

CHEYENNE COUNTY DRYLAND AUCTION

April 22, 2025

**ONLINE
ONLY
Auction**

DUE DILIGENCE PACKET



RECK AGRI
REALTY & AUCTION

reckagri.com | 970.522.7770

DUE DILIGENCE PACKET

Printed: April 3, 2025

CHEYENNE COUNTY DRYLAND AUCTION

Cheyenne County, Nebraska

TO BE SOLD AT
MULTI PARCEL AUCTION
with RESERVE

Tuesday, April 22, 2025

Bidding Opens: 8 am, MT | Bidding Closes: 12 noon, MT

FOR FURTHER INFORMATION OR FOR SHOWING BY APPOINTMENT CONTACT . . .

*Ben Gardiner, Broker Associate
or Marc Reck, Broker*



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

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Terms & Conditions

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

ONLINE BIDDING PROCEDURE: The Cheyenne County Dryland Auction will be offered for sale in 3 parcels. BIDDING WILL BE ONLINE ONLY on Tuesday, April 22, 2025. Bidding will begin @ 8:00 am MT; the auction will "soft close" @ 12:00 noon, MT. Bidding remains open on all parcels as long as there is continued bidding on 1 or more of the parcels. Bidding will close when 5 minutes have passed with no new bids on any of the parcels. Bidders may bid on any and/or all parcels at any time before bidding closes.

To bid at the online auction:

Download RECK AGRI MOBILE APP through the Apple App Store or Google Play OR visit reckagri.com and click on the Cheyenne County Dryland Auction property page to register to bid.

Your registration must be approved by Reck Agri Realty & Auction before you may bid. See Bidder Requirements below.

If you have questions regarding the bidding process and/or registration, call Reck Agri Realty & Auction at 970-522-7770.

BIDDER REQUIREMENTS: Requirements for Buyer(s) to be approved to bid online: 1.) Review and agree to the terms and conditions of the Due Diligence Packet; 2.) Provide Reck Agri Realty & Auction verification of available funds to purchase the property and/or bank loan approval letter with no contingencies, if requested.

Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker. This Due Diligence Packet may be obtained by visiting Cheyenne County Dryland Auction property page at reckagri.com or by calling Reck Agri Realty & Auction.

SALE TERMS/PROCEDURE: The Cheyenne County Dryland Auction is an online-only auction with RESERVE. Competitive bids will determine the outcome of the auction. Seller reserves the right to accept or reject any and all bids. Seller agrees not to negotiate or accept any contracts to purchase the property prior to the auction date. Bids will be taken for total purchase price, not price per acre.

SIGNING OF PURCHASE CONTRACT: Upon the conclusion of the auction, the highest bidder(s) will sign a Broker Disclosure and enter into and sign Farm, Ranch, & Land Purchase Agreement for the amount of the final bid. Required earnest money deposit to be in the form of check or wire for 15% of the purchase price, which is due upon the signing of the contract and to be deposited with Reck Agri Realty & Auction. Purchase contract will not be contingent upon financing. Terms and conditions herein and announcements shall be incorporated and made a part of the Farm, Ranch, & Land Purchase Agreement. A sample of said purchase agreement is available herein.

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 **May 23, 2025**. Closings to be conducted by Thalken Title Company and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by Warranty Deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record. Title commitments are available for review herein and title commitment and exceptions will be incorporated and made a part of the Farm, Ranch, & Land Purchase Agreement. 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. The Buyer(s) to receive a TBD title commitment herein, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the purchase price after closing. Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record.

POSSESSION: Buyer(s) will have option to take possession of the land for 2025, or Buyer(s) can continue with current tenant(s) for 2025 crop year; see each Parcel for current verbal lease arrangements. If Buyer(s) selects to take possession for 2025, upon signing of contract and the earnest money clearing, Buyer(s) may enter onto the property and complete the necessary fieldwork to plant crops. Any completion of fieldwork and planting of crops does not constitute a farm lease. If Buyer(s) defaults and doesn't close, all fieldwork, crop expenses, and earnest money is forfeited to Seller. If closing does not occur due to the default of Sellers, Sellers to reimburse Buyer(s) for fieldwork completed at custom rates and invoiced crop expenses.

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

GROWING CROPS: Parcel #2 – Seller to convey to Buyer(s) all rights and interest to the land-lord's right and interest of 52.6± acres currently planted as pursuant to the current verbal farm lease. Seller to assign all right, title, and interest to the crop insurance at time of closing. Buyer(s) to pay premium at closing.

REAL ESTATE TAXES: 2025 real estate taxes due in 2026 to be paid by Buyer(s).

FSA DETERMINATION: FSA base acres and yields to pass with the property as designated herein. Buyer(s) and Seller, at closing, to sign a Memorandum of Understanding (MOU) stating the base acres and yields.

