in the
County Clerk's office of said County this
5th day of November, 2014
at 2:55 o'clock P M and recorded in
Book 71 of NISA on page 1 -
Kelly N. Rochlitz County Clerk
By Mahesh D. Singh Deputy

REF BOOK 28728
NUMERICAL ✓
INDEXED ✓

Wind Agmt NEST0984
Deuel County, Nebraska

WIND ENERGY EASEMENT AGREEMENT

Recording Requested By and
When Recorded Return to:

General Counsel
Orion Wind Energy LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
(510) 250-3400

July 25, 2014

Kelly N. Rochlitz
3074 Road 205
Big Springs, NE 69122

Dear Landowners,

This is a wind energy easement agreement ("Agreement") under which you are granting Orion Wind Resources LLC ("Orion") an exclusive easement to develop, construct, operate and maintain a wind energy project on your property in Deuel County, Nebraska ("Property"). The Property consists of approximately 638 acres and is described in Exhibit A attached hereto. The Property includes the portion described in Exhibit A-1 attached hereto ("Pivot Property"). The terms and conditions of the Agreement are set out below. This letter is binding on Orion and you. Within one year of signing this Agreement, you and Orion agree to use good faith efforts to sign an amended and restated agreement which replaces this Agreement and contains additional, customary terms and conditions consistent with the terms and conditions of this Agreement, as may be mutually agreed by you and Orion ("Amended Agreement"). If an Amended Agreement is signed, it will supersede this Agreement in its entirety. If an Amended Agreement is not signed, this Agreement will continue in full force and effect.

Terms and Conditions

Prior to Construction

Payments. Orion will pay you the amounts shown on the Fee Schedule attached to this Agreement. If you request that wind generating facilities not be installed in certain areas of the Property, such areas will be shown on the map attached as Exhibit B ("Excluded Area") and the acreage referenced throughout the Fee Schedule will not include the acreage of the Excluded Area.

Site Access. Orion and its consultants may enter the Property, after giving you reasonable advance notice, to do work needed to determine the feasibility of wind energy conversion on the Property or related to development of a wind energy project. This work may include, but is not limited to, studies of wind speed, wind direction and other meteorological data, conducting environmental, archaeological and land surveys and taking soil samples.

Termination. If Orion has not commenced construction of the wind energy project within seven years of the date of this Agreement, you may terminate this Agreement by written notice within 60 days. However, if Orion has filed an application for a county use permit and also conducted wildlife surveys of the project site by the seventh anniversary of the date of this Agreement, we may extend the seven-year development period by up to three additional years. Orion may terminate this Agreement as to all or part of the Property by written notice to you. If this Agreement terminates prior to construction, Orion will provide you with a summary of any wind measurements on the Property.

Cooperation during Development Period. You agree to cooperate with Orion's project development efforts, and not to do anything that might interfere with the flow of wind across the Property or the construction of a wind energy project, including but not limited to the following: if necessary, sign documents needed to apply for government permits or approvals for a wind energy project, at no cost to you; not build towers, buildings or other structures or plant trees on the Property closer than 500 feet or 20 times the height of such structure or tree (whichever is greater) to possible locations of Orion's wind turbines (as disclosed to you within 60 days after you notify Orion of your desire to build a structure or plant a tree); and work with Orion to obtain a non-disturbance agreement from anyone or any entity that holds an easement, lease, option, sale contract, mortgage, deed of trust or lien on the Property. When available, Orion will send you a site development plan that shows the planned locations of its wind turbines ("Turbine Siting Plan"). If you desire to build a structure or plant trees on the Property and have not received the Turbine Siting Plan, you will give Orion at least 60 days' advance notice of the height and location of such structure or trees so that Orion has such information before completing the Turbine Siting Plan. You acknowledge that you are not aware of any environmental contamination of the Property, or any pending or threatened lawsuits or government actions that might interfere with a wind energy project. You also acknowledge that you are not aware of any delinquent taxes affecting the Property.

