

ABSOLUTE AUCTION

1,280 Acres • Schick Auction • Lincoln County, Nebraska

Thursday, May 11, 2023

1:00 PM • Lincoln County Fairgrounds • North Platte, NE

PROCEDURES & INFORMATION

Absolute Real Estate Auction for the Henry Schick Estate and the Darlene M. Schick Family Trust. Property will be offered in two parcels and as a combination. Purchase agreement, title insurance commitment and easements are available prior to the Auction. Announcements day of Auction take precedence over all printed or oral statements.

TERMS & CONDITIONS

TERMS: This cash sale requires a 15% earnest deposit at signing of the Purchase Agreement immediately following the Auction. Online buyer must wire 15% earnest deposit within 24 hours of completion of the auction. The balance of the purchase price is payable in certified funds at Closing, on or before June 13, 2023. There is no contingency for financing. Sellers to convey title by Warranty Deeds; with Title Insurance evidencing merchantable title. Cost of Title Insurance and an Insured Closing by the Title Company will be shared 50/50 by seller/buyer. Property sells subject to easements, rights-of-way, zoning, and restrictions of record; Free and clear of all liens. The property sells in "as-is" condition. No warranty is expressed or implied as to the adequacy of any portion of the property.

LOCATION: Property is located approximately 3 miles east and 1 mile north of North Platte.

POSSESSION: Possession at Closing, subject to a cash rent lease expiring December 31, 2023. Buyer to receive all 2023 rental income and take assignment of the 2023 year lease.

MINERALS: Any owned oil, gas, and mineral rights pass to Buyer. Amount of minerals owned is unknown.

TAXES: 2022 Taxes due in 2023: Parcel #1- \$11,369; Parcel #2- \$6,060 | Seller to pay 2022 real estate taxes. Buyer to pay 2023 real estate taxes and all subsequent years taxes.

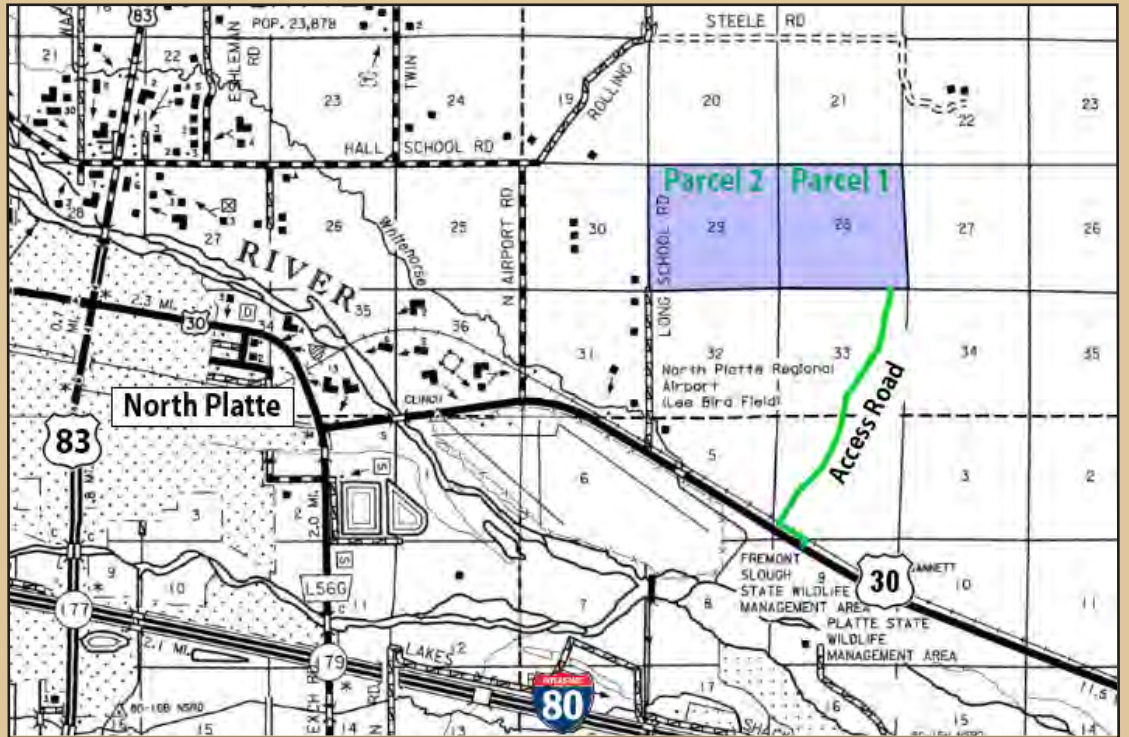
NRD: The property is located in the Twin Platte NRD and is subject to rules and regulations of the district. There is currently no restriction for inches pumped in this NRD.

USDA-FSA: 180.3 cropland acres with no crop bases.

LAND USE: Parcel #1 is pivot irrigated cropland and fenced rangeland. Parcel #2 is fenced rangeland.

INTERNET BIDDING: Buyer can follow the links on Agri Affiliates website. Buyers will set up bidder account, user name and password to participate in the online auction.

For final approval as an online bidder you must complete a required phone interview with Agri Affiliates and provide bank reference information if requested. Your final approval as a bidder must be **completed 48 hours prior to the Auction.**



Bruce Dodson, AFM

TO SCHEDULE A PROPERTY TOUR CONTACT LISTING AGENT:

BRUCE DODSON 308.539.4455 | bruce@agriaffiliates.com

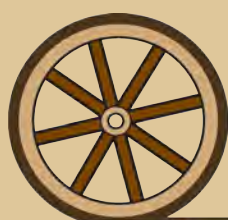
JERRY WEAVER 308.539.4456 | jerry@agriaffiliates.com

Bonnie Downing, Chase Dodson, Brian Reynolds,
Mike Polk, Don Walker, Brad Atkins

North Platte, NE • **AgriAffiliates.com** • 308.534.9240



Jerry Weaver, AFM



Offered exclusively by:

AGRI AFFILIATES, INC.

Providing Farm & Ranch Real Estate Services



Information contained herein was obtained from sources deemed reliable. We have no reason to doubt the accuracy, but the information is not guaranteed. Prospective Buyers should verify all information. All maps provided by Agri Affiliates, Inc. are approximations only, to be used as a general guideline, and not intended as survey accurate. As with any agricultural land, this property may include noxious weeds. Agri Affiliates, Inc. and all agents are acting as Agent of the Seller.

ABSOLUTE AUCTION

2 PARCELS & IN COMBINATION

1,280 Approx. Acres | Lincoln County, Nebraska

AgriAffiliates.com

PARCEL 1 - 640 ACRES

LEGAL DESCRIPTION: All of Section 28-T14N-R29W of the 6th P.M.