LEGAL DESCRIPTION: Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any.

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

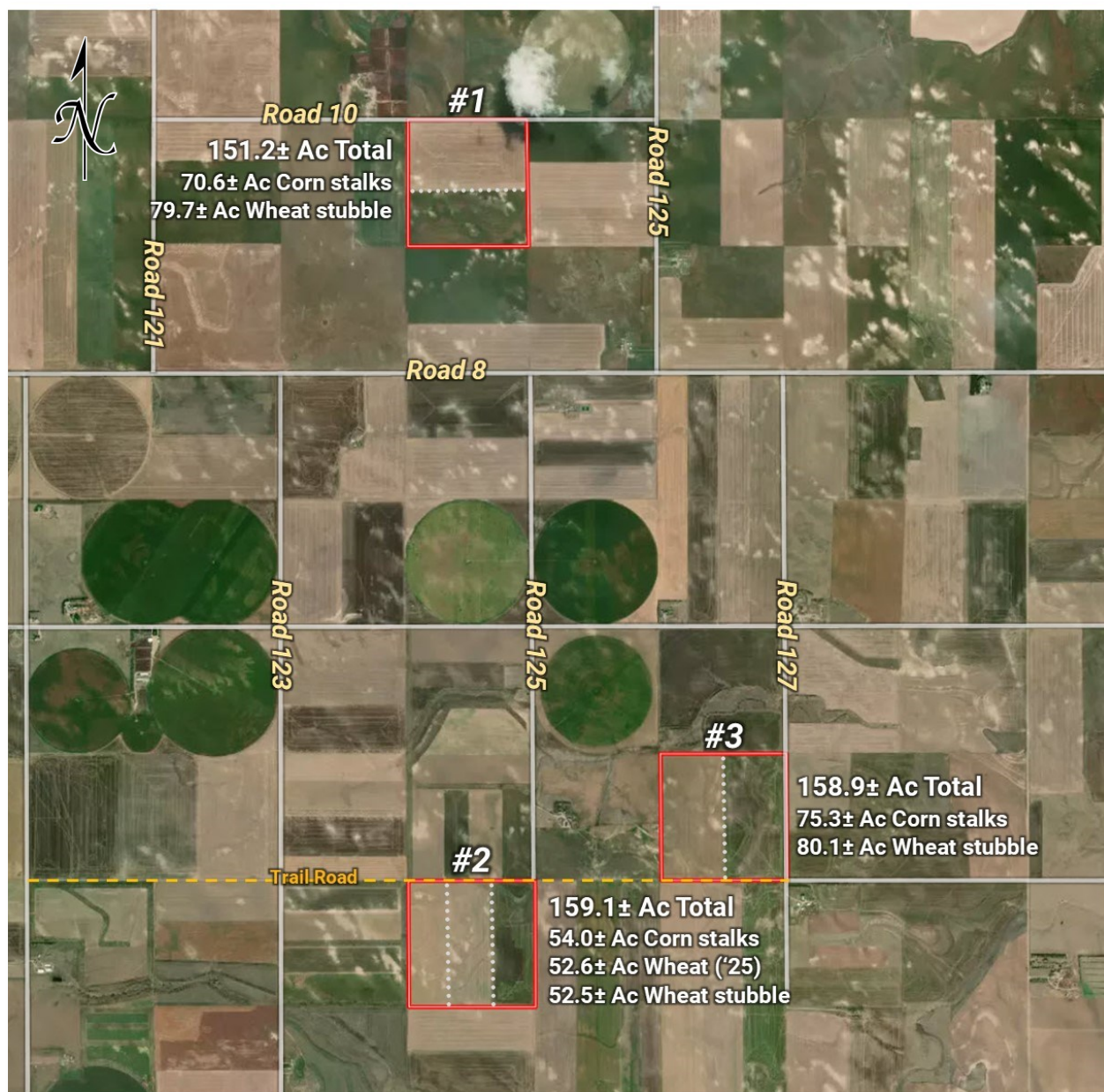
NOXIOUS WEEDS: There may be areas infested by noxious weeds. The location of and the density of noxious weeds is unknown.

ACREAGES: All stated acreages in marketing materials are approximate and are obtained from the FSA office and/or county tax records. 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 marketing materials and/or stated at the 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 any omissions, corrections, or withdrawals. Maps are not intended as a survey and are for illustrative purposes only. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a *Limited Seller's Agent*. Announcements made by Reck Agri Realty & Auction, at the time of sale will take precedence over any previously printed material or other oral statements. Reck Agri Realty & Auction does not offer broker participation for this 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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Location Map





Parcel Information

**Parcel
#1**

Legal Description:

NW1/4 of Section 31, Township 13 North, Range 48 West of the 6th PM, Cheyenne County, NE.

See Pages 21-22 for legal description, title commitment, and title exceptions.

