

EQIP (Republican River 2006)  
7-20-06 pda

871

**Nebraska Department of Natural Resources and  
Upper Republican Natural Resources District  
Application/Agreement to Participate in Supplemental Program to  
The United States Department of Agriculture  
Natural Resources Conservation Service  
Environmental Quality Incentives Program**

The Nebraska Department of Natural Resources (NDNR) and the Upper Republican Natural Resources District (URNRD) are cooperating with the United States Department of Agriculture, Natural Resources Conservation Service (NRCS) on a Nebraska Ground and Surface Water Conservation Special Initiative Practice of the NRCS' Environmental Quality Incentive Program ("federal EQIP") in order to reduce the consumptive use of groundwater in the Republican River Basin. The Republican River Environmental Quality Incentive Program (RR EQIP) is available to landowners who meet the eligibility requirements of both the federal EQIP and the RR EQIP programs. The undersigned landowner(s) ("Landowner") hereby applies to participate in RR EQIP for purposes of receiving a payment from the NDNR and a payment from the URNRD in exchange for agreeing to refrain from irrigating the property described below (the "Property") and entering into a perpetual easement with the URNRD.

<b>INSTRUCTIONS:</b> List the names of all the owners of the land being offered for participation in RR EQIP. The name(s) must be the same names that appear on the deed to the property being offered for participation in RR EQIP. If the landowner is a corporation or other entity include the name and title of the officer signing on the corporation's behalf. Attach additional pages if necessary. All landowners must also complete and sign an IRS Form W-9.			
Terry C Bilka Rev. Trust LANDOWNER	(308) 882-4009 Telephone No.	Nanette Bilka Rev. Trust 882-4009 LANDOWNER	(308) Telephone No.
72915 335A Ave ADDRESS	Enders CITY	NE 69027 STATE ZIP	72915 335A Ave ADDRESS
			Enders CITY
			NE 69027 STATE ZIP
20-6432338 SOCIAL SECURITY NO. OR FEDERAL IDENTIFICATION NO.		20-643248 SOCIAL SECURITY NO. OR FEDERAL IDENTIFICATION NO.	

**ELIGIBILITY REQUIREMENTS**

To be eligible to participate in RR EQIP all of the following requirements must be met.

1. The Landowner(s) have offered the Property for participation in the federal EQIP and can meet all the federal EQIP requirements.
2. The well or wells used to irrigate the Property lie within the RR EQIP Permanent Conversion Special Incentive Area.
3. The Property has been previously certified as irrigated acreage by the URNRD.
4. All lien holders on the Property must be willing to subordinate their liens to the Easement.
5. The Landowner has paid the URNRD a \$100 deposit for a title search and recording fees.

**TERMS OF THE AGREEMENT**

1. No water from any source will be applied to the Property ever again.
2. The Landowner(s) will convey a perpetual easement (the "Easement") to the URNRD relinquishing all rights to irrigate the Property with either ground water or surface water and forfeiting any rights the Landowner(s) may have to transfer or sell the water rights as an offset or for any other reason.
3. The Landowner(s) will decommission all wells or reduce their capacity in a manner satisfactory to the NDNR and the URNRD unless it can be proved that the wells have been previously used to irrigate other land in addition to the Property.
4. The Landowner(s) will relinquish any surface water rights appurtenant to the Property.
5. The Landowner(s) will allow staff and agents of the URNRD and the NDNR to enter the Property at reasonable times but without prior permission to inspect for compliance with the terms of this Agreement and the Easement.
6. The ground water well(s) previously used to irrigate the Property will not be used to apply water for irrigation or other purposes to any other property unless it can be proved that the well was previously used to irrigate other land. However, a

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well may continue to be used to water stock or for domestic purposes but must be permanently converted to pump at a capacity lower than 50 gallons per minute.

7. If there is a violation of the terms of this Agreement or the federal EQIP agreement or if this Agreement or the federal EQIP agreement is terminated, the Landowner(s) agrees to repay the NDNR and the URNRD the entire amount of any payments received from the NDNR and the URNRD including liquidated damages of 20 per cent.

8. If the Property is sold, leased or conveyed in any manner, the Landowner(s) agrees to use his or her best efforts to notify subsequent landowners or tenants of the terms of this Agreement and the Easement.

9. In consideration for the Landowner(s) agreement to the terms of this Agreement, the NDNR and the URNRD agree to pay to the Landowner(s) the sum of \$375.00 per acre for 24.1 acres for a total payment of \$9037.50. The NDNR shall pay the sum of \$6025.00(\$250 per acre) and the URNRD will pay the sum of \$3012.50(\$125 per acre).

10. The Landowner(s) will not take any action that tends to defeat the purposes of this Agreement, as determined by the NDNR and the URNRD.

11. The Landowner(s) hereby authorizes the NRCS to provide the NDNR and the URNRD with the NRCS map of the Property, a copy of the federal EQIP agreement between the NRCS and the Landowner(s) and any other documents in the possession of the NRCS regarding the Landowner(s) participation in RR EQIP.

**PROPERTY OFFERED FOR ENROLLMENT IN RR EQIP**

List all property offered for enrollment in RR EQIP and give the well number of the well used to irrigate that field. If there is a surface water right on the property list that also.

NE 1/4, SEC. 13, TWP. 5N, RNG. 38W, CHASE COUNTY WELL NO. G-044619, SFC WTR APPROP. NO. \_\_\_\_\_

SE 1/4, SEC. 24, TWP. 5N, RNG. 38W, CHASE COUNTY WELL NO. G-044619, SFC WTR APPROP. NO. \_\_\_\_\_

\_\_\_\_ 1/4, SEC. \_\_\_\_\_, TWP. \_\_\_\_\_, RNG. \_\_\_\_\_, \_\_\_\_\_ COUNTY WELL NO. \_\_\_\_\_, SFC WTR APPROP. NO. \_\_\_\_\_

\_\_\_\_ 1/4, SEC. \_\_\_\_\_, TWP. \_\_\_\_\_, RNG. \_\_\_\_\_, \_\_\_\_\_ COUNTY WELL NO. \_\_\_\_\_, SFC WTR APPROP. NO. \_\_\_\_\_

\_\_\_\_ 1/4, SEC. \_\_\_\_\_, TWP. \_\_\_\_\_, RNG. \_\_\_\_\_, \_\_\_\_\_ COUNTY WELL NO. \_\_\_\_\_, SFC WTR APPROP. NO. \_\_\_\_\_

\_\_\_\_ 1/4, SEC. \_\_\_\_\_, TWP. \_\_\_\_\_, RNG. \_\_\_\_\_, \_\_\_\_\_ COUNTY WELL NO. \_\_\_\_\_, SFC WTR APPROP. NO. \_\_\_\_\_

**LIEN HOLDERS**

Give the names and addresses of all persons or companies holding liens on the property.

Lien Holder: ADAMS BANK & TRUST

Address: P.O. BOX 279, IMPERIAL, NE 69033

Lien Holder: \_\_\_\_\_

Address: \_\_\_\_\_



**DEED OF CONSERVATION EASEMENT**

This Deed of Conservation Easement ("Conservation Easement") made this 9<sup>th</sup> day of July, 2007, by and between TERRY C. BILKA, TRUSTEE OF THE TERRY C. BILKA REVOCABLE TRUST, dated February 7, 2002, and NANETTE BILKA, TRUSTEE OF THE NANETTE BILKA REVOCABLE TRUST, dated February 7, 2002, ("Grantor") and the UPPER REPUBLICAN NATURAL RESOURCES DISTRICT ("Grantee" or "District").

WHEREAS, the Upper Republican Natural Resources District is a political subdivision of the State of Nebraska and is authorized by the State of Nebraska to regulate ground water within management areas; and

WHEREAS, the District has established a management area by adopting an Integrated Management Plan pursuant to the Nebraska Ground Water Management and Protection Act; and

WHEREAS, the Grantor is the owner of real estate located with the geographic area included within the Integrated Management Plan; and

WHEREAS, the Grantor and Grantee jointly recognize the necessity of conserving and managing the ground water within the geographic area covered by the Integrated Management Plan.

