

ELMO & DOYLE NEIMAN CO. (NE) LAND AUCTION

February 12, 2026

**ONLINE
ONLY
Auction**

DUE DILIGENCE PACKET



reckagri.com | 970.522.7770

DUE DILIGENCE PACKET

Printed: January 27, 2026

ELMO & DOYLE NEIMAN CO. (NE) LAND AUCTION

Frontier County, Nebraska

TO BE SOLD AT
SINGLE PARCEL AUCTION
with RESERVE

Thursday, February 12, 2026

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

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



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

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Terms & Conditions

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

ONLINE BIDDING PROCEDURE: The Elmo & Doyle Neiman Co. (NE) Property will be offered for sale as one parcel. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on February 12, 2026. The auction will "soft close" @ 12:00 noon, MT on February 12, 2026. Bidding remains open as long as there is continued bidding. Bidding will close when 5 minutes have passed with no new bids. Bidders may bid at any time before bidding closes.

To bid at the online auction:

Download RECK AGRI MOBILE APP through the Apple App Store or Google Play OR visit reck-agri.com and click on the "ELMO & DOYLE NEIMAN CO. (NE) LAND 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 this 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, if requested by broker.

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 "ELMO & DOYLE NEIMAN CO. (NE) LAND AUCTION" property page at reck-agri.com or by calling Reck Agri Realty & Auction.

SALE TERMS/PROCEDURE: The "ELMO & DOYLE NEIMAN CO. (NE) LAND AUCTION" is an online only auction with RESERVE. The "ELMO & DOYLE NEIMAN CO. (NE) LAND AUCTION" property to be offered as one parcel. Competitive bids will determine the outcome of the auction. Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

SIGNING OF PURCHASE CONTRACT: Immediately following the closing of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a Farm, Ranch, & Land Purchase Agreement for the amount of the bid. Required earnest money deposit is 15% of the total purchase price which is due upon the signing of the contract(s) and to be deposited with Reck Agri Realty & Auction. Earnest money deposit will be transferred to Fidelity National Title (Bacon, Vinton & Venteicher, LLC) prior to closing and applied toward the total purchase price. Purchase contract will not be contingent upon financing. Terms and conditions of this Due Diligence Packet and announcements shall be incorporated and made a part of the contract. Sample contract is available herein.

CLOSING: Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before March 13, 2026. Closing to be conducted by Fidelity National Title (Bacon, Vinton & Venteicher, LLC) 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 herein 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 herein, 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, and other restrictions and regulations of record.

POSSESSION: Possession of grass and farmland upon closing.

LEASE: Seller attests there is no farm lease (verbal or written) and/or any prior lease has been appropriately terminated. Should a tenant claim interest in the property, Seller to stand all costs associated with said termination.

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

WATER RIGHTS & EQUIPMENT: Seller to convey all water rights appurtenant to the property.

GROWING CROPS: No growing crops.

REAL ESTATE TAXES: 2026 real estate taxes due in 2027 and thereafter to be paid by Buyer(s).

FSA DETERMINATION: FSA base acres and yields to pass with the Parcel as designated herein. Buyer(s) and Seller, at closing, to sign a memorandum of understanding stating the base acres and yields.

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

MINERALS: No mineral rights included, previously reserved.

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

ACREAGES: All stated acreages in the Color Brochure, herein, 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 packet and/or stated at the auction.

BIDDER REQUIREMENTS: Prior to auction, Buyer(s) to review the terms and conditions as set forth in this Due Diligence Packet. Due Diligence Packet may be obtained by visiting auction property page at reckagri.com, or by calling Reck Agri Realty & Auction.

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

COPYRIGHT: Photographs, Videos, Color Brochure & Due Diligence Packet are property of Reck Agri Realty & Auction and cannot be reproduced without permission.

Location Map



Parcel Map



Parcel Information

Legal Description:

W1/2 of Section 15 and NW1/4 of Section 22, Township 6 North, Range 28 West of the 6th PM, Frontier County, NE.

See Pages 14-38 for legal description, title commitment, and title exceptions.

Acreage:

264.7± Ac Dryland

218.0± Ac Grass

482.7± TOTAL

Land Tenure:

Soils consists primarily of Class III & IV. See Soils Map on Page 6.

Taxes & Assessments:

2025 real estate taxes due in 2026 are: \$6,055.68.

FSA Information:

FSA bases: 135.2 ac soybean w/ 40 bu PLC yield, 67.6 ac wheat w/ 38 bu PLC yield.

Comments:

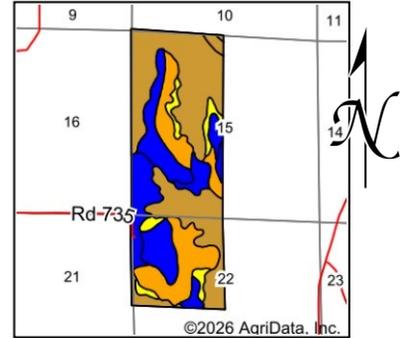
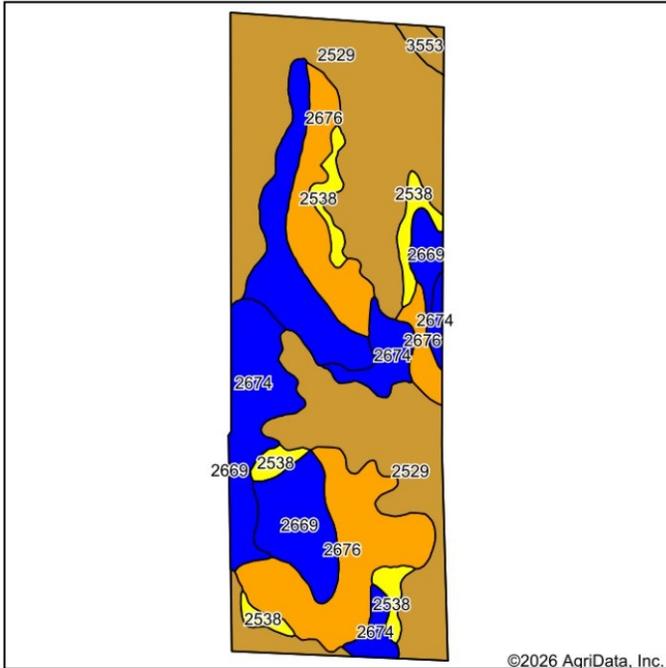
264.7± ac corn stalks

Starting Bid:

\$585,000



Soils Map



State: **Nebraska**
 County: **Frontier**
 Location: **15-6N-28W**
 Township: **North Star**
 Acres: **482.7**
 Date: **1/8/2026**



Soils data provided by USDA and NRCS.