Acreage:

150.3± Ac Dryland

.9± Ac Grass/Rds

151.2± TOTAL

Land Tenure:

Soils consists primarily of Class II & V. See Soils Map on Page 10.

Taxes & Assessments:

2024 real estate taxes paid in 2025 were: \$967.26.

FSA Information:

FSA bases: 62.60 ac wheat w/ 38 bu PLC yield, 3.10 ac oats w/ 41 bu PLC yield, 22.23 ac corn w/ 116 bu PLC yield.

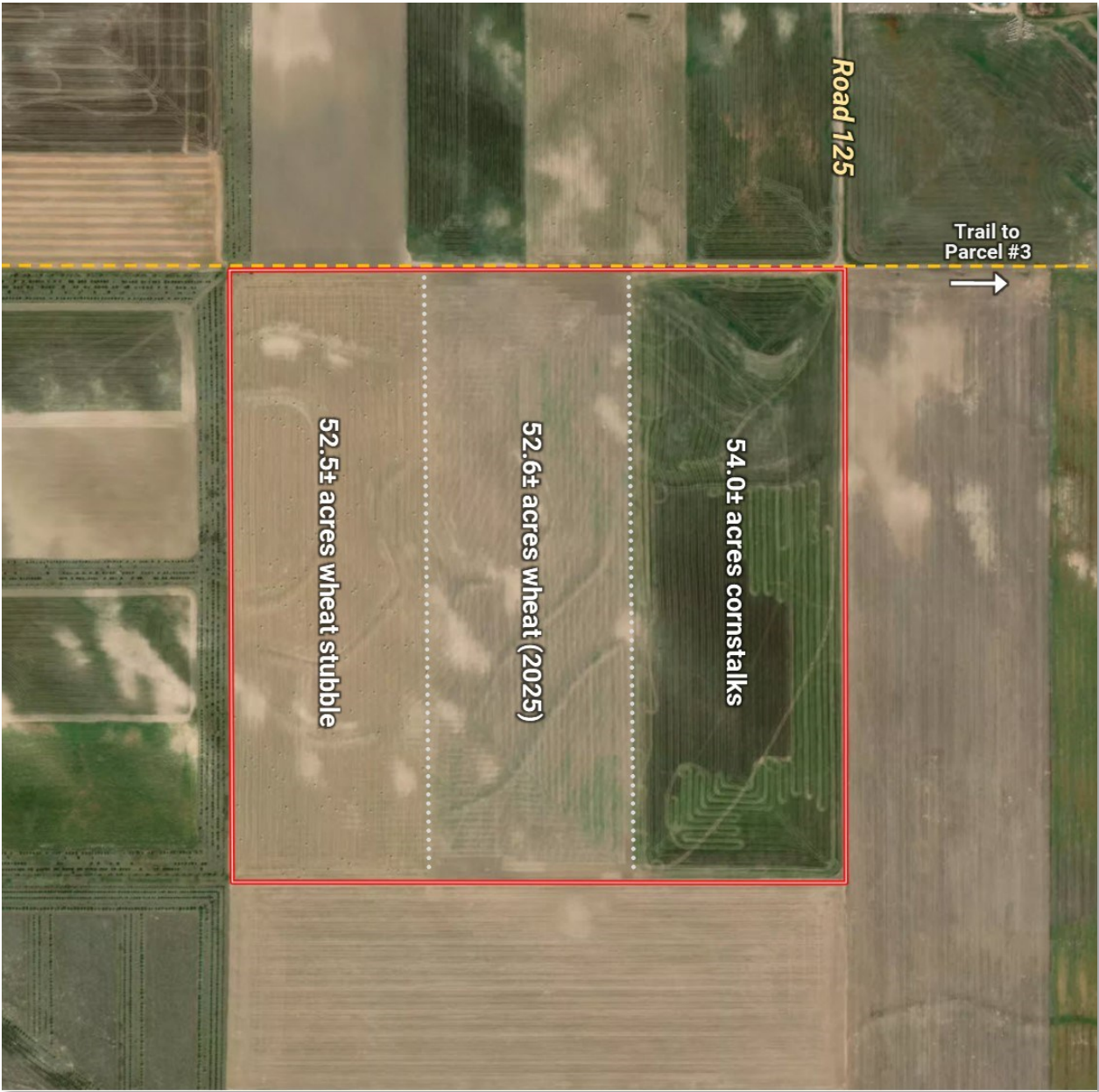
Comments:

70.6± ac cornstalks, 79.7± ac wheat stubble. Current arrangement is a crop-share with landlord receiving 1/3 of the crops and paying 1/3 of associated fertilizer expenses. Current tenant plans to plant corn in the 79.7± acres of wheat stubble for 2025—only if Buyer(s) elects to continue with current tenant.