NOW THEREFORE, in consideration of the mutual covenants contained herein and in receipt of payments to the Grantor from the Grantee, the Nebraska Department of Natural Resources, and the United States Department of Agriculture, Natural Resources Conservation Service, the Grantor and Grantee, intending to be legally bound, agree as follows:

STATE OF NEBRASKA { ss  
County of Chase  
Filed in the office of the County Clerk  
the 11 day of October  
2007 at 2 o'clock 05  
P.M. and recorded in book 15  
P.M.I.S.C. page 753-760  
Delina K. Clark  
County Clerk  
by J. Beard

1. The Grantor hereby assigns, transfers and grants to the Grantee a Conservation Easement enforceable with respect to the property (the Property) of the Grantor described as follows:

A tract of land containing 24.1 acres, more or less, more specifically described as:

Township 5 North, Range 38 West of the 6<sup>th</sup> P.M.

Section 13: Part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 24: Part of NW $\frac{1}{4}$ NE $\frac{1}{4}$

all in Chase County, Nebraska, as outlined on the attached map.

2. The terms, conditions and restrictions of the Conservation Easement are as follows:

- a. As used in this conservation Easement, the term "water well" shall mean any water well as that term is defined in Nebraska statutes.
- b. No water well capable of pumping more than 50 gallons per minute may exist or be constructed on the Property. Any water well that exists on the Property on the date of the execution and delivery of this Conservation Easement and that is capable of pumping more than 50 gallons per minute shall be decommissioned in accordance with all applicable statutes, rules and regulations or permanently reduced in capacity so that it is incapable of pumping more than 50 gallons per minute. Such decommissioning or modification shall be completed no later than one hundred eighty days from the date of the execution of this Conservation Easement. Except that any irrigation well existing on the Property on the date of this Conservation Easement that was previously used to irrigate other land in addition to the Property may continue to be used to irrigate the other land. Only land previously

certified by the District for irrigation by that well may be irrigated. No additional land may ever be irrigated with the well. The pipes, pivot, and any and all other equipment formerly used to irrigate the Property must be permanently removed, detached, or otherwise disabled to the satisfaction of the District.

- c. Water wells capable of pumping 50 gallons per minute or less individually, but in excess of 50 gallons per minute collectively, may not be clustered or joined, nor may the water from such wells be commingled or in any other way combined, unless the wells are used as described in Paragraph 2(b) above.
- d. Water wells capable of pumping 50 gallons per minute or less may only be used to provide water on the Property for (1) household and other domestic uses, or (2) watering range livestock.
- e. No use of water from a natural stream, regardless of whether or not a permit for such use is required from the Nebraska Department of Natural Resources of any successor agency, shall be made on the Property except for providing water for range livestock on the Property.
- f. No water from any water well not located on the Property shall be used on the Property except for (1) household and other domestic uses, or (2) watering range livestock.
- g. This Conservation Easement shall be perpetual. It is appurtenant and runs with the land as an incorporeal interest in the Property and shall

be enforceable against any owner or other person having any interest in the above described property including the Grantor, all persons or entities holding any interest acquired through the Grantor and all Grantor's heirs, successors, assigns and personal representatives.

3. It is the Grantor's intent, through this Deed of Conservation Easement to permanently transfer and surrender any rights that they or their successors, heirs, assigns or personal representatives may have to irrigate the above described property and to permanently prevent the development and use of any ground water for any use on or off the Property, except those specifically permitted by Paragraph 2 above. The fact that the well or wells on the Property have been decommissioned, reduced in pumping capacity to 50 gallons per minute or less, or are no longer used to irrigate the Property cannot be used to supply an offset to allow irrigation of any other land or any other water use or to justify construction of a new water well as a replacement.

4. The Grantor and the Grantee agree that the State of Nebraska, which has provided necessary funding for acquisition of this conservation Easement, shall be deemed and recognized as a third party beneficiary under this Conservation Easement. As such, the State of Nebraska, acting by and through the Department of Natural Resources and the Office of the Attorney General, shall have the right to enforce all of the terms of this Conservation Easement, against both the Grantee and the Grantor. In addition, this Conservation Easement may only be amended by a written document that is that is executed by the Grantor and the Grantee, approved by the Department of Natural Resources and recorded among the land records of the appropriate jurisdiction for the

Property. Proof of the Department of Natural Resources' approval shall accompany or be attached to said document.

5. Upon any breach of the terms of the Conservation Easement by the Grantor, the Grantee may, after reasonable notice to the Grantor, institute suits to enjoin any breach or enforce any covenant by *ex parte*, temporary, and/or permanent injunction, either prohibitive or mandatory. The Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity. If the Grantor is found to have breached any of the terms of this conservation Easement, the Grantor shall reimburse the Grantee for any costs or expenses incurred by the Grantee, including courts costs and reasonable attorney's fees. No failure on the part of the Grantee to enforce any term of this Conservation Easement shall discharge or invalidate such term or any other term hereof or affect the right of the Grantee to enforce the same in the vent of a subsequent breach or default.

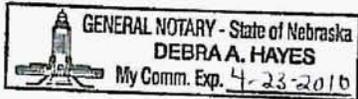
6. The Grantee and the State of Nebraska, acting by and through the Nebraska Department of natural Resources and their respective employees and agents have the right to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantor is complying with the terms of this Conservation Easement.

7. If at any time the Grantee intends to acquire the fee simple interest of the Property encumbered by this Conservation Easement, prior to any such conveyance of the fee simple interest, Grantee shall assign its interest in this Conservation Easement to the Nebraska Department of Natural Resources or its successor state agency.



STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF CHASE     )

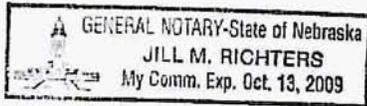
The foregoing instrument was acknowledged before me on this 6<sup>th</sup> day of July, 2007, by Jasper Fanning, Manager of the Upper Republican Natural Resources District.



Debra A Hayes  
Notary Public

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF Lancaster

The foregoing instrument was acknowledged before me on this 11<sup>th</sup> day of October, 2007, by Ann Bleed, Director of the Nebraska Department of Natural Resources.



