

NOTICE OF PERKINS COUNTY SCHOOL LAND LEASE SALE

Notice is hereby given that an authorized representative of the Board of Educational Lands and Funds of the State of Nebraska will offer for lease at public auction on the day and time set forth below, at the office of the County Treasurer of Perkins County in Grant, Nebraska, the following educational lands within said County:

DATE: December 1, 2016

TIME: 10:00 a.m.

In the event of inclement weather and/or bad roads, the Board's Field Representative may postpone the sale until December 8, 2016, at 10:00 a.m. If this occurs, the County Treasurer and the Board's Lincoln Office will both be notified at least 90 minutes prior to the originally scheduled sale time.

<u>TRACT</u>	<u>DESCRIPTION</u>	<u>SEC.TWP.RGE</u>	<u>2017 RENTAL</u>	<u>LEASE EXPIRATION</u>
3	All (640 acres, more or less)	16-10-35	\$18,522.30	December 31, 2022

Predominant Land Use: Dryland cropground and grassland

This tract is located ½ mile north and 1 mile west of Grinton, NE.

There are no improvements to be sold.

The stock tank, float, float switch, submersible pump, wire and fittings, all electric fence and materials are to be considered personal property and are subject to removal by the previous lessee.

The stockwell is owned by the School Trust and all right, title and interest shall remain with the School Trust.

STIPULATION: Notwithstanding the noxious weed control provisions provided in the body of this Lease, the following stipulation shall apply regarding noxious weeds: The Board will supply the chemicals necessary to treat the noxious weeds on all of the grassland covered by this Lease, and provide detailed instructions for the chemical application. However, if the Board or its representative determines at any time, in their sole and absolute discretion, that the noxious weed problems are due to inaction or neglect on the part of the Lessee, then Lessee will furnish, at Lessee's sole and exclusive cost and expense, all chemical and the labor and equipment necessary to apply the chemicals and will apply the chemicals timely and in exact accordance with the instructions provided by the Board. Lessee will also effectively control, to the Board's satisfaction, the noxious weeds on any cropland covered by this Lease at Lessee's sole and exclusive cost and expense at all times during the term of this Lease. When necessary to apply the recommended chemical, the Lessee will provide a NE Department of Agriculture Pesticide Applicator ID number or contract with a commercial applicator to apply the chemical at Lessee's expense. The Board may terminate this Lease prior to its scheduled expiration date by 1) giving at least nine (9) months notice of termination to the Lessee, or 2) giving written notice of termination to the Lessee stating that the lease shall terminate on December 31st of the year notice was given. In the event of such early termination, any bonus paid for this Lease will be partially refunded. The unused percentage of the original lease term shall be multiplied by the bonus previously paid to determine the refund amount.

18	All (640.31 acres, more or less)	36-10-37	\$16,210.02	December 31, 2024
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Predominant Land Use: Dryland cropground and grassland

This tract is located 3 miles south and 2 miles east of Madrid, NE.

Improvements to be sold include: 1,300 rods of fence. Total Value: \$7,462.00

The submersible pump, pipe, wire and fittings, stock tank and float, all electric fence and materials are to be considered personal property and are subject to removal by the previous lessee.

The stockwell is owned by the School Trust and all right, title and interest shall remain with the School Trust.

The lessee elects to harvest 236.94 acres of fall-seeded wheat.

21 All 36-12-37 \$23,478.10 December 31, 2024
 (640 acres, more or less)

Predominant Land Use: Dryland cropland and grassland
 This tract is located 8 miles north and 2 miles east of Madrid, NE.
 There are no improvements to be sold.

STIPULATION: Notwithstanding the noxious weed control provisions provided in the body of this Lease, the following stipulation shall apply regarding noxious weeds: The Board will supply the chemicals necessary to treat the noxious weeds on all of the grassland covered by this Lease, and provide detailed instructions for the chemical application. However, if the Board or its representative determines at any time, in their sole and absolute discretion, that the noxious weed problems are due to inaction or neglect on the part of the Lessee, then Lessee will furnish, at Lessee's sole and exclusive cost and expense, all chemical and the labor and equipment necessary to apply the chemicals and will apply the chemicals timely and in exact accordance with the instructions provided by the Board. Lessee will also effectively control, to the Board's satisfaction, the noxious weeds on any cropland covered by this Lease at Lessee's sole and exclusive cost and expense at all times during the term of this Lease. When necessary to apply the recommended chemical, the Lessee will provide a NE Department of Agriculture Pesticide Applicator ID number or contract with a commercial applicator to apply the chemical at Lessee's expense. The Board may terminate this Lease prior to its scheduled expiration date by 1) giving at least nine (9) months notice of termination to the Lessee, or 2) giving written notice of termination to the Lessee stating that the lease shall terminate on December 31st of the year notice was given. In the event of such early termination, any bonus paid for this Lease will be partially refunded. The unused percentage of the original lease term shall be multiplied by the bonus previously paid to determine the refund amount.