Starting Bid:

\$135,000





Parcel Information

**Parcel
#2**

Legal Description:

NE1/4 of Section 14, Township 12 North, Range 49 West of the 6th PM, Cheyenne County, NE.
See Pages 23-25 for legal description, title commitment, and title exceptions.

Acreage:

159.1± Ac Dryland

Land Tenure:

Soils consists primarily of Class II, III & V. See Soils Map on Page 11.

Taxes & Assessments:

2024 real estate taxes paid in 2025 were: \$1,030.10.

FSA Information:

FSA bases: 66.26 ac wheat w/ 38 bu PLC yield, 3.29 ac oats w/ 41 bu PLC yield, 23.53 ac corn w/ 116 bu PLC yield.

Comments:

54.0± ac cornstalks, 52.6± ac wheat (2025), 52.5± ac wheat stubble

Seller to convey to Buyer(s) all rights and interest to the landlord's right and interest of 52.6± acres currently planted to wheat as pursuant to the current verbal farm lease. Seller to assign all right, title, and interest to the crop insurance at time of closing. Buyer(s) to pay premium at closing.

Current lease arrangement is a crop-share agreement with landlord receiving 25% of harvested crops; no chemical or fertilizer expenses owed by landlord. Current tenant is open to other arrangements if Buyer(s) elects to continue with tenant.

Starting Bid:

\$140,000



**Parcel
#3**

Parcel Map



Parcel Information

**Parcel
#3**

Legal Description:

SE1/4 of Section 12, Township 12 North, Range 49 West of the 6th PM, Cheyenne County, NE.
See Pages 26-28 for legal description, title commitment, and title exceptions.

Acreage:

155.4± Ac Dryland
3.5± Ac Grass/Rds
<hr/>
158.9± TOTAL

Land Tenure:

Soils consists primarily of Class II, III & V. See Soils Map on Page 12.

Taxes & Assessments:

2024 real estate taxes paid in 2025 were: \$1,013.80

FSA Information:

FSA bases: 64.72 ac wheat w/ 38 bu PLC yield, 3.21 ac oats w/ 41 bu PLC yield, 22.98 ac corn w/ 116 bu PLC yield.

Comments:

75.3± ac cornstalks, 80.1± ac wheat stubble

Current lease arrangement is a crop-share agreement with landlord receiving 25% of harvested crops; no chemical or fertilizer expenses owed by landlord. Current tenant is open to other arrangements if Buyer(s) elects to continue with tenant.

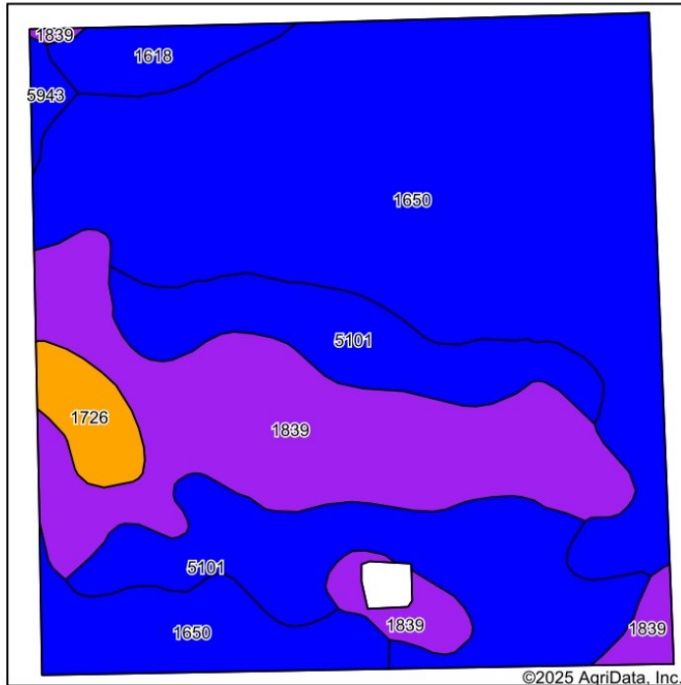
Starting Bid:

\$140,000



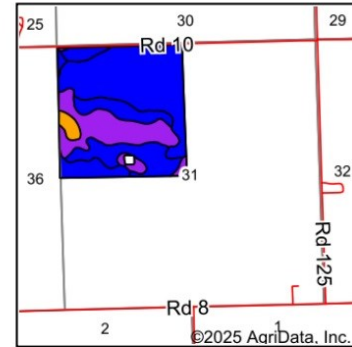
Parcel #1

Soils Map



Soils data provided by USDA and NRCS.