Jill M. Richters  
Notary Public

# BILKA EQIP

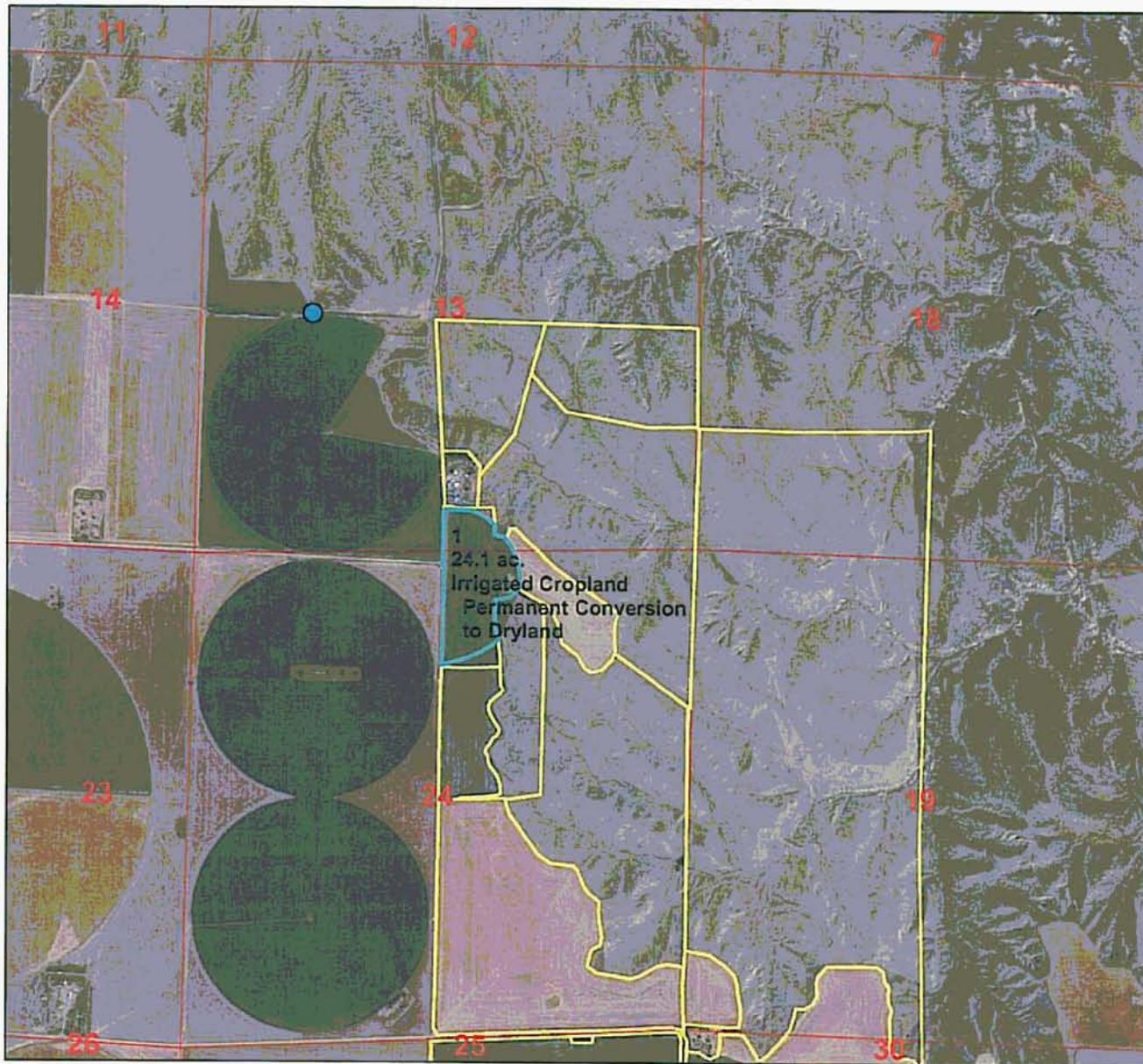


### CONSERVATION PLAN MAP

Customer(s): TERRY C BILKA  
District: UPPER REPUBLICAN NATURAL RESOURCES DISTRICT

Field Office: IMPERIAL SERVICE CENTER  
Agency: USDA-NRCS  
Assisted By: Gary I Lee

Legal Description: Part of Tract 757: SE4 Section 13, & E2 Section 24 T-5-N R-38-W; S2SW4 18, W2 Section 19 T-5-N R-37-W

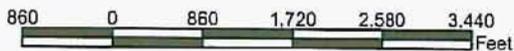


#### Legend

-  Irrigation Well
-  Sections
-  T757



Image: ortho\_1-1\_1n\_s\_ne029\_2003\_1.sid



**SUBORDINATION AGREEMENT**

FOR VALUABLE CONSIDERATION, including the execution of the Deed of Conservation Easement, ADAMS BANK AND TRUST, the owner and holder of indebtedness secured by liens as listed herein upon the real estate specifically described below and in the Deed of Conservation Easement hereby joins in the conveyance of the Conservation Easement to the Upper Republican Natural Resources District ("URNRD"), a political subdivision of the State of Nebraska, and conveys to the URNRD, and its successors and assigns, the same rights as contained in the Deed of Conservation Easement. Such conveyance is made for the sole purpose of providing that the rights of the Conservation Easement shall be prior to and paramount to all rights held by the undersigned under its deeds of trust and that any sale or foreclosure shall be subject to such Conservation Easement.

**LIENS:**

1. A deed of trust in favor of Adams Bank and Trust dated April 21, 2003, and recorded on April 22, 2003, in Book 77 of Mortgages, Page 274, in the Office of the Chase County Clerk.
2. A deed of trust in favor of Adams Bank and Trust dated February 27, 1998 and recorded on March 10, 1998, in Book 65 of Mortgages, Page 270, in the Office of the Chase County Clerk.

Dated this 4<sup>th</sup> day of September, 2007.

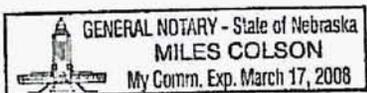
ADAMS BANK AND TRUST,

By: John T. Paisley  
JOHN T. PAISLEY

Title: Branch President

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF CHASE     )

The foregoing instrument was acknowledged before me on this 4<sup>th</sup> day of September, 2007, by JOHN T. PAISLEY, Branch President of ADAMS BANK AND TRUST, a Nebraska Banking Corporation, on behalf of the Corporation.



Miles Colson  
Notary Public

**LIMITED TITLE CERTIFICATE**

THE UNDERSIGNED, a Nebraska Registered Abstractor, makes the following report of title for: **The Upper Republican NRD District**

PROPERTY: **Township 5 North, Range 38 West of the 6<sup>th</sup> P.M.**  
Section 13: **SE1/4**  
Chase County, Nebraska

PRESENT OWNER: **Terry C. Bilka, Trustee of the Terry C. Bilka Revocable Trust dated February 7, 2002 and Nanette Bilka, Trustee of the Nanette Bilka Revocable Trust dated February 7, 2002**

OPEN LIENS: 1. **Deed of Trust held by Adams Bank & Trust, Trustee and Beneficiary, dated February 27, 1998, recorded March 10, 1998 at 2:30 P.M. at Book 65, page 270, in the original amount of \$525,000.00, encumbering the SE1/4 13-5-38 and other lands.**

2. **Deed of Trust with Waiver of Homestead held by Adams Bank & Trust, Trustee and Beneficiary, dated April 21, 2003, recorded April 22, 2003 at 2:37 P.M. at Book 77, page 274, securing the note amount of \$677,050.00, encumbering the SE1/4 13-5-38 and other lands.**

JUDGMENTS AND SUITS PENDING: **None.**

FEDERAL AND STATE TAX LIENS: **None.**

COUNTY TAXES AND ASSESSMENTS: **2006 and all prior taxes are paid. 2006 taxes were \$1,456.58. The Parcel ID #s is 150010931.**

EASEMENTS: **None.**

FINANCING STATEMENTS: **None.**

OTHER: **No search of the mineral estate was made.**

This certificate is a contract between the abstractor and the person requesting the certificate; it is not an abstract of title, nor is it a complete chain of title search; and it is not an opinion on the title, nor is it a policy of title insurance. This certificate does provide a report of the information available in the public record of the County in which the subject real estate is located on the date and at the time shown below. The liability of the producer of this document is limited to the fee charged for it.

DATE AND TIME OF SEARCH: **January 22, 2007 at 8:00 A.M.**

FEE: **\$50.00**

  
\_\_\_\_\_  
Clint A. Johnson, Licensed Abstractor  
Cert. of Authority # 609

**LIMITED TITLE CERTIFICATE**

THE UNDERSIGNED, a Nebraska Registered Abstractor, makes the following report of title for: **The Upper Republican NRD District**

PROPERTY: **Township 5 North, Range 38 West of the 6<sup>th</sup> P.M.**  
Section 24: NE1/4  
Chase County, Nebraska

PRESENT OWNER: **Terry C. Bilka, Trustee of the Terry C. Bilka Revocable Trust dated February 7, 2002 and Nanette Bilka, Trustee of the Nanette Bilka Revocable Trust dated February 7, 2002**

OPEN LIENS: 1. **Deed of Trust held by Adams Bank & Trust, Trustee and Beneficiary, dated February 27, 1998, recorded March 10, 1998 at 2:30 P.M. at Book 65, page 270, in the original amount of \$525,000.00, encumbering the E1/2 24-5-38 and other lands.**

2. **Deed of Trust with Waiver of Homestead held by Adams Bank & Trust, Trustee and Beneficiary, dated April 21, 2003, recorded April 22, 2003 at 2:37 P.M. at Book 77, page 274, securing the note amount of \$677,050.00, encumbering the E1/2 24-5-38 and other lands.**

JUDGMENTS AND SUITS PENDING: **None.**

FEDERAL AND STATE TAX LIENS: **None.**

COUNTY TAXES AND ASSESSMENTS: **2006 and all prior taxes are paid. 2006 taxes were \$2,163.08. The Parcel ID #s is 150010931. Please Note that the NE1/4 of Section 24-5-38 is assessed and taxed with the SE1/4 24-5-38.**

EASEMENTS: **None.**

FINANCING STATEMENTS: **None.**

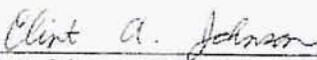
OTHER: **No search of the mineral estate was made.**

**The Warranty Deed recorded on November 13, 2002, at Book 40, page 51 appears to have a typographical error in the legal description. The legal description makes reference to "the East of Section 24."**

This certificate is a contract between the abstractor and the person requesting the certificate; it is not an abstract of title, nor is it a complete chain of title search; and it is not an opinion on the title, nor is it a policy of title insurance. This certificate does provide a report of the information available in the public record of the County in which the subject real estate is located on the date and at the time shown below. The liability of the producer of this document is limited to the fee charged for it.