Area Symbol: NE063, Soil Area Version: 23

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu
2529	Coly and Uly silt loams, 11 to 30 percent slopes	217.39	44.9%		Vle	
2676	Holdrege silt loam, 3 to 7 percent slopes, eroded, plains and breaks	97.77	20.3%		IIle	
2669	Holdrege silt loam, 1 to 3 percent slopes, eroded	76.10	15.8%		Ile	
2674	Holdrege silt loam, 1 to 3 percent slopes, plains and breaks	61.58	12.8%		Ile	
2538	Coly silt loam, 6 to 11 percent slopes, eroded	25.51	5.3%		IVe	20
3553	Hobbs silt loam, frequently flooded	4.35	0.9%		VIw	
Weighted Average					4.15	1.1



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: February 12, 2026

The undersigned, _____ as Buyer, agrees to purchase the following Property owned by _____ ("Seller"):

1.) **LEGAL DESCRIPTION:** Legal Description of Parcel as described in Elmo & Doyle Neiman Co. (NE) Land Auction Due Diligence Packet Printed: January 27, 2026.

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

2.) **PERSONAL PROPERTY:** The only personal property included is as follows: Inclusions as stated in Elmo & Doyle Neiman Co. (NE) Land Auction Due Diligence Packet Printed: January 27, 2026.

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 March 13, 2026. 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 Fidelity National Title (Bacon, Vinton, & Venteicher, LLC). 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 herein 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 herein 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, and other restrictions and regulations of record.

6.) POSSESSION: As stated in Elmo & Doyle Neiman Co. (NE) Land Auction Due Diligence Packet Printed: January 27, 2026.

7.) PROPERTY CONDITION: On or before the date of the Auction, the Buyer(s) had the opportunity to physically inspected the Property, the Elmo & Doyle Neiman Co. (NE) Land Auction Due Diligence Packet Printed: January 27, 2026, 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 Elmo & Doyle Neiman Co. (NE) Land Auction Due Diligence Packet Printed: January 27, 2026. Buyer(s) has, relying solely on his/her own Due Diligence and with no oral or written representations from the Seller or the Auction Company or its agents, accepted the Property "As Is, Where Is" including, but not limited to, no physical environmental or legal compliance warranties whatsoever from the Seller.

8.) WATER RIGHTS & EQUIPMENT: Water rights to be conveyed as stated in Elmo & Doyle Neiman Co. (NE) Land Auction Due Diligence Packet Printed: January 27, 2026.

9.) GROWING CROPS: Growing crops to be conveyed as stated in Elmo & Doyle Neiman Co. (NE) Land Auction Due Diligence Packet Printed: January 27, 2026.

10.) REAL ESTATE TAXES: See Elmo & Doyle Neiman Co. (NE) Land Auction Due Diligence Packet Printed: January 27, 2026, for terms and conditions of real estate taxes.

11.) LEASE: Seller attests there is no farm lease (verbal or written) and/or any prior lease has been appropriately terminated. Should a tenant claim interest in the property, Seller to stand all costs associated with said termination.

12.) FSA DETERMINATION: As stated in Elmo & Doyle Neiman Co. (NE) Land Auction Due Diligence Packet Printed: January 27, 2026.

13.) MINERAL RIGHTS: As stated in Elmo & Doyle Neiman Co. (NE) Land Auction Due Diligence Packet Printed: January 27, 2026.

14.) NOXIOUS WEEDS: As stated in Elmo & Doyle Neiman Co. (NE) Land Auction Due Diligence Packet Printed: January 27, 2026.

15.) 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 packet and/or stated at the auction.

16.) BUYER DESIGNATION: Buyer(s), before closing, may designate additional parties, including Buyer(s) or an entity owned or controlled by Buyer(s), to be named as Buyer(s) on all instruments

of transfer of the Property and other necessary closing documents, including title commitments.

17.) FAX and/or EMAIL: In accordance with the Nebraska Uniform Electronic Transactions Act, Seller and Buyer(s) agree they may contract through facsimile transmission and/or email. Execution and delivery of this purchase agreement may be affected using facsimile transmission or email. If any such transmission is so used, it shall be deemed by the parties to be sufficient, and original copies of such transmissions will not be delivered to either party.

18.) MAINTENANCE: Seller agrees to maintain the above-described real estate and improvements in their present condition until delivery of possession. Seller represents that there are no latent defects in the Property of which the Seller is aware.

19.) RISK OF LOSS: This agreement shall in no manner be construed to convey the Property or to give any right of possession. Risk of loss or damage to the Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause and Seller does not elect to repair or replace said structure, Buyer(s) shall have the right to rescind this agreement, and the earnest money shall be refunded.

20.) SPECIFIC PERFORMANCE: If Buyer(s) is in Default: If Buyer(s) 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(s) shall be divided between Broker and Seller, one-half to Broker but not to exceed the commission agreed. Seller may recover such damages as may be proper; or Seller may elect to treat this Agreement as being in full force and effect and Seller has the right to specific performance or damages, or both.

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

21.) Buyer(s) is the high bidder for the Property identified herein at the Elmo & Doyle Neiman Co. (NE) Land Auction conducted by Reck Agri Realty & Auction (hereinafter "Auction Company") for the Seller and held February 12, 2026, and in accordance with the terms and conditions of this Specific Performance Contract, the Elmo & Doyle Neiman Co. (NE) Land Auction Due Diligence Packet Printed January 27, 2026 (hereinafter DDP), the Title Commitment and all supplements and additions thereto, and other announcements at the Auction by the Auction Broker. Upon the auction closing, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the DDP, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the DDP, the DDP, as modified by announcements at the auction shall control.

22.) Buyer has reviewed and accepts the attached Fidelity National Title (Bacon, Vinton, & Venteicher, LLC) Title Co Title Commitment by File No. 25-0169 which is attached and made part of this Purchase Agreement.

23.) Elmo & Doyle Neiman Co. (NE) Land Auction Due Diligence Packet Printed: January 27, 2026, is incorporated and made a part of this Purchase Agreement.

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 Limited Dual Agent Customer Only.

Selling Agent: Reck Agri Realty & Auction is the agent of Limited Buyer's Agent 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 working with Buyer)

Reck Agri Realty & Auction

By: _____

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

ACKNOWLEDGMENT (To be completed by Broker working with Seller)

Reck Agri Realty & Auction

By: _____

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

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: _____

\$_____ to apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified, or in the event there are any defects in the title which cannot be cured as specified above, the earnest money shall be refunded to Buyer.

Reck Agri Realty & Auction
535 E Chestnut
PO Box 407
Sterling, CO 80751
Phone: 970-522-7770, Fax: 970-522-7365

By: _____ DATE: _____
Marc Reck

Contact Information:

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

Items Broker may perform:

- 1.) Conduct showings of properties;
- 2.) Review and explain clauses in the sales contract;
- 3.) Present offers to the seller and counter-offers from the seller.