TAXES & ACRES: 640 tax-assessed acres | 2022 Real Estate taxes \$11,369 and \$1,083 occupancy taxes

ASSESSOR LAND USE: 163.19 acres of irrigated cropland and 474.76 acres of grassland

FSA INFO: 180.37 cropland acres with no crop base acres

WATER RIGHTS: Well registrations G-061174 - Irrigation and G-162920 - Stock well. TPNRD shows 180.49 certified irrigated acres

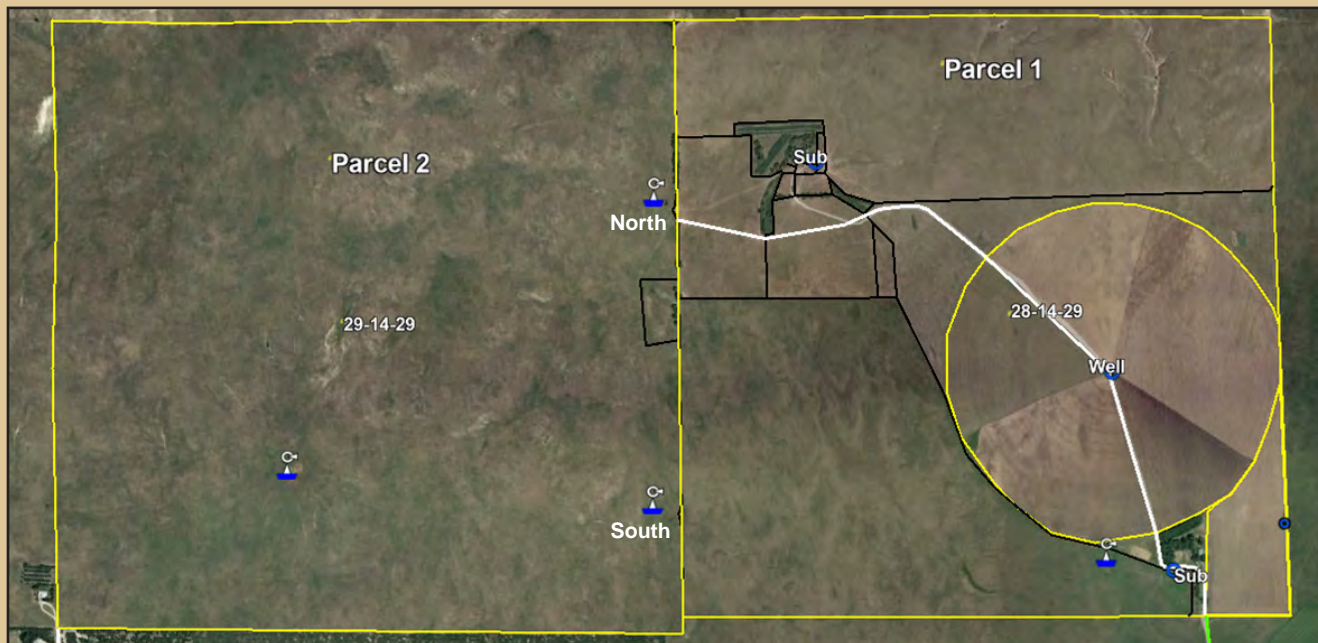
IRRIGATION EQUIPMENT: (1) 8-tower Zimmatic pivot - Model 307 and (1) 4-tower Zimmatic wiper pivot; Isuzu power unit - 3 years old; 60HP Randolph Gearhead; Lima generator; Sargent turbine pump and column. Underground pipe from well to wiper pivot. Wiper pivot has wireless safety connected to well power unit.

SOILS: Cropland soils are Dunday loamy fine sands and Valentine fine sands, level to rolling terrain

IMPROVEMENTS: South improvement site has a very nice 40'x60' steel frame shop building with full concrete floor and an older storage shed, a mature tree windbreak, cattle lots, and submersible well and tank. North improvement site has a nice set of working corrals and a 3 stall calving barn, several sets of mature tree windbreaks along larger calving and pair out lots, and a submersible well with tank in the corrals next to calving barn. The older house at this site is uninhabitable.

ACCESS: Access to Parcel #1 is by legal easement. Copy of Lincoln County Court recorded easement available upon request.

COMMENTS: Regarding the south stock well, a 3-year water use agreement will be provided for the benefit of Parcel 1. At the end of this agreement, the buyer of Parcel 2 may fence the boundary that is currently unfenced, should they elect to do so. Therefore, the buyer of Parcel 1 would no longer have access to water at this site.



PARCEL 2 - 640 ACRES

LEGAL DESCRIPTION: All of Section 29-T14N-R29W of the 6th P.M.

TAXES & ACRES: 640 tax-assessed acres | 2022 Real Estate taxes \$6,060

ASSESSOR LAND USE: 640 acres of grassland

SOILS: Primarily Valentine sands with rolling terrain

FENCE & WATER SITES: Boundary fence is a mix of 3- and 4-strand wire barbed wire fencing on wood posts. Fence is in average condition. This Section has 3 windmill water sites with steel bottomed tanks. Two of the water sites are along the eastern Section boarder and are shared fence line tanks with Parcel #1. The third water site is located in the SW1/4 of the Section.

ACCESS: Access to Parcel #2 is from Long School Road to the southwest corner of the property. (See Plat Map)

COMMENTS: Regarding the north stock well, the buyer of Parcel 2 has the right to fence the boundary that is currently unfenced, should they elect to do so.



COMBINATION - PARCEL 1 & 2 - 1,280 ACRES

LEGAL DESCRIPTION: All Section 28 and all Section 29 both in T14N-R29W of the 6th P.M.

TAXES & ACRES: 1,280 tax-assessed acres | 2022 Real Estate taxes \$17,429 and \$1,083 occupancy taxes.

LAND USE: 1,115 acres of grassland and 180.49 certified irrigated acres.

See Parcel #1 and #2 for additional details.