DATE AND TIME OF SEARCH: **January 22, 2007 at 8:00 A.M.**

FEE: **\$50.00**

  
\_\_\_\_\_  
Clint A. Johnson, Licensed Abstractor  
Cert. of Authority # 609

**Form W-9**  
(Rev. November 2005)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) \_\_\_\_\_

Business name, if different from above:  
**Tony C Bilka Revocable Trust**

Check appropriate box:  Individual/Sole proprietor     Corporation     Partnership     Other ▶     Exempt from backup withholding

Address (number, street, and apt. or suite no.):  
**72915 335A AVE**

City, state, and ZIP code:  
**Enders NE 69027**

List account number(s) here (optional) \_\_\_\_\_

Requester's name and address (optional) \_\_\_\_\_

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
| | + | + | | |

or

Employer identification number  
**20-6432338**

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here    Signature of U.S. person ▶ **Tony C Bilka Trustee**    Date ▶ **3-28-07**

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Form **W-9**  
(Rev. November 2005)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
NANETTE Bilka

Business name, if different from above

Check appropriate box:  Individual/  
Sole proprietor     Corporation     Partnership     Other ▶ .....     Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)  
72915 335 A AVE

City, state, and ZIP code  
Enders NE 69027

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
| | + | + | | | |

or

Employer identification number  
2016432348

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign  
Here

Signature of  
U.S. person ▶

Nanette Bilka

Date ▶ 10-19-07

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Perkins Chase and  
Dundy Counties  
Headquarters In Imperial

Upper Republican  
NATURAL RESOURCE DISTRICT

P.O. Box 1140  
135 W. 5th St.  
Imperial, NE 69033  
Phone 308-882-5173  
308-882-5584  
FAX Number 308-882-4521

October 16, 2007

Nanette Bilka  
PO Box 152  
Imperial, NE 69033

RE: EQIP contract

Ms. Bilka:

Enclosed for your records is a copy of the Deed of Easement that has been recorded with the Chase County Clerk. I have also enclosed a check from URNRD for our part of the contract.

I have sent a copy of the filing to Nebraska Department of Natural Resources. Upon receiving this copy they should start the procedure to make payment to you. I have enclosed a copy of this letter to you also.

Also for your information the landowner is responsible for advising the tax assessor's office of the change in status of the land from irrigated to dryland. Neither the URNRD nor the NDNR may change the tax status of land.

If you have any questions please feel free to give me a call at the office. 308-882-5173

Thank you,

A handwritten signature in cursive script that reads "Deb Hayes".

Deb Hayes  
Administrative Assistant

CC: Terry Bilka



Perkins Chase and  
Dundy Counties  
Headquarters In Imperial

Upper Republican  
NATURAL RESOURCE DISTRICT

P.O. Box 1140  
135 W. 5th St.  
Imperial, NE 69033  
Phone 308-882-5173  
308-882-5584  
FAX Number 308-882-4521

October 16, 2007

Terry Bilka  
72915 335A  
Imperial, NE 69033

RE: EQIP contract

Mr. Bilka:

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I have sent a copy of the filing to Nebraska Department of Natural Resources. Upon receiving this copy they should start the procedure to make payment to you. I have enclosed a copy of this letter to you also.

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If you have any questions please feel free to give me a call at the office. 308-882-5173

Thank you,

Deb Hayes  
Administrative Assistant

CC: Nanette Bilka



Perkins Chase and  
Dundy Counties  
Headquarters In Imperial

Upper Republican  
NATURAL RESOURCE DISTRICT

P.O. Box 1140  
135 W. 5th St.  
Imperial, NE 69033  
Phone 308-882-5173  
308-882-5584  
FAX Number 308-882-4521

October 16, 2007

Christine Southwick  
Department of Natural Resources  
301 Centennial Mall South, 4<sup>th</sup> Floor  
P O Box 94676  
Lincoln, NE 68509-4676

RE: Terry C. Bilka Rev Trust & Nanette Bilka Rev Trust EQIP

Christine:

Enclosed is the Deed of Conservationist Easement for Terry C Bilka Revocable Trust and Nanette Bilka Revocable Trust with the recorded information when the easement was filed. The Easement was filed in Chase County.

We have made our payment to Terry C. Bilka Revocable Trust and Nanette Bilka Revocable Trust and we understand when NDNR receives the easement information then they will be able to make their payment to them also.

If you have any questions or need any other information please contact the office.

Sincerely,

Deb Hayes, Administrative Assistant  
Upper Republican NRD

CC: Terry C. Bilka  
Nanette Bilka



Perkins Chase and  
Dundy Counties  
Headquarters In Imperial

Upper Republican  
NATURAL RESOURCE DISTRICT

P.O. Box 1140  
135 W. 5th St.  
Imperial, NE 69033  
Phone 308-882-5173  
308-882-5534  
FAX Number 308-882-4521

September 4, 2007

Christine Southwick  
Nebraska Department of Natural Resources  
301 Centennial Mall South, 4<sup>th</sup> Floor  
PO Box 94676  
Lincoln, NE 68509-4676

RE: Terry C. and Nanette Bilka Revocable Trusts EQIP contract

Ms. Southwick:

Enclosed you will find the updated Limited Title certificate and the subordination agreement for Terry & Nanette Bilka Revocable trusts.

Please replace your copies of the certificate and agreement with the current enclosed copies.

I believe this will finalize all the information needed for this EQIP contract. If you have any questions please contact the office at 308 882 5173 and we will assist you.

Sincerely,

Deb Hayes, Administrative Assistant  
Upper Republican NRD



Perkins Chase and  
Dundy Counties  
Headquarters In Imperial

Upper Republican  
NATURAL RESOURCE DISTRICT

P.O. Box 1140  
135 W. 5th St.  
Imperial, NE 69033  
Phone 308-882-5173  
308-882-5584  
FAX Number 308-882-4521

July 10, 2007

Christine Southwick  
Department of Natural Resources  
301 Centennial Mall South, 4<sup>th</sup> Floor  
P O Box 94676  
Lincoln, NE 68509-4676

RE: Terry C. Bilka Revocable Trust and Nanette Bilka Revocable Trust EQIP

Ms. Southwick:

Enclosed is the EQIP contract, Deed of Conservationist Easement and other information for the contract for Terry Bilka and Nanette Bilka Revocable Trust.

Also included is a water well registration modification form that has been filled out and signed by Terry Bilka and Nanette Bilka.

If you have any questions or need any other information please contact our office.

Sincerely,

Deb Hayes, Administrative Assistant  
Upper Republican NRD

**Bishop, Nadine - Imperial, NE**

---

**From:** Bishop, Nadine - Imperial, NE  
**Sent:** Wednesday, January 17, 2007 8:59 AM  
**To:** jasperfanning@umrd.org  
**Subject:** Bilka Plan Map  
**Attachments:** Bilka\_T757\_Plan\_Map.pdf

Jasper,

I've attached a plan map for Bilka's NRD/NDNR EQIP. The irrigation well is the blue circle, the field enrolled is the field outlined in blue. The field is located in part of the SW1/4 of the SE 1/4 Section 13 and in part of the NW 1/4 of the NE 1/4 Section 24-5-38.

**Nadine Bishop**  
**District Conservationist**  
**Imperial Field Office**

1/17/2007

NE0103441



LAW OFFICE OF  
**JOEL E. BURKE**

420 BROADWAY, P.O. BOX 1200, IMPERIAL, NE 69033 TELEPHONE 308-882-4313 • FAX 308-882-4407

MEMORANDUM

TO: JASPER FANNING  
FROM: JOEL E. BURKE  
DATE: DECEMBER 8, 2006  
RE: BILKA CONSERVATION EASEMENT

**INFORMATION CONTAINED IN THIS MEMORANDUM IS  
ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED  
ONLY FOR THE USE OF THE INDIVIDUALS NAMED ABOVE.**

I have reviewed the information which you provided me in the above-referenced matter. As you will recall, the Certificate of Title prepared by Southwest Title Co. disclosed several liens on the property which is the subject of the Deed of Conservation Easement. I have prepared the appropriate subordination agreement with respect to the most recent liens. However, there are two mortgages held by two individuals which were executed in 1975. Both of the lien holders are deceased. Copies of the mortgages are attached hereto.