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State: **Nebraska**
County: **Cheyenne**
Location: **31-13N-48W**
Township: **Sidney 4B**
Acres: **150.34**
Date: **3/21/2025**

Maps Provided By:

surety
CUSTOMIZED ONLINE MAPPING
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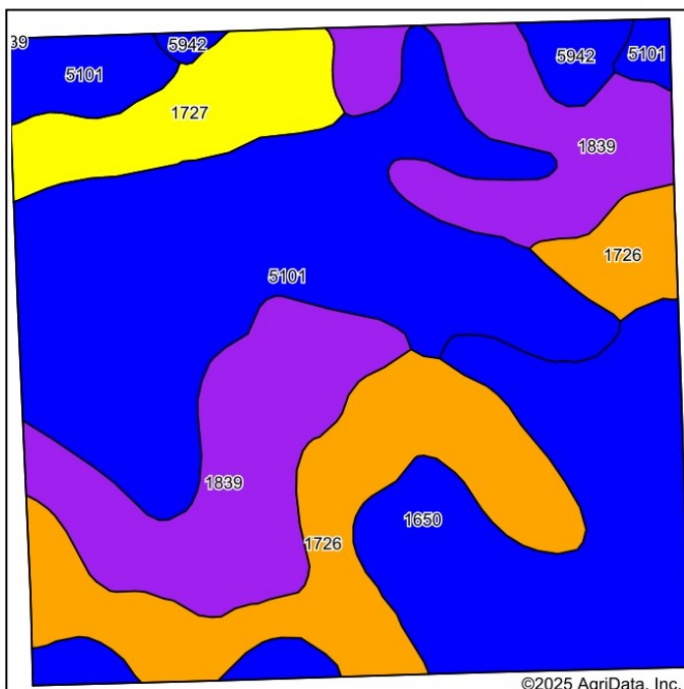


Area Symbol: NE033, Soil Area Version: 24

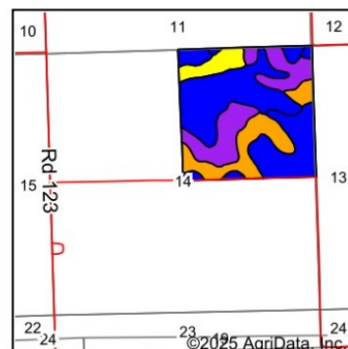
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
1650	Kuma loam, 0 to 1 percent slopes	74.92	49.9%		Ilc
1839	Sidney-Canyon complex, 3 to 9 percent slopes	34.28	22.8%		Ve
5101	Alliance loam, 1 to 3 percent slopes	32.02	21.3%		Ile
1618	Keith loam, 1 to 3 percent slopes	4.33	2.9%		Ile
1726	Rosebud loam, 1 to 3 percent slopes	3.68	2.4%		Ille
5943	Duroc loam, 1 to 3 percent slopes	1.11	0.7%		Ile
Weighted Average					2.71

Soils Map

**Parcel
#2**



Soils data provided by USDA and NRCS.



State: **Nebraska**
 County: **Cheyenne**
 Location: **14-12N-49W**
 Township: **Sidney 4B**
 Acres: **159.09**
 Date: **3/21/2025**

Maps Provided By:



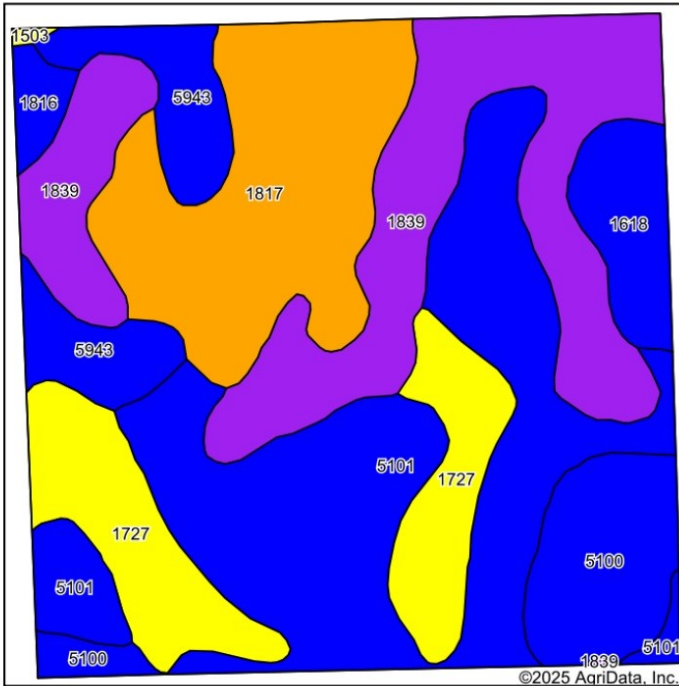
Area Symbol: NE033, Soil Area Version: 24