Title Commitment





Fidelity National Title Insurance Company

Issuing Agent: Michael L. Bacon, Steven P. Vinton and Colten C. Venteicher
Issuing Office: Bacon, Vinton, & Venteicher, LLC
ALTA® Universal ID: 1071251
Loan ID Number:
Commitment Number: 25-0169
Issuing Office File Number: 25-0169
Property Address: Rural, none, NE 00000
Revision Number:

1. Effective Date: December 7, 2025 at 08:00 AM.

2. Policy or Policies to be issued:

(a) 2021 ALTA® Owner's Policy Policy Amount: \$TBD
Premium: \$

PROPOSED INSURED:
TBD

(b) 2021 ALTA® Loan Policy Policy Amount: \$ TBD
Premium: \$

PROPOSED INSURED:
TBD

Insured Closing Protection Letter Endorsement Premium: \$
Endorsement Premium: \$25.00

Total Premiums: \$ TBD

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Elmo & Doyle Neiman Company, a Nebraska corporation

5. The land referred to in this Commitment is described as follows

Township 6 North, Range 28 West of the P.M., Frontier County, Nebraska

Section 22: NW1/4

Section 15: W1/2

Countersigned:

Authorized Officer or Agent

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National 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.

82C170B27v ALTA Commitment - Schedule A



Schedule B - Section 2

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 1. Any defect, lien, encumbrance, adverse claim or other matter, that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any 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 when the policy is issued pursuant to this commitment.

- 7. Patent restrictions or reservations.
8. NOTE: In the owner's policy of insurance to be issued, the mortgage and/or deed of trust to be insured as referenced in this commitment (if any), will appear as a Schedule B exception in the owner's policy
9. Easements and restrictions which are shown on the subdivision plat, if any.
10. Real estate taxes for the year 2024, in the amount of \$1,886.30, tax identification #320021688 are shown as paid in full.
11. Real estate taxes for the year 2024, in the amount of \$3,314.46, tax identification #320021491 are shown as paid in full.
12. Real estate taxes accruing for the year 2025 and subsequent years.
13. Terms and conditions of Mineral Deed recorded March 5, 1981, in Book 60, Page 587.
14. Terms and conditions of Deed of Distribution by Personal Representative recorded November 4, 2005, in Book 69, Page 607.
15. Terms and conditions of Warranty Deed (Dividing Trust Minerals) recorded January 24, 2019, as Instrument #201900032.
16. Terms and conditions of Trustee's Deed recorded December 20, 2019, as Instrument #2019-00526.
17. Terms and conditions of Trustee's Deed recorded December 20, 2019, as Instrument #201900527.
18. Terms and conditions of Deed of Distribution by Personal Representative recorded December 31, 1986, in Book 62, Page 257.
19. No coverage is provided under the terms of this policy for financing statements and/or security agreements filed with the County Clerk, or Uniform Commercial Code Office of the Secretary of State.
20. This policy does not insure the right to maintain any boundary wall or fence located beyond the subject property.
21. The rights of the public and others thereto in and to the use of that portion of the property within the bounds of any road or highways, whether by easement or fee title.
22. NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage lien.
23. Terms and conditions of the Farm Homestead Protection Act of Chapter 76, Article 19 of the Nebraska Revised Statutes.
24. Zoning restrictions, if any, adopted by the County Board or other governmental subdivision.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National 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.



Fidelity National Title Insurance Company

25. All reservations as reserved in patents issued by the United States of America and all rights arising from unrecorded oil, gas or other mineral leases of any kind and type whatsoever; and any mortgage and/or trust deeds wherein said mineral rights or oil and gas leases are used as security.
26. NOTE: Attached hereto is the Nebraska Closing Protection Letter. A charge of \$25.00 will be charged if the Title Company is requested to perform any settlement or filing services regarding the transaction insured by this commitment and policy(s) to be issued.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National 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.

82C170B27v

ALTA Commitment for Title Insurance 07/01/2021 w-NE MOD w-CPL

©

RECORDED AT FRONTIER COUNTY, NE
December 20, 2019 at 11:00 A.M.
Inst. 2019 00527
Debra M. Walker
County Clerk/ Register of Deeds

NEBRASKA DOCUMENTARY
STAMP TAX
Date December 20, 2019
S. Exempt 20 BY: Diana B. P.

Return to:
Allen L. Fugate
P.O. Box 82
North Platte, NE 69103

TRUSTEE'S DEED
(Frontier County)

ALLEN L. FUGATE, Trustee of the Jon L. Neiman Trust for the benefit of Jon R. Neiman, Jr., GRANTOR, in consideration of a distribution from Trust conveys an undivided 1/4 interest in and to all of the oil, gas and other minerals in, on or under the lands described on Exhibit A attached hereto and incorporated herein by reference owned by the Jon L. Neiman Trust or the Trustee of the Jon L. Neiman Trust to JON R. NEIMAN, JR., GRANTEE.

To have and to hold these mineral interests together with all rights, privileges and appurtenances thereto belonging unto the GRANTEE and to GRANTEE'S heirs and assigns forever.

This Deed is to distribute out of Trust all mineral interests GRANTOR obtained by virtue of that certain Warranty Deed recorded at Instrument No. 2019-00032 in the records of the Register of Deeds of Frontier County, Nebraska on January 24, 2019.

Executed: December 17, 2019.

Allen L. Fugate
ALLEN L. FUGATE, Trustee of the Jon L. Neiman Trust for the Benefit of Jon R. Neiman, Jr.

STATE OF NEBRASKA)
)SS.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me on the 17th day of December, 2019, by ALLEN L. FUGATE, Trustee of the Jon L. Neiman Trust for the benefit of Jon R. Neiman, Jr.

GENERAL NOTARY - State of Nebraska
SHANNON GLEAL
My Comm. Exp. September 26, 2022

Shannon Gleal
Notary Public

Inst. 2019 00527

NEBRASKA DOCUMENTARY
STATE TAX
Date December 20, 2019
\$ 27.00 By Dino BJA

RECORDED AT FRONTIER COUNTY, NE
December 20, 2019 at 11:00 A.M.

Inst. 2019 00 526
Dale M Walker
County Clerk / Register of Deeds

Return to:
Allen L. Fugate
P.O. Box 82
North Platte, NE 69103

TRUSTEE'S DEED
(Frontier County)

ALLEN L. FUGATE, Trustee of the Jon L. Neiman Trust for the benefit of Jamie McCreary, GRANTOR, in consideration of a distribution from Trust conveys an undivided 1/4 interest in and to all of the oil, gas and other minerals in, on or under the lands described on Exhibit A attached hereto and incorporated herein by reference owned by the Jon L. Neiman Trust or the Trustee of the Jon L. Neiman Trust to JAMIE McCREARY, GRANTEE.

To have and to hold these mineral interests together with all rights, privileges and appurtenances thereto belonging unto the GRANTEE and to GRANTEE'S heirs and assigns forever.

This Deed is to distribute out of Trust all mineral interests GRANTOR obtained by virtue of that certain Warranty Deed recorded at Instrument No. 2019-00032 in the records of the Register of Deeds of Frontier County, Nebraska on January 24, 2019.