Pursuant to *Neb.Rev.Stat. §76-239*, if the maturity date is stated in or ascertainable on the fact of the mortgage and 10 years have expired from the maturity date, the mortgage is conclusively presumed paid and discharged. Accordingly, any subsequent purchaser or encumbrancer for value shall have priority over the original mortgage and the record of the mortgage shall be void.

In summary, because a maturity date can be ascertained on the mortgages attached hereto and the requisite period of time has elapsed, the statute provides the situation is as though the mortgages never existed. Therefore, the mortgages to the Pribbeno's have no affect or impairment on the Deed for Conservation Easement.



**Dave Heineman**  
Governor

**STATE OF NEBRASKA**  
DEPARTMENT OF NATURAL RESOURCES  
**Ann Bleed**  
Acting Director

September 27, 2006

IN REPLY TO:  
EQIP 811  
G-044619

Terry C. & Nanette Bilka Revocable Trusts  
72915 335A Avenue  
Enders NE 69027

Dear Mr. & Mrs. Bilka:

Thank you for your application to enroll in the Middle Republican Natural Resources District Environmental Quality Incentives Program (EQIP). The Water Use Contract you submitted is in the review stage.

The Department's groundwater well registration records indicate the well identified as G-044619 is registered to irrigate 200 acres in the SW $\frac{1}{4}$  of Section 13, Township 5 North, Range 38 West but the EQIP contract indicates the SW $\frac{1}{4}$  of Section 13 and the NW $\frac{1}{4}$  of Section 24, both in Township 5 North, Range 38 West of Chase County are irrigated. The Department's database must be updated to accurately describe the location of irrigated land and to correspond with those on the contract. Please complete the enclosed Water Well Registration Modification form.

Thank you for your prompt attention to this matter. If you have any questions, please contact me at (402) 471-3949.

Sincerely,

A handwritten signature in cursive script that reads "Christine Southwick".

Christine Southwick  
Administrative Assistant  
[www.dnr.ne.gov](http://www.dnr.ne.gov)

Enclosure

cc: Chase County FSA  
Upper Republican NRD

permits & registrations/southwick/2006



**Dave Heineman**  
Governor

## STATE OF NEBRASKA

DEPARTMENT OF NATURAL RESOURCES  
**Ann Bleed**  
Acting Director

September 27, 2006

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EQIP 811  
G-044619

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72915 335A Avenue  
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Sincerely,

A handwritten signature in cursive script that reads "Christine Southwick".

Christine Southwick  
Administrative Assistant  
[www.dnr.ne.gov](http://www.dnr.ne.gov)

Enclosure

cc: Chase County FSA  
Upper Republican NRD

permits & registrations/southwick/2006

301 Centennial Mall South, 4th Floor • P.O. Box 94676 • Lincoln, Nebraska 68509-4676 • Phone (402) 471-2363 • Telefax (402) 471-2900

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Perkins Chase and  
Dundy Counties  
Headquarters In Imperial

Upper Republican  
NATURAL RESOURCE DISTRICT

P.O. Box 1140  
135 W. 5th St.  
Imperial, NE 69033  
Phone 308-882-5173  
308-882-5584  
FAX Number 308-882-4521

September 22, 2006

Terry C Bilka  
72915 335A Ave  
Enders, NE 69027

Dear Terry:

The Upper Republican Natural Resources District is currently processing your accepted application for lands enrolled in the NRCS EQIP Special Initiative. The process will require the signing of the Republican River EQIP SI contract, a title search, and the filing of an easement. The entire process will likely take from thirty to sixty days.

Please complete, review, and sign the enclosed Republican River EQIP SI contract and return it along with a check for \$100. The \$100 covers the costs of the title search and filing of the easement. Once we've received these items we will order a title search. Upon completion of the title search, the signed contract will need to be amended, if necessary, to reflect proper ownership, etc. From that point, we will begin the process of getting any necessary subordination agreements and actually filing the easement. Copies of both the easement and subordination agreement are enclosed. Once the easement has been filed, you will then receive the portion of your payment due from both the Nebraska Department of Natural Resources and the Upper Republican Natural Resources District.

If you have any questions regarding the process, please call. Also, if you would like to defer your payments until after the end of the year, let us know.

Sincerely,

Jasper Fanning  
General Manager

Cc: Nebraska Department of Natural Resources

Encl: Republican River EQIP SI contract  
Copy of conservation easement  
Copy of subordination agreement

July 2006  
DNR Form 667

**Submit to:**  
Department of Natural Resources  
301 Centennial Mall South  
P.O. Box 94676  
Lincoln, Nebraska 68509-4676  
Phone (402) 471 2363

STATE OF NEBRASKA  
DEPARTMENT OF NATURAL RESOURCES  
WATER WELL REGISTRATION MODIFICATION  
OWNER USE ONLY

**FOR DEPARTMENT USE ONLY**

Date Filed \_\_\_\_\_ Owner Code No. \_\_\_\_\_ Registration No. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ NRD

**ALL ITEMS IN SECTION 1 AND SIGNATURE IN SECTION 3 ARE REQUIRED**

**SECTION 1:**

A. Well Owner's First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
OR Company Name Terry and Nanette Bilka Revocable Trusts  
Attention Name \_\_\_\_\_  
Address 72915 335A  
City Enders State NE Zip 69027 Telephone (308) 882-4009

B. Well Registration No. G-044619

C. For All Wells: Location of water use (give complete legal description) S1/2 section 13 and NE1/4 section 24

For Irrigation Wells: Number of acres irrigated: 173.2 acres

If the location of use is different than what is currently registered, and/or the number of acres irrigated is more than what is currently registered, and you are located in an area that has stays or a moratorium on newly irrigated acres, you **MUST** obtain the written approval of the Natural Resources District **PRIOR TO FILING THIS FORM**. This approval can be the submission of a Natural Resources District Approval form by the NRD.

Upper Republican \_\_\_\_\_ 7/5/07  
(Natural Resources District) (Signature of NRD Staff) (Date)

D. State Reason for Change: Updating record to reflect actual certified acres.

**CORRECTIONS NEEDED**

Complete only those items being modified

**SECTION 2:**

A. If location of well needs corrected, items 1 and 2 are required. Item 3 required when applicable.

1. Well location: \_\_\_\_\_ 1/4 of the \_\_\_\_\_ 1/4 of Section \_\_\_\_\_, Township \_\_\_\_\_ North, Range \_\_\_\_\_ E  W , \_\_\_\_\_ County.
  2. The well is \_\_\_\_\_ feet from the (N  or S ) section line and \_\_\_\_\_ feet from the (E  W ) section line.
- OR Latitude Degree: \_\_\_\_\_ Minute: \_\_\_\_\_ Second: \_\_\_\_\_  
Longitude Degree: \_\_\_\_\_ Minute: \_\_\_\_\_ Second: \_\_\_\_\_
3. Street address or block, lot and subdivisions: \_\_\_\_\_

B. Change to use, complete items 1, 2 3. Identify use from this Listing: Dewatering ( 90 days), Domestic, Ground Heat Exchanger, Ground Water Source H. . Pump, Industrial, Injection, Irrigation, Livestock, Monitoring, Observation, Public Water Supply (with spacing (46-638), Public Water Supply (without spacing), Recovery, Other(if well use falls in this category – add specific use).

