

# WESTERN PERKINS COUNTY DRYLAND AUCTION

February 18, 2026

**ONLINE  
ONLY  
Auction**

DUE DILIGENCE PACKET



reckagri.com | 970.522.7770



# **DUE DILIGENCE PACKET**

Printed: January 28, 2026

## ***WESTERN PERKINS COUNTY DRYLAND AUCTION***

*Perkins County, Nebraska*

TO BE SOLD AT  
MULTI PARCEL AUCTION  
with RESERVE

**Wednesday, February 18, 2026**

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

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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

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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.***

**ONLINE BIDDING PROCEDURE:** The Western Perkins County Dryland Auction will be offered for sale in 3 parcels with RESERVE. BIDDING WILL BE ONLINE ONLY on Wednesday, February 18, 2026. 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 AGRICULTURE MOBILE APP through the Apple App Store or Google Play OR visit [reckagri.com](http://reckagri.com) and click on the Western Perkins 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 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 by Broker.

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. A Due Diligence Packet may be obtained by visiting Western Perkins County Dryland Auction property page at [reckagri.com](http://reckagri.com) or by calling Reck Agri Realty & Auction.

**SALE TERMS/PROCEDURE:** The Western Perkins County Dryland Auction is an online only auction with RESERVE and will be offered as 3 parcels—not in combination. 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 accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price for each parcel, not price per acre.

**SIGNING OF PURCHASE CONTRACT:** Immediately following the closing of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a Farm, Ranch, & Land Purchase Agreement for the amount of the final 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 Thalken Title Company prior to closing and applied toward the total purchase price. Purchase contract will not be contingent upon financing. Terms and conditions of this Due Diligence Packet and announcements shall be incorporated and made a part of the contract. Sample contract 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 March 20, 2026. 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) will receive a TBD title commitment in the purchase agreement, an updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after the auction, and a final 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:** Upon closing. Current written farm leases expire 2/28/26.

**GROWING CROPS:** None.

**PROPERTY CONDITION:** Prospective Buyers 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.

**REAL ESTATE TAXES:** Buyer(s) will be responsible for all of the 2026 real estate taxes due in 2027 and thereafter.

**FSA DETERMINATION:** FSA base acres and yields to pass with the Parcels as designated herein. Buyer(s) and Seller, at closing, to sign a memorandum of understanding 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).

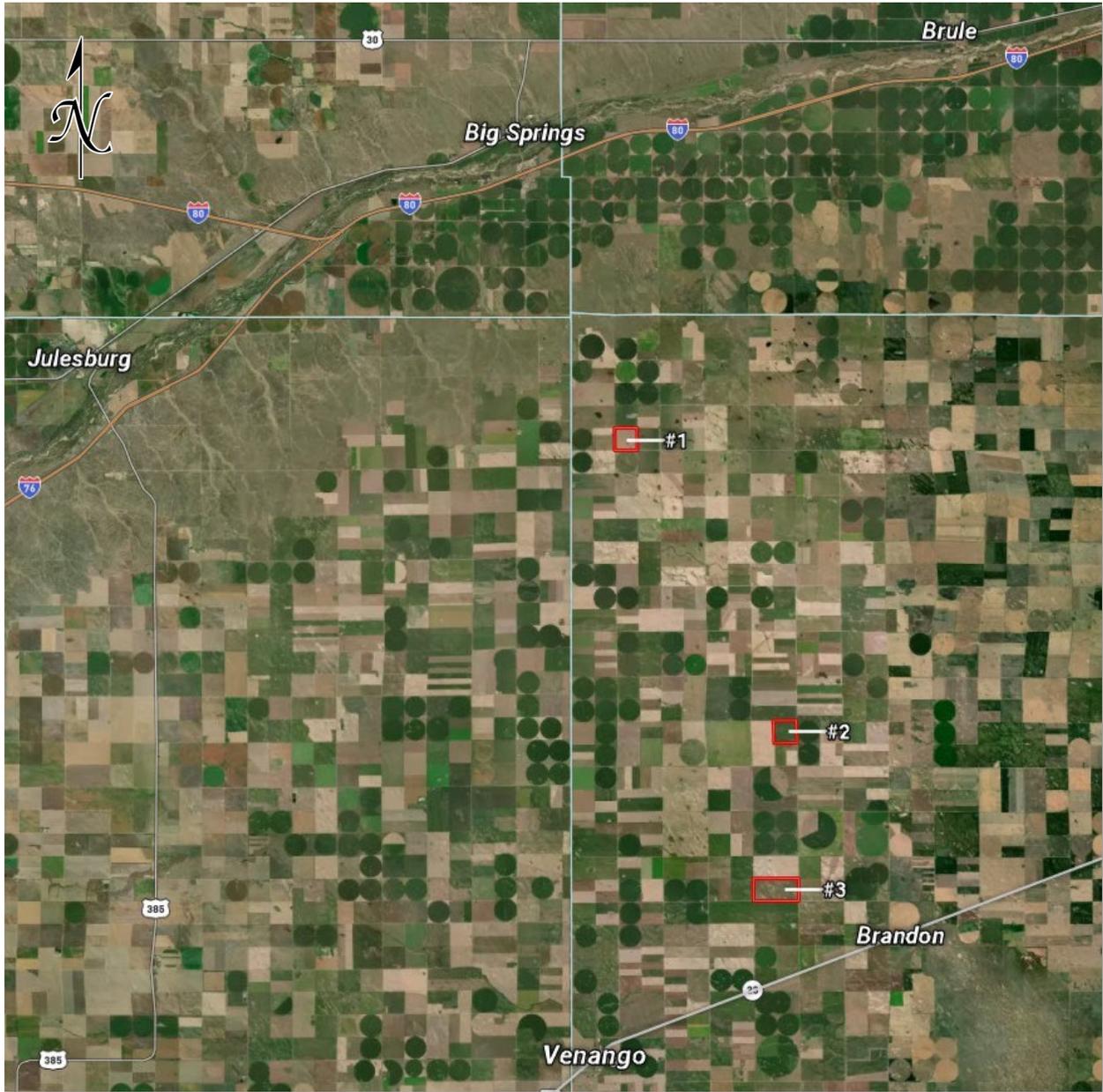
**NOXIOUS WEEDS:** There may be areas infested by noxious weeds. The location of and the density of noxious weeds is unknown.