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
5101	Alliance loam, 1 to 3 percent slopes	51.63	32.4%		Ile
1839	Sidney-Canyon complex, 3 to 9 percent slopes	34.49	21.7%		Ve
1650	Kuma loam, 0 to 1 percent slopes	31.96	20.1%		Ilc
1726	Rosebud loam, 1 to 3 percent slopes	27.36	17.2%		IIle
1727	Rosebud loam, 3 to 6 percent slopes	10.64	6.7%		IVe
5942	Duroc loam, 0 to 1 percent slopes	3.01	1.9%		Ilc
				Weighted Average	2.96



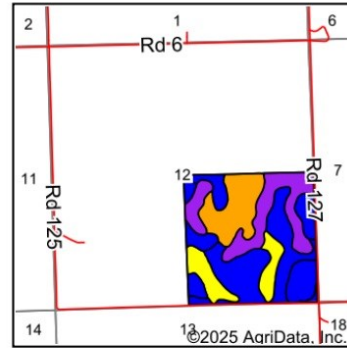
Parcel #3

Soils Map



Soils data provided by USDA and NRCS.

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State: **Nebraska**
County: **Cheyenne**
Location: **12-12N-49W**
Township: **Sidney 4B**
Acres: **155.39**
Date: **3/21/2025**

Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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Area Symbol: NE033, Soil Area Version: 24

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
5101	Alliance loam, 1 to 3 percent slopes	44.44	28.7%		Ile
1839	Sidney-Canyon complex, 3 to 9 percent slopes	34.97	22.5%		Ve
1817	Satanta loam, gravelly substratum, 3 to 6 percent slopes	26.49	17.0%		IIle
1727	Rosebud loam, 3 to 6 percent slopes	19.12	12.3%		IVe
5100	Alliance loam, 0 to 1 percent slopes	11.53	7.4%		Ilic
5943	Duroc loam, 1 to 3 percent slopes	10.34	6.7%		Ile
1618	Keith loam, 1 to 3 percent slopes	6.35	4.1%		Ile
1816	Satanta loam, gravelly substratum, 1 to 3 percent slopes	1.94	1.2%		Ile
1503	Altvan loam, 3 to 6 percent slopes	0.21	0.1%		IVe
				Weighted Average	3.09

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: April 22, 2025

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

LEGAL DESCRIPTION: Legal Description of Parcel # _____ as described in Cheyenne County Dryland Auction Due Diligence Packet Printed: April 3, 2025.

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

- 1) **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.
- 2) **CLOSING:** The closing date of the sale shall be on or before May 23, 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 Thalken Title Co. 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.
- 3) **TITLE:** Seller to pass title by Warranty Deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record. Title commitments are available for review within the Due Diligence Packet and title commitment and exceptions will be incorporated and made a part of the Farm, Ranch, & Land Purchase Agreement. 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. The Buyer(s) to receive a TBD title commitment within Due Diligence Packet, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the purchase price after closing. Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record.
- 4) **POSSESSION:** As stated in Cheyenne County Dryland Auction Due Diligence Packet Printed: April 3, 2025.

- 5) **PROPERTY CONDITION:** On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the Cheyenne County Dryland Auction Due Diligence Packet Printed: April 3, 2025, and understood and agreed to all statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the Cheyenne County Dryland Auction Due Diligence Packet Printed: April 3, 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.
- 6) **WATER RIGHTS & EQUIPMENT:** Water rights to be conveyed as stated in Cheyenne County Dryland Auction Due Diligence Packet Printed: April 3, 2025.
- 7) **GROWING CROPS:** Growing crops to be conveyed as stated in Cheyenne County Dryland Auction Due Diligence Packet Printed: April 3, 2025.
- 8) **REAL ESTATE TAXES:** See Cheyenne County Dryland Auction Due Diligence Packet Printed: April 3, 2025, for terms and conditions of real estate taxes.
- 9) **FSA DETERMINATION:** As stated in Cheyenne County Dryland Auction Due Diligence Packet Printed: April 3, 2025.
- 10) **MINERAL RIGHTS:** As stated in Cheyenne County Dryland Auction Due Diligence Packet Printed April 3, 2025.
- 11) **NOXIOUS WEEDS:** As stated in Cheyenne County Dryland Auction Due Diligence Packet Printed: April 3, 2025.
- 12) **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.
- 13) **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.
- 14) **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.
- 15) **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.
- 16) **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.

- 17) **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(s) may elect to treat this Agreement as canceled, in which case all Earnest Money received hereunder will be returned and Buyer(s) may recover such damages as may be proper. Alternatively, Buyer(s) may elect to treat this Agreement as being in full force and effect and Buyer(s) has the right to specific performance or damages, or both.