- 1. Well was used for: \_\_\_\_\_
- 2. New well use is: \_\_\_\_\_
- 3. Date of Change: \_\_\_\_\_

C. Well Construction Information.

- 1. Total well depth: \_\_\_\_\_ feet.
- 2. Static water level: \_\_\_\_\_ feet.
- 3. Pumping water level: \_\_\_\_\_ feet
- 4. Well Construction began: (m)\_\_\_\_/(d)\_\_\_\_/(y)\_\_\_\_\_
- 5. Well Construction completed: (m)\_\_\_\_/(d)\_\_\_\_/(y)\_\_\_\_\_
- 6. Bore hole diameter in inches: Top\_\_\_\_ Bottom \_\_\_\_
- 7. Casing and Screen Joints are: Welded , Glued , Threaded , Other \_\_\_\_\_

D. Wells in a Series.

- 1. Is this well a part of a series?  Yes.
- 2. If one or more of the wells in the series is currently registered, give all well registration numbers: \_\_\_\_\_

E. Replacement and decommissioned/modified well information.

Department of Natural Resources Decommission/Modification Certification form or Notice of Decommissioning form is Required for replacement wells

- 1. Is this well a replacement well?  Yes  No
- 2. Registration number of original well: \_\_\_\_\_ If original well is not registered, date well construction completed (m)\_\_\_\_/(d)\_\_\_\_/(y)\_\_\_\_\_
- 3. Original well last operated (m)\_\_\_\_/(d)\_\_\_\_/(y)\_\_\_\_\_
- 4. Completion of original well decommission/modification on (m)\_\_\_\_/(d)\_\_\_\_/(y)\_\_\_\_\_
- 5. Complete location of water use of original well: \_\_\_\_\_

F. Pump information.

- 1. Pumping rate: \_\_\_\_\_ gallons per minute. Measured  or Estimated
- 2. Drop Pipe diameter: \_\_\_\_\_ Inches.
- 3. Length of drop pipe: \_\_\_\_\_ feet.
- 4. Pumping equipment installed: (m)\_\_\_\_/(d)\_\_\_\_/(y)\_\_\_\_\_
- 5. Brand/Type: \_\_\_\_\_
- 6. Static Water Level: \_\_\_\_\_ feet.
- 7. Pumping water level: \_\_\_\_\_ feet.
- 8. Amount of time pumped: \_\_\_\_\_

G. Active to Inactive

On \_\_\_\_\_, 20\_\_\_\_, I altered the status of this water well from active to inactive by removing the \_\_\_\_\_ inch pump and pumping column and properly capping the water well according to state standards. (§46-1207.02)

H. Well Construction Modification.

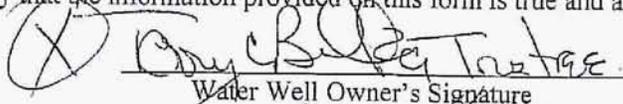
- 1. Total well depth: \_\_\_\_\_ feet.
- 2. Static water level: \_\_\_\_\_ feet.
- 3. Pumping water level: \_\_\_\_\_ feet
- 4. Well Modification began: (m)\_\_\_\_/(d)\_\_\_\_/(y)\_\_\_\_\_
- 5. Well Modification completed: (m)\_\_\_\_/(d)\_\_\_\_/(y)\_\_\_\_\_
- 6. Casing diameter in inches: Top\_\_\_\_ Bottom \_\_\_\_
- 7. Casing and Screen Joints are: Welded , Glued , Threaded , Other \_\_\_\_\_

I. I certify that the well has been modified according to information given in section 2 E, F, & H, such that it will pump 50 gallons per minute or less. Pumping Rate: \_\_\_\_\_

Change to use (Check one of the following):  Livestock  Monitoring  Observation  
 nonconsumptive or de minimus use approved by the applicable natural resources district. State use: \_\_\_\_\_

SECTION 3:

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

  
Water Well Owner's Signature

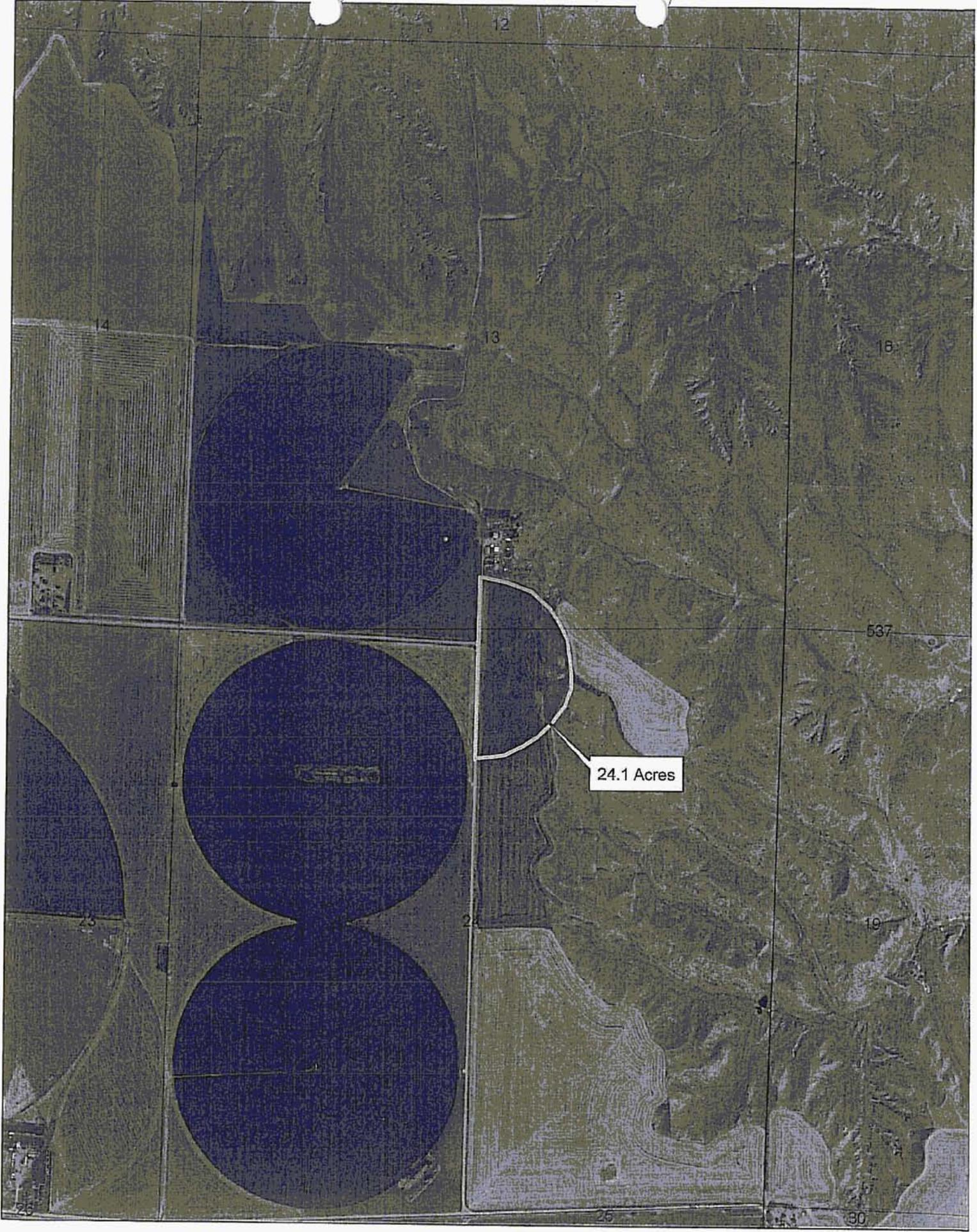
7-6-07  
Date

The Department reserves the right to request verification of information provided.

# BILKA EQIP



# BILKA EQIP



### CONSERVATION PLAN MAP

Customer(s): TERRY C BILKA  
District: UPPER REPUBLICAN NATURAL RESOURCES DISTRICT

Field Office: IMPERIAL SERVICE CENTER  
Agency: USDA-NRCS  
Assisted By: Gary I Lee

Legal Description: Part of Tract 757: SE4 Section 13, & E2 Section 24 T-5-N R-38-W; S2SW4 18, W2 Section 19 T-5-N R-37-W



**Legend**

- Irrigation Well
  - Sections
- T757



Image: ortho\_1-1\_1n\_s\_ne029\_2003\_1.sid



52-A—REAL ESTATE MORTGAGE—(With Tax Clause) Rev. 78

Huffman and Felton & Wolf, Walton, Ne. 68461

NUA  
COMV-2ED

KNOW ALL MEN BY THESE PRESENTS: That  
Terry C. Bilka and Nanette Bilka, Husband and Wife,  
of Chase County, and State of Nebraska, in consideration of the sum of  
\*\*ONE HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED AND NO/100\*\* (132,500.00) DOLLARS  
in hand paid, do hereby SELL and CONVEY unto  
Chase County Bank & Trust Company, Imperial, Nebraska  
of Chase County, State of Nebraska the following described premises situated  
in Chase County, and State of Nebraska, to-wit:

NE $\frac{1}{4}$ , SW $\frac{1}{4}$ , And all that part of the E $\frac{1}{2}$ NW $\frac{1}{4}$  lying east of the center of the old established  
public highway containing 16 acres more or less, All in Section Thirteen (13), Township  
Five (5) North, Range Thirty Eight (38), West of The 6th P.M. Chase County Nebraska.  
Also S $\frac{1}{2}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ , NW $\frac{1}{2}$ NW $\frac{1}{2}$ SE $\frac{1}{4}$ , NE $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{4}$ , and all that part of the E $\frac{1}{2}$ SW $\frac{1}{4}$  lying east of  
the center line of the old established public highway, All in Section Twelve (12),  
The NW $\frac{1}{2}$  of Section Twenty Four (24), All in Township Five (5) North, Range Thirty-  
Eight (38), West Of the 6th P. M. Chase County Nebraska, And S $\frac{1}{2}$ SW $\frac{1}{4}$  of Section Seven (7),  
The NW $\frac{1}{4}$  and N $\frac{1}{2}$ SW $\frac{1}{4}$  of Section Eighteen (18), All in Township Five (5) North, Range  
Thirty Seven (37), West of The 6th P. M. Chase County Nebraska.