**ACREAGES:** All stated acreages in the Color Brochure, herein, 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.

**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 maps utilized in marketing materials 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 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  
#1**

**Parcel Map**



# Parcel Information

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## Legal Description:

SW1/4 of Section 32, Township 12 North, Range 41 West of the 6th PM, Perkins County, NE.  
See Pages 21-22 for legal description, title commitment, and title exceptions.

## Acreage:

158.5± Ac Dryland
1.5± Ac Grass/Rds
<hr/>
<b>160.0± TOTAL</b>

## Soils:

Soils consists primarily of Class III & IV. NCCPI Rating: 55.8.  
See Soils Map on Page 10.

## Taxes & Assessments:

2025 real estate taxes due 2026 are: \$1,537.86

## FSA Information:

FSA bases: 72.3 ac wheat w/ 44 bu PLC yield, 13.4 ac corn w/ 49 bu PLC yield.

## Comments:

Milo stubble in 2025; corn grown in 2024. Lime was applied in 2025 at an average rate of 2T per acre.

Has been leased on crop-share agreement. Current tenant would be interested in continuing to lease the property if Buyer(s) is looking for tenant. Contact listing agent for info.

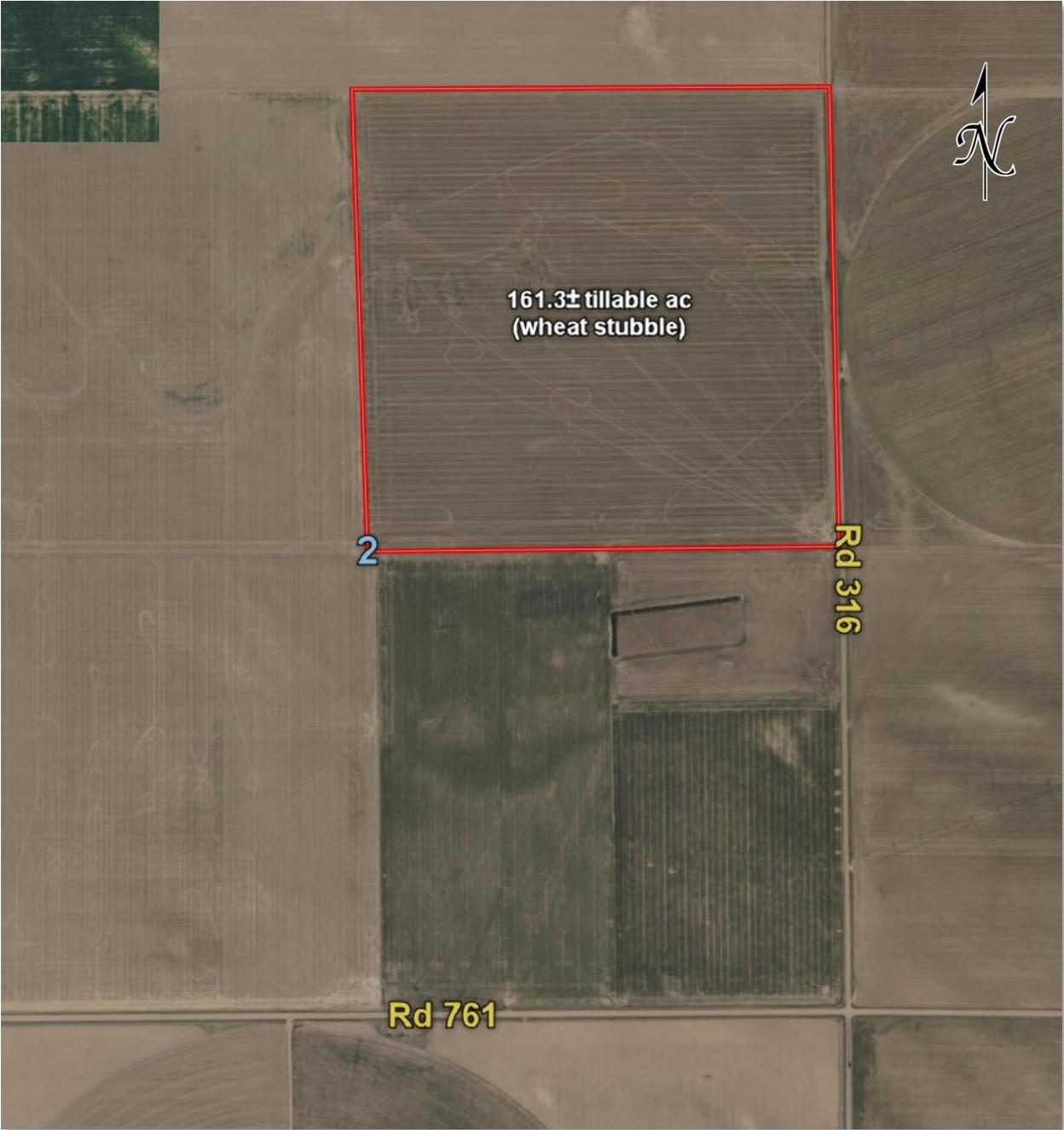
## Starting Bid:

\$240,000



**Parcel  
#2**

**Parcel Map**



# Parcel Information

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## Legal Description:

NE1/4 of Section 2, Township 10 North, Range 41 West of the 6th PM, Perkins County, NE.  
See Pages 23-24 for legal description, title commitment, and title exceptions.

## Acreage:

161.3± Ac Dryland
1.2± Ac Grass/Rds
<hr/>
<b>162.5± TOTAL</b>

## Soils:

Soils consists primarily of Class III & IV. NCCPI rating: 49.3.  
See Soils Map on Page 11.

## Taxes & Assessments:

2025 real estate taxes due 2026 are: \$1,292.26.

## FSA Information:

FSA bases: 91.26 ac wheat w/ 44 bu PLC yield, 19.91 ac corn w/ 128 bu PLC yield.

## Comments:

Wheat stubble; fallowed in 2024.

Has been leased on crop-share agreement. Current tenant would be interested in continuing to lease the property if Buyer(s) is looking for tenant. Contact listing agent for info.