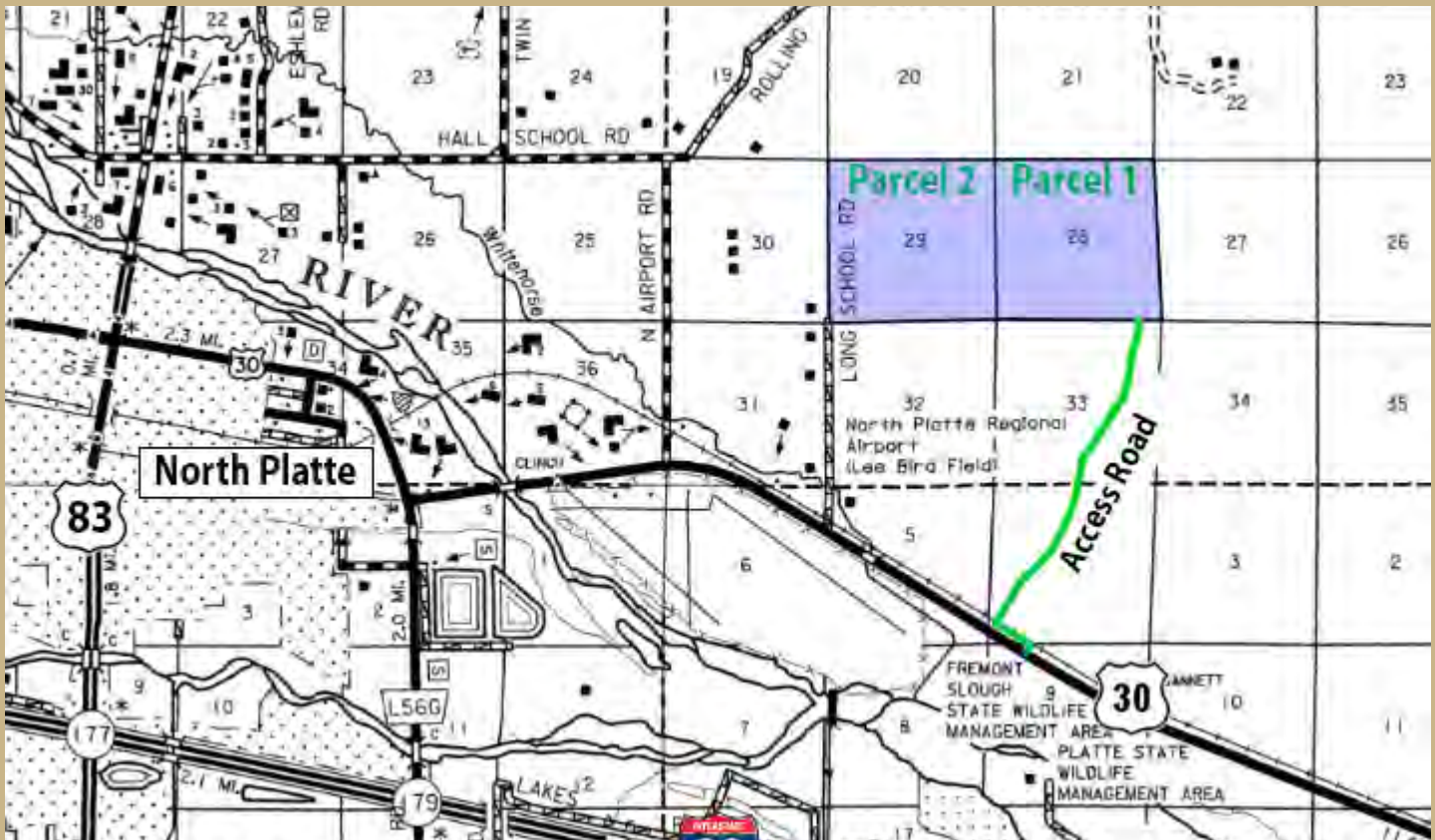
**For more information, contact: Bruce Dodson 308-539-4455
or Jerry Weaver 308-539-4456**

ABSOLUTE AUCTION

Supplemental Information

Schick Farm & Rangeland

1,280 Acres offered in two (2) parcels | Lincoln County, Nebraska



Bruce Dodson, AFM

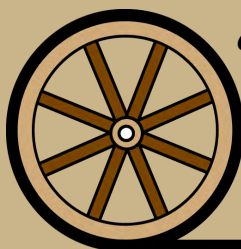
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Jerry Weaver, AFM



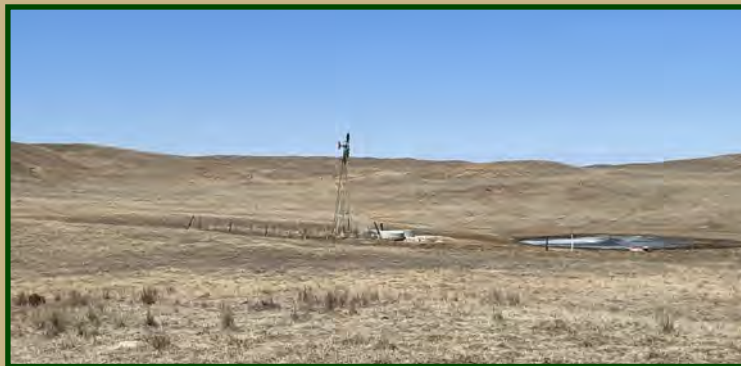
Offered Exclusively By:

AGRI AFFILIATES, INC.

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PROPERTY INFORMATION SUMMARY



TPNRD: 180.49 certified irrigated acres with no pumping restrictions.

NDNR: Well Registration G-061174, drilled in 1978, 1,000GPM, static at 39', and pumping at 67'

Pump Efficiency

Test: 10/6/21 by Sargent Irrigation: 966 GPM @ 60PSI. 2008 nozzle package 950GPM@47PSI

Irrigation Pump

Information: 11/30/05 pump repairs completed by Sargent Irrigation

Soils

Information: 66.4% Valentine fine sand, rolling; 33.6% Dunday loamy fine sand

Stockwell

Information: Parcel 1 has 2 submersible wells and 1 windmill; Parcel 2 has 3 windmills

Farm Rent

Allocation: In the event Parcels 1 and 2 sell separately, the grassland rent shall be allocated with 43% to Parcel 1, and 57% to Parcel 2. Additionally, Parcel 1 receives the cropland rent of \$36,000.

Farm Lease: The farm lease will be assigned to the buyer(s) at closing, buyer(s) to receive all of the 2023 rents and pay all of the 2023 real estate taxes. Farm lease expires on 12/31/23.

Access Easement: Access Easement (see attached)

TPNRD Information

REVISED
8-14-09

TWIN PLATTE
NATURAL RESOURCES DISTRICT

TierOne Bank Center
111 South Dewey Street, 2nd Floor
P.O. Box 1347
North Platte, Nebraska 69103-1347
Phone: 308/535-8080
www.tpnrd.org

APPLICATION FORM
Certified Irrigated Acres

1. Field Information:
Legal Description (to nearest 1/4 section) of irrigated parcel: 14 29 28 PT NE 1/4 & PT SE 1/4
County: LINCOLN

2. Aerial Photograph: Attached

3. Size of Irrigated Parcel of Land: 180.493 Acres
 Check the box if you agree with the foregoing figure. If you do, this figure will represent the "certified irrigated acres" for this parcel of land.

4. Well Information:
Used to irrigate this parcel of land
Reg Well Pump Rate T- R- S- SS- Direction
G-061174 1000 14-29-28-SENW
Note: Pump Rate is in Gallons/Minute

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

6. Historical Documentation of Irrigated Acres:
A. Dispute: If you dispute the size of irrigated parcel of land as set forth above provide, the figure that you believe should be considered your "certified irrigated acres".
Please attach to this Application Form your historical documentation of Irrigated Acres (i.e., FSA, County Assessor, or crop insurance records) to support your figure.
OR
B. Well Use Documentation: Please attach irrigated crop history for lands not irrigated within last 5 years, but which were irrigated within the last 15 consecutive years, if you intend to use an existing ground water well to irrigate such lands in the future.