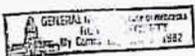
The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead and dower.  
TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereto belonging, unto the said  
mortgagee(s) and to his, her or their heirs and assigns forever, provided always, and these presents are upon the express  
condition that if the said mortgagee(s), his, her or their heirs, executors, administrators or assigns shall pay or cause to be  
paid to the said mortgagee(s), his, her or their heirs, executors, administrators or assigns, ~~the principal sum of~~  
All principal sums owed mortgagee up to \$145,000.00 in accordance with  
mortgagors' promissory notes together with interest according to the tenor and effect of  
the mortgagors' written promissory notes in the amount of \$132,500.00, and all other  
promissory notes of the mortgagors' executed after this date which refer to this Real  
Estate Mortgage, it being the intention to secured future advances made to mortgagee to  
mortgagors' up to a total amount of \$145,000.00,

and shall pay all taxes and assessments levied upon said real estate, and all other taxes, levies and assessments levied upon this  
mortgage or the note which this mortgage is given to secure, before the same becomes delinquent, and keep the buildings on  
said premises insured for the sum of \$ N/A loss, if any, payable to the said mortgagee, then these presents  
to be void, otherwise to be and remain in full force.

IT IS FURTHER AGREED (1) That if the said mortgagor shall fail to pay such taxes or procure such insurance, the  
said mortgagee may pay such taxes and procure such insurance; and the sum so advanced, with interest at 13.5 per  
cent, shall be repaid by said mortgagor, and this mortgage shall stand as security for the same. (2) That a failure to pay any  
of said money, either principal or interest, when the same becomes due, or a failure to comply with any of the foregoing  
agreements, shall cause the whole sum of money herein secured to become due and collectible at once at the option of the  
mortgagee.

Signed this 15th day of January 1980  
In presence of Wm. J. Bartels  
Nanette Bilka

STATE OF Nebraska, County of Chase  
The foregoing instrument was acknowledged before me January 15, 1980  
by



Signature of Person Taking Acknowledgment  
Jay D. Bartels  
Title Notary Public

STATE OF Nebraska, County of Chase, Entered on numerical index and filed for record  
in the Register of Deeds Office of said County the  
17 day of January 1980 at 3 o'clock and 28 minutes P. M.  
and recorded in Book 41 of MGA at page 467  
By Wilma Bartels Reg. of Deeds  
Debra K. Clark Deputy

2127

This mortgage made and entered into this 11th day of April, 1986

by and between Ladd C. Bilka aka. Ladislav C. Bilka and Charlotte J. Bilka, husband and wife

(hereinafter referred to as mortgagor) and ADAMS BANK & TRUST (hereinafter referred to as mortgagee), who maintains an office and place of business in IMPERIAL, NE 69033

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, its successors and assigns, all of the following described property situated and being in the County of CHASE, State of Nebraska.

Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty five (25) and the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty four (24), Township Five (5) North, Range 38 West, Alllocated in Chase County, Nebraska.

together with all the tenements and appurtenances thereto belonging, all the rents, issues and profits thereof, and all easements, rights, royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and including all heating, plumbing, refrigeration, lighting, equipment and all fixtures of every description belonging to the mortgagor now or hereafter attached thereto or used in connection with the premises herein described and in addition thereto the following described properties which are and shall be deemed to be fixtures and a part of the realty, and are a portion of the security for the indebtedness herein stated. (If none, state "none")

To have and to hold the same unto the Mortgagee, as herein provided:

The mortgagor is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that Mortgagor covenants to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated April 11, 1986 in the principal sum of \$ 175,000. & 580,000, signed by LADD AND CHARLOTTE BILKA

in behalf of themselves. The initial principal amount is due on April 15, 1987. This mortgage secures all amounts heretofore loaned to mortgagor, all amounts being loaned to mortgagor at the time of the execution of this mortgage, all principal amounts up to the above stated principal which may be hereafter loaned to the mortgagor, and all interests or other amounts becoming due by reason of the note and mortgage. This mortgage specifically secures all of that indebtedness from the time that the indebtedness is incurred until it is repaid in full, including indebtedness for which the time of payment is extended by mortgagee, by renewal notes, or otherwise.

In the event the title to said real estate is transferred, or contracted to be transferred, from the undersigned for any reason or by any method whatsoever, the entire principal sum and accrued interest shall at once become due and payable at the election of the holder hereof. Failure to exercise this option because of transfer of title as above stated in one instance shall not constitute a waiver of the right to exercise the same in the event of any subsequent transfer.

1. The mortgagor covenants and agrees as follows:

- a. To promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
- b. To pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.
- c. To pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, mortgagor shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

This mortgage made and entered into this 17th day of JULY, 1987  
by and between LADD C. BILKA aka Ladislav C. Bilka and CHARLOTTE J. BILKA, Husband & Wife...

(hereinafter referred to as mortgagor) and ADAMS BANK & TRUST (hereinafter referred to as mortgagee),  
who maintains an office and place of business in 545 Broadway  
Imperial, NE 69033

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, its successors and assigns, all of the following described property

situated and being in the County of CHASE, State of Nebraska.

S $\frac{1}{2}$ SW $\frac{1}{4}$  18, W $\frac{1}{2}$  19, W $\frac{1}{2}$ NW $\frac{1}{4}$  & the North 18 acres of E $\frac{1}{2}$ NW $\frac{1}{4}$  30, All in T5N - R37W of 6th PM  
SE $\frac{1}{4}$  13, E $\frac{1}{2}$  24, NE $\frac{1}{4}$  25, All in T5N - R38W of 6th PM

STATE OF NEBRASKA } ss.  
County of Chase  
Filed in the office of the County Clerk  
the 17th day of July  
1987 at 3:48 o'clock  
P.M.  
487-489

Containing 1.138 acres, more or less.

together with all the tenements and appurtenances thereto belonging, all the rents, issues and profits thereof, and all easements, rights, royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and including all heating, plumbing, refrigeration, lighting, equipment and all fixtures of every description belonging to the mortgagor now or hereafter attached thereto or used in connection with the premises herein described and in addition thereto the following described properties which are and shall be deemed to be fixtures and a part of the realty, and are a portion of the security for the indebtedness herein stated. (If none, state "none")

To have and to hold the same unto the Mortgagee, as herein provided:

The mortgagor is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that Mortgagee covenants to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

\*\*TWO NOTES\*\*

This instrument is given to secure the payment of a promissory note dated JULY 17, 1987 In the principal sum of \$105,000.00 (\$280,000.00) signed by Ladd C. Bilka and Charlotte J. Bilka, Husband & Wife

In behalf of Themselves The initial principal amount is due on January 15, 1988  
This mortgage secures all amounts heretofore loaned to mortgagor, all amounts being loaned to mortgagor at the time of the execution of this mortgage, all principal amounts up to the above stated principal which may be hereafter loaned to the mortgagor, and all interests or other amounts becoming due by reason of the note and mortgage. This mortgage specifically secures all of that indebtedness from the time that the indebtedness is incurred until it is repaid in full, including indebtedness for which the time of payment is extended by mortgagee, by renewal notes, or otherwise.

In the event the title to said real estate is transferred, or contracted to be transferred, from the undersigned for any reason or by any method whatsoever, the entire principal sum and accrued interest shall at once become due and payable at the election of the holder hereof. Failure to exercise this option because of transfer of title as above stated in one instance shall not constitute a waiver of the right to exercise the same in the event of any subsequent transfer.