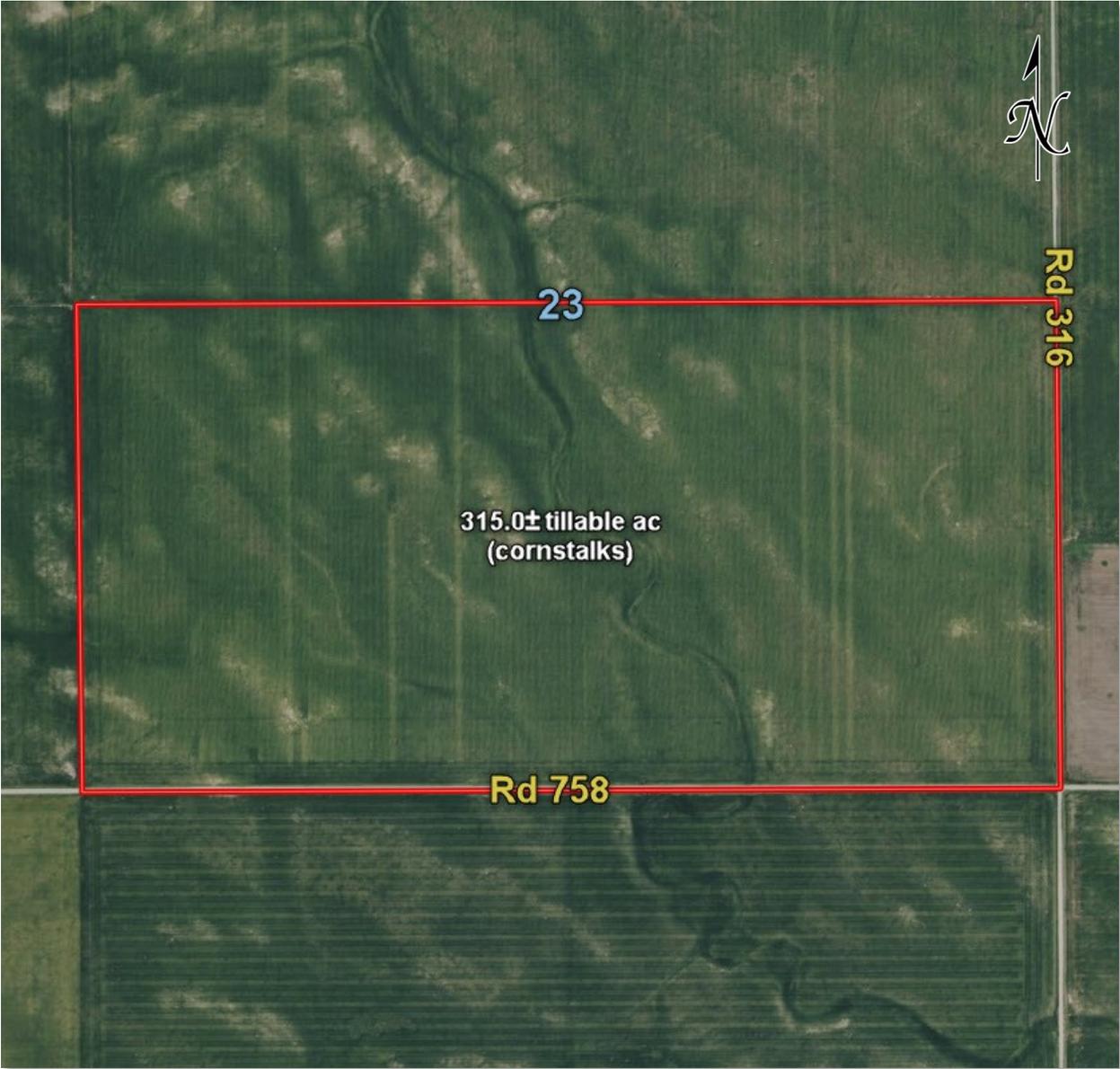
## Starting Bid:

\$240,000



**Parcel  
#3**

**Parcel Map**



# Parcel Information

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## Legal Description:

S1/2 of Section 23, Township 10 North, Range 41 West of the 6th PM, Perkins County, NE.  
See Pages 25-26 for legal description, title commitment, and title exceptions.

## Acreage:

315.0± Ac Dryland
6.2± Ac Grass/Rds
<hr/>
<b>321.2± TOTAL</b>

## Soils:

Soils consists primarily of Class III & IV. NCCPI Rating: 42.2.  
See Soils Map on Page 12.

## Taxes & Assessments:

2025 real estate taxes due in 2026 are: \$2,494.68.

## FSA Information:

FSA bases: 112.16 ac wheat w/ 42 bu PLC yield, 86.01 ac corn w/ 125 bu PLC yield.

## Comments:

Corn in 2025; milo in 2024. Tenant applied 3 oz Flumioxazin in Fall '25.  
Has been leased on crop-share agreement. Current tenant would be interested in continuing to lease the property if Buyer(s) is looking for tenant. Contact listing agent for info.