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

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

For Office Use Only: 142928DO

Year this land was first irrigated 1978



Certified Fields Feature Information

OBJECTID:	8199
IRRIGID:	142928DO
ACRES:	180.493
COUNTY:	LINCOLN
TWNSHP:	14
RNG:	29
SECTION_:	28

[Download](#)

NDNR Information

Nebraska Department of Natural Resources

Processed: 2/28/2023 11:47:23 AM

REGISTERED GROUNDWATER WELLS DATA RETRIEVAL

Search Results Maximum 100 Per Page

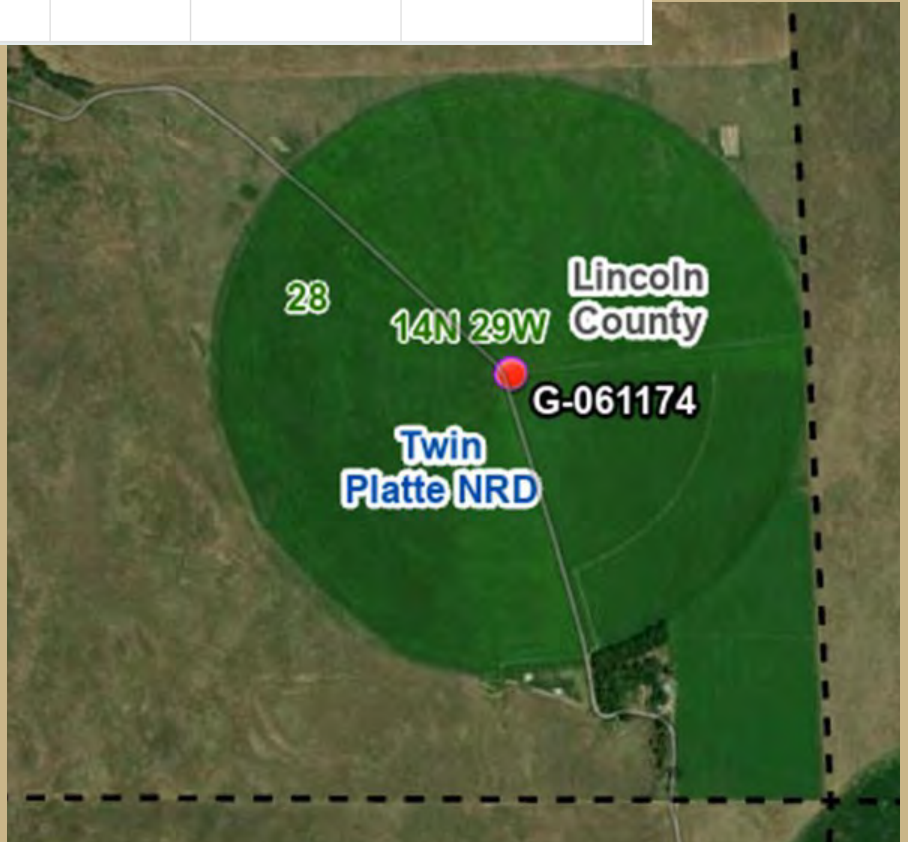
Note:

Public Water Supply Well information is not available through this tool. If you have a need for such information, please submit a request through the following link: <https://app.smartsheet.com/b/form/6eea8b5f1c5641d199121b7cccd6a91e>. The well owner will be contacted for the purpose of authorizing access to information about their well(s). All registration documentation for water wells registered after January 1, 1969, except Public Water Supply wells, are now available.

Due to possibility of a well being in more than one series, an individual well might be listed more than once.

3 Records Found

Registration# Well ID Permit Number	Use Status	County Name NRD Name Well Location Footage Latitude Longitude	Completion Date Filing Date Decommission Date Times Replaced Online Registration ID (NOLID) Well Driller License Number	Acres Irrigated Gallons/Minute Static Level Pumping Level Series	Pump Column Diameter Pump Depth Well Depth	Owner's Name Owner's ID Address
G-061174 WellID: 68998 View Details View Scans	I A	Lincoln Twin Platte 14N 29W 28 SENW 2125N 1535W Map It	9/13/1978 3/6/1979 --- ---	180.493 1000 gpm 39 ft 67 ft PRO	9 in --- 380 ft	Henry L & Darlene M Schick OwnerID: 38871 615 South Poplar Street North Platte NE 69101
G-162920 WellID: 217383 View Details View Scans	S A	Lincoln Twin Platte 14N 29W 29 SENE 1617N 52E Map It 41°9' 28.200" -100°39' 25.900"	5/24/2012 6/1/2012 1 133847799014209 39021	--- 3 gpm 37 ft 38 ft PRO	2.5 in 63 ft 133 ft	Henry Schick OwnerID: 120385 615 South Poplar North Platte NE 69101
WellID: 217389 View Details View Scans	S U	Lincoln Twin Platte 14N 29W 29 SENE 1631N 52E Map It 41°9' 28.100" -100°39' 25.900"	5/24/2012 ---	--- --- --- PRO	--- --- 91 ft	Henry Schick OwnerID: 120385 615 South Poplar North Platte NE 69101



Irrigation Well Flow Test



Irrigation Well Flow Test Results

Irrigation Company: Charles Sargent Irrigation Co Inc Date Tested: 09/23/2021

Person completing the Test: Mark Fay License # 69326

Well Owner Name: Henry Schick

Address: 615 South Poplar North Platte, NE. 69101

Phone: 308-530-6571 # of Acres in the field being Irrigated: _____

Well Registration #: G-061174 **REQUIRED**

Legal Description: NW/SE 28-14-29 County: Lincoln

Lat Long (Decimal Degrees): N41 09' 14.0" W100 38' 35.9"

Type of Power Unit: Electric: _____ Electricity Provider: _____

Diesel: X Does unit have an hour meter: Yes (Engine) Does it work: Yes

Propane: _____ Does unit have an hour meter: _____ Does it work: _____

Pivot: _____ Flood: _____ Other type of Irrigation: _____

End Gun: Circle one-- YES / NO Swing Arm: Circle one-- YES / NO

GPM of End Gun if known: _____

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

Rate: Pivot only, swing arm and end gun off: _____

Rate: Pivot and swing arm on, end gun off: _____

Rate: Pivot with end gun on, swing arm off: 964 GPM

Rate: Pivot with swing arm and end gun on: _____

Rate: Flood or other type of irrigation: _____

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

Please inform the well owner that this form may be provided to the Department of Natural Resources (NeDNR) through communication with the NRD. The purpose of providing the NeDNR with a copy of this form is to update their water well registration database with new pump capacity (rate) or well location information.

Irrigation Pump Efficiency Test

SARGENT IRRIGATION CO.

Efficiency Test Report Power Unit

Flow Instrument Data

Pipe Size _____

Calibration _____

GPM _____

Name HENRY SCHICK

Address _____

Date 10-6-21

Legal NW/SE 25-14-29 LINCOLN CO.