1. The mortgagor covenants and agrees as follows:

- a. To promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
- b. To pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.
- c. To pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, mortgagor shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

4/87

County of Chase  
Filed in the office of the County Clerk  
the 23 day of Oct  
2002 at 2:20 o'clock  
M. and recorded in book 24  
page 1573  
Don R. Banks  
County Clerk

ACKNOWLEDGEMENT OF DEED OF TRUST CORRECTION

It is hereby acknowledged that Deed of Trust Dated February 27, 1998, filed March 9, 1998, Book 65, Pages 264-269, Chase County, Nebraska, executed by Terry C. Bilka and Nanette Bilka, Husband and Wife, RR 1, Box 31, Enders, NE 69027 with Adams Bank & Trust, 545 Broadway, Imperial, NE 69033 contains a typographical error that is to be corrected:

The correct legal description is as follows: 'NE ¼, SW ¼, and all that part of E1/2NW1/4 lying east of the center of the established public highway containing 16 acres, more or less, all in Section Thirteen (13), Township Five (5) North, Range Thirty Eight (38) West of the 6<sup>th</sup> P.M., Chase County, Nebraska. Also, 'S1/2SE1/4, S1/2N1/2SE1/4, NW1/4NW1/4SE1/4, NE1/4NE1/4SE1/4, and all that part of E1/2SW1/4 lying east of the center line of the old established public highway, all in Section Twelve (12), the 'N1/2NW1/4 of Section Twenty Four (24), all in Township Five (5) North, Range Thirty Eight (38), West of the 6<sup>th</sup> P.M., Chase County, Nebraska, and 'S1/2SW1/4 of Section Seven (7); the NW1/4 and N1/2SW1/4 of Section Eighteen (18), all in Township Five (5) North, Range Thirty Seven (37), West of the 6<sup>th</sup> P.M., Chase County, Nebraska.

All other terms and conditions of the Deed of Trust are hereby reaffirmed by respective parties and remain unchanged. This constitutes the entire agreement reached and there are no other oral or implied changes or modifications.

Date: March 22, 2002

Trustor: Terry C. Bilka  
Terry C. Bilka

Adams Bank & Trust

Trustor: Nanette Bilka  
Nanette Bilka

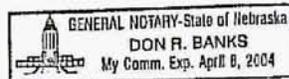
By: Don R. Banks, Sr. Pres.

Slate of Nebraska  
County of Chase

The foregoing instrument was acknowledged before me, this 22nd day of March, 2002, by Terry C. Bilka and Nanette Bilka.

My Commission Expires April 8, 2004

Notary Public: Don R. Banks



Commissioner Meeting  
January 23, 2007

The meeting of the Chase County Commissioners was called to order at 8:00 a.m. Present were commissioners Don Weiss, Jr. and Joe Johnston. Jodi Thompson is absent. Also present were Greg Eskew, Road Superintendent and Deann Doetker. Notice of meeting was published in both newspapers. Acknowledgment of Notice was signed by commissioners present.

Greg Eskew, Highway Supt., discussed the offers on asphalt pellets when the State works on Highway 6 this coming spring. Western's offer is \$6.00 Ton. Simon's offer is at no cost, but we have to haul. Don indicated that the county would take ½ from whoever received the bid.

At 8:15 a.m. Diane Way, Frenchman Valley Coop, joined the meeting to present fuel contracting options. After review of 2006 purchases, Joe Johnston moved to lock in 50% fuel at fixed rate February thru November at quarterly prices quoted by Diane. Don Weiss, Jr. second. Joe-yes; Don-yes; Jodi-absent. Motion carried. Diane will draw up contract for Chairman Weiss's signature. Diane left the meeting at 8:30 a.m.

Greg presented the One and Six Year Road Plan. Notice of public hearing was published January 11 and 18. Joe Johnston moved to sign Resolution 07-04 adopting the One and Six Year Road Plan as presented. Don Weiss, Jr. second. Joe-yes; Don-yes; Jodi-absent; motion carried. Complete copy of resolution on file in the clerk's office.

County Clerk Clark presented Review of 2006 Fair Premium Account as prepared by Amy Gittlein, who was unable to attend. Expenditures for 2006 were \$9,564.91. Proposed budget for 2007 was \$10,500. Joe Johnston moved to accept the projected premium account budget of \$10,500, which is the same as 2006 budget. Don Weiss, Jr. second. Joe-yes; Don-yes; Jodi-absent; motion carried.

Sheriff's quarterly report presented for review.

Deann Doetker presented Resolution 07-05 to write-off uncollected ambulance accounts in the amount of \$2,703.45. Joe Johnston moved to approve Resolution 07-05 to write-off ambulance debt. Don Weiss, Jr. second. Joe-yes; Don-yes; Jodi-absent; motion carried. Complete copy of resolution on file in the clerk's office.

Don Weiss, Jr. moved to hire Billie Schroetberger as office administrator for the road department. Joe Johnston second. Don-yes; Joe-yes; Jodi-absent; motion carried.

Deann Doetker notified the commissioners of insurance claims that had been submitted. Claims included windshields in a pickup and Sheriff's white car, as well as a computer ruined due to the power outage. Deductible on the computer is to be paid the same as it was when the County Attorney's was destroyed.

Sheriff Sutherland joined the meeting at 9:30 a.m. to discuss the claim for communications center furniture. Commissioners had indicated at the last meeting that this be billed to the communications center. Tim reminded the commissioners that he had met with them concerning the furniture, prior to it being ordered. Tim indicated that they had okayed it's purchase at that time and had indicated that they would have Deann

check into using E-911 funds. Tim reviewed the legal uses of E-911 funds and discussion followed.

Deb Hayes joined the meeting at 9:50 a.m.

The commissioners directed the county clerk to pay \$1234.46 of claim #35026 from General-Miscellaneous-Office Equipment 0100-970-00-5-0500.

Deb Hayes presented Deed of Conservation Easement on behalf of the NRD. Public hearing and report from the planning and zoning commission were in favor of granting the easement. Joe Johnston moved to grant the Deed of Conservation Easement on SE1/4 13-5-38 and NE1/4 24-5-38. Don Weiss, Jr. second. Joe-yes; Don-yes; Jodi-absent; motion carried. Deb Hayes left the meeting at 10:10 a.m.

Dan Kunnemann, David Schilke and Leslie Carlholm joined the meeting. Dave indicated that they need permission to apply for an advertising grant from the Tourism board. Joe Johnston moved to approve 2007-2008 Marketing Grant Application. Don Weiss Jr. second. Joe-yes; Don-yes; Jodi-absent; motion carried.

Dan reported that they had a good Fairboard convention. Dan and Dave left the meeting at 10:25 a.m.

Joe Johnston moved to reappoint Trish Dorn to the Fairboard for Commissioner District #1. Don Weiss, Jr. second. Joe-yes; Don-yes; Jodi-absent; motion carried.

Leslie Carlholm presented request for approval for BECA (Building Entrepreneurial Communities) Grant. Joe Johnston moved to approve the Chase Perkins County HTC Steering Committee to apply for BECA Grant. Don Weiss Jr. second. Joe-yes; Don-yes; Jodi-absent; motion carried. Leslie left the meeting at 10:35 a.m.

At 10:45 a.m. Paul Kunnemann joined the meeting. Paul presented a Statement of Intent for the commissioner's signature. The Statement indicates that the County intends to enter into and participate in a multi county Local Emergency Planning Committee called Southwest Nebraska LEPC. The group would include the following counties of Nebraska: Chase, Dundy, Frontier, Furnas, Hayes, Perkins and Red Willow. Each county will pay one hundred dollars to start up a fund for the SW NE LEPC expenses. Joe Johnston moved to sign the Statement of Intent to participate in the multi county LEPC. Don Weiss, Jr. second. Joe-yes; Don-yes; Jodi-absent; motion carried.

Paul indicated that he was meeting with FEMA at 11:30 a.m. concerning possible reimbursement of funds for snow removal overtime.

Claims were presented. Joe Johnston moved to approve claims. Don Weiss Jr. second. Joe-yes; Don-yes; Jodi-absent; motion carried.

With no further business to come before the board, Joe Johnston moved to dismiss. Don Weiss Jr. second. Joe-yes; Don-yes; Jodi-absent; motion carried. Meeting dismissed at 11:15 a.m. The next regular meeting of the board will be February 13, 2007.

Debra K. Clark – Chase County Clerk