

KEIM CRP AUCTION

December 4, 2025

**ONLINE
ONLY
Auction**

DUE DILIGENCE PACKET



RECK AGRI
REALTY & AUCTION

reckagri.com | 970.522.7770

DUE DILIGENCE PACKET

Printed: November 18, 2025

KEIM CRP AUCTION

Morrill County, Nebraska

TO BE SOLD AT

SINGLE PARCEL AUCTION
with NO RESERVE

Thursday, December 4, 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 Keim CRP Auction will be offered for sale in 1 parcel with NO RESERVE. BIDDING WILL BE ONLINE ONLY on Thursday, December 4, 2025. Bidding will begin @ 8:00 am MT; the auction will "soft close" @ 12:00 noon, MT. Bidding remains open on the parcel as long as there is continued bidding (each new bid resets the timer to 5 minutes). Bidding will close when 5 minutes have passed with no new bids. Bidders may bid at any time before time expires.

To bid at the online auction:

1. Download RECK AGRI MOBILE APP through the Apple App Store or Google Play OR visit reckagri.com and click on the Keim CRP Auction property page to register to bid.
2. Your registration must be approved by Reck Agri Realty & Auction before you may bid. See Bidder Requirements below.
3. 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 this 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 by broker. Bidding increments are at the discretion of the Broker.

Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. To register to bid, Buyer(s), prior to the auction, must review and accept this Due Diligence Packet with the full auction terms and conditions, property description, pertinent information, title commitment, and sample contract.

TERMS: Upon the conclusion of the auction, the highest bidder(s) will sign a Brokerage Disclosure and enter into and sign *Farm, Ranch, & Land Purchase Agreement* for the amount of the bid. Required earnest money is 15% of the total 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*. Sample of said purchase agreement is available herein.

CLOSING: Buyer 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 **December 31, 2025**. Closing 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 Personal Representative's Deeds 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 commitment is available 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). Buyer(s) to pay for cost of loan title insurance policy, if applicable. The Buyer(s) to receive a TBD title commitment herein, an updated title commitment after the auction with Buyer(s) name, lender, purchase price, and all supplements and additions thereto, and an owner's title insurance policy after closing in an amount equal to the purchase price. 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: Upon closing.

PROPERTY CONDITION: All prospective buyers should verify 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: None

CRP: Seller to convey all right, title, and interest to the existing CRP contract(s) to the Buyer(s) as successor in interest. Seller to convey 100% of the October 2026 CRP payment. Buyer(s) assumes responsibility of the maintenance of the CRP acres, the obligations of the CRP contract(s), and agree to enter into new CRP contract(s) within 60 days after the closing. Buyer(s) assumes responsibility for the costs and penalties if Buyer(s) chooses to terminate the existing contract(s).

OPEN FIELDS & WATERS/PUBLIC HUNTING AGREEMENTS: Seller to convey all future payments from Open Fields & Waters and Nebraska Community Access Partnership (NCAP) contracts to Buyer(s). Buyer(s) to be responsible for any penalties if Buyer(s) chooses to terminate existing agreements.

REAL ESTATE TAXES: 2025 real estate taxes due in 2026 to be paid by Seller, at closing. 2026 real estate taxes and thereafter paid by Buyer(s).

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

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).