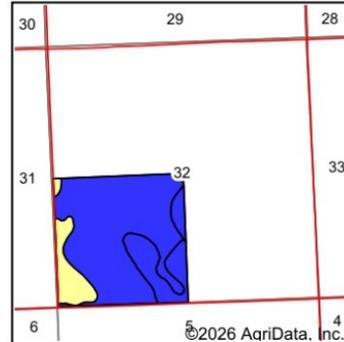
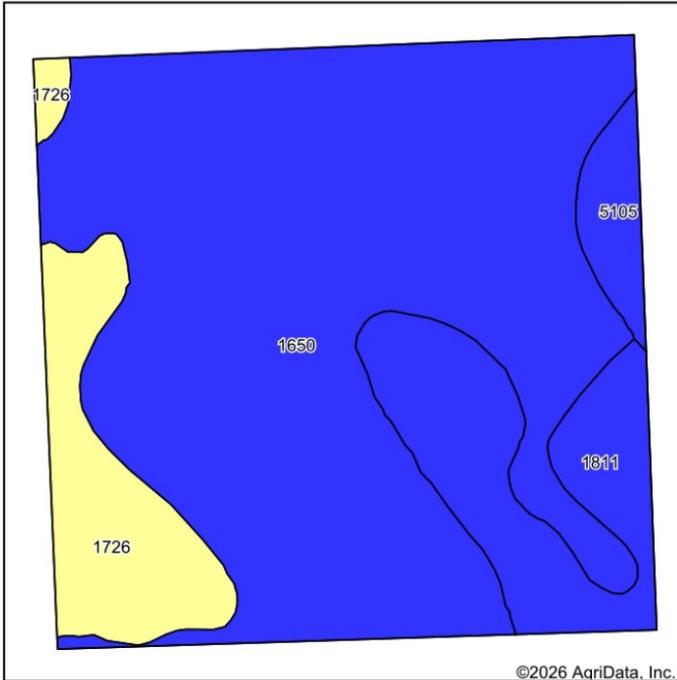
## Starting Bid:

\$480,000



# Parcel #1

# Soils Map



State: **Nebraska**  
 County: **Perkins**  
 Location: **32-12N-41W**  
 Township: **Venango**  
 Acres: **158.5**  
 Date: **1/20/2026**



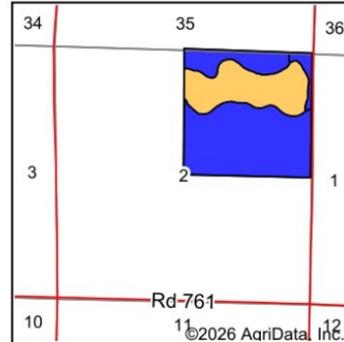
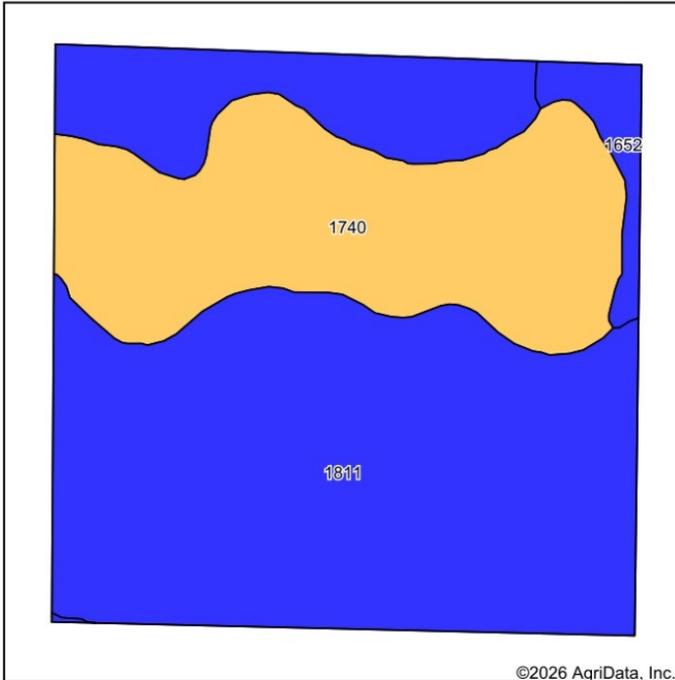
Soils data provided by USDA and NRCS.