Well Depth _____ Casing Dia. _____

Yr. Inst. _____

Bowls 3-12SA'E

Pump Mfg. SARGENT

SN 6205C187

Col. 110??

ft. 85/8

x 2 1/2

x 1 1/2

Drive Mfg. RANDOLPH

HP G-60

SN 63908

Ratio 1-1

Power Unit ISUZU

Model _____

Sprinkler ZIMMATIC

Serial # _____

Static Water Level 39

Nozzled for _____

GPM @ _____

PSI _____

Pumping Plant Engineering Report

Pump RPM	PSI	x 2.31 = Ft.	+ Pumping Level	+ Pump Loss	= Total Hd. Ft.	x Flow GPM	=	Water HP
1. <u>1875</u>	<u>60</u>	<u>138.6</u>	<u>78</u>	<u>4.8</u>	<u>221.4</u>	<u>966</u>	<u>3960</u>	<u>54.0</u>
2. <u>1767</u>	<u>50</u>	<u>115.5</u>	<u>77</u>	<u>4.1</u>	<u>196.6</u>	<u>882</u>	<u>3960</u>	<u>43.8</u>
4. _____	_____	_____	_____	_____	_____	_____	<u>3960</u>	_____

Torque Meter

In. Lbs.	x RPM	+ 63,025 =	H.P.
1. <u>2594</u>	<u>1875</u>	<u>63,025</u>	<u>77.2</u>
2. _____	_____	<u>63,025</u>	_____
3. <u>2292</u>	<u>1767</u>	<u>63,025</u>	<u>64.3</u>
4. _____	_____	<u>63,025</u>	_____

Fuel Consumption (Diesel)

7.05 + Net Wt.	x 3600 +	Sec.	= Gal. Per Hr.
1. <u>7.05</u>	<u>3600</u>	_____	_____
2. <u>7.05</u>	<u>3600</u>	_____	_____
3. <u>7.05</u>	<u>3600</u>	_____	_____
4. <u>7.05</u>	<u>3600</u>	_____	_____

Fuel Consumption (Natural Gas) Meter PSI

Revs	x FV/sec	x Press. Fact.	x 3.6 +	Sec.	= MCF/Hr.
1. _____	_____	_____	<u>3.6</u>	_____	_____
2. _____	_____	_____	<u>3.6</u>	_____	_____
3. _____	_____	_____	<u>3.6</u>	_____	_____
4. _____	_____	_____	<u>3.6</u>	_____	_____

Pump Efficiency

Water HP	+ Pump HP	= Pump Efficiency
1. <u>54.0</u>	<u>77.2</u>	<u>69.7</u> %
2. <u>43.8</u>	<u>64.3</u>	<u>68.1</u> %
4. _____	_____	_____ %

Bowl Efficiency

Pump HP	x Gearhead Effic. (.94)	= Lineshaft Loss	= Bowl HP	Water HP	+ Bowl HP	= Bowl Effic.
1. <u>77.2</u>	<u>.94</u>	<u>1.3</u>	<u>71.3</u>	<u>54.0</u>	<u>71.3</u>	<u>75.7</u> %
2. <u>64.3</u>	<u>.94</u>	<u>1.3</u>	<u>59.1</u>	<u>43.8</u>	<u>59.1</u>	<u>74.1</u> %
4. _____	_____	_____	_____	_____	_____	_____ %

Comments: * WFLC RUNS 2 PIVOTS 1 AT A TIME, RAW TITLFW (WEST)

PIVOT

* NOZZLE PACKAGE:
9506PM@47#
2008

ENGINE: 7 5/8"
GCRW: 7 3/4"

PSI AT WFLC
PUMP SOUNDS O.K. / NO VIBRATION
GEARHEAD SOUNDS O.K. / NO VIBRATION
APPROX. 20' of 8" LENS IN PIPE

#1 TEST - (WHOLE CUSTOMER PIVOTS) PIVOT ON, 6W 6W 6W, 480 VOLTS, GCRW 1838
#2 TEST - (RAW AT 1767 PUMP RAW) PIVOT ON, 6W 6W 6W, 450 VOLTS

Efficiency Technician

Irrigation Pump Information

SARGENT IRRIGATION CO.
EAST HIGHWAY 23 P.O. BOX 650
GRANT, NEBRASKA 69140

PURCHASE ORDER

Show this Purchase Order Number
on all correspondence, invoices,
shipping papers and packages.

GR 16060

(308) 352-4379
Toll Free 1-888-777-2809

TO Henry Schick
North Platte, NE.
NW/SE 28-14-29 Lincoln Co.

DATE 11-30-05	REQUISITION NO.
SHIP TO	

REQUISITIONED BY	WHEN SHIP	SHIP VIA	F.O.B. POINT	TERMS
>				
QTY. ORDERED	QTY. RECEIVED	STOCK NO. / DESCRIPTION	UNIT PRICE	TOTAL
		Change A 2 Stage 12SAE Full 4/F		
		Sargent Bowl Assembly to A		
		3 Stage 12SAE 1 - Full 4/F		
		2 - 7.75 U/F Air		
		ADD 30' 8 5/8" x 2 1/2 x 1 1/2 Column		
		950 gpm - 90		
		45# - 103.95 (At Discharge)		
		Loss - 4.62		
		TDH - 198.57		

1. Please send _____ copies of your invoice.
2. Order is to be entered in accordance with prices, delivery and specifications shown above.
3. Notify us immediately if you are unable to ship as specified.

SARGENT PUMP DESIGN WORK SHEET

Sargent Irrigation Co.
Grant, NE.

JOB NAME : HENRY SCHICK LOCATION : NW/SE 28-14-29 LINCOLN CO.,

PUMP BRAND : SARGENT	POWERED BY : POWER UNIT
PUMP SIZE : 8 X 2.5 X 1.5	PUMP SET FT : 110
LINE BEARINGS : BRASS	HEAD NUT THREAD : 12
PUMP RPM : 1770	AGING FACTOR : 1.2
IRRIG TYPE : OTHER	DISCH HD FEET : 103.95

950 GPM FROM	: 90 FT
PUMP LOSS	: 4.62 FT
DISC HEAD	: 103.95 FT
TOTAL HEAD	: 198.57 FT

BOWL BRAND : SARGENT	H. P. FACTOR : 100 %
3 STAGE 12SAE BOWL A. 1 - 9.16 UF & 2 - 7.75 UF	AMOUNT OFF : 0.89 FT
HEAD FACTOR : 100 %	THRUST Lbs : 2943.2
ACTUAL HEAD : 199.47 FT	REQUIRED LATERAL : 0.2931 IN
BOWL HP : 60.32	BOWL ADJUSTMENT : 2.02 TURNS
BOWL LATERAL : 0.685 IN	GEAR DRIVE LOSS : 2.57 HP
SHAFT STRETCH	PUMP EFFICIENCY : 74.55 %
: 0.055 IN	
SHAFT LOSS : 1.3 HP	
BOWL EFFIC : 79.32 %	

MOTOR TYPE : DIESEL	GEAR RATIO : 1 - 1
PUMP HP : 64.19	MOTOR RPM : 1770
FAN & CHARGING SYS	OTHER LOSSES : 0
: 0 HP	
TOTAL HP : 64.19	FUEL COST : \$ 2.1
HP PER / GAL : 20	ANNUAL FUEL : 3209
FUEL PER / HR : 3.21	ANNUAL COST : \$ 6739.9
ANNUAL HOURS : 1000	

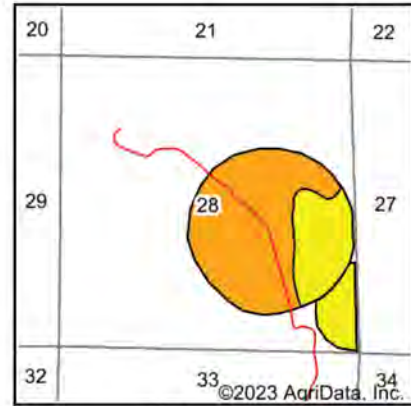
BOWL ADJUSTMENT IS RELATIVE SHAFT STRETCH PLUS .125 in.
TOTAL POWER AND ANNUAL COST ARE FOR PUMP POWER PLUS OTHER
INSTALLATION DRIVE POWER REQUIREMENTS AS SHOWN.