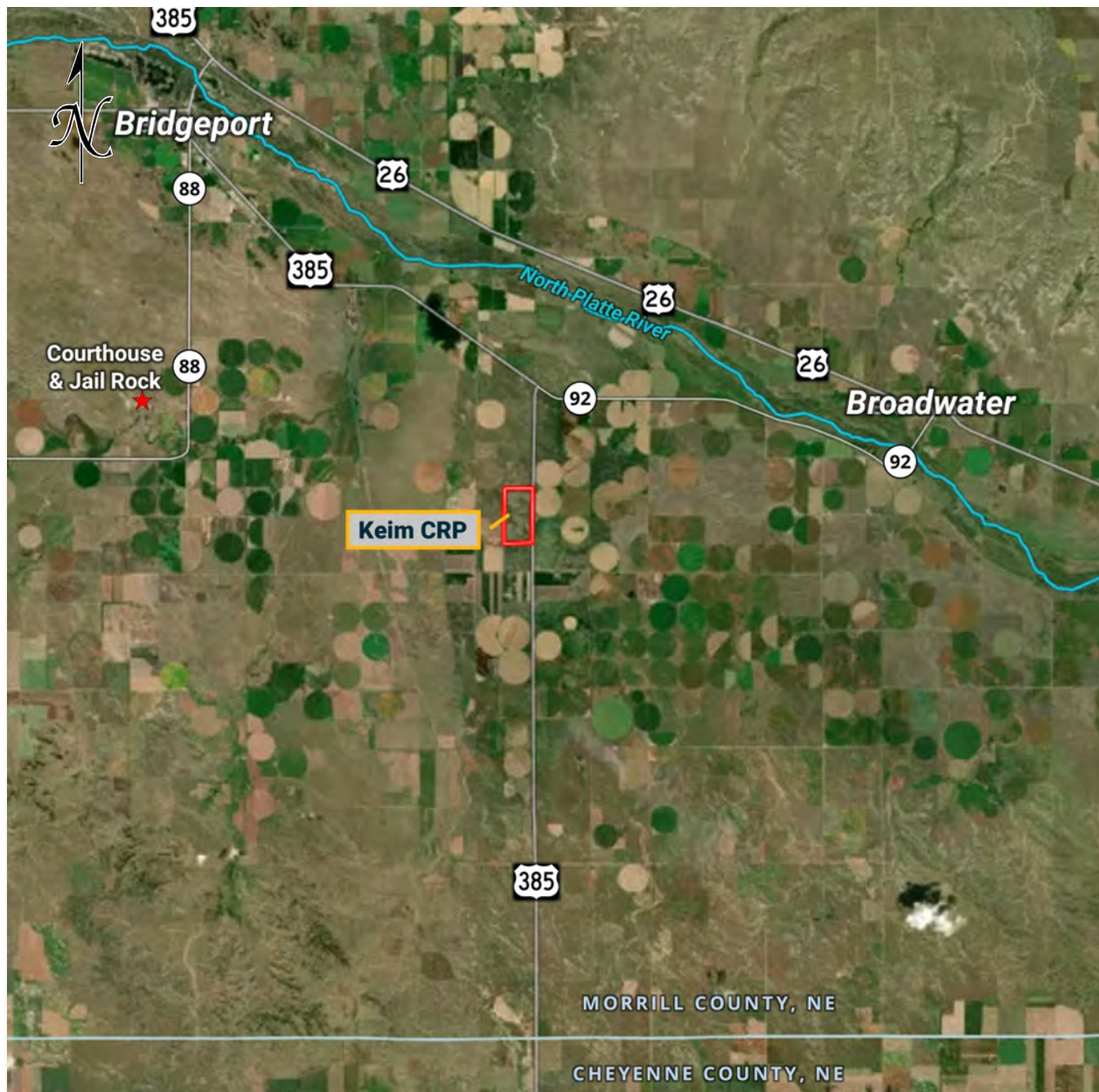
NOXIOUS WEEDS: There may be areas infested by noxious weeds. The location of and the density of noxious weeds is unknown.

ACREAGES: All stated acreages in marketing materials, this DDP, and/or visual presentation at the auction 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 herein 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 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. Announcements made by Reck Agri Realty & Auction, at the time of sale will take precedence over any previously printed material or other 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.

COPYRIGHT: Photographs, Videos, Color Brochure & Due Diligence Packet are property of Reck Agri Realty & Auction and cannot be reproduced without permission.

Location Map



Parcel Map



Parcel Information

Legal Description:

SE1/4 of Section 32, Township 19 North, Range 49 West and NE1/4 of Section 5, Township 18 North, Range 49 West of the 6th PM, Morrill County, NE.

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

Acreage:

261.1± Ac CRP

21.2± Ac Trees

9.1± Ac Roads

291.4± TOTAL

Soils:

See Soils Map on Page 6 and Topography Map on Page 7.