Executed: December 17, 2019.

[Signature]
ALLEN L. FUGATE, Trustee of the Jon L. Neiman Trust for the Benefit of Jamie McCreary

STATE OF NEBRASKA)
)SS.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me on the 17th day of December, 2019, by ALLEN L. FUGATE, Trustee of the Jon L. Neiman Trust for the benefit of Jamie McCreary.

GENERAL NOTARY - State of Nebraska
SHANNON CLEAL
My Comm. Exp. September 26, 2022

[Signature]
Notary Public

Inst. 2019 00 526

EXHIBIT A

All real estate owned by the Jon L. Neiman Trust including but not limited to all real estate in Frontier County, Nebraska, Hitchcock County, Nebraska, Hays County, Nebraska, Red Willow County, Nebraska, Phillips County, Colorado and Yuma County, Colorado including but not limited to the real estate specifically described below:

TOWNSHIP 6 NORTH, RANGE 28 WEST OF THE 6TH P.M., FRONTIER COUNTY,
NEBRASKA

SECTION 7: S $\frac{1}{2}$;
SECTION 8: N $\frac{1}{2}$; SW $\frac{1}{4}$;
SECTION 15: W $\frac{1}{2}$;
SECTION 18: N $\frac{1}{2}$;
SECTION 22: NW $\frac{1}{4}$;

TOWNSHIP 7 NORTH, RANGE 28 WEST OF THE 6TH P.M., FRONTIER COUNTY,
NEBRASKA

SECTION 29: NW $\frac{1}{4}$;
SECTION 30: SE $\frac{1}{4}$; SW $\frac{1}{4}$;
SECTION 31: NW $\frac{1}{4}$;

TOWNSHIP 6 NORTH, RANGE 29 WEST OF THE 6TH P.M., FRONTIER COUNTY,
NEBRASKA

SECTION 14: NW $\frac{1}{4}$;
SECTION 15: E $\frac{1}{2}$ NE $\frac{1}{4}$;

TOWNSHIP 7 NORTH, RANGE 29 WEST OF THE 6TH P.M., FRONTIER COUNTY,
NEBRASKA

SECTION 24: S $\frac{1}{2}$ SE $\frac{1}{4}$;
SECTION 25: NW $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$;
SECTION 36: NW $\frac{1}{4}$ NE $\frac{1}{4}$;

Inst. 2019 00 526

SE $\frac{1}{4}$ of Section 30, Township 5 North, Range 29, West of the 6th P.M., Frontier County, Nebraska; NW $\frac{1}{4}$ of Section 14, E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 15, Township 6 North, Range 29, West of the 6th P.M., Frontier County, Nebraska.

S $\frac{1}{2}$ of Section 7 and the N $\frac{1}{2}$ of Section 18, Township 6 North, Range 28, West of the 6th P.M., Frontier County, Nebraska.

N $\frac{1}{2}$ and SW $\frac{1}{4}$ of Section 8, Township 6 North, Range 28, West of the 6th P.M., Frontier County, Nebraska, and the NW $\frac{1}{4}$ of Section 29; SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of Section 30; NW $\frac{1}{4}$ of Section 31, Township 7 North, Range 28, West of the 6th P.M., Frontier County, Nebraska, and the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 24; NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25; NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, Township 7 North, Range 29, West of the 6th P.M., Frontier County, Nebraska.

W $\frac{1}{2}$ of Section 15, NW $\frac{1}{4}$ of Section 22, all in Township 6 North, Range 28, West of the 6th P.M., Frontier County, Nebraska.

EXHIBIT A

DEED OF DISTRIBUTION
BY
PERSONAL REPRESENTATIVE

Clarence D. Burtch

Personal Representative of the Estate of

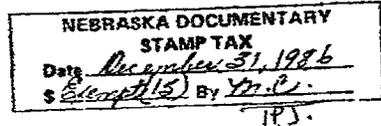
Marjorie L. Burtch

Deceased, GRANTOR, conveys and releases to

Clarence D. Burtch, an undivided one-half interest; Nancy Renard, Peggy Jean Fidler and Jane Jones, each an undivided one-sixth interest GRANTEE.

the following described real estate (as defined in Neb. Rev. Stat. 76-201):

Decedent's undivided interest in oil, gas and other minerals in, on or under the real estate described on the attached sheet:



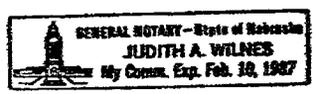
subject to easements and restrictions of record.

GRANTOR has determined that the GRANTEE is the person entitled to distribution of the real estate from said estate. GRANTOR covenants with GRANTEE that GRANTOR has legal power and lawful authority to convey and release the same.

Executed December 17, 1986
Clarence D. Burtch
Personal Representative
ESTATE OF MARJORIE L. BURTCHE, DECEASED.

STATE OF NEBRASKA)
COUNTY OF Franklin) SS.

The foregoing instrument was acknowledged before me on December 17, 1986
by Clarence D. Burtch, Personal Representative of the Estate of
Marjorie L. Burtch, Deceased.



Judith A. Wilnes
Notary Public
My commission expires

STATE OF NEBRASKA, County of Franklin Filed for record and entered in Numerical Index
on Dec. 31 1986 at 11 o'clock A. m., and recorded in Deed Record 62 Page 257
\$ 17.00
Margaret Crawford
County or Deputy County Clerk
Register or Deputy Register of Deeds

DEED OF DISTRIBUTION
BY
PERSONAL REPRESENTATIVE
PAGE 1 of 1 PAGE

NCLE Form No. 370
NSBA Form 1.21
Rev. 12-79, 1-82

Copyright © 1979 Nebraska State Bar Association

SE $\frac{1}{4}$ of Section 30, Township 5 North,
Range 29, West of the 6th P.M., Frontier
County, Nebraska; NW $\frac{1}{4}$ of Section 14,
E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 15, Township 6 North,
Range 29, West of the 6th P.M., Frontier
County, Nebraska.

S $\frac{1}{2}$ of Section 7 and the N $\frac{1}{2}$ of Section 18,
Township 6 North, Range 28, West of the
6th P.M., Frontier County, Nebraska.

N $\frac{1}{2}$ and SW $\frac{1}{4}$ of Section 8, Township 6
North, Range 28, West of the 6th P.M.,
Frontier County, Nebraska, and the NW $\frac{1}{4}$
of Section 29; SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of Section
30; NW $\frac{1}{4}$ of Section 31, Township 7
North, Range 28, West of the 6th P.M.,
Frontier County, Nebraska, and the S $\frac{1}{2}$ SE $\frac{1}{4}$
of Section 24; NW $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$,
E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 25;
NW $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 36, Township 7 North,
Range 29, West of the 6th P.M., Frontier
County, Nebraska.