ENGINEER : GLENN TAUBENHEIM

DATE : 11-30-2005

Soils Information

Soils Map



State: **Nebraska**
 County: **Lincoln**
 Location: **28-14N-29W**
 Township: **Hall**
 Acres: **174.27**
 Date: **3/30/2023**



Soils data provided by USDA and NRCS.

Area Symbol: NE111, Soil Area Version: 21

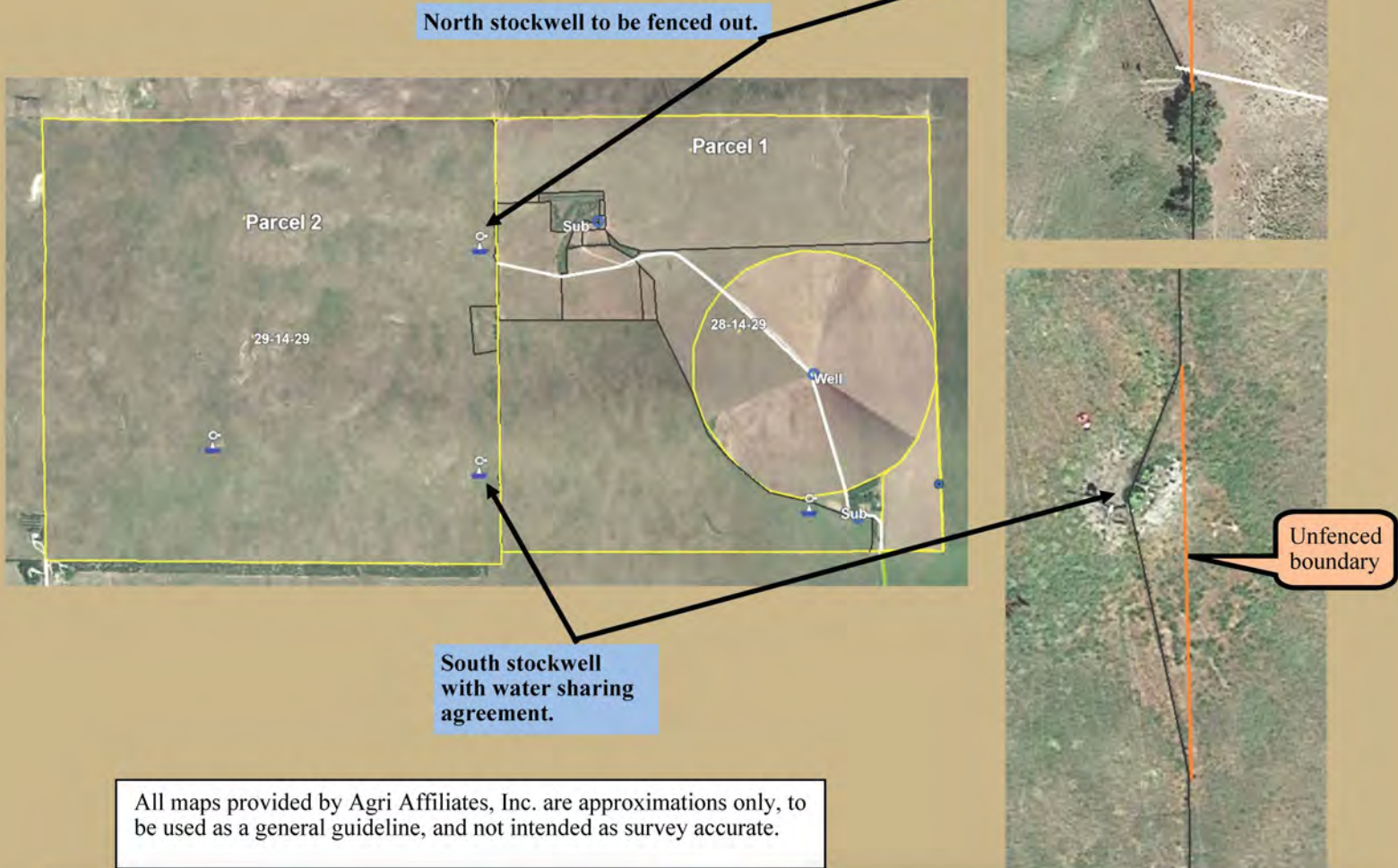
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Range Production (lbs/acre/yr)
4807	Valentine fine sand, rolling, 9 to 24 percent slopes	115.64	66.4%		Vle	2265
4485	Dunday loamy fine sand, 0 to 3 percent slopes	58.63	33.6%		IVe	2440
Weighted Average					5.33	2323.9

*c: Using Capabilities Class Dominant Condition Aggregation Method
 Soils data provided by USDA and NRCS.