Area Symbol: NE135, Soil Area Version: 28

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	*n NCCPI Overall
1650	Kuma loam, 0 to 1 percent slopes	113.22	71.4%		IIc	58
1811	Satanta loam, 1 to 3 percent slopes	22.33	14.1%		IIe	59
1726	Rosebud loam, 1 to 3 percent slopes	18.02	11.4%		IIIe	38
5105	Alliance silt loam, 1 to 3 percent slopes	4.93	3.1%		IIe	55
<b>Weighted Average</b>					<b>2.11</b>	<b>*n 55.8</b>

\*n: The aggregation method is "Weighted Average using all components"

# Soils Map



State: **Nebraska**  
 County: **Perkins**  
 Location: **2-10N-41W**  
 Township: **Venango**  
 Acres: **161.3**  
 Date: **1/20/2026**



Soils data provided by USDA and NRCS.

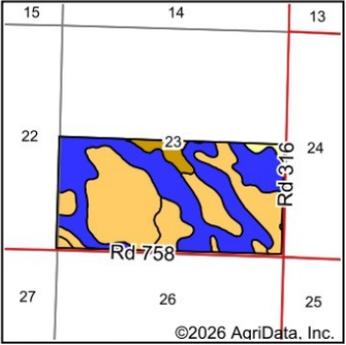
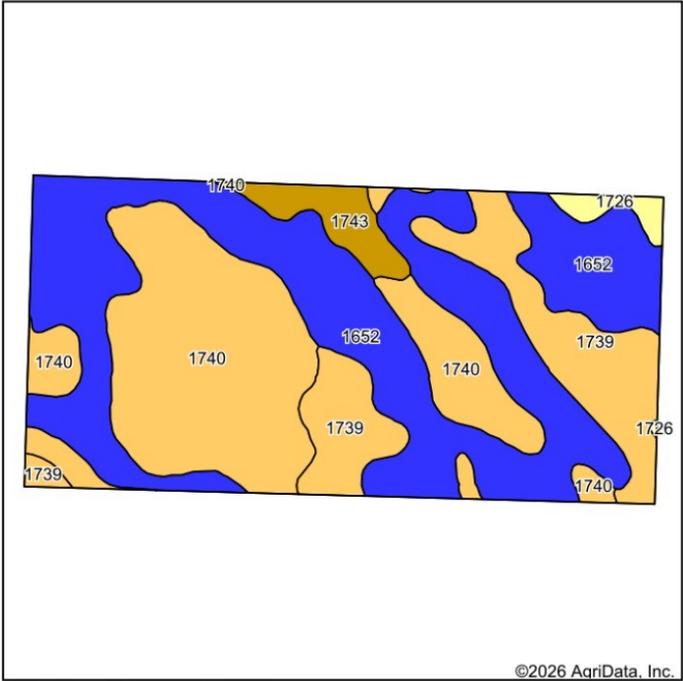
Area Symbol: NE135, Soil Area Version: 28						
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	*n NCCPI Overall
1811	Satanta loam, 1 to 3 percent slopes	107.51	66.6%		Ile	59
1740	Rosebud-Canyon loams, 3 to 6 percent slopes	48.97	30.4%		IVe	27
1652	Kuma silt loam, 0 to 1 percent slopes	4.82	3.0%		Iic	59
<b>Weighted Average</b>					<b>2.61</b>	<b>*n 49.3</b>

\*n: The aggregation method is "Weighted Average using all components"



# Parcel #3

# Soils Map



State: **Nebraska**  
 County: **Perkins**  
 Location: **23-10N-41W**  
 Township: **Venango**  
 Acres: **315**  
 Date: **1/20/2026**



Soils data provided by USDA and NRCS.

Area Symbol: NE135, Soil Area Version: 28

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	*n NCCPI Overall
1652	Kuma silt loam, 0 to 1 percent slopes	143.81	45.5%		IIc	59
1740	Rosebud-Canyon loams, 3 to 6 percent slopes	104.11	33.1%		IVe	27
1739	Rosebud-Canyon loams, 1 to 3 percent slopes	51.52	16.4%		IVe	30
1743	Rosebud-Canyon loams, 6 to 12 percent slopes, eroded	11.20	3.6%		Ve	26
1726	Rosebud loam, 1 to 3 percent slopes	4.36	1.4%		IIIe	38
<b>Weighted Average</b>					<b>3.11</b>	<b>*n 42.2</b>

\*n: The aggregation method is "Weighted Average using all components"

# FARM, RANCH, AND LAND PURCHASE AGREEMENT

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

Date: February 18, 2026

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

**1.) LEGAL DESCRIPTION:** Legal Description of Parcel # \_\_\_\_\_ as described in Western Perkins County Dryland Auction Due Diligence Packet Printed: January 28, 2026.