W $\frac{1}{2}$ of Section 15, NW $\frac{1}{4}$ of Section 22, all
in Township 6 North, Range 28, West of
the 6th P.M., Frontier County, Nebraska.

SE $\frac{1}{4}$ of Section 30, Township 5 North, Range 29, West of the 6th P.M., Frontier County, Nebraska; NW $\frac{1}{4}$ of Section 14, E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 15, Township 6 North, Range 29, West of the 6th P.M., Frontier County, Nebraska.

S $\frac{1}{2}$ of Section 7 and the N $\frac{1}{2}$ of Section 18, Township 6 North, Range 28, West of the 6th P.M., Frontier County, Nebraska.

N $\frac{1}{2}$ and SW $\frac{1}{4}$ of Section 8, Township 6 North, Range 28, West of the 6th P.M., Frontier County, Nebraska, and the NW $\frac{1}{4}$ of Section 29; SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of Section 30; NW $\frac{1}{4}$ of Section 31, Township 7 North, Range 28, West of the 6th P.M., Frontier County, Nebraska, and the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 24; NW $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 25; NW $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 36, Township 7 North, Range 29, West of the 6th P.M., Frontier County, Nebraska.

W $\frac{1}{2}$ of Section 15, NW $\frac{1}{4}$ of Section 22, all in Township 6 North, Range 28, West of the 6th P.M., Frontier County, Nebraska.

INDEX A

NEBRASKA DOCUMENTARY
STAMP TAX
Jan 24, 2019
\$ Ex011 By AS

RECORDED AT FRONTIER COUNTY, NE
January 24, 2019 at 04:48 PM
Darla M. Wallner
County Clerk/Register of Deeds
Inst. 201900032
Fee: \$70.00 By: AS
Electronically Recorded

Return to:
Allen L. Fugate
P.O. Box 82
North Platte, NE 69103

WARRANTY DEED
(Dividing Trust Minerals)

CAROL LEWIS and TERRY LEWIS, Trustees of the Jon L. Neiman Trust, GRANTORS, in consideration of an Order of the County Court of Cherry County, Nebraska to divide the Jon L. Neiman Trust, convey all interest in and to all of the oil, gas and other minerals in, on or under the lands described on Exhibit A attached hereto owned by the Jon L. Neiman Trust, to Allen L. Fugate, Trustee of the Jon L. Neiman Trust for the benefit of Jamie McCreary, an undivided one-fourth interest therein; to Allen L. Fugate, Trustee of the Jon L. Neiman Trust for the benefit of Jon R. Neiman, Jr., an undivided one-fourth interest therein; to Adams Bank & Trust, Trustee of the Jon L. Neiman Trust for the benefit of Cheryl Neiman an undivided one-half interest therein.

GRANTEES have and receive herein GRANTORS interest in any oil and gas lease of record pertaining to the interest conveyed herein and in and to delay rentals, royalties, and other benefits which may accrue under the terms of any oil and gas lease in so far as it covers the above described land, as if the GRANTEES had been at the date of the making of any such lease the owner of the same mineral interest conveyed herein and the GRANTEE one of the lessors therein

GRANTEES have the right and receives the right to lease, the right to receive bonus, the right to receive delay rentals, the right to receive royalty, and the right to all other benefits inherent in a mineral interest, in proportion of GRANTEES undivided interest in the oil, gas and other minerals to the whole interest therein.

To have and to hold these mineral interests together with all rights, privileges and appurtenances thereto belonging unto the GRANTEE and to GRANTEE'S heirs and assigns forever.

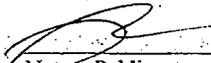
And GRANTORS do hereby covenant with GRANTEES and with GRANTEES' successors and assigns that GRANTORS are lawfully seized of these mineral interests; that they are free from encumbrance; that GRANTORS have good right and lawful authority to convey the same; and that GRANTORS warrant and will defend title to these mineral interests against the lawful claims of all persons whomsoever.

Executed: this 4 day of January, 2019.

Carol Lewis
CAROL LEWIS, Trustee of the Jon L.
Neiman Trust
Terry Lewis
TERRY LEWIS, Trustee of the Jon L.
Neiman Trust

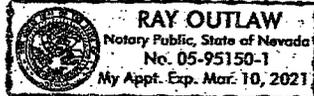
STATE OF NEVADA)
)ss
COUNTY OF Clark)

The foregoing instrument was acknowledged before me on the 8 day of January, 2019,
by CAROL LEWIS, Trustee of the Jon L. Neiman Trust.



Notary Public

STATE OF NEVADA)
)ss
COUNTY OF Clark)



The foregoing instrument was acknowledged before me on the 8 day of January, 2019,
by TERRY LEWIS, Trustee of the Jon L. Neiman Trust.



Notary Public

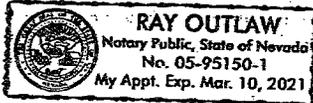


EXHIBIT A

All real estate owned by the Jon L. Neiman Trust including but not limited to all real estate in Frontier County, Nebraska, Hitchcock County, Nebraska, Hays County, Nebraska, Red Willow County, Nebraska, Philips County, Colorado and Yuma County, Colorado including but not limited to the real estate specifically described below:

TOWNSHIP 6 NORTH, RANGE 28 WEST OF THE 6TH P.M., FRONTIER COUNTY, NEBRASKA

SECTION 7: S $\frac{1}{2}$;
SECTION 8: N $\frac{1}{2}$; SW $\frac{1}{4}$;
SECTION 15: W $\frac{1}{2}$;
SECTION 18: N $\frac{1}{2}$;
SECTION 22: NW $\frac{1}{4}$;

TOWNSHIP 7 NORTH, RANGE 28 WEST OF THE 6TH P.M., FRONTIER COUNTY, NEBRASKA

SECTION 29: NW $\frac{1}{4}$;
SECTION 30: SE $\frac{1}{4}$; SW $\frac{1}{4}$;
SECTION 31: NW $\frac{1}{4}$;

TOWNSHIP 5 NORTH, RANGE 29 WEST OF THE 6TH P.M., FRONTIER COUNTY, NEBRASKA

SECTION 30: SE $\frac{1}{4}$, EXCEPT 5 ACRES, MORE OR LESS;

TOWNSHIP 6 NORTH, RANGE 29 WEST OF THE 6TH P.M., FRONTIER COUNTY, NEBRASKA

SECTION 14: NW $\frac{1}{4}$;
SECTION 15: E $\frac{1}{2}$ NE $\frac{1}{4}$;

TOWNSHIP 7 NORTH, RANGE 29 WEST OF THE 6TH P.M., FRONTIER COUNTY, NEBRASKA

SECTION 24: S $\frac{1}{2}$ SE $\frac{1}{4}$;
SECTION 25: NW $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$;
SECTION 36: NW $\frac{1}{4}$ NE $\frac{1}{4}$;

TOWNSHIP 2 NORTH, RANGE 34 WEST OF THE 6TH P.M., HITCHCOCK COUNTY, NEBRASKA

SECTION 5: N $\frac{1}{2}$;