27 All 36-11-38 \$16,511.44 December 31, 2024
 (640.32 acres, more or less)

Predominant Land Use: Grassland and dryland cropland
 This tract is located approximately 1 mile north and 2 miles west of Madrid, NE.
 Improvements to be sold include: 960 rods of fence, stockwell, submersible pump, pipe, wire and fittings.
 Total Value: \$9,800.00

The 2 stock tanks, 2 floats, float switch, all single wire electric fence and materials, mill, steel tower, all steel corral panels and enclosure fence are to be considered personal property and are subject to removal by the previous lessee.

STIPULATION: Lessee is hereby notified that the real estate is subject to the attached Memorandum of Agreement. Said Agreement may contain grants of access rights, and conditions and restrictions on the use of the real estate. Lessee and Lessee's use of the real estate is subject to these grants, conditions and restrictions, and Lessee hereby agrees to abide by, and not violate, any grants, conditions or restrictions contained in the Memorandum of Agreement.

28 All 36-12-38 \$29,963.50 December 31, 2024
 (640 acres, more or less)

Predominant Land Use: Dryland cropland
 This tract is located 8 miles north and 6 miles east of Grant, NE.
 Improvements to be sold include: 209 acres of chemical spraying of wheat stubble. Total Value: \$5,500.00
 The lessee elects to harvest 224.4 acres of fall-seeded wheat.

30 All 36-09-39 \$12,425.86 December 31, 2024
 (640 acres, more or less)

Predominant Land Use: Grassland, dryland and irrigated cropland
 This tract is located 9 miles south of Grant, NE.
 Improvements to be sold include: 655 rods of fence, submersible pump, pipe, wire and fittings. Total Value: \$5,250.00

The 160 rods of electric fence, 85 rods of east line fence, 2 stock tanks, 2 floats and float switch are to be considered personal property and are subject to removal by the previous lessee.
 The stockwell is owned by the School Trust and all right, title and interest shall remain with the School Trust.

In order for anyone to be eligible to bid on a school land lease, they must be able to contract in accordance with Nebraska Law and have deposited with the County Treasurer of the County in which the land is located, or with a representative of the Board, a bank draft, cashier's check, certified check or money order made payable to the Board of Educational Lands and Funds, or cash, equivalent to the 2017 rental of said tract. Said rental deposit may be submitted at any time until the tract is announced "Sold".

If more than one qualified bidder is interested in a lease, it will be sold to the party bidding the highest cash bonus, in addition to the first year's rent, at the auction. Bonus bids must be paid to the Board of Educational Lands and Funds immediately following the auction. Bonus bids are a one-time payment which covers the entire term of the lease.

All sales of educational land leases at public auction are considered to be non-revocable offers, which shall become binding contracts only upon acceptance and approval following the sale by the Board of Educational Lands and Funds. Leases will be effective January 1, 2017, or upon acceptance and approval by the Board, whichever occurs later.

Leases will be issued only to those who sign the "Lease and Application" in person or through an Attorney-In-Fact who presents a Power of Attorney at the time of the auction. A sample Power of Attorney is available on the Board's website. Lease assignments submitted to the Board within 30 days of the auction will be processed without fee. The Board's standard form lease sets out the terms of the lease of the real estate to which this notice pertains; provided, however, any additional stipulations pertaining specifically to this real estate, which are included in this notice, shall be added to and become a part of the complete terms of the lease pertaining to this real estate. The Board's standard form lease may be inspected at the County Treasurer's office or on the Board's website and a copy, which includes any additional stipulations pertaining to this real estate, can be obtained by contacting the Board's Lincoln office or the Field Representative for this county named above.

The purchaser shall, within thirty days of the date of Board approval, pay the amount of the value of the improvements (and growing crops, if applicable) as stated above, to the County Treasurer of the County wherein the land is situated. If such payment is not made on time and in full, all payments made by the purchaser to the Board may be declared forfeited and a new lease or sale of the land may be authorized. All improvements affixed to the land which are not listed above are and shall remain owned by the School Trust. **No improvements shall be placed on the land by Lessee without the prior written approval of the Board; and any improvements made by Lessee without the prior written approval of the Board shall be permanently owned exclusively by the Board.**

All monies received by the Board's agents will be deposited subject to approval of the lease by the Board of Educational Lands and Funds. In the event a lease is not approved, the appropriate refunds will be issued.

All County Farm Service Agency information for the Board of Educational Lands and Funds is public information and is obtainable by contacting the local office.

Rental is subject to change by the Board semi-annually at any time during the term of the lease.

The Lessee making each election to harvest fall-seeded crops will pay the 2017 rent on those acres. In the event of such election, the successful bidder, if other than the previous Lessee, will receive a refund of 2017 rent equal to the amount so paid by the previous Lessee.

For further information contact:

BOARD OF EDUCATIONAL LANDS AND FUNDS

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