- 18) Buyer(s) is the high bidder for the Property identified herein at the Cheyenne County Dryland Auction conducted by Reck Agri Realty & Auction (hereinafter "Auction Company") for the Seller and held April 22, 2025, and in accordance with the terms and conditions of this Specific Performance Contract, the Cheyenne County Dryland Auction Due Diligence Packet Printed April 3, 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.
- 19) Buyer has reviewed and accepts the attached Thalken Title Co Title Commitment Parcel #1 by File No. 2250137, Parcel #2 by File No. 2250138, Parcel #3 by File No. 2250139 which is attached and made part of this Purchase Agreement.
- 20) Cheyenne County Dryland Auction Due Diligence Packet Printed: April 3, 2025, is incorporated and made a part of this Purchase Agreement.
- 21) This document shall be binding upon the benefit of the parties hereto, their heirs, personal representatives, successors and/or assigns.

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:

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

Listing Agent: Reck Agri Realty & Auction represents the Seller as:

☒ Limited Seller's Agent ☐ Limited Dual Agent ☐ Customer Only.

Selling Agent: Reck Agri Realty & Auction represents the Buyer as:

☐ Limited Seller's Agent ☐ Limited Dual Agent ☒ Customer Only.

Reck Agri Realty & Auction

By: _____
Ben Gardiner, Broker Assoc.

535 E Chestnut, PO Box 407

Sterling, CO 80751

Office: 970-522-7770

Fax: 970-522-7365

E-mail Address: bgardiner@reckagri.com

ACKNOWLEDGMENT (To be completed by Broker/ Associate Broker working with Seller)

Reck Agri Realty & Auction

By:_____

Associate Broker Name: Ben Gardiner
535 E Chestnut, PO Box 407
Sterling, CO 80751
Office: 970-522-7770
Fax: 970-522-7365
E-mail Address: bgardiner@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:_____
Ben Gardiner

Broker Disclosure

SEE BACK

Agency Disclosure Information for Buyers

Company: Reck Agri Realty & Auction **Agent Name:** Ben Gardiner

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:**Agent name: Ben Gardiner**

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

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.

TITLE COMMITMENTS

- ◆ Parcel #1
- ◆ Parcel #2
- ◆ Parcel #3



Chicago Title Insurance Company
Commitment for Title Insurance

Parcel
#1

SCHEDULE A

File No. 2250137

1. Commitment Date: March 24, 2025 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2021)

Amount: \$

Premium: \$

Proposed Insured: **Purchaser with contractual rights under a purchase agreement
with the vested owner identified at Item 4 below**

B. ALTA Loan Policy (2021)

Amount: \$

Premium: \$

Proposed Insured:

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:

DAVID A. NARJES

5. The Land is described as follows:

**The NW¼ of Section 31, Township 13 North, Range 48 West of the 6th P.M. in
Cheyenne County, Nebraska**

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**Chicago Title Insurance Company
Commitment for Title Insurance**

**SCHEDULE B, PART II
Exceptions**

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:

General Exceptions:

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. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions:

Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by this policy.

7. Taxes for 2024 and subsequent years.
8. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
9. No coverage is provided for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code office of the Secretary of State of the State of Nebraska.

End of Schedule B - Part 2

**Chicago Title Insurance Company
Commitment for Title Insurance**

**Parcel
#2**

SCHEDULE A

File No. 2250138

1. Commitment Date: March 24, 2025 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2021)

Amount: \$

Premium: \$

Proposed Insured: **Purchaser with contractual rights under a purchase agreement
with the vested owner identified at Item 4 below**

B. ALTA Loan Policy (2021)

Amount: \$

Premium: \$

Proposed Insured:

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:

DAVID A NARJES

5. The Land is described as follows:

**The NE¼ of Section 14, Township 12 North, Range 49 West of the 6th P.M. in
Cheyenne County, Nebraska**

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**Chicago Title Insurance Company
Commitment for Title Insurance**

SCHEDULE B, PART II

Exceptions

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:

General Exceptions:

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. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions:

Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by this policy.

7. Taxes for 2024 and subsequent years.
8. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
9. No coverage is provided for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code office of the Secretary of State of the State of Nebraska.
10. All reservations as reserved in Patents issued by the United States of America and any and all reservations for minerals of any kind and type whatsoever and mineral conveyances and all rights arising from recorded or unrecorded oil, gas or other mineral leases of any kind and type whatsoever; and any mortgages and/or trust deeds wherein said mineral rights or oil and gas are used as security.
11. Reservation of all oil, gas and other minerals, shown in the Warranty Deed dated January 15, 1980 and recorded January 15, 1980 in Book "111", Page 281 of the Deed records of Cheyenne County, Nebraska.

End of Schedule B - Part 2

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WARRANTY DEED

BOOK 111 PAGE 281

EWALD R. BRAUER and GENEVIEVE A. BRAUER, husband and wife,

, Grantor, whether one or more,

in consideration of EXCHANGE OF REAL ESTATE

....., receipt of which is hereby acknowledged, conveys to

BERNIECE NARIES

, Grantee,

the following described real estate (as defined in Neb. Rev. Stat. § 76-201) in

Cheyenne

County, Nebraska:

The Northeast Quarter (NE/4) of Section Fourteen (14), Township Twelve (12) North, Range Forty-nine (49), West of the 6th P.M.,
excepting and reserving unto the grantors all oil, gas and other minerals in and unde said premises.