Taxes & Assessments:

2024 real estate taxes paid in 2025 were: \$1,684.74.

FSA Information:

CRP Contract #11474 on 261.14 ac @ \$30.43/ac. (\$7,946/year); expires 9/30/2033.
See Page 8 for copy of contract.

Open Fields & Waters:

One-time incentive payment for public access of \$6,528.50—paid in March 2026 (Nebraska Community Access Partnership). Annual payment of \$1,496.15 (\$5.00/ac. on 299.23 acres) for 5 years if kept in OFW program. See Page 9 for copy of the NCAP contract. For questions regarding these programs contact: Madison Fell (308) 249-2055.

Comments:

Older well (unregistered): well was recently checked by Fisher Well Service. Windmill, pipe and pump need replaced, but static water level was 55'.

Some older implements/farm equipment is in the process of being removed from the property. Any personal property remaining on the premises as of December 1, 2025 will become property of the Buyer(s). No warranty of any personal property is being made by Seller.

There is an existing data tower and lease agreement with Titan Machinery, Inc. Titan pays \$750/year. See Pages 10-11 for copy of agreement.

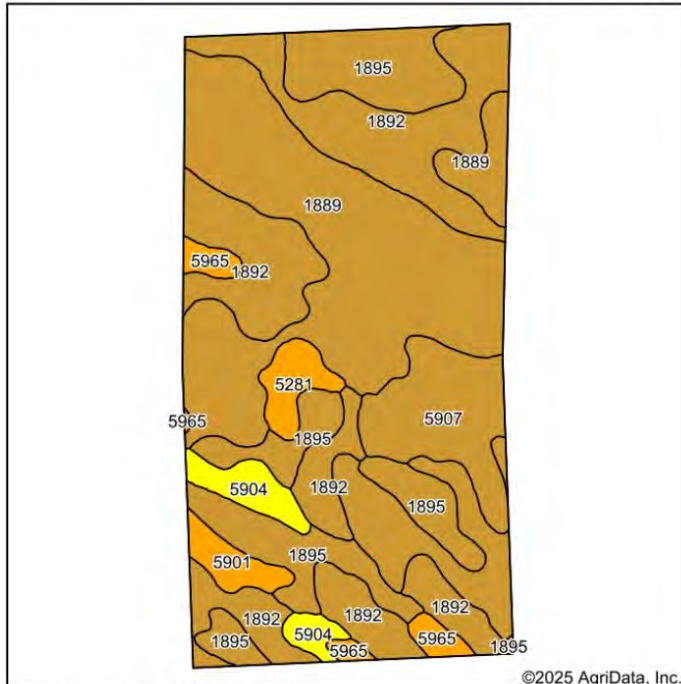
Electricity available along Highway 385.

Starting Bid:

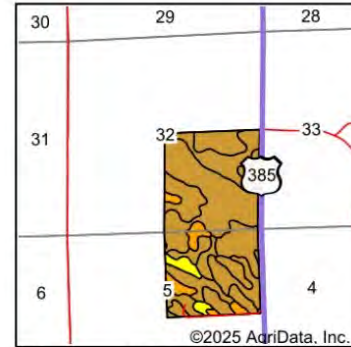
\$175,000



Soils Map



Soils data provided by USDA and NRCS.



State: **Nebraska**
 County: **Morrill**
 Location: **32-19N-49W**
 Township: **East Camp Clarke**
 Acres: **291**
 Date: **10/21/2025**

Maps Provided By:

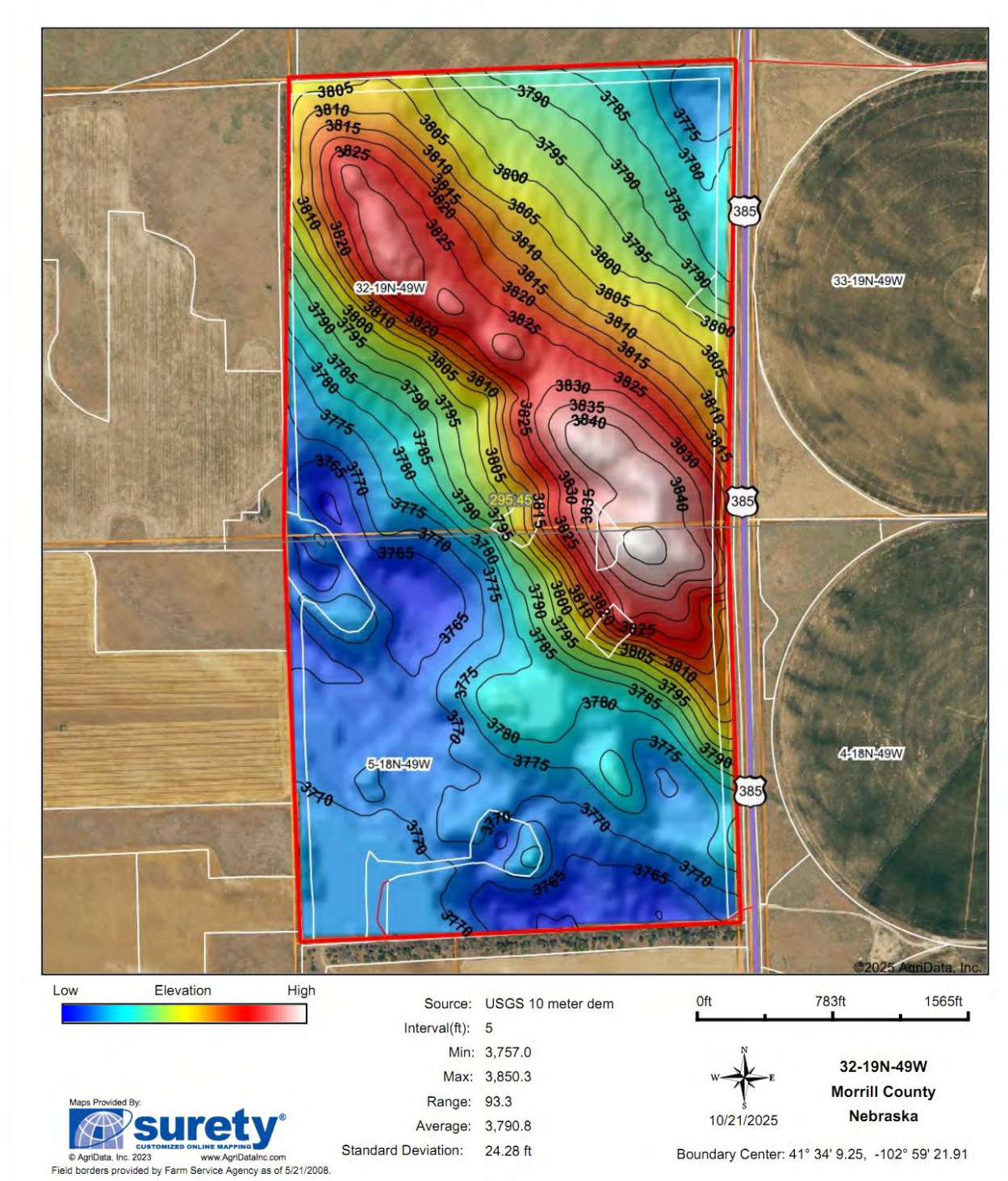
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2023 www.AgriDataInc.com



Area Symbol: NE123, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Irrigated Bu
1889	Valent fine sand, rolling	110.46	37.9%		Vle	
1892	Valent loamy fine sand, 3 to 9 percent slopes	80.28	27.6%		Vle	
1895	Valent loamy sand, 0 to 3 percent slopes	50.03	17.2%		Vle	
5907	Alice-Dix complex, 6 to 20 percent slopes	22.96	7.9%		Vle	
5904	Alice loamy fine sand, 0 to 3 percent slopes	9.26	3.2%		IVe	120
5281	Vetal fine sandy loam, 0 to 3 percent slopes	6.42	2.2%		IIle	
5965	Jayem fine sandy loam, 0 to 3 percent slopes	6.10	2.1%		IIle	
5901	Alice fine sandy loam, 0 to 3 percent slopes	5.49	1.9%		IIle	129
Weighted Average					5.75	6.3