Construction and Commercial Operation

Purpose. You are granting Orion an exclusive easement over, under and across the Property for the purpose of converting wind energy into electrical energy, including collecting and transmitting electrical energy and related activities (collectively, "Orion Activities"). The Orion Activities may include, without limitation: (a) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, underground and overhead electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads and gates, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment (collectively, "Windpower Facilities"); and (b) undertaking any other

activities, whether accomplished by Orion or a third party authorized by Orion, that Orion reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Orion has the exclusive right to convert all of the wind resources of the Property. If Windpower Facilities are installed on the Property, they are expected to be operated in conjunction with Windpower Facilities installed on nearby properties that are part of the same wind energy project (collectively, the "Project").

Term. If Windpower Facilities are installed on the Property, the initial term of this Agreement will end 30 years after the commencement of commercial operation of the Project ("Commercial Operation"). Orion may extend the initial term for one or two additional 10-year terms.

Siting. Orion will solicit your advice and input before finalizing the site design, including presenting you with a site map showing preliminary locations of any wind turbines, new roads, overhead power lines, project substations or other above-ground facilities to be installed on the Property. The Project substation, switchyard and/or Operations & Maintenance building will be located next to public roads, and Orion will have the right to lease the land used for such facilities (but not more than 10 acres) in exchange for the payment shown in the Fee Schedule.

Pivot Irrigation. If you allow Orion to install wind turbines and related facilities in the path of center pivot irrigation systems on your Property (see the last item on the Fee Schedule), then if Orion wishes to install wind turbines in the path of center pivot irrigation:

- At the time of construction, Orion will pay you the Installation Payments indicated in the Fee Schedule and, in addition, reimburse your costs to install pivot reversal mechanisms and/or remove one or more links to the sprinkler arm of the system as necessary to avoid interference with the construction or operation of wind turbines and related facilities, and you will limit operation of each irrigation system by not more than 90 degrees.
- After Commercial Operation, Orion will make the payments indicated in the Fee Schedule and you will limit operation of each irrigation system by not more than 8.6 degrees.

Taxes. Orion will pay property taxes on Orion's improvements, all nameplate capacity taxes levied on the Windpower Facilities, and any increase in your real property taxes caused by the installation of Windpower Facilities on the Property.

CRP. If the Property is removed from the Conservation Reserve Program ("CRP") because of Orion's installation of Windpower Facilities, Orion will reimburse you for the resulting penalties or reimbursement obligations to the federal government. Reimbursement will not extend to CRP payments that would otherwise have been made to you, or to removal of any other lands from CRP.

No Interference by Orion. Orion will use commercially reasonable efforts not to interfere with your agricultural activities on the portion of the Property that is not occupied by Windpower Facilities by being responsible for the following: erosion control, damage to fences, mechanic's liens, and reseeding and weed control after construction is complete. In addition, Orion will bury underground collector lines at least four feet below ground. Construction guidelines for any part of the Property not used for Windpower Facilities are in Annex I.

No Interference by You. You may use the portion of the Property that is not occupied by Windpower Facilities in any manner that does not interfere with Orion's use of the Property. For safety reasons, hunting is prohibited during construction of the Project. After the commencement of commercial operations, you may hunt and authorize others to hunt on the Property at any time so long as you or such hunter authorized by you (a) give Orion at least 72 hours' advance notice of any rifle hunting, (b) hunt in a safe manner and do not damage any Windpower Facilities or injure any personnel or property, and indemnify Orion from any such damage or injury, (c) do not hunt within 200 yards of any site road or any

wind turbine, building, substation, power line or other structure, and (d) comply with all game laws, firearm and location restrictions, and other requirements of the Nebraska Game and Parks Commission.

Ancillary Rights. You are also granting Orion access, transmission, construction, and other rights or easements needed to construct, operate and maintain Windpower Facilities on the Property and nearby properties. If Orion builds Windpower Facilities on your neighbor's property, you will allow these facilities to be located near the property boundary and also allow turbine blades to overhang the Property by up to 110 feet at a height of at least 90 feet above the ground. Orion may purchase caliche or gravel from the Property at market rates, not including transportation.

Decommissioning: Security. When the Agreement terminates, Orion will remove its Windpower Facilities from the Property down to a depth of three and a half (3½) feet (or as otherwise required under county regulations) and the land surface will be restored substantially to its original condition. To secure the performance of this obligation, Orion will put in place decommissioning security in the form of a removal bond or other security instrument 10 years after commercial operations begin or earlier as required by county regulations. The amount of security will be the cost of removal and restoration, net of salvage value of the equipment, or the amount required by county regulations (if applicable). The provisions of this paragraph will survive termination of this Agreement.

