

# SCHROEDER RANCH AUCTION

June 5, 2025

LIVE  
Auction

DUE DILIGENCE PACKET



**RECK AGRI**  
REALTY & AUCTION

reckagri.com | 970.522.7770



# **DUE DILIGENCE PACKET**

**Printed: May 16, 2025**

## ***SCHROEDER RANCH AUCTION***

*Cherry County, Nebraska*

TO BE SOLD AT  
MULTI PARCEL AUCTION  
with NO RESERVE

**THURSDAY, JUNE 5, 2025**

10:30 am, CT  
Cherry County Fairgrounds 4-H Building  
Valentine, NE

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



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

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# Terms & Conditions

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

**AUCTION PROCEDURE:** The "SCHROEDER RANCH AUCTION" is a land auction with NO RESERVE. Competitive bids will determine outcome of auction and Seller to enter into a contract to purchase with the highest bidder(s). Property to be offered in 2 Parcels and as a Single Unit. The parcels and single unit will be offered in the sale order as stated within the brochure. The parcels and single unit will compete to determine the highest aggregate bid(s). Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

**TERMS:** Upon the conclusion of the auction, the highest bidder(s) will sign an Agency Disclosure Information for Buyers and will enter into and sign a Farm, Ranch, and Land Purchase Agreement for the amount of the bid. Required earnest money deposit is 15% of the total purchase price which is due upon the signing of the contract(s) and to be deposited with Reck Agri Realty & Auction. Earnest money deposit will be transferred to Sandhills Title Company prior to closing and applied toward the total purchase price. Purchase contract will not be contingent upon financing. Terms and conditions in the Due Diligence Packet and announcements shall be incorporated and made a part of the Farm, Ranch, and Land Purchase Agreement. Sample Farm, Ranch, and Land Purchase Agreement is available within the Due Diligence Packet.

**CLOSING:** Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before July 10, 2025. Closing to be conducted by Sandhills Title Company and the closing service fee to be split 50-50 between Seller and Buyer(s).

**TITLE:** Seller to pass title by Trustee's and Personal Representative's Deeds free and clear of all liens, encumbrances, and subject to all easements and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s), except Buyer(s) to pay for cost of loan title insurance policy, if applicable. TBD title commitments are available for review within the Due Diligence Packet and TBD title commitments and exceptions will be incorporated and made a part of the Farm, Ranch, & Land Purchase Agreement. The Buyer(s) to receive an updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction but before closing. After closing, Buyer(s) to receive a final owner's title insurance policy in an amount equal to the Purchase Price.

**POSSESSION:** Upon signing of contract and the earnest money clearing, Buyer(s) may enter onto the property and complete the necessary work to prepare the property for grazing. Any repairs and/or improvements to the property do not constitute a lease. If Buyer(s) defaults and doesn't close, all improvements and expenses, and earnest money is forfeited to Seller and Seller will be entitled to immediate possession of the property. If closing does not occur due to the default of Seller, Seller to reimburse Buyer(s) for improvements and expenses.

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

**WATER RIGHTS:** Seller to convey to Buyer(s) any water rights appurtenant to the property.

**REAL ESTATE TAXES:** 2025 Real Estate Taxes due in 2026 to be paid by Buyer(s).

**LEGAL DESCRIPTION:** Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. Fences may not necessarily represent the property lines. There are area with land use trades, fences are installed for convenience.

**MINERALS:** Seller to convey all OWNED mineral rights to Buyer(s).

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

**ACREAGES:** All stated acreages in the Color Brochure, Due Diligence Packet, and visual presentation at the auction are approximate and are obtained from the county tax records. There is no warranty expressed or implied as to exact acreages of property. All bids are for the total parcel without regard to exact acreage. There will be no adjustment in purchase price if acreage is different than what is stated in this brochure and/or stated at the auction.

**MULTIPLE PARTY BID:** If several parties go together and collectively bid on parcel(s) and the Multiple Party Bid is the highest bid, at the conclusion of the auction each party within the Multiple Party Bid shall identify and agree to sign separate contract(s), pay for their respective separate parcel(s) at closing, and pay for a metes & bounds survey and additional title insurance premium to create the legal description for their respective separate parcel. The collective purchase prices for the separate parcels shall equal the total Multiple Party Bid.

**BIDDER REQUIREMENTS:** To register to bid, Buyer(s), prior to the auction, must review and accept the Due Diligence Packet with the full auction terms and conditions, property descriptions, pertinent information, title commitments, and sample contracts. Due Diligence Packet may be obtained by visiting auction property page at [reckagri.com](http://reckagri.com), or by calling Reck Agri Realty & Auction. Bidding via cell phone, internet, and/or bidding on someone's behalf, must be approved by Reck Agri Realty & Auction 24 hours prior to auction.

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

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# Auction Bracket & Sale Order

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**SCHROEDER RANCH AUCTION**

**PARCEL #1A**

**PARCEL #1B**

**SINGLE UNIT**



## **SALE ORDER**

**PARCEL #1A**

**PARCEL #1B**

**SINGLE UNIT**

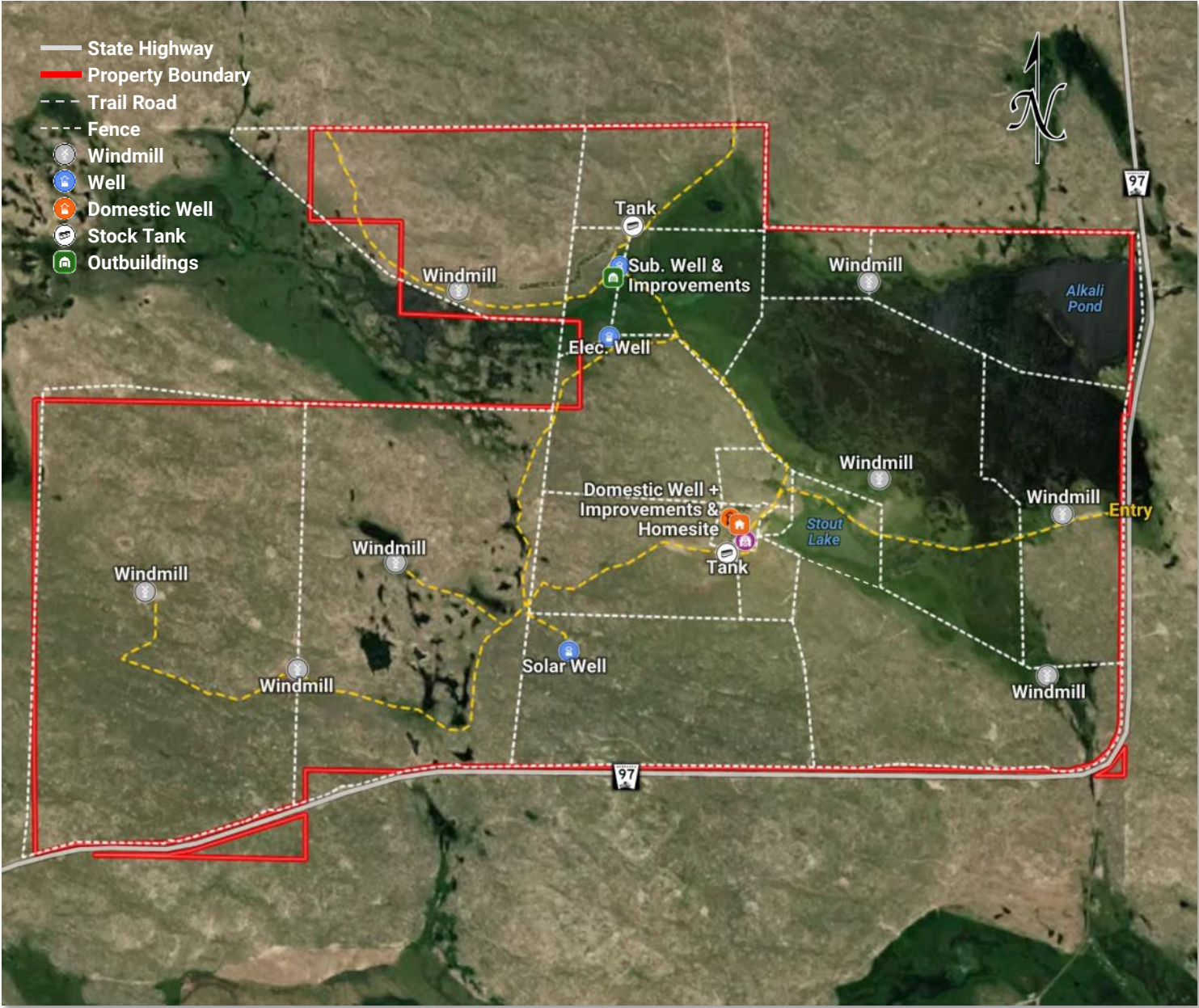
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# Location Map







# Parcel Information

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**Parcel  
#1A**

## Legal Description:

See Pages 33-41 for legal description, title commitment, and title exceptions.

## Acreage:

2,054.2± Ac Pasture  
215.7± Ac Hay meadow  
400.5± Ac Wetlands  
76.8± Ac Water  
5.0± Ac Improvements

---

**2,752.2± TOTAL**

An additional 47.7 acres is shown on the county assessor property card at \$0 value.

## Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$7,741.84.

## Water & Equipment:

8 windmills, 1 solar well, 1 electric well and 2 submersible wells with tanks and waterers.

## Improvements:

5 bedroom, 2 3/4 bath home with domestic well. See Pages 27-31 for copy of Seller's Property Disclosure and Lead-Based Paint Disclosure. 54' x 225' Livestock building

Barn and livestock working facilities. Quonset and shed outbuildings with well.

See Pages 12-16 for County Assessor's property card for description of improvements.

## Comments:

Primarily 4 wire with areas of 3 & 5 wire perimeter and cross fencing. See Page 19 for copy of the aerial map with the acreage of each pasture. This measurement is not guaranteed. Also, the measurements are within the fenced area and may include land trade acreages fenced for convenience with adjoining landowners.

See Page 18 for copy of 2024 aerial photo showing 215.7± acres hayed. There is no guarantee of the acres hayed.

See Page 17 for copy of 2014 aerial photo showing 465.18± hayed. There is no guarantee of acres hayed.

There is no guarantee of the number of acres to be hayed each year.







# Parcel Information

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**Parcel  
#1B**

## **Legal Description:**

See Pages 33-41 for legal description, title commitment, and title exceptions.

## **Acreage:**

324.2± Ac Pasture  
135.7± Ac Hay meadow  
5.7± Ac Wetlands  
14.4± Ac Water

---

**480.0± TOTAL**

## **Taxes & Assessments:**

2024 real estate taxes payable in 2025 are: \$1,342.30.

## **Water & Equipment:**

2 windmills and 1 solar well

## **Comments:**

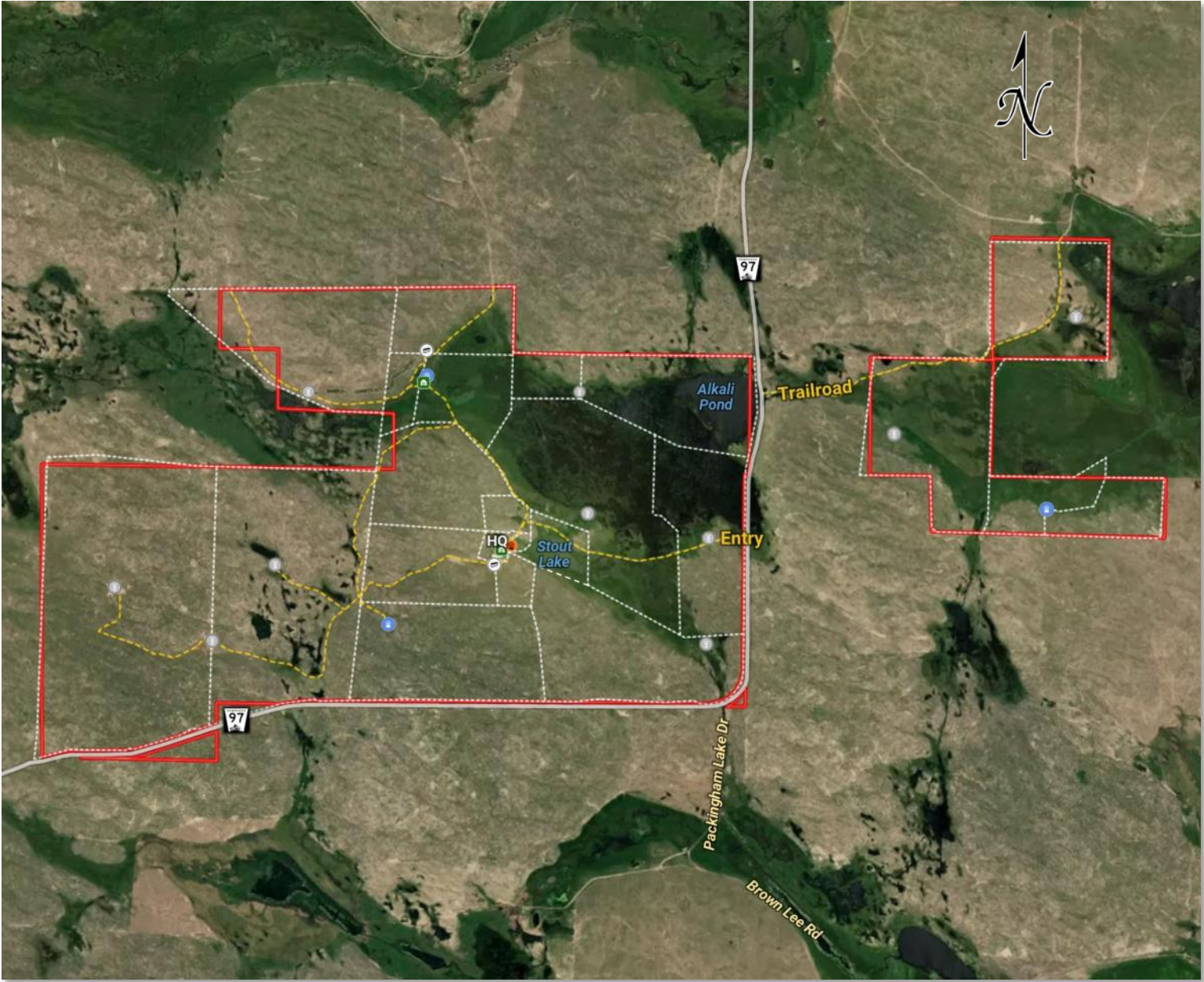
Primarily 4 wire with areas of 3 & 5 wire perimeter and cross fencing. See Page 19 for copy of the aerial map with the acreage of each pasture. This measurement is not guaranteed. Also, the measurements are within the fenced area and may include land trade acreages fenced for convenience with adjoining landowners.

See Page 18 for copy of 2024 aerial photo showing 135.7± acres hayed. There is no guarantee of the acres hayed.

The is no guarantee of the number of acres to be hayed each year.







# Unit Information

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A yellow circular badge with a thin black border containing the text "Single Unit" in bold black font.

**Single  
Unit**

## **Legal Description:**

See Pages 33-41 for legal description, title commitment, and title exceptions.

## **Acreage:**

2,378.4± Ac Pasture  
351.4± Ac Hay meadow  
406.2± Ac Wetlands  
91.2± Ac Water  
5.0± Ac Improvements

---

**3232.2± TOTAL**

An additional 47.7 acres is shown on the County Assessor's property card at \$0 value.

## **Taxes & Assessments:**

2024 real estate taxes payable in 2025 are: \$9,084.14.

## **Water & Equipment:**

See Parcels #1A & #1B.

## **Comments:**

See Parcels #1A & #1B.



# Parcel #1A

## Assessor's Cards on Improvements

Cherry County, NE

### Summary

Parcel Number 160037689  
Property Address  
Legal ALL 629.5 ACRES (10.5 RD) 23-29-31  
Acres 640  
Sec/Twp/Rng 23/29/31  
Tax District 80  
Neighborhood 1000 - AGRICULTURE



### Owners

SCHROEDER ET AL/DONNA E  
CO TRUSTEES  
PO BOX 699  
VALENTINE, NE 69201

### Dwelling/Building

Actual Year Built 1980  
Bedrooms 0  
Building Sq ft 1,800  
Condition Average  
Ground Floor Sq ft 1,800  
Quality Average  
Total Baths 0  
Bath Fixtures 11  
Exterior Walls 100% Frame, Siding, Wood  
Roof Cover Galvanized Metal  
HVAC 100% Forced Air Furnace  
Foundation  
Basement Finished Sq Ft 1700  
ImprovementDescription  
Class

### Other Improvements

Description	Extended Description	Year	Dimensions	Units
SHOP	EQUIP(SHOP)BLDG	1950	28 x 48 x 9	1,344
EQSH	EQUIPMENT SHED	1956	28 x 32 x 8	896
BARN	FRAME BARN	1965	60 x 28 x 14	1,680
LNT0	LEAN-TO	1965	60 x 12 x 8	720
LNT0	LEAN-TO	1965	60 x 12 x 8	720
ARNA	HORSE ARENA	1974	54 x 225 x 13	12,150
FUSS	UTIL STORAGE SHE	1920	12 x 8 x 4	96
	Attached Garage(SF)	1980	24 x 16	384

### Land

Frontage	Depth1	Depth2	Square Feet	Description
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		



Valuation

Assessed Year	2024	2023	2022	2021	2020
Dwelling/Building	\$102,054.00	\$102,054.00	\$102,054.00	\$102,054.00	\$102,054.00
Other Improvement	\$42,266.00	\$42,266.00	\$42,266.00	\$42,266.00	\$42,266.00
Land	\$398,980.00	\$306,200.00	\$287,245.00	\$277,908.00	\$277,908.00
Total	\$543,300.00	\$450,520.00	\$431,565.00	\$422,228.00	\$422,228.00

Tax History

Tax Year	2024	2023	2022	2021	2020
Value	\$505,810.00	\$450,520.00	\$431,565.00	\$422,228.00	\$422,228.00
Tax	\$3,819.86	\$4,111.12	\$4,292.00	\$4,283.86	\$4,376.38
Exemption	\$687.42	\$567.20	\$518.92	\$511.56	\$486.18
Net Tax	\$2,417.88	\$3,543.92	\$3,773.08	\$3,772.30	\$3,890.20