TOWNSHIP 3 NORTH, RANGE 34 WEST OF THE 6TH P.M., HITCHCOCK COUNTY, NEBRASKA

SECTION 29: SW $\frac{1}{4}$;

SECTION 30: NE $\frac{1}{4}$ SE $\frac{1}{4}$;
E $\frac{1}{2}$ NE $\frac{1}{4}$, EXCEPT 10 ACRES, MORE OR LESS, IN THE
NORTHWEST CORNER THEREOF;

SECTION 31: ALL;
SECTION 32: ALL;

TOWNSHIP 4 NORTH, RANGE 32 WEST OF THE 6TH P.M., HITCHCOCK
COUNTY, NEBRASKA

SECTION 21: SW $\frac{1}{4}$;
SECTION 28: W $\frac{1}{2}$; W $\frac{1}{2}$ NE $\frac{1}{4}$;

TOWNSHIP 6 NORTH, RANGE 46 WEST OF THE 6TH P.M., PHILIPS COUNTY,
COLORADO

SECTION 34: ALL;

TOWNSHIP 5 NORTH, RANGE 46 WEST OF THE 6TH P.M., YUMA COUNTY,
COLORADO

SECTION 2: ALL;

following described real property, West of the Sixth Principal Meridian, in Red Willow County, Nebraska:

The East Eighty Five Feet of Lot One in Block Six, of the original Town now city of McCook.

Commencing at the Northeast corner of Lot 2 in Block 6 in the original town, now city, of McCook; thence West in the North line of said lot, 85 feet; thence South at right angles 5.7 feet; thence East in a line parallel with the North line of said lot, 85 feet to the East line of said lot; thence North 5.7 feet to the place of beginning.

- 2 -

following described real property, West of the Sixth Principal Meridian, in Red Willow County, Nebraska:

TOWNSHIP THREE, NORTH, RANGE TWENTY-NINE:

The North Half of the Northeast Quarter ($N\frac{1}{2}NE\frac{1}{4}$) and Lots Four (4) and Five (5) of Section Thirty-one (31); and that part of the South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$) of Section Thirty (30), hereinafter referred to as said 80 acre tract, described as follows, to-wit: Commencing at the Southeast corner of said Section 30, extending thence West to the Southwest corner of the Southeast Quarter ($SE\frac{1}{4}$) of said Section 30, extending thence North in the quarter section line to a point 1,290.5 feet South of the Northwest corner of said 80 acre tract, being the Southwest corner of the tract heretofore conveyed to W.J. Schultz by Vance McManigal by warranty deed of record in Book 49, page 438, deed records of said County, extending thence East along the South line of said Schultz tract 395 feet, extending thence North parallel with said quarter section line along the East line of said Schultz tract 1,102.8 feet to the public highway, thence East along said public highway and along the North line of said 80 acre tract to a point 938.55 feet West of the Northeast corner of said 80 acre tract, being the Northwest corner of the tract deeded by said Vance McManigal to William Ulmer by deed of record in Book 49, page 40, said deed records, extending thence South along said Ulmer tract 600 feet to the Southwest corner thereof, thence East along the South line of said Ulmer tract 342 feet, thence South 100 feet, thence East 118.4 feet to the West line of Lot 16, in Block 3, in the Eighth Addition to the City of McCook, Red Willow County, Nebraska, extending thence South in the West line of said Addition 129.44 feet, thence East 73 degrees, South 500 feet to the East line of said Section 30, thence South in said East line 316.64 feet to the place of beginning, LESS AND EXCEPT AND NOT INCLUDING the tract of land containing about four (4) acres described in the Plat and Survey recorded in Book 83, page 178, of the records of the Register of Deeds of said County; all in Township Three (3), North, Range Twenty-nine (29), West of the 6th P.M., in Red Willow County, Nebraska;

AND

part of Lots One (1), Two (2) and Three (3) of Section Thirty-two (32), in Township Three (3) North, Range Twenty-nine (29) West of the 6th P. M., in Red Willow County, Nebraska, more particularly described as follows, to-wit: Commencing at the Northwest corner of said Section 32, extending thence East in the North line of said Section 32 to a point 120 rods, 1 foot, and 8 inches West from the Northeast corner of the Northwest Quarter ($NW\frac{1}{4}$ of Lot 3) of said Section 32, extending thence South at right angles to said section line 12 rods, extending thence East parallel with said section line to the West line of the right of way of the water plant line of the railroad as now located in and upon said Lot 3, extending thence in a southerly direction along the West line of said right of way, to the South end of said right of way, extending thence South parallel with the West line of said Section 32, 510 feet, extending thence East parallel with the North line of said Section 32, 686 feet, more or less, to the West bank of the old channel of the Republican River, thence up stream along said West bank of said River in the easterly and southerly lines of said Lots 2 and 1, to the Southeast corner of the tract conveyed to the Chicago, Burlington and Quincy Railroad Company by deed recorded in Book 60, page 163, of the records of said County, running thence North in the East line of said tract extended a distance of 1,080 feet, more or less, to a point on the North line of said Lot 1, said North line being the half section line of said Section 32, running thence West in said North line 433 feet to the West line of said Section 32, running thence North in the West lines of said Lots 2 and 3 to the place of beginning;

TOGETHER with all accretions and accretion lands adjacent to or belonging to said real estate, and together with all water rights and appropriations and irrigation rights belonging thereto, and together with all buildings, fences, ditches, pumps, mills, tanks, gates and corrals now on said real estate.

- 3 -

following described real property, West of the Sixth Principal Meridian, in Red Willow County, Nebraska:

The intent of grantor is to convey to grantee all property owned by them and in which they have an interest situated in Sections Thirty, Thirty-one and Thirty-two, Township Three, North, Range Twenty-nine, in Red Willow County, Nebraska.

TOWNSHIP THREE, NORTH, RANGE TWENTY-NINE:

SECTION SEVEN: East Half

SECTION EIGHTEEN: Northeast Quarter

following described real property, West of the Sixth Principal Meridian, in Yuma County, Colorado:

TOWNSHIP FIVE, NORTH, RANGE FORTY-SIX:

SECTION TWO: Southeast Quarter

following described real property, West of the Sixth Principal Meridian, in Phillips County, Colorado:

TOWNSHIP SIX, NORTH, RANGE FORTY-SIX:

SECTION THIRTY-FOUR: Northeast Quarter, and Southeast Quarter

Jon L. & Frances E. Neiman
to
Jon L. Neiman Trust
Filed: September 15, 1977
at 11 o'clock A.M. and
recorded in Book 59 of Deeds
at Page 17.
Virginia Hovey,
County Clerk

Mid-Continent Royalty
Owners Association
Approved Form Revised

Mailing
Address
Box 793

Kansas Blue Print Co.
Blue Printing*Photostat Work*
Oil Maps & Forms*
Architects and Engineer Supplies*
141 North Market St. Wichita, Kansas

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS THAT Jon L. Neiman and Frances E.