Stock well Information

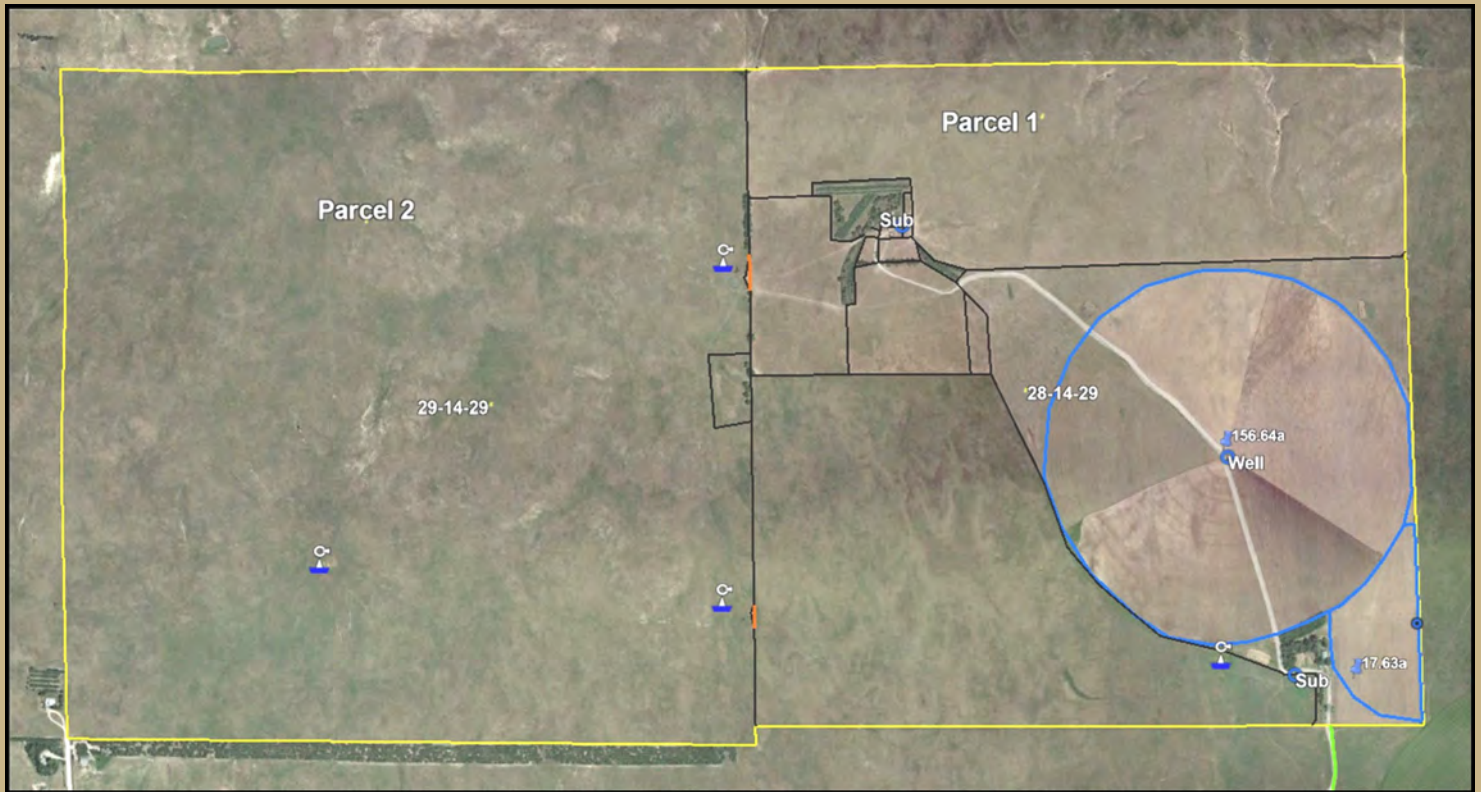
The property has two stockwells on Parcel 2 near the east boundary of section 29-14-29. The section-line fence has variances at both sites to historically allow for watering of cattle on section 28-14-29. In the event the property sells as parcels, the following stipulations will be agreed to:

- Regarding the North stockwell, the buyer of parcel 2 has the right to fence the boundary that is currently unfenced, should they elect to do so.
- Regarding the South stockwell, a 3 year water use agreement will be provided for the benefit of parcel 1. At the end of this agreement the buyer of parcel 2 may fence the boundary that is currently unfenced, should they elect to do so. Therefore, the buyer of parcel 1 would no longer have access to water at this site.



All maps provided by Agri Affiliates, Inc. are approximations only, to be used as a general guideline, and not intended as survey accurate.

Farm Rent Allocation



In the event the Parcels sell separately, the grassland rent shall be allocated with 43% to Parcel 1, and 57% to Parcel 2. Additionally, Parcel 1 receives the cropland rent of \$36,000.

Percent Allocation of Grassland Rent		
Description	Grassland	%
28-14-29	475	43%
29-14-29	640	57%
TOTAL	1,115	100%

Farm Lease

FARM GROUND RENTAL AGREEMENT

Tenant, Robert A Ryland, agrees to lease the following farm real estate, owned by Estate of Henry L Schick, Deceased, Larry B Schick and Anissa R Walker, Co Personal Representatives and Darlene M Schick Family Trust, Larry B Schick and Anissa R Walker, Co Trustees, hereafter known as **Landlord**, with the following legal description of:

all of Sections 28 and 29, Township 14, Range 29 Lincoln County, Nebraska

Under the following terms:

- 1) **Tenant** agrees to pay **Landlord** a cash rent in the amount of \$36,000 for the above named real estate. In addition, the tenant will pay monthly grazing rent of \$35 per yearling and \$50 per cow/calf pair for a 5 month grazing period. Stocking rate should be the equivalent of 125 yearlings or 30 pairs and 100 yearlings. Stocking rates can be adjusted if weather conditions permit.
- 2) First half of the rent will be due and payable **on or before May 1**, with the balance due **on or before November 1**.
- 3) **Tenant** is to pay all expenses incurred in the raising and harvesting of the crops on this ground.
 - 4) The **Tenant** must practice good conservation. Should **Tenant** choose to plant a highly erodible crop, he must plant a cover crop immediately after harvest, and refrain from any operation or practice that will injure or erode the farm ground.
 - 5) It is the **Tenant's** choice whether or not to participate in the Government Program. Whether **Tenant** is in the Government Program or not, it is the **Tenant's** responsibility to keep up the certification of the above mentioned farm ground and serve **Landlord** proof of certification on the farm ground. Any payment or repayment from the Government Program on the above named real estate is the property and responsibility of the **Tenant**. Chemigation permits are the responsibility of the **Tenant**.
 - 6) Routine maintenance, such as oil, dripper oil, oil changes in the engines, winterizing are the responsibility and expense of the **Tenant**. **Tenant** is also responsible for reimbursing **Landlord** for electrical charges incurred from the pivot and livestock wells.
 - 7) **Tenant** is responsible for any negligence of the engines, pumps, and irrigation systems which could occur during **Tenant's** use. An authorized well service company or mechanic would determine the negligence.
 - 8) All parts on the irrigation systems and engines are at the expense of the **Landlord**. Spring maintenance, i.e. servicing towers, draining water from gearboxes, changing oil in the boxes, checking for weak bearings, and the pivot point will be done at the expense of the **Tenant** every other year.

Farm Lease

9) Should **Tenant** decide not to farm said farm ground the following year, **Tenant** shall leave the farm ground, areas around the pivots, and equipment in the same or comparable condition that it was first retained in.

10) The provisions of the lease shall be binding upon heirs, executors, administrators, and successors of both **Landlord** and **Tenant**.

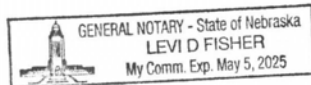
11) This lease is the term of 1 year(s), during the dates of January 1, 2023 to December 31, 2023.

12) This agreement must be **renewed or terminated** by December 31, 2023.

LANDLORD Larry B Schick
Anissa R Walker

DATE 1-17-23

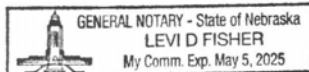
State of Nebraska, County of Lincoln. On this 17 day of January, 2023, before me the undersigned, a Notary Public in said State, personally appeared to me, Larry B Schick and Anissa R Walker, Co Personal Representatives of the Estate of Henry L Schick, Deceased, and Larry B Schick and Anissa R Walker, Co Trustees of the Darlene M Schick Family Trust, known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Levi D Fisher
Notary Public

TENANT Robert R Ryland DATE 12/20/22

State of Nebraska, County of Lincoln. On this 20 day of December, 2022, before me the undersigned, a Notary Public in said State, personally appeared to me, Robert R Ryland, known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Levi D Fisher
Notary Public

Access Easement to Parcel 1

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On September 9, 1977, at 8:30 o'clock A.M., the parties appeared as aforesaid and the court advised that there was a conflict and it was agreed by all parties that the matter be continued until Thursday, September 15, 1977, at 4:00 o'clock P.M. at which time the case would be argued to the court.