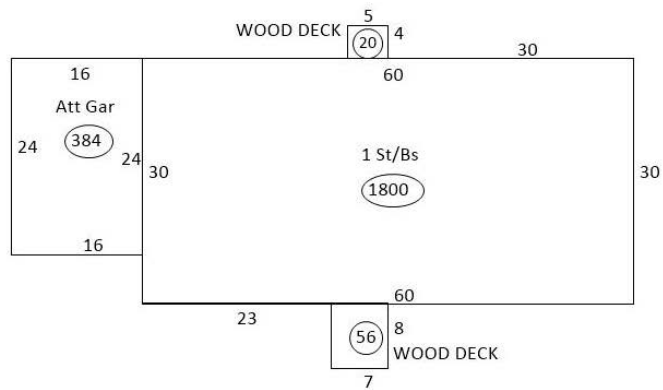
Treasurer Link

Treasurer's Online

Property Record Card

160037689 (PDF)

Sketches



## Photos



The Cherry County Assessor's Office makes every effort to produce the most accurate property valuation and tax information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All data is subject to change.  
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Contact Us

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**SCHNEIDER**  
 GEOSPATIAL

# Cherry County, NE

## Summary

Parcel Number	160037050
Property Address	
Legal	S1/2NW N1/2SW SE 320 ACRES 14-29-31
Acres	320
Sec/Twp/Rng	14/29/31
Tax District	80
Neighborhood	1000 - AGRICULTURE



## Owners

[SCHROEDER ET AL/DONNA E  
CO TRUSTEES](#)  
PO BOX 699  
VALENTINE, NE 69201

## Dwelling/Building

Actual Year Built	0
Bedrooms	0
Building Sq ft	0
Condition	
Ground Floor Sq ft	0
Quality	Very Low
Total Baths	0
Bath Fixtures	0
Exterior Walls	
Roof Cover	
HVAC	
Foundation	
Basement Finished Sq Ft	0
ImprovementDescription	
Class	

## Other Improvements

Description	Extended Description	Year	Dimensions	Units
EQSH	EQUIPMENT SHED	1920	36 x 45 x 12	1,620
FUQN	UTILITY QUONSET	1920	40 x 60 x 12	2,400
PAVC	FLOOR, CONCRETE	1920	20 x 12	240

## Land

Frontage	Depth1	Depth2	Square Feet	Description
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		
0	0	0		

## Valuation

Assessed Year	2024	2023	2022	2021	2020
Dwelling/Building	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Improvement	\$6,248.00	\$6,248.00	\$6,248.00	\$6,248.00	\$6,248.00
Land	\$223,750.00	\$171,540.00	\$161,045.00	\$156,515.00	\$156,515.00
Total	\$229,998.00	\$177,788.00	\$167,293.00	\$162,763.00	\$162,763.00

Tax History

Tax Year	2024	2023	2022	2021	2020
Value	\$212,723.00	\$177,788.00	\$167,293.00	\$162,763.00	\$162,763.00
Tax	\$1,606.48	\$1,622.36	\$1,663.76	\$1,651.38	\$1,687.04
Exemption	\$299.34	\$233.80	\$210.46	\$206.54	\$196.26
Net Tax	\$1,025.14	\$1,388.56	\$1,453.30	\$1,444.84	\$1,490.78

Treasurer Link

Treasurer's Online

Property Record Card

160037050 (PDF)

Photos



No data available for the following modules: Sketches.

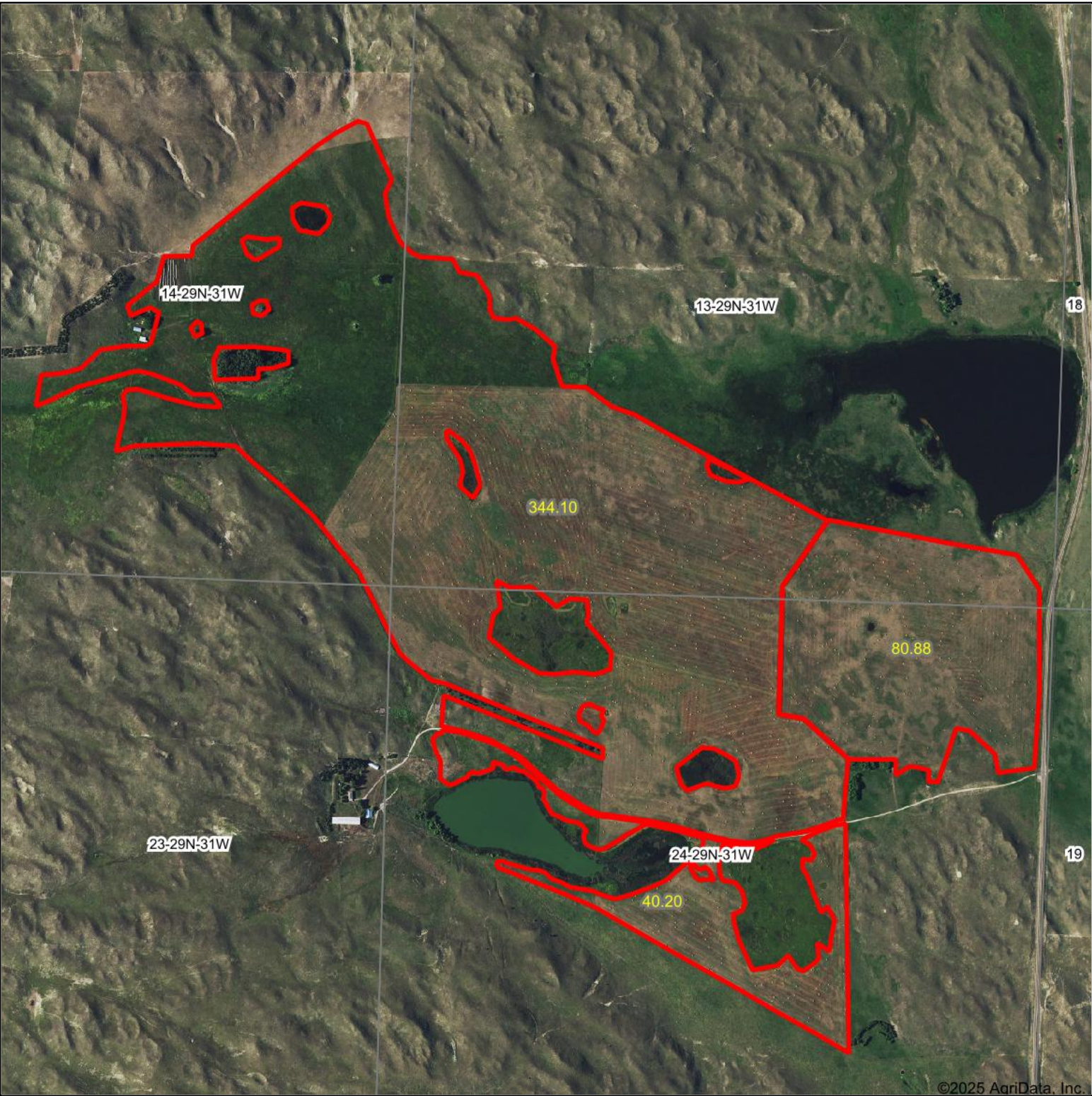
The Cherry County Assessor's Office makes every effort to produce the most accurate property valuation and tax information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All data is subject to change.  
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[Last Data Upload: 4/22/2025, 2:05:45 PM](#)

Contact Us

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 SCHNEIDER  
GEO SPATIAL



Hay Meadow 2014



©2025 AgriData, Inc.