Other Provisions

Indemnities: Insurance. Each party will indemnify the other party against liability for third party claims for property damage or personal injury to third parties, to the extent caused by the operations or activities of the indemnifying party. Orion will carry at least \$1 million of liability insurance (per incident and in the aggregate) before construction begins and \$5 million of coverage after construction begins, and you will be named as an additional insured on Orion's policy. In no event shall either party be liable for consequential, punitive, special, incidental or indirect damages.

Termination. You may terminate the Agreement if Orion defaults and the default is not cured within a reasonable time after written notice of the default is given. Orion may terminate the Agreement before the term expires by written notice.

Assignment: Financing. In connection with the development or financing of Windpower Facilities on the Property, Orion may assign this Agreement or the easements created hereunder, entirely or partially, or grant subeasements, subleases or other rights to third parties or affiliated entities, or encumber all or part of its easement interest with liens, mortgages or deeds of trust. Upon an assignment, the assignor will be released from liability when the assignee agrees in writing to perform the assigned obligations. If Orion defaults on any obligation, Orion's assignees and lenders will have a right to receive concurrent notice of the default from you and a reasonable opportunity to cure the default. If requested, you agree to provide customary certifications needed to obtain financing for the Project, at no cost to you.

Confidentiality. You may discuss the financial terms of this Agreement with your lawyers or accountants who are assisting you in connection with this Agreement, or with your family, friends and neighbors at any time. Once the Project is operating, you may not disclose electrical production information to anyone outside your family except your lawyers and accountants, your lenders, and possible buyers of the Property. Orion may discuss or disclose any information as necessary in connection with Orion's development and financing activities. Orion will record this Agreement without the Fee Schedule in the office of the county clerk or register of deeds.

Counterparts. This Agreement may be executed in multiple counterparts, no one of which need be executed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

ORION WIND RESOURCES LLC

By Reid M. Buckley

Name:
Its: **Reid M. Buckley**
Vice President

ACCEPTED AND AGREED:

Kelly N. Rochlitz

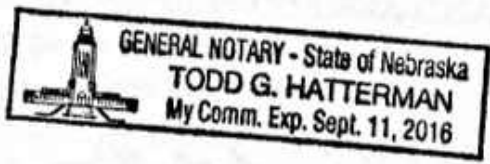
Name: Kelly N. Rochlitz

Date signed: Aug 5, 2014

STATE OF Nebraska
COUNTY OF Deuel

:
: SS.
:

The foregoing instrument was acknowledged before me this 5 day of August, 2014, by Kelly N. Rochlitz.



Todd G. Hatterman
Signature of Notary Public

↑ Affix Official Notary seal here ↑

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

On September 4, 2014, before me, Emily Molina
Reid M. Buckley, Notary Public, personally appeared _____,

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Emily Molina
Signature of Notary Public

[SEAL]

Annex I

Construction and Operation Guidelines for Agricultural Property

Roads

- To minimize erosion and facilitate natural drainage, Orion will solicit your advice on the design and location of any new roads. Orion will incorporate your advice into the final road design unless that would substantially increase construction costs over a design based on good engineering practice in the area.
- The crown of new roads will be kept to a minimum.
- New roads used during construction but not required for operations will be reclaimed and if the land is pasture will be revegetated with native or similar grasses.
- Orion will maintain roads on your land to the extent necessary for Orion's use, and will use commercially reasonable efforts to minimize erosion caused by its road use.

Crop Damage During Construction and Maintenance

- Outside of areas physically occupied by Windpower Facilities, Orion will use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its activities.
- Orion will pay for any damage to growing crops caused by its activities. The damage payment will be based on the expected yield from surrounding areas and prevailing market rates.

Soil

- Orion will not remove top soil from the Property.
- Orion will work with you to minimize areas of potential soil compaction.
- In any previously cultivated portion of your land that Orion compacts the soil outside of areas occupied by Windpower Facilities, Orion will "rip" the compacted soil in at least three passes to a depth of at least 18 inches.
- If despite the above "ripping," these areas remain areas of heavy compaction with seriously impaired crop yields, Orion will compensate you for a single year of total crop loss. (Note that this compensation is in addition to compensation paid for crops damaged during construction.)