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

**2.) 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.

**3.) CLOSING:** The closing date of the sale shall be on or before March 20, 2026. 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.

**4.) 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, except Buyer to pay for cost of loan title insurance policy, if applicable. The Buyer to receive a TBD title commitment within Due Diligence Packet, updated title commitment with Buyer 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.

**5.) POSSESSION:** As stated in Western Perkins County Dryland Auction Due Diligence Packet Printed: January 28, 2026.

**6.) PROPERTY CONDITION:** On or before the date of the Auction, the Buyer(s) had the opportunity to physically inspected the Property, the Western Perkins County Dryland Auction Due Diligence Packet Printed: January 28, 2026, 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 Western Perkins County Dryland Auction Due Diligence Packet Printed: January 28, 2026. 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.

**7.) REAL ESTATE TAXES:** See Western Perkins County Dryland Auction Due Diligence Packet Printed: January 28, 2026, for terms and conditions of real estate taxes.

**8.) 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.

**9.) FSA DETERMINATION:** As stated in Western Perkins County Dryland Auction Due Diligence Packet Printed: January 28, 2026.

**10.) MINERAL RIGHTS:** As stated in Western Perkins County Dryland Auction Due Diligence Packet Printed: January 28, 2026.

**11.) NOXIOUS WEEDS:** As stated in Western Perkins County Dryland Auction Due Diligence Packet Printed: January 28, 2026.

**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 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.

18.) Buyer(s) is the high bidder for the Property identified herein at the Western Perkins County Dryland Auction conducted by Reck Agri Realty & Auction (hereinafter "Auction Company") for the Seller and held February 18, 2026, and in accordance with the terms and conditions of this Specific Performance Contract, the Western Perkins County Dryland Auction Due Diligence Packet Printed January 28, 2026 (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 Company Title Commitment: Parcel #1 File No. 2260019; Parcel #2 File No. 2260020; Parcel #3 File No. 2260021 which is attached and made part of this Purchase Agreement.

20.) Western Perkins County Dryland Auction Due Diligence Packet Printed: January 28, 2026, is incorporated and made a part of this Purchase Agreement.

21.) 1031 SELLER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Seller may desire to sell the property which is the subject of this Auction in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer(s) agrees to cooperate but is not required to incur any additional expense or risk.

22.) 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:  Limited Seller's Agent  
 Limited Dual Agent  Customer Only.

**Selling Agent:** Reck Agri Realty & Auction representing the Buyer as:  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/Associate Broker working with Buyer)

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

**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

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. 2260019

1. Commitment Date: January 12, 2026 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2021)

Amount: \$"to be determined"  
Premium: \$"to be determined"

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:

**WAYNE S. RASMUSSEN, as to an undivided one-third interest;**

**CHADWICK FARM, LLC, a Nebraska Limited Liability Company,  
as to an undivided two-thirds interest**

5. The Land is described as follows:

**The SW¼ of Section 32, Township 12 North, Range 41 West of the 6th P.M., in  
Perkins 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 2026 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

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

**Parcel  
#2**

**SCHEDULE A**

File No. 2260020

1. Commitment Date: January 12, 2026 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2021)

Amount: \$"to be determined"  
Premium: \$"to be determined"

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:

**SAND DOLLAR LAND CO., LLC, a Nebraska Limited Liability Company**

5. The Land is described as follows:

**The NE¼ of Section 2, Township 10 North, Range 41 West of the 6th P.M. in  
Perkins County, Nebraska**

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<b>Chicago Title Insurance Company</b> <b>Commitment for Title Insurance</b>
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**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 2026 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  
#3**

**SCHEDULE A**

File No. 2260021

1. Commitment Date: January 12, 2026 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2021)

Amount: \$"to be determined"  
Premium: \$"to be determined"

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:

**SAND DOLLAR LAND CO., LLC, a Nebraska Limited Liability Company**

5. The Land is described as follows:

**The S½ of Section 23, Township 10 North, Range 41 West of the 6th P.M. in Perkins  
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 2026 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





**RECK AGRI**  
REALTY & AUCTION

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