Boundary Center: 42° 28' 55.35, -100° 54' 35.57



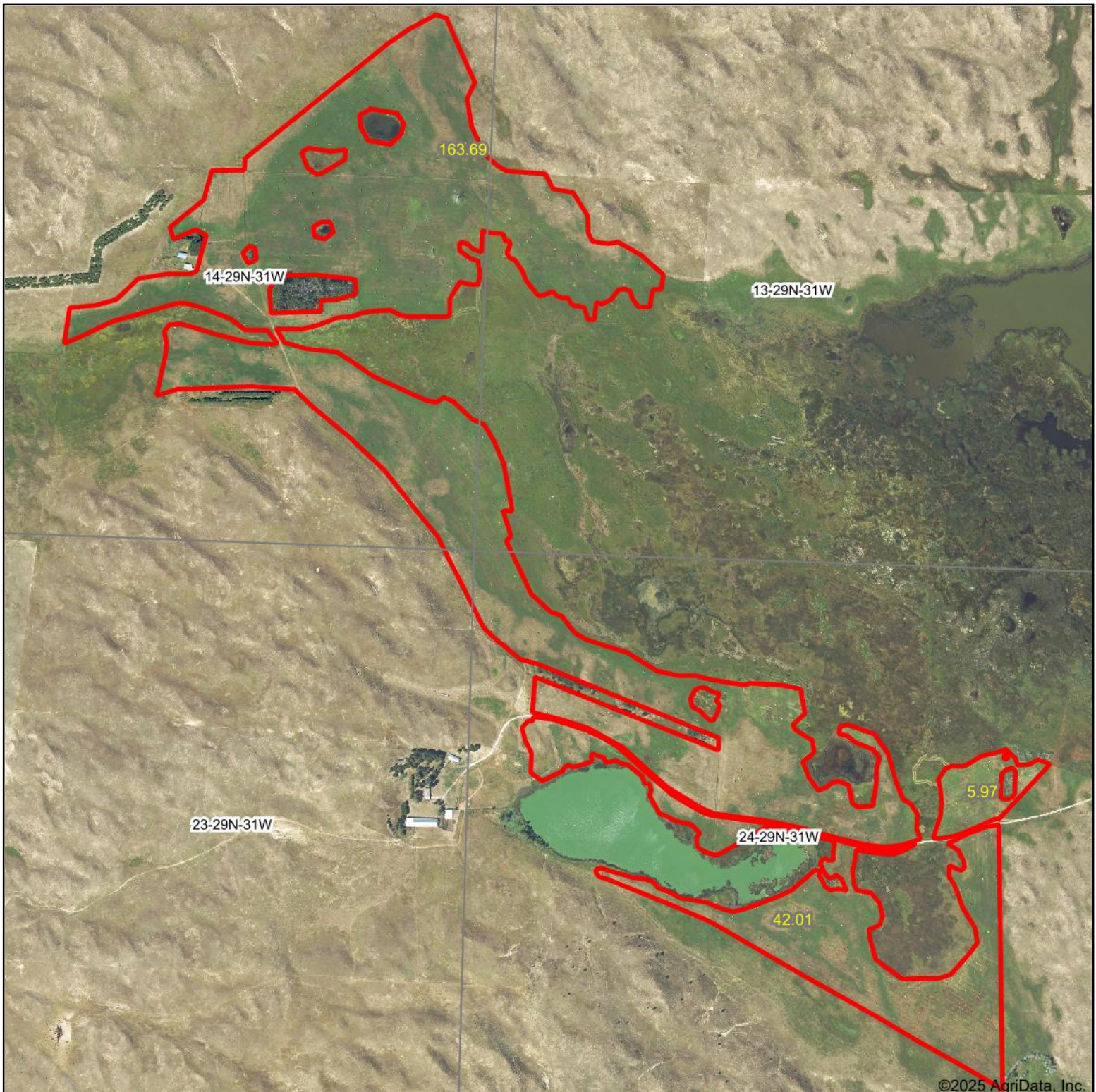
13-29N-31W  
Cherry County  
Nebraska



5/13/2025



# Hay Meadow 2024



Boundary Center: 42° 28' 55.35, -100° 54' 43.55

0ft 1092ft 2183ft

**13-29N-31W**  
**Cherry County**  
**Nebraska**

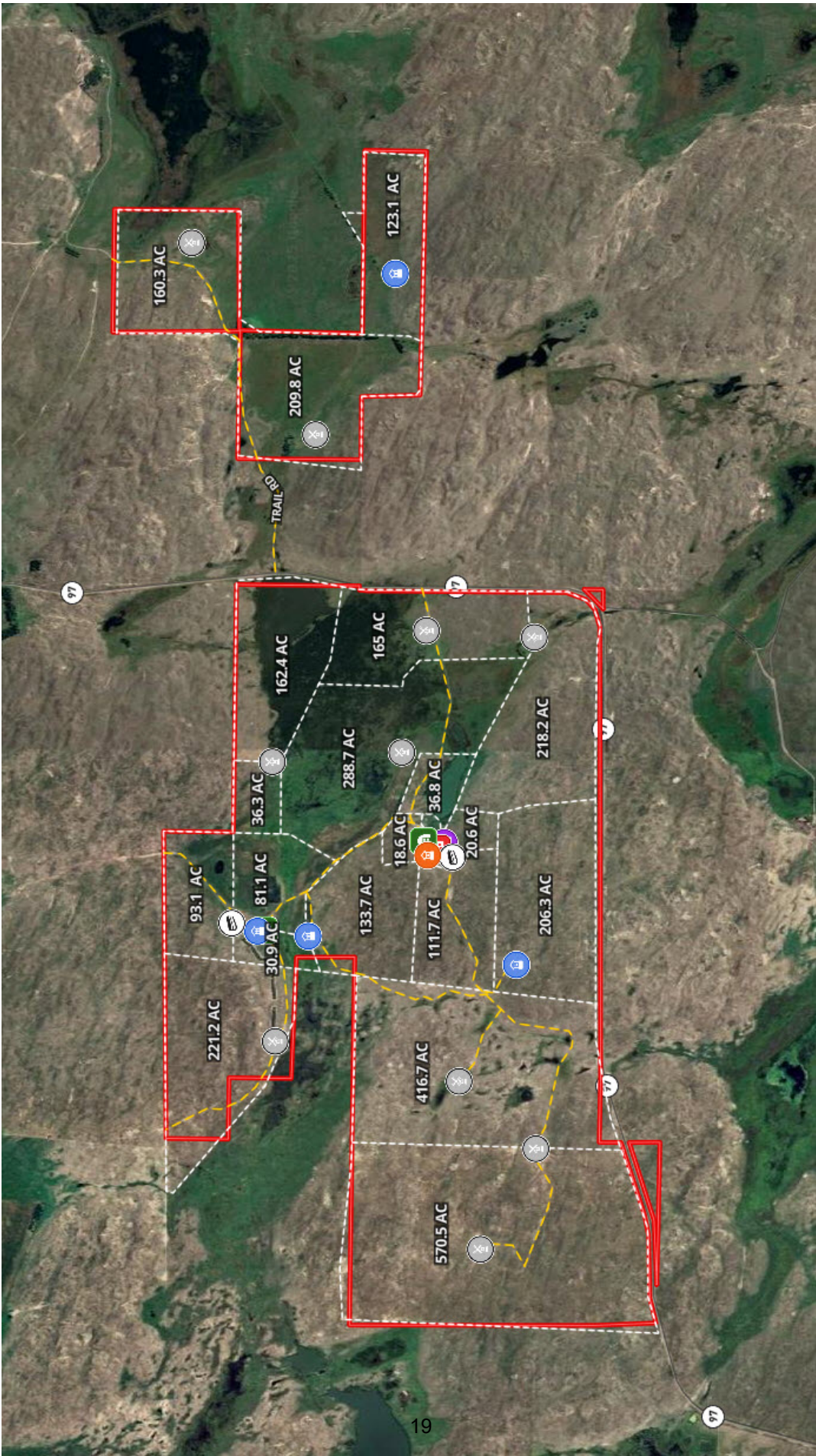


Maps Provided By:  
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5/13/2025



# Pasture Acre Map



# Farm, Ranch and Land Purchase Agreement



535 E. Chestnut, P.O. Box 407  
Sterling, CO 80751  
Office: 970-522-7770/Fax 970-522-7365

## FARM, RANCH, AND LAND PURCHASE AGREEMENT

THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

Date: June 5, 2025

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

**1.) LEGAL DESCRIPTION:** Legal Description of Parcel # \_\_\_\_\_ as described in Schroeder Ranch Auction Due Diligence Packet Printed: May 16, 2025.

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

**2.) PERSONAL PROPERTY:** The only personal property included is as follows: Inclusions as stated in Schroeder Ranch Auction Due Diligence Packet Printed: May 16, 2025.

**3.) PURCHASE PRICE:** Price. Buyer(s) agrees to pay \$\_\_\_\_(Successful Bid)\_\_\_\_, on the following terms: an earnest money deposit of \$\_\_\_\_(15% of Successful Bid)\_\_\_\_ at this time as shown by the receipt herein. If paid by check, it will be cashed. All monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent. The balance of the purchase price shall be paid as follows: Balance of \$\_\_\_\_(Successful Bid less 15%)\_\_\_\_ shall be paid by cashier's check or wire at time of delivery of deed.

**4.) CLOSING:** The closing date of the sale shall be on or before July 10, 2025. Buyer(s) and Seller acknowledge and understand that the closing of the sale may be handled by an escrow agent and that the listing broker, Reck Agri Realty & Auction, is authorized to transfer the earnest money or any other funds received to Sandhills Title Company. After the transfer, Broker shall have no further responsibility or liability to Buyer(s) or Seller to account for the funds. Escrow agent's closing fee shall be equally divided between Buyer(s) and Seller. Buyer(s) and Seller to pay their respective fees for recording their documents. County documentary fee/tax to be paid by Seller.

**5.) TITLE:** Seller to pass title by Trustee's and Personal Representative's Deeds free and clear of all liens, encumbrances, and subject to all easements and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s), except Buyer(s) to pay for cost of loan title insurance policy, if applicable. TBD title commitments are available for review within the Due Diligence Packet and TBD title commitments and exceptions will be incorporated



and made a part of the Farm, Ranch, & Land Purchase Agreement. The Buyer(s) to receive an updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction but before closing. After closing, Buyer(s) to receive a final owner's title insurance policy in an amount equal to the Purchase Price.