On September 15, 1977, at 4:00 o'clock P.M. all parties being present as aforesaid, the case was argued to and submitted to the court, and the court being fully advised in the premises finds as follows:

1. Generally for the plaintiffs and against the defendant on the plaintiffs' petition.

2. Generally for the plaintiffs and against the defendant on the defendant's counterclaim.

3. There was at the commencement of this case in existence a road starting at the North right-of-way line of the Union Pacific Railroad on the defendant's land and traversing through the defendant's land located in Section Four (4), Township Thirteen (13), North, and Section Thirty-three (33), Township Fourteen (14), North, both in Range Twenty-nine (29), West of the 6th P.M. in Lincoln County, Nebraska, to its juncture with Plaintiffs' land on the south boundary line of Section Twenty-eight (28) Township Fourteen (14), North, Range Twenty-nine (29) West of the 6th P.M. in Lincoln County, as identified on Exhibit 1^(see page 410) by tracing thereon in green, which Exhibit is incorporated herein by reference thereto and enclosed in an envelope which is filed in the court file. The road as designated in "Exhibit 1" is hereinafter referred to as "the road."

4. The plaintiffs' predecessors in title acquired a prescriptive easement by adverse possession to said road prior to the time the defendant acquired title to the servient premises on October 4, 1949. At all times material hereto,

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Access Easement to Parcel 1

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Page Three

both before and after the acquisition of the servient premises by the Defendant, the use of the road by the plaintiffs' predecessors in title and after acquisition by the plaintiffs, the plaintiffs' use of the road was open, notorious, visible, continuous, uninterrupted and adverse to the owner of the premises for the period of time necessary to acquire an easement by prescription.

5. Said easement acquired by adverse use is not a public road but may be used by the plaintiffs, their guests, invitees and licensees for the purpose of ingress and egress to the plaintiffs' premises for all purposes.

6. The Gannett crossing road was abandoned pursuant to agreement between the plaintiffs' predecessors in title and the defendant in favor of the road now established, which became the principal way in and out of the Schick premises and thereafter was used by the plaintiffs in a manner and for a sufficient time to establish a prescriptive right therein as hereinbefore found.

7. The width of the easement hereinbefore found varied from approximately twenty (20) feet to approximately fifty (50) feet but which easement is not limited in width to the actual beaten path thereof but said right extends to such width as is reasonably necessary for travel, and maintenance of the road which reasonable width of the easement for purposes of the roadway and maintenance thereof is found to be sixty-six (66) feet.

8. The defendant shall have the right to fence out the easement at its expense, provided, however, the distance between the fencelines shall be not less than sixty-six (66) feet and shall include the presently existing trail and the area where the trail road existed prior to suit.

9. At junctions in the road with existing fences on the defendant's premises, or fences hereafter erected, the defendant may replace the actual autogates heretofore

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Access Easement to Parcel 1

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Page Four

removed by the defendant from the roadway and shall install adjacent thereto a wire gate of a width not less than twenty (20) feet wide for the passage of loads that are wider than the autogate; if new autogates are placed at said junctures, said new autogates shall be a width of not less than ten (10) feet with an adjacent fence gate not less than twenty (20) feet in width for passage of loads that are wider than the installed autogates.

10. The defendant does not have any right to close any autogates replaced or hereafter installed on even a temporary basis by installing a wire or wires across the autogates to be restored or placed as hereinbefore found, or block the same by any other method.

11. The autogates shall be re-installed at the former location thereof with existing fencelines if the juncture between the road and fence is in the same place. In all events, no fenceline on the defendant's premises shall cross the road or be constructed on the defendant's premises that intersect the road without constructing therein the aforesaid autogate and adjacent wire gate on the road if the defendant desires to prevent cattle crossing on the road at said point.

12. Similar autogates and fence gates shall be installed in any new fence.

13. The defendant, since the dispute between the parties arose has seeded the roadway and there is now alfalfa growing thereon. The defendant does not have to replace the road in the condition that it was in at the time that the dispute arose. Plaintiffs may commence driving over the roadway as located on "Exhibit 1" forthwith and shall not be liable to the defendant for any damage to any crop, occasioned by the use of said easement by the plaintiffs, their guests, invitees and licensees of the 66' easement.

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Access Easement to Parcel 1

14. The plaintiffs and their successors in title, if any, shall have the right to maintain the road in such condition as they desire at their expense so that it shall remain passable during all ordinary weather conditions.

15. The defendant shall have no duty whatsoever to maintain the road solely for the plaintiffs' benefit.

16. The plaintiffs' right to use the road shall not be exclusive. The defendant, its agents, employees, guests, licensees and invitees may also use the road. The defendant shall have the right to maintain the road but shall not be required to do so only for the benefit of the plaintiffs.

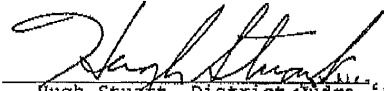
17. The defendant should be permanently enjoined and prohibited from in any manner closing, obstructing or interfering with the use of the easement by the plaintiffs, their successors in title, the plaintiffs' guests, invitees and licensees, by any act of the defendant, its agents or employees in the form of blocking said road by excavation, installation of fixtures or equipment, irrigation pipes or traveling irrigation systems, flooding, irrigating, farming, ranching, parking vehicles, storing agriculture products, fencing or in any other way or by any other act effective to make the road impassable for travel by ordinary means for pedestrians, automobiles, pickups, trucks, tractors and general farm and ranch equipment.

18. All costs of this action are taxed to the defendant.

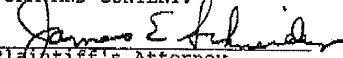
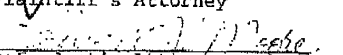
19. The defendant's counterclaim should be denied.

IT IS THEREFORE ORDERED as hereinbefore found.

BY THE COURT:


Hugh Stuart, District Judge.

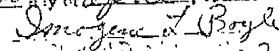
APPROVED AS TO
FORM AND CONTENT:


Plaintiff's Attorney

Defendant's Attorney

State of Nebraska }
County of Lincoln }

I, Imogene L. Boyle, Clerk of the
District Court, with authority of the Court
aforesaid, do hereby certify that the foregoing is a full, true and correct copy as
the same appears from the records of said
court.

WITNESS my hand and official seal this 28 day of April, 1982


Imogene L. Boyle
Clerk of District Court

Access Easement to Parcel 1

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STATE OF NEBRASKA
COUNTY OF LINCOLN
FILED FOR RECORD

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BOOK *339*

PAGE *405*

BETTE C. TATMAN
REGISTER OF DEEDS

BY *Bette C. Tatman*

For Exhibit 1, See Cabinet E - 408

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*Pl 52
3/31
Scott*