Reseeding and Weed Control

- Orion will re-establish native or similar grasses on pasture land disturbed by Orion that is not occupied by Windpower Facilities.
- Orion will work with you to control weeds on the portions of your land not physically occupied by Orion's Windpower Facilities, and will pay the costs of weed control in the following areas: graveled access roads, graveled turbine/padmount transformer pads, electric substation yard, and fenced O&M Building area.
- You are free to spray to control weeds up to the edge of Orion's Windpower Facilities.

Gates and Fences

- When installing a gate within an existing fence, Orion will make permanent fence cuts, braces, and repairs; alternatively, you may require Orion to install a cattle guard in lieu of a gate.
- Orion will keep gates used by its personnel closed so your livestock do not stray.

EXHIBIT "A"
to Agreement

DESCRIPTION OF PROPERTY

ALL THAT CERTAIN real estate lying and being situated in Deuel County, Nebraska, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 0000824.00

The East Half (E1/2) of Section Two (2), Township Fourteen (14) North, Range Forty-two (42) West of the 6th P.M., Deuel County, Nebraska, containing approximately 317.33 acres.

Real Property Tax Parcel No. 0000892.00

The North Half (N1/2) of Section Twenty-nine (29), Township Fourteen (14) North, Range Forty-two (42) West of the 6th P.M., Deuel County, Nebraska, containing approximately 320.54 acres.

General Counsel
Orion Wind Energy LLC
155 Grand Avenue, Suite 700
Oakland, CA 94612
(510) 239-3400

August 4, 2014

(In the event of any inaccuracies in the above legal description, Orion may replace it with the correct legal description of the Property.)

EXHIBIT "A-1"
to Agreement

DESCRIPTION OF PIVOT PROPERTY

[NONE]

(In the event of any inaccuracies in the above legal description, Orion may replace it with the correct legal description of the Pivot Property.)

STATE OF NEBRASKA }
DEUEL COUNTY }
I hereby certify that this instrument was entered
on Numerical Index and filed for record this
14 day of March 2024 at 9:19 o'clock AM,
and recorded in Book 74 of Misc
on page 418 - 424

Thomas A. Sherman

County Clerk

By *Cydney L. Hanson*

Deputy

AFTER RECORDING RETURN TO

Orin Shakerdge, Esq.
NextEra Energy Resources, LLC
700 Universe Blvd.
Juno Beach, FL 33408
(561) 694-4678

(This space reserved for recording information)

MEMORANDUM OF WIND FARM LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF WIND FARM LEASE AND EASEMENT AGREEMENT ("Memorandum") is executed by and between Johnny R. Ervin and Joan B. Ervin, husband and wife, whose address for purposes of notices is: 1198 Road West G 5 North, Brule, NE 69127 ("Owner"), and Platte Wind, LLC, a Delaware limited liability company, whose address for purposes of notices is: 700 Universe Boulevard, Attn: Land Services Administration, Juno Beach, FL 33408 ("Operator"). Each of Owner and Operator shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, to the Parties entered into a Wind Farm Lease and Easement Agreement dated as of the same date of Operator's signature set forth below (as modified, supplemented or restated from time to time, the "Agreement"), by which Owner granted to Operator an exclusive option ("Option") for a Lease and one or more Easements over and across certain real property located in the Counties of Keith and Deuel, State of Nebraska, described on the attached Exhibit A as the "Owner's Property" and by which if such Option is exercised by Operator the Lease and Easements granted in the Agreement automatically become effective.

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property, including the grant of the Option, the Lease and Easements to Operator.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and

conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The period during which the Option may be exercised shall begin on the date when both Parties have executed the Agreement, and shall continue for a period three (3) years after such date ("**Initial Option Term**"). The Initial Option Term may be extended for one three (3) year extension period ("**Extended Option Term**"). References herein to the "**Option Term**" shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the commencement date of the Lease and Easements ("**Commencement Date**"). Upon Operator's exercise of the Option, the Lease and Easements in the Agreement shall automatically become effective without any further action and shall commence on the Commencement Date, and the Parties shall be subject to all of the terms and conditions of the Agreement with respect to such Lease and Easements and all rights and obligations relating thereto.