**6.) POSSESSION:** As stated in Schroeder Ranch Auction Due Diligence Packet Printed: May 16, 2025.

**7.) PROPERTY CONDITION:** On or before the date of the Auction, the Buyer(s) had the opportunity to physically inspected the Property, the Schroeder Ranch Auction Due Diligence Packet Printed: May 16, 2025, and heard, understood, and agreed to all taped oral statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the Schroeder Ranch Auction Due Diligence Packet Printed: May 16, 2025. Buyer(s) has, relying solely on his/her own Due Diligence and with no oral or written representations from the Seller or the Auction Company or its agents, accepted the Property "As Is, Where Is" including, but not limited to, no physical environmental or legal compliance warranties whatsoever from the Seller.

**8.) WATER RIGHTS & EQUIPMENT:** Water rights to be conveyed as stated in Schroeder Ranch Auction Due Diligence Packet Printed: May 16, 2025.

**9.) GROWING CROPS:** Growing crops to be conveyed as stated in Schroeder Ranch Auction Due Diligence Packet Printed: May 16, 2025.

**10.) REAL ESTATE TAXES:** See Schroeder Ranch Auction Due Diligence Packet Printed: May 16, 2025, for terms and conditions of real estate taxes.

**11.) MINERAL RIGHTS:** As stated in Schroeder Ranch Auction Due Diligence Packet Printed: May 16, 2025.

**12.) NOXIOUS WEEDS:** As stated in Schroeder Ranch Auction Due Diligence Packet Printed: May 16, 2025.

**13.) ACREAGES:** All stated acreages in the Color Brochure, Due Diligence Packet, and visual presentation at the auction are approximate and are obtained from the FSA office and/or county tax records. Both sources may indicate different acreages and no warranty is expressed or implied as to exact acreages of property. All bids are for the total parcel without regard to exact acreage. There will be no adjustment in purchase price if acreage is different than what is stated in this packet and/or stated at the auction.

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

**15.) BUYER DESIGNATION:** Buyer(s), before closing, may designate additional parties, including Buyer(s) or an entity owned or controlled by Buyer(s), to be named as Buyer(s) on all instruments of transfer of the Property and other necessary closing documents, including title commitments.

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

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

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

**19.) SPECIFIC PERFORMANCE:** If Buyer(s) is in Default: If Buyer(s) fails to consummate this purchase according to the terms of this Agreement, Seller may elect to treat this Agreement as canceled, in which case all Earnest Money (whether or not paid by Buyer(s)) shall be divided between Broker and Seller, one-half to Broker but not to exceed the commission agreed. Seller may recover such damages as may be proper; or Seller may elect to treat this Agreement as being in full force and effect and Seller has the right to specific performance or damages, or both.

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

**20.)** Buyer(s) is the high bidder for the Property identified herein at the Schroeder Ranch Auction conducted by Reck Agri Realty & Auction (hereinafter "Auction Company") for the Seller and held June 5, 2025, and in accordance with the terms and conditions of this Specific Performance Contract, the Schroeder Ranch Auction Due Diligence Packet Printed May 16, 2025 (hereinafter DDP), the Title Commitment and all supplements and additions thereto, and other announcements at the Auction by the Auction Broker. Upon the auction closing, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the DDP, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the DDP, the DDP, as modified by announcements at the auction shall control.

**21.)** Buyer has reviewed and accepts the attached Sandhills Title Company Title Commitment by File No. 25-95 which is attached and made part of this Purchase Agreement.

**22.)** Schroeder Ranch Auction Due Diligence Packet Printed: May 16, 2025, is incorporated and made a part of this Purchase Agreement.

**23.)** This document shall be binding upon the benefit of the parties hereto, their heirs, personal representatives, successors and/or assigns.

**AGENCY CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction.

**Listing Agent:** Reck Agri Realty & Auction is the agent of ☒ Limited Seller's Agent ☐ Limited Dual Agent ☐ Customer Only.

**Selling Agent:** Reck Agri Realty & Auction is the agent of ☐ Limited Buyer's Agent ☐ Limited Dual Agent ☒ Customer Only.

BUYER:

\_\_\_\_\_ DATE:\_\_\_\_\_

ADDRESS:

PHONE:

E-MAIL:

### ACCEPTANCE

Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth.

SELLER:

By: \_\_\_\_\_ DATE:\_\_\_\_\_

ADDRESS:

PHONE:

E-MAIL:

ACKNOWLEDGMENT (To be completed by Broker working with Buyer)

Reck Agri Realty & Auction

By:\_\_\_\_\_

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

ACKNOWLEDGMENT (To be completed by Broker working with Seller)

Reck Agri Realty & Auction

By:\_\_\_\_\_

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

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: \_\_\_\_\_

\$\_\_\_\_\_ to apply to the purchase price of the Property on terms and conditions as stated.

In the event this offer is not accepted by the Seller of the Property within the time specified, or in the event there are any defects in the title which cannot be cured as specified above, the earnest money shall be refunded to Buyer.

Reck Agri Realty & Auction

535 E Chestnut

PO Box 407

Sterling, CO 80751

Phone: 970-522-7770, Fax: 970-522-7365

By: \_\_\_\_\_ DATE: \_\_\_\_\_

Marc Reck

# Agency Disclosure Information for Buyers

**Company:** Reck Agri Realty & Auction **Agent Name:** Marc Reck

Nebraska law requires all real estate licensees provide this information outlining the types of real estate services being offered.  
For additional information on Agency Disclosure and more go to: <http://www.nrec.ne.gov/consumer-info/index.html>

The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):

## Limited Seller's Agent

- Works for the seller
- Shall not disclose any confidential information about the seller unless required by law
- May be required to disclose to a buyer otherwise undisclosed adverse material facts about the property
- Must present all written offers to and from the seller in a timely manner
- Must exercise reasonable skill and care for the seller and promote the seller's interests

**A written agreement is required to create a seller's agency relationship.**

## Limited Buyer's Agent

- Works for the buyer
- Shall not disclose any confidential information about the buyer unless required by law
- May be required to disclose adverse material facts to a seller including facts related to buyer's ability to financially perform the transaction
- Must present all written offers to and from the buyer in a timely manner
- Must exercise reasonable skill and care for the buyer and promote the buyer's interests

**A written agreement is not required to create a buyer's agency relationship**

## Limited Dual Agent

- Works for both the buyer and seller
- May not disclose to seller that buyer is willing to pay more than the price offered
- May not disclose to buyer that seller is willing to accept less than the asking price
- May not disclose the motivating factors of any client
- Must exercise reasonable skill and care for both buyer and seller

**A written disclosure and consent to dual agency required for all parties to the transaction**

## Customer Only (list of services provided to a customer, if any, on reverse side)

- **Agent does not work for you**, agent works for another party or potential party to the transaction as:  
 \_\_\_ Limited Buyer's Agent \_\_\_ Limited Seller's Agent  
 \_\_\_ Common Law Agent (attach addendum)
- Agent may disclose confidential information that you provide agent to his or her client
- Agent must disclose otherwise undisclosed adverse material facts:
  - about a property to you as a buyer/customer
  - about buyer's ability to financially perform the transaction to you as a seller/customer
- Agent may not make substantial misrepresentations

\_\_\_ Common Law Agent for \_\_\_ Buyer \_\_\_ Seller (complete and attach Common Law Agency addendum)

***THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS.*** By signing below, I acknowledge that I have received the information contained in this agency disclosure and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

## Acknowledgement of Disclosure

(Including Information on back of form)

\_\_\_\_\_  
(Client or Customer Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Client or Customer Name)

\_\_\_\_\_  
Date

**Contact Information:**

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

**Items Broker may perform:**

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



**NEBRASKA REAL ESTATE COMMISSION  
SELLER PROPERTY CONDITION DISCLOSURE STATEMENT  
Residential Real Property**

THIS DISCLOSURE STATEMENT IS BEING COMPLETED AND DELIVERED IN ACCORDANCE WITH NEBRASKA LAW. NEBRASKA LAW REQUIRES THE SELLER TO COMPLETE THIS STATEMENT (NEB. REV. STAT. §76-2,120).

How long has the seller owned the property? \_\_\_\_\_ year(s)  
Is seller currently occupying the property? (Circle one) YES | NO If yes, how long has the seller occupied the property? \_\_\_\_\_ year(s)  
If no, has the seller ever occupied the property? (Circle one) YES | NO If yes, when? From \_\_\_\_\_ (year) to \_\_\_\_\_ (year)

This disclosure statement concerns the real property located at \_\_\_\_\_  
in the city of \_\_\_\_\_, County of Cherry, State of Nebraska and legally described as:

This statement is a disclosure of the condition of the real property known by the seller on the date on which this statement is signed. This statement is NOT a warranty of any kind by the seller or any agent representing a principal in the transaction, and should NOT be accepted as a substitute for any inspection or warranty that the purchaser may wish to obtain. Even though the information provided in this statement is NOT a warranty, the purchaser may rely on the information contained herein in deciding whether and on what terms to purchase the real property. Any agent representing a principal in the transaction may provide a copy of this statement to any other person in connection with any actual or possible sale of the real property. The information provided in this statement is the representation of the seller and NOT the representation of any agent, and is NOT intended to be part of any contract between the seller and purchaser.