Topography Map



CRP Contract

CRP-1 (07-06-20) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT		1. ST. & CO. CODE & ADMIN. LOCATION 31 123		2. SIGN-UP NUMBER 59	
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) MORRILL COUNTY FARM SERVICE AGENCY PO BOX 609 BRIDGEPORT, NE 69336-0609		3. CONTRACT NUMBER 11474		4. ACRES FOR ENROLLMENT 261.14	
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (308) 262-1313		6. TRACT NUMBER 10253		7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10-01-2023 09-30-2033	
8. SIGNUP TYPE: HEL Nebraska					
<p>THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.</p>					
9A. Rental Rate Per Acre \$ 30.43		10. Identification of CRP Land (See Page 2 for additional space)			
9B. Annual Contract Payment \$ 7,946.00		A. Tract No.	B. Field No.	C. Practice No.	D. Acres
9C. First Year Payment \$		10253	0048	CP1	261.14
(Item 9C is applicable only when the first year payment is prorated.)					E. Total Estimated Cost-Share \$ 13,057.00
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)					
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) FRANCES E KEIM 320 E 42ND ST APT W216 SCOTTSBLUFF, NE 69361-1695		(2) SHARE 100.00 %	(3) SIGNATURE (By) <i>Mark A Keim</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY POA	(5) DATE (MM-DD-YYYY) 6-16-23
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE <i>Melissa Rysle</i>			B. DATE (MM-DD-YYYY) 09-21-2023
<p>NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.</p> <p>Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</p> <p>In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.</p> <p>Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.</p> <p>To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.</p>					

Nebraska Community Access Partnership (NCAP)

   **NEBRASKA** ON  **HUNT**
- GAME PARKS -

Contract Number: _____
OFW Agreement Number: 1089
This project is in a POA: ☒

Nebraska Community Access Partnership (NCAP) – Ogallala Initiative Contract

Frances Keim	602 J Street	Bridgeport, NE 69336
Cooperator	Mailing Address	City, State, Zip

Cooperator Contact: <u>308-279-0414</u>	Email	Biologist: <u>Madison Fell</u>
Phone #		Name

Acres: 261.14 County: Morrill Within 60 miles of Ogallala (Yes/No) No

- The Cooperator agrees to enter into an Open Fields and Waters (OFW) contract with the Nebraska Game and Parks Commission and Pheasants Forever, Inc. for a period of (5) years. Early termination of the OFW will require the cooperator to return all monies paid to the Cooperator by Pheasants Forever to Pheasants Forever. By initialing Cooperator acknowledges this condition.

Cooperator Initials MAJ

- Haying or Grazing only allowed when followed by a management activity. Producers will be required to reimburse Pheasants Forever, Inc. for the \$25/ac payment on traditional CRP acres if haying or grazing occurs outside of an approved management activity.

Cooperator Initials MAJ

- Grazing of rangeland acres allowed provided adequate upland game habitat remains.

Cooperator Initials MAJ

- Please refer to the attached Open Fields and Waters contract for additional information.

- Pheasants Forever agrees to pay the cooperator a onetime signup incentive for providing acres of access open to public hunting.

CRP Acres 261.14 X \$25/ac = \$ 6,528.5

Non-CRP Acres 0 X \$10/ac = \$ 0

Total Contract Payment: \$ 6,528.5

Contract Start Date: 8/1/2025 End Date: 7/31/2030 Expected Payment Year: 2026

One-time payment made after the first upland hunting season of the contract. Payments typically made in Spring.

Data Tower Lease

LEASE AGREEMENT

(Tower Constructed on Lessor's Property)

This Agreement made and entered into on 9/12/2025, by and between Titan Machinery Inc., Scottsbluff (herein referred to as "Lessee"), and Estate of David Keim, NE 69363 (herein referred to as "Lessor").

