

NOTICE OF EDUCATIONAL LAND SALE

Notice is hereby given that an authorized agent of the Board of Educational Lands and Funds of the State of Nebraska (the Board) will offer for sale at public auction on the day and time set forth below, at the Cherry County Treasurer's Office in Valentine, Nebraska, the following listed educational lands within said County.

DATE: July 29, 2016

TIME: 1:00 p.m.

PREDOMINANT LAND USE: A perpetual easement, which shall run with the land, to the Successful Bidder (herein "Grantee"), and all future successors, assigns, lessees, licensees, and permittees of such easement (herein "Grantee's other parties") for utility service both above and below ground, and for the construction of a road easement which shall be restricted solely to providing to the Grantee and Grantee's other parties, ingress to and egress from Lots 1-7, the Pines Reserve, located in Part of the W2 of the SW4 of Section 33, T32N, R30W of the 6th P.M., Cherry County, Nebraska, and that portion of the W2SW4 of Section 33, T32N, R30W of the 6th P.M., Cherry County, Nebraska adjacent to and east of Pines Reserve, and the SE4SW4 of Section 33, T32N, R30W of the 6th P.M., Cherry County, Nebraska. Furthermore, the easement shall not provide Grantee, or Grantee's other parties, with access to any additional lands (lands not included in the legal descriptions in this paragraph) for which ingress to or egress from such additional lands could be obtained by traveling over or through the lands legally described in this paragraph. The Board's non-exclusive, perpetual easement right, which shall run with the land, shall restrict the Board and all future successors, assigns, lessees, licensees, and permittees (herein "Board's other parties") to a non-exclusive, perpetual right to use the road easement for ingress to and egress from the SE4SW4 of Section 33, T32N, R30W of the 6th P.M., Cherry County, Nebraska. Furthermore, the easement shall not provide the Board, or the Board's other parties, with access to any additional lands (lands not included in the legal description in this paragraph) for which ingress to or egress from such additional lands could be obtained by traveling over or through the land specifically described in this paragraph.

LEGAL DESCRIPTION: A non-exclusive, perpetual easement as described above located in Section 4, Township 31 North, Range 30 West of the 6th P.M, Cherry County, Nebraska more particularly described as follows;

The NORTH 200' of the NE4NW4 of said Section 4 except the EAST 134 feet thereof and the WEST 66' of the EAST 200' of the NW4 of said Section 4 except the NORTH 200' thereof and the NORTH 200' of the EAST 200' of the SW4 of said Section 4 and ALL that part of the NORTH 200' of the SE4 of said Section 4 lying west of Hwy 97 containing 11.6 acres, more or less.

AND

A non-exclusive, perpetual easement as described above located in Section 33, Township 32 North, Range 30 West of the 6th P.M, Cherry County, Nebraska more particularly describes as follows;

The WEST 200 ' of the SOUTH 66' of the SE4SW4 of said Section 33, containing 0.30 acres, more or less.

LOCATION: Approximately 20 miles south of Valentine, Nebraska on Nebraska Highway #97.

BEGINNING BID PRICE: \$30,000.00 which is not less than the appraised value.

ADDITIONAL REQUIREMENTS: Settlement for the easement shall be made by paying not less than twenty-percent (20%) of the purchase price at the time of the sale and the balance shall be payable within 90 days after the date of the sale. This easement will be sold to the highest bidder, subject to the right of the Board to reject any and all bids, and sale of the easement will not be final until confirmed by the Board. The Board will intend to consider confirmation as soon as possible. The easement will be conveyed by a document titled Perpetual Easement signed by a representative of the Board and the Governor and Secretary of State of the State of Nebraska, subject to all easements, restrictions, reservations, rights-of-way and other matters of record and all public roads, and the Board shall retain all salt springs, coal, oil, minerals, artifacts, fossils and other natural resources on, over, or contained in the land. If the high bidder fails to pay the purchase price in full within 90 days after the date of the sale, the high bidder's rights under the sale, including all payments made, shall be forfeited by the Board.

Notwithstanding the foregoing, the Board shall never be obligated to contribute to the cost of construction or maintenance of the road easement. Furthermore, the Grantee shall be obligated to construct at its sole expense a road within the easement boundaries and a legal boundary fence along the west and south side of the easement boundaries sufficient to exclude livestock from the road. The construction of the road and fences shall be completed by the Grantees by December 31, 2016. The Board and its lessees and Board's other parties will maintain a fence along the north and east side of the roadway to exclude livestock from the road.

The Grantee shall be obligated to construct at its sole expense the road within the easement boundaries and also a legal boundary fence along the west and south sides of the easement property to exclude livestock from the roadway. The Board and its Lessees will maintain a fence along the north and east side of the roadway to exclude livestock from the roadway.

REAL ESTATE TAXES: The Board will continue to pay all real estate taxes.

POSSESSION: The purchaser shall receive non-exclusive, perpetual possession upon, but not before, confirmation of the sale by the Board and full payment by the purchaser for the perpetual easement. The easement property is part of property leased by the Board to Paul A. Schock under lease #108736-12 [Plat Nos. 134C and 149A]. That lease shall remain in effect during the current lease term, except that if the easement sells pursuant to this auction, no rent shall be payable by the Grantee for the 11.6 acres of the easement for the period from June 30, 2016 until the end of the current lease term or for any lease term thereafter.

All payments to the Board of Educational Lands and Funds must be made by bank draft, cashier's check, certified check, money order or cash. Personal checks will not be accepted.

All sales of educational land at public auction are considered to be non-revocable offers which only upon confirmation by the Board of Educational Lands and Funds shall become binding contracts.

For further information contact:

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