3. **Rights.** The Agreement between the Parties leases the Owner's Property to Operator and allows Operator to construct, operate, maintain, repair, replace, and remove (from time to time) the Improvements, including, without limitation, turbines, met instruments, collection facilities and related improvements for a wind energy project ("**Wind Farm**") at, on, over and under the Owner's Property, ingress and egress over Owner's Property to and from the Improvements, the Construction Property, the Turbine Property, the Collection Property, the Transmission Property, the Overhang Property, and the Met Instrument Property and otherwise as set forth in the Agreement, and for the purpose of surveying, testing and installing monitoring devices and the right to permit the rotors of turbines located on adjacent properties to overhang on to Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements is for a period commencing on the Commencement Date and ending forty (40) years thereafter. Operator is granted one (1) option to extend the term of the Lease and Easements for an additional period of twenty (20) years each.

5. **Effects Easement.** Owner hereby grants to Operator an irrevocable, non-exclusive easement for sound, noise, visual, view, light, flicker, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Wind Farm or activity located on the Owner's Property or on adjacent properties over and across the Owner's Property. This easement shall run with the land; no act or failure to act on the part of Operator or the holder of the easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a release of such holder's rights under the easement; and nonuse of the easement shall not prevent the future use of the entire scope thereof.

6. **Wind Non-Obstruction Easement.** Owner hereby grants Operator an irrevocable, exclusive easement, right and privilege to use, maintain and capture the free and unobstructed flow of wind currents over and across the Owner's Property ("**Wind Non-Obstruction Easement**"); in connection with the provisions of Nebraska Revised Statute §66-911, Owner and Operator acknowledge and agree that any obstruction to the free flow of the

wind above forty feet (40') from the surface of the Property is prohibited throughout the entire area of the Owner's Property (other than as a result of any such obstructions existing as of the Effective Date) which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine or Met Instrument is located at any time and for a distance from each Turbine and Met Instrument to the boundaries of the Owner's Property. Throughout the entire Term (24 hours a day, 7 days a week), Owner shall not engage in any activity on Owner's Property that might interfere with wind speed or wind direction over any portion of any Turbine or Met Instrument Site Property, whether located on or off the Owner's Property; cause a decrease in the output or efficiency of any Turbine or accuracy of any meteorological equipment; or otherwise interfere with Operator's operation of the Wind Farm or exercise of any rights or the Lease granted in this Agreement ("**Interference**"). This easement shall run with the land; no act or failure to act on the part of Operator or the holder of the easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a release of such holder's rights under the easement; and nonuse of the easement shall not prevent the future use of the entire scope thereof.

7. **Exclusive Rights.** Owner agrees not to grant, convey, assign or provide any easement, license, permit, lease or other right for access across the Owner's Property for generation or transmission of power on or across Owner's Property to any third party in connection with the construction or operation of electrical generating or transmission facilities. Operator shall have the exclusive right during the Term (i) to use and possess the Owner's Property in connection with the Wind Farm and other similar wind-powered electrical power generation projects; (ii) to use and convert all of the wind resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Wind Farm, including, without limitation, the storage of towers, materials and equipment during the installation and construction of the Turbines and other Improvements; development and operation of communications systems; and site tours of the Wind Farm for visitors and other interested parties. This covenant shall not be interpreted to deny Owner the right to grant telecommunications providers appropriate rights to construct and maintain telecommunications facilities on or under the Owner's Property so long as the rights are granted in compliance with the requirements of the Agreement and do not interfere with Operator's operations.

8. **Hunting and Firearms; Other Restrictions.** The Agreement restricts hunting and the discharge of firearms on the Owner's Property in the vicinity of the Wind Farm Improvements for the protection of Operator's site personnel and Wind Farm Improvements. The Agreement also contains other limitations and prohibitions relating to the Owner's Property, including but not limited to, those affecting the mineral estate, including oil and gas and other minerals, and surface use by the mineral estate, and any activity in proximity to, or affecting, the Operator's operations and equipment, as more particularly described therein.