Grantor covenants (jointly and severally, if more than one) with the Grantee that Grantor:

- (1) is lawfully seised of such real estate and that it is free from encumbrances
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons.

Executed: January 15, 1980.

NEBRASKA DOCUMENTARY
STAMP TAX

JAN 15 1980

By [Signature]
 [Signature]

[Signature]
Ewald R. Brauer

[Signature]
Genevieve A. Brauer

State of Nebraska

County of Cheyenne

The foregoing instrument was acknowledged before me on January 15, 1980,
 by Ewald R. Brauer and Genevieve A. Brauer, husband and wife

Notary Public



[Signature]
 Notary Public

5056

STATE OF NEBRASKA

County of Cheyenne

Filed for record and entered in Numerical Index on Jan 15, 1980

at 3 o'clock P.M., and recorded in Deed Record 111 Page 281

Walter Matzke, Matzke By: [Signature]
 County or Deputy County Clerk
 Register of Deeds or Deputy Register of Deeds

Chicago Title Insurance Company
Commitment for Title Insurance

Parcel
#3

SCHEDULE A

File No. 2250139

1. Commitment Date: March 24, 2025 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2021)

Amount: \$

Premium: \$

Proposed Insured: **Purchaser with contractual rights under a purchase agreement
with the vested owner identified at Item 4 below**

B. ALTA Loan Policy (2021)

Amount: \$

Premium: \$

Proposed Insured:

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:

DAVID A. NARJES

5. The Land is described as follows:

**The SE¼ of Section 12, Township 12 North, Range 49 West of the 6th P.M. in
Cheyenne County, Nebraska**

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**Chicago Title Insurance Company
Commitment for Title Insurance**

SCHEDULE B, PART II

Exceptions

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:

General Exceptions:

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. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions:

Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by this policy.

7. Taxes for 2024 and subsequent years.
8. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
9. No coverage is provided for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code office of the Secretary of State of the State of Nebraska.
10. All reservations as reserved in Patents issued by the United States of America and any and all reservations for minerals of any kind and type whatsoever and mineral conveyances and all rights arising from recorded or unrecorded oil, gas or other mineral leases of any kind and type whatsoever; and any mortgages and/or trust deeds wherein said mineral rights or oil and gas are used as security.
11. Reservation of all oil, gas and other minerals, shown in the Warranty Deed dated April 29, 1977 and recorded May 2, 1977 in Book "107", Page 567 of the Deed records of Cheyenne County, Nebraska.

End of Schedule B - Part 2

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

STATE OF NEBRASKA, County of Cheyenne
Filed for record and entered in Numerical Index
on May 2, 1977 at 10:00 o'clock P.M.
and recorded in Deed Record 107 Page 567

BOOK 107 PAGE 567

Robert H. Hark
County Clerk or
Register of Deeds

By Alvin Naries
Deputy County Clerk or
Deputy Register of Deeds



WARRANTY DEED



78382

ALVIN NARIES and GLADYS NARIES, husband and wife

In consideration of Reconveyance of Property

received from grantor Alvin Naries, husband and wife to DAVIDA NARIES

herein called the grantee (whether one or more) the following described real property in
Cheyenne County, Nebraska:

The Southeast Quarter (SE 1/4) and the West Half (W 1/2) of
Section Twelve (12), Township Twelve (12) North, Range
Forty-nine (49) West of the 6th P.M.

EXCEPTING AND RESERVING, HOWEVER, all oil, gas and other
minerals in and under and which may be produced from said
above described land.

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 heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns
that grantor is lawfully seised of said premises; that they are free from encumbrance.

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will
defend the title to said premises against the lawful claims of all persons whomsoever.

Dated April 29th, 1977.

Alvin Naries
Gladys Naries

STATE OF NEBRASKA, County of Cheyenne

Before me, a notary public qualified for said county, personally came

Alvin Naries and Gladys Naries, husband and
wife.

known to me to be the identical person or persons who signed the
foregoing instrument and acknowledged the execution thereof to be his,
her or their voluntary act and deed.

Witness my hand and notarial seal on April 29th, 1977.



Gerald E. Matzke Notary Public
My commission expires July 24, 1980

Form 2.2 Approved by Nebraska State Bar Association

Patton & Wolf Co., Lincoln, Neb.

Martin Naries Matzke
3.25 Fee



RECK AGRI
REALTY & AUCTION

535 E Chestnut | PO Box 407
Sterling, CO 80751
970.522.7770
reckagri.com