Seller please note: you are required to complete this disclosure statement in FULL. If any particular item or matter does not apply and there is no provision or space for indicating, insert "N/A" in the appropriate box. If age of items is unknown, write "UNK" on the blank provided. If the property has more than one item as listed below please put the numbered in the appropriate box. For example – if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not Included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in PART III.

**SELLER STATES THAT, TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE THIS DISCLOSURE STATEMENT IS COMPLETED AND SIGNED BY THE SELLER, THE CONDITION OF THE REAL PROPERTY IS:**

**PART I** – If there is more than one of any item in this Part, the statement made applies to each and all of such items unless otherwise noted in the Comments section in **PART III** of this disclosure statement, or number separately as provided in the instructions above. If an item in this Part is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

Section A - Appliances	Working	Not Working	Do Not Know If Working	None / Not Included
1. Refrigerator				
2. Clothes Dryer				
3. Clothes Washer				
4. Dishwasher				
5. Garbage Disposal				
6. Freezer				
7. Oven				
8. Range				
9. Cooktop				
10. Microwave oven				
11. Built-in vacuum system and equipment				
12. Range ventilation systems				
13. Gas grill				
14. Room air conditioner (____number)				
15. TV antenna / Satellite dish				
16. Trash compactor				

Section B - Electrical Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Electrical service panel capacity (____number) (If known) (____number) (If not known) (____number) circuit breakers				
2. Ceiling fan(s) (____number)				
3. Garage door opener(s) (____number)				
4. Garage door remote(s) (____number)				
5. Garage door keypad(s) (____number)				
6. Telephone wiring and jacks				
7. Cable TV wiring and jacks				
8. Intercom or sound system wiring				
9. Built-in speakers				
10. Smoke detectors (____number)				
11. Fire alarm				
12. Carbon Monoxide Alarm (____number)				
13. Room ventilation/exhaust fan (____number)				
14. 220 volt service				
15. Security System ____Owned ____Leased ____Central station monitoring				
16. Have you experienced any problems with the electrical system or its components? YES ____ NO ____	If YES, explain the condition in the comments section in PART III of this disclosure statement.			



Section C - Heating and Cooling Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Air purifier				
2. Attic fan				
3. Whole house fan				
4. Central air conditioning _____ year installed (if known)				
5. Heating system _____ year installed (if known) _____ Gas _____ Electric _____ Other (specify _____)				
6. Fireplace / Fireplace insert				
7. Gas log (fireplace)				
8. Gas starter (fireplace)				
9. Heat pump _____ year installed (if known)				
10. Humidifier				
11. Propane Tank _____ year installed (if known) _____ Rent _____ Own				
12. Wood-burning stove _____ year installed (if known)				

Section D - Water Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Hot tub / whirlpool				
2. Plumbing (water supply)				
3. Swimming pool				
4. a. Underground sprinkler system				
b. Back-flow prevention system				
5. Water heater _____ year installed (if known)				
6. Water purifier _____ year installed (if known)				
7. Water softener _____ Rent _____ Own				
8. Well system				
Section E - Sewer Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Plumbing (water drains)				
2. Sump pump (separate into _____)				
3. Septic system				

**PART II -** In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comment section in PART III of this disclosure statement.

**Section A. Structural Conditions -** If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section in PART III of this disclosure statement.

Section A - Structural Conditions:	YES	NO	Do Not Know
1. Age of roof (if known) _____ year(s)	N / A	N / A	
2. Does the roof leak?			
3. Has the roof leaked?			
4. Is there presently damage to the roof?			
5. Has there been water intrusion in the basement or crawl space?			
6. Has there been any damage to the real property or any of the structures thereon due to the following occurrences including, but not limited to, wind, hail, fire, flood, wood-destroying insects, or rodents?			
7. Are there any structural problems with the structures on the real property?			
8. Is there presently damage to the chimney?			
9. Are there any windows which presently leak, or do any insulated windows have any broken seals?			

Section A - Structural Conditions	YES	NO	Do Not Know
10. Year property was built _____ (if known)	N / A	N / A	
11. Has the property or parts need any repairing or remodeling of the following:			
- Foundation			
- Floor			
- Wall			
- Sidewalk			
- Patio			
- Driveway			
- Retaining wall			
12. Any room additions or structural changes?			

**Section B. Environmental Conditions -** Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, if available.

Section B - Environmental Conditions	YES	NO	Do Not Know
1. Asbestos			
2. Contaminated soil or water (including drinking water)			
3. Landfill or buried materials			
4. Lead-based paint			
5. Radon gas			
6. Toxic materials			

Section B - Environmental Conditions	YES	NO	Do Not Know
7. Underground fuel, chemical or other type of storage tank?			
8. Have you been notified by the Noxious Weed Control Authority in the last 5 years of the presence of noxious weeds, as defined by Nebraska law (N.A.C. Title 25, Ch. 10), on the property?			
9. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)			



Section C. Title Conditions - Do any of the following conditions exist with regard to the real property?

Section C - Title Conditions	YES	NO	Do Not Know
1. Any features, such as walls, fences and driveways which are shared?			
2. Any easements, other than normal utility easements?			
3. Any encroachments?			
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?			
5. Any lot-line disputes?			
6. Have you been notified, or are you aware of, any work planned or to be performed by a utility or municipality close to the real property including, but not limited to sidewalks, streets, sewers, water, power, or gas lines?			
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?			
8. Any condominium, homeowners', or other type of association which has any authority over the real property?			
9. Any private transfer fee obligation upon sale?			

Section C - Title Conditions	YES	NO	Do Not Know
10. Does ownership of the property entitle the owner to use any "common area" facilities such as pools, tennis courts, walkways, or other common use areas?			
11. Is there a common wall or walls? b. Is there a party wall agreement?			
12. Any lawsuits regarding this property during the ownership of the seller?			
13. Any notices from any governmental or quasi-governmental agency affecting the real property?			
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?			
15. Any deed restrictions or other restrictions of record affecting the real property?			
16. Any unsatisfied judgments against the seller?			
17. Any disputes regarding a right of access to the real property?			
18. Any other title conditions which might affect the real property?			

Section D. Other Conditions - Do any of the following conditions exist with regard to the real property?

Section D - Other Conditions	YES	NO	Do Not Know
1. a. Are the dwelling(s) and the improvements connected to a public water system? b. Is the system operational?			
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system? b. Is the system operational?			
3. If the dwelling(s) and the improvements are connected to a private, community (non-public) or SID water system is there adequate water supply for regular household use (i.e. showers, laundry, etc.)?			
4. a. Are the dwelling(s) and the improvements connected to a public sewer system? b. Is the system operational?			
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system? b. Is the system operational?			
6. a. Are the dwelling(s) and the improvements connected to a septic system? b. Is the system operational?			
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?			

Section D - Other Conditions	YES	NO	Do Not Know
8. a. Is the real property in a flood plain? b. Is the real property in a floodway?			
9. Is trash removal service provided to the real property? If so, are the trash services public private			
10. Have the structures been mitigated for radon? If yes, when? ____/____/____			
11. Is the property connected to a natural gas system?			
12. Has a pet lived on the property? Type(s) _____			
13. Are there any diseased or dead trees, or shrubs on the real property?			
14. Are there any flooding, drainage, or grading problems in connection to the real property?			
15. a. Have you made any insurance or manufacturer claims with regard to the real property? b. Were all repairs related to the above claims completed?			
16. Are you aware of any problem with the exterior wall-covering of the structure including, but not limited to, siding, synthetic stucco, masonry, or other materials?			

Section E. Cleaning / Servicing Conditions - Have you ever performed or had performed the following? (State most recent year performed)

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
1. Servicing of air conditioner					
2. Cleaning of fireplace, including chimney					
3. Servicing of furnace					
4. Professional inspection of furnace A/C (HVAC) System					
5. Servicing of septic system					

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
6. Cleaning of wood-burning stove, including chimney					
7. Treatment for wood-destroying insects or rodents					
8. Tested well water					
9. Serviced / treated well water					

**PART III – Comments.** Please reference comments on items responded to above in PART I or II, with Section letter and item number.  
Note: Use additional pages if necessary.

~~"Have not lived in -  
do not know condition."~~

If checked here \_\_\_\_\_ PART III is continued on a separate page(s)

#### SELLER'S CERTIFICATION

Seller hereby certifies that this disclosure statement, which consists of \_\_\_\_\_ pages (including additional comment pages), has been completed by Seller; that Seller has completed this disclosure statement to the best of Seller's belief and knowledge as the date hereof, which is the date this disclosure statement is completed and signed by the Seller.

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

#### ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT, UNDERSTANDING AND CERTIFICATION

I/We acknowledge receipt of a photocopy of the above Seller Property Condition Disclosure Statement; understand that such disclosure statement is NOT a warranty of any kind by the seller or any agent representing any principal in the transaction; understand that such disclosure statement should not be accepted as a substitute for any inspection or warranty that I/we may wish to obtain; understand the information provided in this disclosure statement is the representation of the seller and not the representation of any agent, and is not intended to be part of any contract between the seller and purchaser; and certify that disclosure statement was delivered to me/us or my/our agent on or before the effective date of any contract entered into by me/us relating to the real property described in such disclosure statement.