RECITALS

A. Lessor and Lessee previously entered into an agreement dated _____, granting Lessee the right to construct, maintain, and operate a RTK transmission tower ("Tower") located at 41.5683807, -102.98591081388889 (the "Leased Site").

B. The parties desire to affirm the Lease under the terms and conditions stated herein.

AGREEMENT

1. **Leased Premises.** Lessor shall have the right to enter upon the Leased Site for the installation, operation and maintenance of the Tower and related communications equipment at all reasonable times. Lessee shall advise Lessor of its desire to enter upon the premises before doing so. No other purposes of the Leased Site are permitted without the written consent of Lessor.

2. **Term.** The term of this Lease shall run from January 1st to December 31st of each year, and shall automatically renew for an additional 12 months unless either party gives the other party written notice of termination on or before September 1st of each year.

3. **Rent.** Lessee agrees to pay to Lessor as rent for the demised premises the sum of \$ 750.00 payable on or before January 15th of each lease year.

4. **Compliance with Laws; Maintenance; Restrictions.** Lessee shall comply with and obey all laws and regulations or orders of any government authority or agency. Lessee shall maintain its property, at its own cost and expense. Lessee shall keep the Leased Site free from any liens. Lessee shall not cause, or permit agents, employees, or invitees to cause any Hazardous Substance to be used, stored, generated, or disposed of on or about the Leased Site.

5. **Assignment & Subletting.** Lessee shall not assign this Lease in whole or in part, nor sublease all or any part of the Leased Site, without the prior written consent of Lessor.

6. **Insurance.** During the lease term, Lessee shall maintain workers' compensation insurance, commercial liability and property damage insurance in amounts sufficient to insure against risks related to the Tower, equipment and related activities.

7. **Lessor's Non-Liability and Indemnification.**

(a) Lessor or its agents shall not be liable for any injury or damage to Lessee's

property, employees, agents or invitees unless caused by or due solely to the negligence of Lessor, its agents, or employees.

(b) Lessee covenants to indemnify and save Lessor and its agents harmless from and against any and all liability, damages, expenses, fees, penalties, actions, suits, costs, claims, or judgments arising from injury during the lease term to persons or property, to the extent caused by any act or acts, omission or omissions of Lessee, its employees, agents or invitees.

8. **Surrender of Premises.** At the end of the lease term or any renewal thereof or upon sooner termination of the Lease, Lessee will peaceably deliver to Lessor possession of the Leased Premises, and in the same condition received.

9. **Miscellaneous.** This Lease shall be governed by the laws of the State of Nebraska. It is agreed that Lessor has not made any statements, promises or agreement or taken upon itself any engagement whatsoever verbally or in writing in conflict with the terms of this Lease or that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions and that no obligations of Lessor shall be implied in addition to the obligations herein stated. This Lease shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the Lessor and Lessee.

10. **Notice.** All rental payments, reports, and notices required or furnished hereunder shall be mailed as follows unless such addresses are changed by notice in writing:

Lessee: Titan Machinery Inc.
ATTN: General Counsel
644 East Beaton Drive
West Fargo ND 58078
Phone: (701) 356-0130

Lessor: Estate of David Keim
PO Box 218 602 J Street
Scottsbluff, NE 69363
Bridgeport, NE 69336

IN WITNESS WHEREOF, the parties have executed this Lease on the 12th day of September, 2025.

LESSEE:

LESSOR:

Titan Machinery Inc.

By: [Signature]

Mark A. Keim PR

Its: _____

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: December 4, 2025

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

1.) **LEGAL DESCRIPTION:** Legal Description of Parcel as described in Keim CRP Auction Due Diligence Packet Printed: November 18, 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 Keim CRP Auction Due Diligence Packet Printed: November 18, 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 December 31, 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 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 Personal Representative's Deeds 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). Buyer(s) to pay for cost of loan title insurance policy, if applicable. The Buyer(s) to receive a TBD title

Page 1 of 5

commitment within Due Diligence Packet, updated title commitment after the auction with Buyer(s) name, lender, purchase price, and all supplements and additions thereto, and an owner's title insurance policy after closing in an amount equal to the purchase price. 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.