Neiman, husband and wife,

of Purdum, Nebraska hereinafter called Grantor, (whether one or more) for and in consideration of the
(Give Exact Postoffice Address)

sum of One and No/100 ----- Dollars (\$1.00)
cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do
herby grant, bargain, sell, convey, transfer, assign and deliver unto Jon L. Neiman Trust

of Purdum, Nebraska hereinafter
(Give Exact Postoffice Address)

called Grantee (whether one or more) an undivided five-eighths interest in
and to all of the oil, gas and other minerals in and under and that may be produced from the following described
lands situated in ~~the State of Nebraska, in the County of Hitchcock, Nebraska, to-wit:~~
Hitchcock, Frontier and Red Willow Counties, Nebraska, to-wit:

The following described real property, West of the Sixth Principal Meridian, in Hitchcock County, Nebraska:

TOWNSHIP TWO, NORTH, RANGE THIRTY-FOUR:

SECTION FIVE: North Half

TOWNSHIP THREE, NORTH, RANGE THIRTY-FOUR:

SECTION THIRTY: Northeast Quarter of the Southeast Quarter, and East Half of the Northeast Quarter,
except 10 acres, more or less, in the northwest corner thereof.

SECTION THIRTY-ONE: All

SECTION THIRTY-TWO: All

SECTION TWENTY-NINE: Southwest Quarter

The following described real property, West of the Sixth Principal Meridian, in Frontier County, Nebraska:

TOWNSHIP FIVE, NORTH, RANGE TWENTY-NINE:

SECTION THIRTY: Southeast Quarter, except 5 acres, more or less

TOWNSHIP SIX, RANGE TWENTY-NINE:

SECTION FOURTEEN: Northwest Quarter

SECTION FIFTEEN: East Half of the Northeast Quarter

The following described real property, West of the Sixth Principal Meridian, in Red Willow County, Nebraska:

TOWNSHIP THREE, NORTH, RANGE TWENTY-NINE:

The North Half of the Northeast Quarter (N¹/₂NE¹/₄) and Lots Four (4) and Five (5) of Section Thirty-one (31);
and that part of the South Half of the Southeast Quarter (S¹/₂SE¹/₄) of Section Thirty (30), hereinafter referred
to as said 80 acre tract, described as follows, to-wit: Commencing at the Southeast corner of said
Section 30, extending thence West to the Southwest corner of the Southeast Quarter (SE¹/₄) of said Section 30,
extending thence North in the quarter section line to a point 1,290.5 feet South of the Northwest corner of
said 80 acre tract, being the southwest corner of the tract heretofore conveyed to W. J. Schultz by Vance
McManigal by warranty deed of record in Book 49, page 438, deed records of said County, extending thence
East along the South line of said Schultz tract 395 feet, extending thence North parallel with said quarter
section line along the East line of said Schultz tract 1,102.8 feet to the public highway, thence East along
said public highway and along the North line of said 80 acre tract to a point 938.55 feet West of the Northeast
corner of said 80 acre tract, being the Northwest corner of the tract deeded by said Vance McManigal to
William Ulmer by deed of record in Book 49, page 140, said deed records, extending thence South along said
Ulmer tract 600 feet to the Southwest corner thereof, thence East along the South line of said Ulmer tract
342 feet, thence South 100 feet, thence East 118.4 feet to the West line of Lot 16, in Block 3, in the Eighth
Addition to the City of McCook, Red Willow County, Nebraska, extending thence South in the West line of
said Addition 129.44 feet, thence East 73 degrees, South 500 feet to the East line of said Section 30,
thence South in said East line 316.64.

feet to the place of beginning, LESS AND EXCEPT AND NOT INCLUDING the tract of land containing about four (4)
acres described in the Plat and Survey recorded in Book 83, page 178, of the records of the Register of
Deeds of said County: all in Township Three (3) North, Range Twenty-nine (29) West of the 6th P. M., in
Red Willow County, Nebraska:

AND

Part of Lots One (1), Two (2) and Three (3) of Section Thirty-two (32), in Township Three (3) North, Range
Twenty-nine (29) West of the 6th P.M., in Red Willow County, Nebraska, more particularly described as follows,
to-wit: Commencing at the Northwest corner of said Section 32, extending thence East in the North line of said
Section 32 to a point 120 rods, 1 foot, and 8 inches West from the Northeast corner of the Northwest Quarter
(NW¹/₄) (being Lot 3) of
said Section 32, extending thence South at right angles to said section line 12 rods, extending thence East
parallel with said section line to the West line of the right of way of the water plant line of the railroad
as now located in and upon said Lot 3, extending thence in a southerly direction along the West line of said
right of way, to the south end of said right of way, extending thence South parallel with the West line of
said Section 32, 510 feet, extending thence East parallel with the North line of said Section 32, 686 feet,
more or less, to the West bank of the old channel of the Republican River, thence up stream along said West
bank of said River in the easterly and southerly lines of said Lots 2 and 1, to the Southeast corner of
the tract conveyed to the Chicago, Burlington and Quincy Railroad Company by deed recorded in Book 60.

page 163, of the records of said County, running thence North in the East line of said tract extended a distance of 1,080 feet, more or less, to a point on the North line of said Lot 1, said North line being the half section line of said Section 32, running thence West in said North line 433 feet to the West line of said Section 32, running thence North in the West lines of said Lots 2 and 3 to the place of beginning;

TOGETHER with all accretions and accretion lands adjacent to or belonging to said real estate, and together with all water rights

and appropriations and irrigation rights belonging thereto, and together with all buildings, fences, pumps, wells, tanks, gates and corrals now on said real estate.

The intent of grantor is to convey to grantee all property owned by them and in which they have an interest situate in Sections Thirty, Thirty-one and Thirty-two, Township Three, North, Range Twenty-nine, in Red Willow County, Nebraska.

containing _____ acres, more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD, The above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Grantee herein ~~its~~ successors, ~~and assigns~~ and Grantor ~~do~~ hereby warrant said title to Grantee, ~~its~~ successors and assigns forever and do hereby agree to defend all and singular the said property unto the said Grantee herein ~~its~~ successors, ~~and assigns~~ and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS our hand this 9th _____ day of September, 1977

Jon L. Neiman
Jon L. Neiman

Frances E. Neiman
Frances E. Neiman

STATE OF NEBRASKA)
COUNTY OF CHERRY) ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 9th day of September, 1977, personally appeared Jon L. Neiman and Frances E. Neiman, husband and wife,

to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

(General Notary Stamp)

My commission expires November 11, 1979

William S. Dill
William S. Dill Notary Public

Maywood Cemetery Association
to

CEMETERY DEED

Mr. & Mrs. Gilbert M. Shaw
Filed: Sept. 26, 1977 at
8 o'clock and 30 minutes A.M./
and recorded in Book 59 of
Deeds at Page 18.
Virginia Hovey
County Clerk

This Deed, made this 12 day of April A.D., 1977, by and on behalf of the Maywood Cemetery Association, as grantor, to and in favor of Mr. & Mrs. Gilbert M. Shaw, 21200 Euclid Ave., #209 of _____ County in the State of Euclid, Ohio 44117, as grantee

WITNESSETH, That the said grantor, for and in consideration of the sum of Thirty and 00/100 Dollars, in hand paid, does hereby sell and convey unto the said grantee the following real estate, situated in Frontier County, in the State of Nebraska, to-wit: Units 3 & 4 Lot No. 1 in Block row 8, in Maywood Cemetery Association, according to the recorded plat thereof.