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

Parcel  
#1A

# Lead-Based Paint Disclosure



## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards



### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller Disclosure for property located at \_\_\_\_\_ (address)

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the Seller (initial (i) or (ii) below):
- (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) ☐ Purchaser has received copies of all information listed above.
- (d) ☒ Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
- (i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; or
- (ii) ☒ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial)

- (f) ☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Reck Agri Realty & Auction			
Agent Marc Reck	Date	Agent	Date



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05/13/25 at 10:12 AM  
Page 1 of 1

# Sample Bidder Card

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101

Retain This Registration to Bid



970-522-7770 • 800-748-2589

535 E Chestnut • PO Box 407 • Sterling, CO 80751

Co. \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

By my signature below, I have read and do agree to the full terms and conditions, property descriptions, pertinent information, title commitments and sample contracts of the Schroeder Ranch Auction Due Diligence Packet Printed: May 16, 2025.

X \_\_\_\_\_

No. 101

# Title Commitment





Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Sandhills Title Company**

Issuing Office: **114 East 3rd Street, P.O. Box 46  
Valentine, NE 69201**

Issuing Office's ALTA® Registry ID: **1018015**

Loan ID Number:

Commitment Number: **25-95**

Issuing Office File Number: **25-95**

Property Address: **Rural Cherry County, Valentine, NE 69201**

Revision Number:

## **SCHEDULE A**

### **COMMITMENT**

1. Commitment Date: **April 14, 2025 at 8:00 AM**
2. Policy to be issued:
  - a. 2021 ALTA Owner's Policy  
Proposed Insured: **Marc Reck**  
Proposed Amount of Insurance: **\$3,300,000.00** Premium: **\$5,707.50**  
The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:  
**fee simple**
4. The Title is, at the Commitment Date, vested in:  
**Undivided 1/2 interest: Donna E. Schroeder**  
**Undivided 1/2 interest: Scot D. Schroeder, Dirk K. Schroeder and Jacquelyn S. Witte, Co-Trustees of The Schroeder Family Trust**
5. The Land is described as follows:  
**TOWNSHIP 29 NORTH, RANGE 30 WEST OF THE 6TH P.M., CHERRY COUNTY, NEBRASKA**  
**Section 17: NW1/4**  
**Section 18: SE1/4**  
**Section 19: NE1/4NE1/4**  
**Section 20: NW1/4NE1/4; N1/2NW1/4**  
  
**TOWNSHIP 29 NORTH, RANGE 31 WEST OF THE 6TH P.M., CHERRY COUNTY, NEBRASKA**  
**Section 13: S1/2**  
**Section 14: S1/2NW1/4; N1/2SW1/4; S1/2NE1/4; SE1/4**  
**Section 15: SE1/4NE1/4**  
**Section 22: All**  
**Section 23: All**  
**Section 24: All**  
**Section 27: N1/2NW1/4; NW1/4NE1/4**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

**ORT Form 4757NE B I**

**Schedule B I – ALTA Commitment 2021 v. 01.00**

07/01/2021

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AMERICAN  
LAND TITLE  
ASSOCIATION



## SCHEDULE B II COMMITMENT

### EXCEPTIONS FROM COVERAGE

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Right or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of parties in possession not shown by the Public Records.
4. Any encroachments, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
8. The lien of the General Taxes for the year 2025, and thereafter. The 2023 real estate taxes and all prior years have been paid for in full. The 2024 real estate taxes are as follows:

AMOUNT	PARCEL ID	LEGAL
\$1025.14	160037050	14-29-31
\$108.90	160037069	15-29-31
\$382.74	160037611	17-29-30
\$497.76	160037638	18-29-30
\$113.24	160037646	19-29-30
\$348.56	160037654	20-29-30
\$508.48	160037662	13-29-31
\$1646.48	160037670	22-29-31
\$2417.88	160037689	23-29-31
\$1538.16	160037697	24-29-31
\$270.44	160037700	27-29-31
\$226.36	160148863	17-29-31

The first half will be past due and delinquent as of May 1, 2025, second half September 1, 2025.
9. Reservations contained in Patents from the United States of America or where state where the land described in Schedule A is located.
10. Rights of the Public, United States of America State of Nebraska, County of Cherry in and to any portion of the

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

land taken or used for road purposes whether by easement or fee title.

11. Deed to the County of Cherry, Nebraska and the terms and conditions stated therein as recorded in Cherry County [Deed Book 71, Page 303](#) .
12. Easement to Cherry County, Nebraska and the terms and conditions stated therein as recorded in Cherry County [Miscellaneous Book 31, Page 657](#) .
13. Lack of right of access to and from the subject land:  
TOWNSHIP 29 NORTH, RANGE 30 WEST OF THE 6TH P.M., CHERRY COUNTY, NEBRASKA  
Section 17: NW1/4  
Section 18: SE1/4  
Section 19: NE1/4NE1/4  
Section 20: NW1/4NE1/4; N1/2NW1/4

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

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WARRANTY DEED.

JOE P. HAMMOND and MAXINE HAMMOND, husband and wife, herein called the grantors, in consideration of Two Thousand Four Hundred Ninety-nine Dollars & No Cents (\$2,499.<sup>00</sup>) DOLLARS received from grantee, do grant, bargain, sell, convey and confirm unto COUNTY OF CHERRY, herein called the grantee, the following described real property in Cherry County, Nebraska:

A tract of land located in the North Half of the Northwest Quarter, Section Twenty-seven, Township Twenty-nine, North, Range Thirty-one, West of the Sixth Principal Meridian in Cherry County, Nebraska, being more particularly described as follows: Commencing at the Southwest corner of said North Half of the Northwest Quarter; thence North 0 degrees 05 minutes East along the section line a distance of 52.4 feet; thence North 73 degrees 34 minutes East a distance of 167.1 feet to the point of curvature; thence along a circular curve to the right, with a radius of 2944.79 feet, through a central angle of 16 degrees 49 minutes a distance of 864.2 feet to the point of tangency; thence South 89 degrees 37 minutes East a distance of 575.0 feet to the point of curvature; thence along a circular curve to the left, with a radius of 2784.79 feet, through a central angle of 18 degrees 42 minutes a distance of 908.9 feet to the point of tangency; thence North 71 degrees 41 minutes East a distance of 176.9 feet; thence South 0 degrees 07 minutes West a distance of 156.8 feet; thence South 72 degrees 06 minutes West a distance of 135.4 feet to the point of curvature; thence along a circular curve to the right, with a radius of 2934.79 feet, through a central angle of 18 degrees 42 minutes a distance of 957.8 feet to the point of tangency; thence North 89 degrees 37 minutes West a distance of 575.0 feet to the point of curvature; thence along a circular curve to the left, with a radius of 2794.79 feet, through a central angle of 16 degrees 49 minutes a distance of 653.3 feet to a point on the South line of said North Half of the Northwest Quarter; thence North 90 degrees 00 minutes West along the South line of said North Half of the Northwest Quarter a distance of 340.0 feet to the point of beginning, said tract containing 9.2 acres, more or less.

A tract of land located in the Northwest Quarter of the Northeast Quarter, Section Twenty-seven, Township Twenty-nine, North, Range Thirty-one, West of the Sixth Principal Meridian in Cherry County, Nebraska, being more particularly described as follows: Commencing at a point on the North-South one-quarter section line through said Section Twenty-seven, a distance of 1593.5 feet North of the center of section; thence continuing North 0 degrees 07 minutes East along the one-quarter section line a distance of 156.8 feet; thence North 71 degrees 41 minutes East a distance of 1384.9 feet; thence South 0 degrees 09 minutes West a distance of 169.2 feet; thence South 72 degrees 06 minutes West a distance of 1378.3 feet to the point of beginning, said tract containing 5.0 acres, more or less.

A tract of land located in the South Half of the South Half, Section Twenty-three, Township Twenty-nine, North, Range Thirty-one, West of the Sixth Principal Meridian in Cherry County, Nebraska, being more particularly described as follows: Commencing at the Southeast corner of said Section Twenty-three; thence North 0 degrees 03 minutes East along the section line a distance of 113.3 feet; thence North 88 degrees 39 minutes West a distance of 1716.1 feet; thence North 89 degrees 59 minutes West a distance of 944.6 feet to a point on the North-South one-quarter section line 136.7 feet Northerly of the South one-quarter corner of said Section Twenty-three; thence South 87 degrees 52 minutes West a distance of 1333.7 feet; thence North

89 degrees 59 minutes West a distance of 622.5 feet to the point of curvature; thence along a circular curve to the left, with a radius of 2934.79 feet, through a central angle of 18 degrees 20 minutes a distance of approximately 645.2 feet to a point on the South section line of said Section Twenty-three; thence South 89 degrees 38 minutes East along the section line a distance of 5254.4 feet to the point of beginning, said tract containing 10.5 acres, more or less.