6.) POSSESSION: As stated in Keim CRP Auction Due Diligence Packet Printed: November 18, 2025.

7.) PROPERTY CONDITION: On or before the date of the Auction, the Buyer(s) had the opportunity to physically inspected the Property, the Keim CRP Auction Due Diligence Packet Printed: November 18, 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 Keim CRP Auction Due Diligence Packet Printed: November 18, 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 Keim CRP Auction Due Diligence Packet Printed: November 18, 2025.

9.) GROWING CROPS: Growing crops to be conveyed as stated in Keim CRP Auction Due Diligence Packet Printed: November 18, 2025.

10.) REAL ESTATE TAXES: See Keim CRP Auction Due Diligence Packet Printed: November 18, 2025, for terms and conditions of real estate taxes.

11.) CRP CONTRACTS Seller to convey all right, title, and interest to the existing CRP contract(s) to the Buyer(s) as successor in interest. Seller to convey 100% of the October 2026 CRP payment. Buyer(s) assumes responsibility of the maintenance of the CRP acres, the obligations of the CRP contract(s), and agree to enter into new CRP contract(s) within 60 days after the closing. Buyer(s) assumes responsibility for the costs and penalties if Buyer(s) chooses to terminate the existing contract(s).

12.) OPEN FIELDS & WATERS/PUBLIC ACCESS CONTRACT: Seller to convey all future payments from Open Fields & Waters and Nebraska Community Access Partnership (NCAP) contracts to Buyer(s).

13.) 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.

14.) FSA DETERMINATION: As stated in Keim CRP Auction Due Diligence Packet Printed: November 18, 2025.

15.) MINERAL RIGHTS: As stated in Keim CRP Auction Due Diligence Packet Printed: November 18, 2025.

16.) NOXIOUS WEEDS: As stated in Keim CRP Auction Due Diligence Packet Printed: November 18, 2025.

17.) 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. 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.

18.) 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.

19.) 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.

20.) 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.

21.) 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.

22.) 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.

23.) Buyer(s) is the high bidder for the Property identified herein at the Keim CRP Auction conducted by Reck Agri Realty & Auction (hereinafter "Auction Company") for the Seller and held December 4, 2025, and in accordance with the terms and conditions of this Specific Performance Contract, the Keim CRP Auction Due Diligence Packet Printed November 18, 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.

24.) Buyer has reviewed and accepts the attached Thalken Title Co Title Commitment File No. 2250463 which is attached and made part of this Purchase Agreement.

25.) Keim CRP Auction Due Diligence Packet Printed: November 18, 2025, is incorporated and made a part of this Purchase Agreement.

26.) 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 representing the Seller as:
[X] Limited Seller's Agent [] Limited Dual Agent [] Customer Only.

Selling Agent: Reck Agri Realty & Auction is representing the Buyer as:
[] Limited Buyer's Agent [] Limited Dual Agent [X] 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/Associate Broker working with Buyer)

Reck Agri Realty & Auction

By:_____

Broker/ 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

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

Reck Agri Realty & Auction

By:_____

Broker/ 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

Brokerage 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

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 Commitment



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

SCHEDULE A

File No. 2250463

1. Commitment Date: October 27, 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:

**MARK KEIM, Personal Representative in the Matter of the Estate of
FRANCES E. KEIM, Deceased, as to an undivided one-half interest;**

**MARK KEIM, Personal Representative in the Matter of the Estate of
DAVID L. KEIM, Deceased, as to an undivided one-half interest;**

5. The Land is described as follows:

**That part of the NE¼ of Section 5, Township 18 North, Range 49 West of the 6th
P.M., in Morrill County, Nebraska, lying west of the U.S. Highway No. 385 right-of-
way, and**

**That part of the SE¼ of Section 32, Township 19 North, Range 49 West of the 6th
P.M., in Morrill County, Nebraska, lying west of the U.S. Highway No. 385 right-of-
way**

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 2025 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.

End of Schedule B - Part 2



RECK AGRI
REALTY & AUCTION

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