To have and to hold as granted unto said grantee, his heirs and assigns, for the purpose of human burial, and for no other purpose, and subject to such rules and regulations as the said Board of Trustees of the Maywood Cemetery Association has adopted, or may adopt.

And it is further specified as a condition of this conveyance, that all deeds of assignment or transfer of title of said lot, or any part thereof, by said grantee or assigns, shall be recorded in the office of the Clerk of the Maywood Cemetery Association to entitle the holders of said deeds of transfer to any rights under this conveyance.

In testimony whereof, the said Board of Trustees of the Maywood Cemetery Association, Nebraska, has directed its President and Clerk to execute and deliver this deed according to form prescribed.

Signed this 12th day of April, A.D., 1977

ATTEST: Max Chehey Clerk

B. A. Farrar President

In Presence of

201900032

BLUE BOBBER
100% LINEN LEADER



MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS THAT Neiman & Neiman Corporation, a
corporation,

of _____ hereinafter called Grantor, (whether one or more) for and in
consideration of the sum of One and No/100 Dollars (\$ 1.00)
cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es
hereby grant, bargain, sell, convey, transfer, assign and deliver unto Marjorie L. Burtch, Velma M. Solomon,
and Doyle E. Neiman, and Jon L. xxx Neiman, hereinafter
EACH (Give Exact Postoffice Address)
called Grantee (whether one or more) an undivided one-fourth interest in
and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in
Frontier County, State of Nebraska, to-wit:

TOWNSHIP SIX, NORTH, RANGE TWENTY-EIGHT:
SECTION SEVEN: South Half
SECTION EIGHTEEN: North Half
ALL WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN FRONTIER COUNTY, NEBRASKA.

The following described real property, West of the Sixth Principal
Meridian, in Hitchcock County, Nebraska:

TOWNSHIP TWO, NORTH, RANGE THIRTY-FOUR:

SECTION FIVE: North Half

TOWNSHIP THREE, NORTH, RANGE THIRTY-FOUR:

SECTION THIRTY: Northeast Quarter of the Southeast Quarter, and
East Half of the Northeast Quarter, except
10 acres, more or less, in the northwest corner
thereof

SECTION THIRTY-ONE: All

SECTION THIRTY-TWO: All

SECTION TWENTY-NINE: Southwest Quarter

The following described real property, West of the Sixth Principal
Meridian, in Frontier County, Nebraska:

TOWNSHIP FIVE, NORTH, RANGE TWENTY-NINE:

SECTION THIRTY: Southeast Quarter, ~~_____~~

TOWNSHIP SIX, RANGE TWENTY-NINE:

SECTION FOURTEEN: Northwest Quarter

SECTION FIFTEEN: East Half of the Northeast Quarter

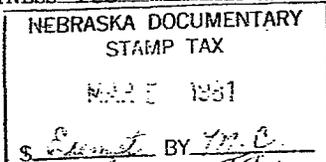
containing _____ acres, more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD, The above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Grantee herein their heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor do es hereby warrant said title to Grantee s, their heirs, executors, administrators, personal representatives, successors and assigns forever and do es hereby agree to defend all and singular the said property unto the said Grantee herein their heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS its hand this _____ day of _____ 19 76.



NEIMAN & NEIMAN CORPORATION,
a corporation,

By [Signature]
President

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

COUNTY OF _____ }
Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19 _____, personally appeared _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires _____ Notary Public

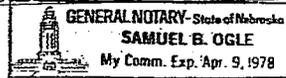
STATE OF NEBRASKA } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF THOMAS }

Be it remembered that on this 24 day of SEPTEMBER, 19 76, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Jon L. Neiman, president of Neiman & Neiman Corporation,

a corporation of the State of Nebraska, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires Apr. 9, 1978



Notary Public

Mid-Continent Royalty Owners Association Approved Form Revised



MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS THAT Elmo & Doyle Neiman Company,
a corporation,

W-587

of _____ hereinafter called Grantor, (whether one or more) for and in consideration of the sum of One and No/100 - - - - - Dollars (\$ 1.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto Jon L. Neiman, Marjorie L. Burtch, and Velma M. Solomon, and Doyle E. Neiman (Give Exact Postoffice Address) hereinafter called Grantee (whether one or more) ^{EACH} an undivided one-fourth interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Hitchcock and Frontier/ Counties, State of Nebraska, to-wit:

Southwest Quarter, of Section Twenty-one; West Half, West Half of the Northeast Quarter, of Section Twenty-eight, TOWNSHIP FOUR, NORTH, RANGE THIRTY-TWO, WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN HITCHCOCK COUNTY, NEBRASKA:

AND,

West Half, of Section Fifteen; Northwest Quarter, of Section Twenty-two, TOWNSHIP SIX, NORTH, RANGE TWENTY-EIGHT, WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN FRONTIER COUNTY, NEBRASKA.

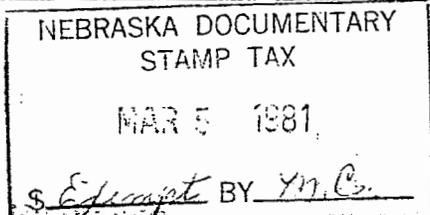
containing _____ acres, more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD, The above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Grantee herein their heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor do es hereby warrant said title to Grantee s, their heirs, executors, administrators, personal representatives, successors and assigns forever and do es hereby agree to defend all and singular the said property unto the said Grantee herein their heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS its hand this 3rd day of December 19 76.



ELMO & DOYLE NEIMAN COMPANY, a
By Doyle E. Neiman corporation,
President

STATE OF Nebraska } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF Red Willow }

Before me, the undersigned, a Notary Public, within and for said County and State, on this 3rd day of December, 1976, personally appeared Doyle E. Neiman and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires June 3, 1978 Notary Public

STATE OF Nebraska } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF Red Willow }

Be it remembered that on this 3rd day of December, 1976, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Doyle E. Neiman, president of Elmo & Doyle Neiman Company,

a corporation of the State of Nebraska, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires June 3, 1978 Notary Public
YVONNE M. WEST
GENERAL NOTARY
State of Nebraska





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REALTY & AUCTION

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