A tract of land located in Sections 13 and 24, Township Twenty-nine, North, Range Thirty-one, West of the Sixth Principal Meridian in Cherry County, Nebraska, being more particularly described as follows: Commencing at the Southwest corner of said Section Twenty-four; thence North 0 degrees 03 minutes East along the section line a distance of 113.3 feet; thence South 89 degrees 59 minutes East a distance of 1284.4 feet; thence North 84 degrees 17 minutes East a distance of 703.5 feet; thence South 86 degrees 36 minutes East a distance of 676.1 feet to a point on the North-South one-quarter section line 126.7 feet Northerly of the South one-quarter corner of said Section Twenty-four; thence South 89 degrees 07 minutes East a distance of 1325.3 feet; thence South 86 degrees 39 minutes East a distance of 517.0 feet to the point of curvature; thence along a circular curve to the left, with a radius of 758.5 feet, through a central angle of 89 degrees 48 minutes a distance of 1189.4 feet to the point of tangency; thence North 0 degrees 20 minutes East a distance of 1833.2 feet to a point on the East-West one-quarter section line 64.0 feet Westerly of the East one-quarter corner of said Section Twenty-four; thence North 0 degrees 44 minutes East a distance of 2649.0 feet to a point on the North section line of said Section Twenty-four, 40.0 feet Westerly of the Northeast corner of said Section Twenty-four; thence North 1 degree 25 minutes East a distance of 240.0 feet; thence North 9 degrees 45 minutes East a distance of 212.9 feet to a point on the East section line of said Section Thirteen, 450.0 feet North of the Southeast corner of said Section Thirteen; thence South 0 degrees 13 minutes West along the section line a distance of 5747.8 feet to the Southeast corner of said Section Twenty-four; thence South 89 degrees 40 minutes West along the section line a distance of 5316.3 feet to the point of beginning, said tract containing 23.1 acres, more or less.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's successors and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's successors and assigns that grantors are lawfully seized of said premises, that they are free from encumbrance subject to easements, rights of way, reservations and liens of record; that grantors have good right and lawful authority to convey the same; and that grantors warrant and will defend the title to said premises against the lawful claims of all persons whomsoever.

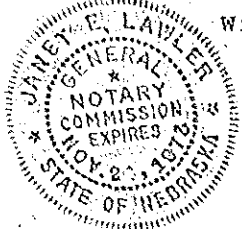
Dated Feb 9 1973, 1973.

Joe P. Hammond  
Joe P. Hammond

Maxine E. Hammond  
Maxine Hammond

STATE OF NEBRASKA, County of Cherry:

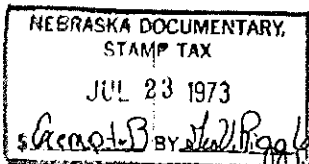
Before me, a notary public qualified for said county,  
personally came Joe P. Hammond and Maxine Hammond, husband and wife,  
known to me to be the identical persons who signed the foregoing  
instrument and acknowledged the execution thereof to be their voluntary  
act and deed.



Witness my hand and notarial seal on February 9, 1973.

Janet E. Lawler  
Notary Public

My commission expires 11-24-73



State of Nebraska, County of Cherry: Feb 23 1973  
This instrument was filed for record on Feb 23 1973  
at 9 o'clock A. M. and recorded in Book 71  
Page 303  
Gerald B. Byrd  
County Clerk Deputy County Clerk

G OK  
N OK  
F OK  
R OK  
Charge

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

William & Barbara Hammond of Valentine  
(Name)

Nebraska, Grantor, does hereby grant, bargain,  
(Address)  
sell, convey and release unto Cherry County of  
(Name)

State of Nebr. - Valentine, Nebr., Grantee, its successors and  
(Address)

assigns, an easement in, over and upon the following described land situated in the  
County of Cherry, State of Nebraska, to wit:

E 1/2 SE 1/4 Section 13 T29N, R31W & E 1/2 E 1/2 Section 24, T29N, R31W  
of the 6th P.M., Cherry County, Nebr. Along the Merritt Dam Road

for the purpose of:

Removing & Replacing the existing fence line to the slopes as set  
by the SCS and the seeding, shaping & mulching of said area  
as required along the Merritt Dam Road.

STATE OF NEBRASKA, } ss  
County of Cherry }

This instrument was filed for record  
this 18 day of Aug. A. D.  
1948, at 10 o'clock A. M., and duly  
recorded in Book 31  
of 1154 at page 657

Walter J. George  
COUNTY CLERK  
DEPUTY

G JP  
N JP  
F JP  
R JP

1. In the event construction of the above described works of improvement is not commenced within One year from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.

2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.

3. There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.

4. The Grantee is responsible for operating and maintaining the above described works of improvement.

5. The Grantor and Grantee agree that \$1.00 is the fair market value of this landright and the Grantor accepts the consideration listed above of his own free will and election as full payment.

6. Special provisions:

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns, forever.\*

IN WITNESS WHEREOF the Grantor has executed this instrument on the 24 day of July, 1928.

William Hammond (SEAL)  
(Signature of Grantor)

Barbara Hammond (SEAL)  
(Signature of Grantor)

Certificate of acknowledgment or other proof of execution as provided by State law.

\*When the term of the easement is less than perpetual change "forever" to "for the term granted herein."





# Auction

Donna Schroeder Estate

See more  
pictures  
On website

**Saturday, 11:00 a.m. CDT May 31, 2025**

State Hwy 97, approx. 37 Miles South, on the Rd to Merritt Dam Valentine, NE.

**Near Mile Marker 104, Roads will be marked**



**Ranch Related Items:** 276 Ford New Holland by directional tractor, 5240 Case IH Tractor (4169 Hrs.), Bobcat 553 Skid loader, 1118 New Holland 18' head windrower (2350 Hrs.), 256 II Haybuster bale feeder, 688 New Holland Auto wrap baler, Coachman (Catalina) 2 axle pull type camper, Lund 16' Boat w/Shore Land'r trailer, Trolling motors, Floating Duck blind, Duck decoys & Waders, Plastic U boat, 1000 & 100 gal. propane tank, 2) Headgate & Squeeze chutes, Sm. Trailer (needs rebuilt), Pickup box trailer, Sm. Dirt Scraper (2 wheels), 3-Point blade, 2000 & 300 gal. fuel tanks w/stand, Shaver post pounder, Layhman stack mover (8 beam 24'), 4 round bale feeders, 2) New Holland 258 & 256 Bar rakes w/hitch, Welker 20+ ton Bulk Bin, 300 gal. fuel tank, Bar rake parts, Approximately 20 Portable panels & other gates, Metal wagon (needs tires), Torch set, Small generator, Bench Drill Press, Metal organizer cabinet, Spray tank (for 4 wheeler) and several hand held sprayers, Anvil, Craftsman 159cc self-propelled mower w/bagger (like new), Pull behind Blue Rock thrower elec., Windmill Jib, Kubota BX2350 4 WD Riding lawn mower, 2) Honda 4 Wheelers, Calf ally way, Pearson squeeze chute w/palpation cage, Wire calf cage, Chicken Plucker, Halters, Spurs, Jonsered 2065 Turbo chain saw, Chop saw, Lg. upright Air Comp., Handyman jacks, Ice auger, Battery charger, Space heaters, Lg. Camping heater, Elston gopher getter, 6' & 8' Aermotor Windmill heads complete, tails and other parts, Wheel weights, Bench grinder, Traps (long spring) Critter sled, Catch-em alive traps, Pickup topper, Barbed wire, Harrow drag, Oil barrels, Twine, Wrench sets, Sockets, Bolt fasteners, Elect. Tools, Filters, Scott's spreader, Log chain, Misc. Tires, Chicken wire new rolls, Vise, Gate closers, Batteries (old), Lg. Plastic tool tote, Ammo boxes, 2 Tap n Die Sets, 5' Step ladder, Misc. Fishing items, Scrap iron, and older posts.



## Other items not listed



## Household Antiques:

Deer and Bull horns, Metal cooler (pleasure Chest), sm. Crock, Egg Basket, sm. Wood barrel, John Wayne life size cardboard figure, Moorman's wall thermometer, Feather weight singer sewing machine, Silver Day Clock, Metal Tonka Grader/Crane, Washer & Dryer, Sm. Gun safe, some ammo, Gun case, (very nice ) Dining room Table w/6 chairs, 2) Full size bed sets, Queen bed set, Several smaller 3 & 4 drawer chests some w/mirrors, Several wall pictures, Bar stools, Picnic Table, Fire pit utensils, Box fan, 3) Propane camping lanterns, Books, Games, Snow mobile helmet w/bag.

**Lunch and Restrooms will be available on site.**

**Due to lack of good cell service, you can leave a phone bid with Dennis up until day of auction. 402-389-1645.**

**Items must be removed by June 13<sup>th</sup> no exceptions**

**Comments:** In conjunction of settling Donna Schroeder Estate, we will be selling her personal property at auction. All items need to be removed within 13 days. (Jun 13<sup>th</sup>) **Terms:** Major credit cards with 4.5% fee, cash or cashable check, and settlement required day of auction. Not responsible for accidents. Be prepared to show driver's license or ID to receive bidder number. Announcements made day of sale, take precedence over anything written or implied. All items are sold as is, where is, no warranty!

**Connot Brothers Auction**

Dennis Connot & Sons, Auctioneers

Cell: 402-389-1645



**WWW.connotbrothersauction.com**





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REALTY & AUCTION

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