9. **Rights Reserved.** The Agreement reserves to Owner, or Owner's tenants rights to farm and use areas of Owner's Property, to the extent provided in the Agreement. Operator waives any interest, claim or lien in crops grown on Owner's Property. Operator agrees that Operator's use of the Property is purely for commercial purposes and that Operator shall not conduct farming activities on the Property.

10. **Notices.** All notices or other communications required or permitted by the Agreement shall be deemed given or made when personally delivered; three (3) days after deposit in the United States mail, first class, postage prepaid, certified; or, one (1) business day after dispatch by Federal Express or other overnight delivery service of national scope to the addresses set forth in the preamble. Any party may change its address for purposes of this paragraph by giving written notice of the change to the other parties in the manner provided in this paragraph.

11. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

12. **Successors and Assigns.** The terms of this Memorandum and the Agreement are covenants running with the land and inure to the benefit of, and are binding upon, the parties and their respective grantees, heirs, executors, administrators, successors and assigns, including all subsequent owners of all or any portion of the Owner's Property. References to Owner and Operator include their respective successors and assigns.

13. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

(Signature page is next.)

EXECUTED on the date set forth below.

Operator:

Platte Wind, LLC,
a Delaware limited liability company

By: *Anthony Pedroni*
Anthony Pedroni, Vice President

ACKNOWLEDGEMENT

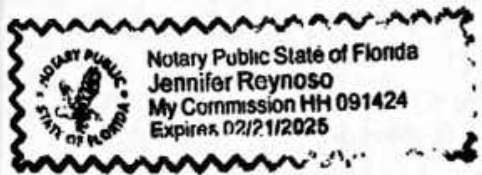
STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

On this 21 day of December, 2023, before me, the undersigned notary public, personally appeared Anthony Pedroni, Vice President of Platte Wind, LLC, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

Jennifer Reynoso
NOTARY PUBLIC, STATE OF FLORIDA



My commission expires: 2-21-25

EXHIBIT A

Legal Description of Owner's Property

Parcel 1

West Half (W $\frac{1}{2}$) of Section 1, Township 14 North, Range 42 West of the 6th P.M., Deuel County, Nebraska.

Parcel 2

North Half (N $\frac{1}{2}$) of Section 29, Township 14 North, Range 42 West of the 6th P.M., Deuel County, Nebraska, EXCEPT a tract located in the more particularly described as follows:

Beginning at the East Quarter Corner of said Section 29; thence S 89°57'38" W on the South line of the of said Section, 572.00 feet; thence N 00°10'44" W 1308.62 feet; thence N 89°04'08" E 571.02 feet to a point on the East line of the Northeast Quarter (NE $\frac{1}{4}$) of said Section; thence S 00°13'25" E on said East line, 1371.51 feet to the point of beginning.

Parcel 3

The West Half (W $\frac{1}{2}$); the Southeast Quarter (SE $\frac{1}{4}$), except the North 18 rods of the East 144 rods thereof, and a tract of land 16 rods in width along the West side of the Northeast Quarter (NE $\frac{1}{4}$), all in Section 26, Township 14 North, Range 40 West of the 6th P.M., Keith County, Nebraska.

Except a 4.1 acres, more or less, tract of land which is being retained by Grantor the same is described as follows, to-wit:

A tract of land being part of the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) and part of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 26, Township 14 North, Range 40 West of the 6th P.M., Keith County, Nebraska, described as follows:

Beginning at the Northwest corner of the Northeast Quarter of Section 26; thence, along the North line thereof, S 89°58'51" E 214.0 feet (bearing assumed and all others are relative thereto) to the true point of beginning; thence, continuing on the North line of the Northeast Quarter, S 89°59'51" E 50.0 feet; thence, departing said North line, S 00°00' W 2223.46 feet; thence, S 88°21'44" W 264.11 feet to a point on the West line of the Northeast Quarter; thence, continuing S 88°21'44" W 86.37 feet; thence, N 02°26'40" E 163.6 feet; thence, N 53°39'55" E 98.51 feet to a point on the West line of the Northeast Quarter; thence continuing N 53°39'55" E 58.73 feet; thence, S 86°49'55" E 166.95 feet; thence, N 00°00' E 1986.11 feet to the true point of beginning, containing 4.1 acres, more or less, when including 0.001 acre in County road right-of-way on the North.

QLA ID: 22060



RECK AGRI
REALTY & AUCTION

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