

SE CHEYENNE COUNTY PIVOT IRRIGATED AUCTION

April 16, 2026

**ONLINE
ONLY
Auction**

DUE DILIGENCE PACKET



reckagri.com | 970.522.7770

DUE DILIGENCE PACKET

Printed: April 9, 2026

SE CHEYENNE COUNTY PIVOT IRRIGATED AUCTION

Cheyenne County, Nebraska

TO BE SOLD AT
SINGLE PARCEL AUCTION
with RESERVE

Thursday, April 16, 2026

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

FOR FURTHER INFORMATION OR FOR SHOWING BY APPOINTMENT CONTACT . . .
Marc Reck, Broker



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

Table of Contents

TERMS AND CONDITIONS	1-2
LOCATION MAP	3
PLAT MAP & INFORMATION.....	4-5
SOILS MAP	6
WELL PERMIT #G-056747.....	7-11
INVOICE FOR WELL WORK, JUNE 2025	12-13
FARM, RANCH, AND LAND PURCHASE AGREEMENT	14-18
AGENCY DISCLOSURE.....	19-20
TITLE COMMITMENT	21-24

**During Online-Only Auctions,
we will be sending out text
messages to keep you
updated throughout the
auction.**

Terms & Conditions

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 SE CHEYENNE COUNTY PIVOT IRRIGATED AUCTION Property will be offered for sale in 1 parcel with RESERVE. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on April 16, 2026. The auction will “soft close” @ 12:00 noon, MT on April 16, 2026. Bidding remains open as long as there is continued bidding on the parcel. Bidding will close when 5 minutes have passed with no new bids. Bidders may bid 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 reck-agri.com and click on the SE CHEYENNE COUNTY PIVOT IRRIGATED 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 the terms and conditions of the Due Diligence Packet. By registering to bid, you agree to these terms & conditions; 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. Due Diligence Packet may be obtained by visiting SE Cheyenne County Pivot Irrigated Auction property page at reck-agri.com or by calling Reck Agri Realty & Auction.

SALE TERMS/PROCEDURE: The “SE CHEYENNE COUNTY PIVOT IRRIGATED AUCTION” with RESERVE is an online only auction with RESERVE. The SE Cheyenne County Pivot Irrigated Auction property to be offered as a single parcel. 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 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 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 May 15, 2026. 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 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 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: Possession upon closing. 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 Seller, Seller to reimburse Buyer(s) for fieldwork completed at custom rates and invoiced crop expenses.

LEASE: No lease.

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

WATER RIGHTS & EQUIPMENT: Seller to convey all water rights, water wells, well permits, and equipment appurtenant to the property whether for irrigation including but not limited to irrigation well permit #G-56747. Said irrigation well is subject to the rules, regulations, and limitations of the Nebraska Department of Natural Resources and the South Platte Natural Resource District. Water rights are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, pumping rates or adequacy of irrigation well, and/or condition of all irrigation equipment. Irrigation equipment includes 1 electric motor, pump, and 2 sprinklers.

GROWING CROPS: No growing crops.

REAL ESTATE TAXES: 2026 Real Estate Taxes due in 2027 and thereafter, to be paid by Buyer(s).

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 OWNED mineral rights to Buyer(s).

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

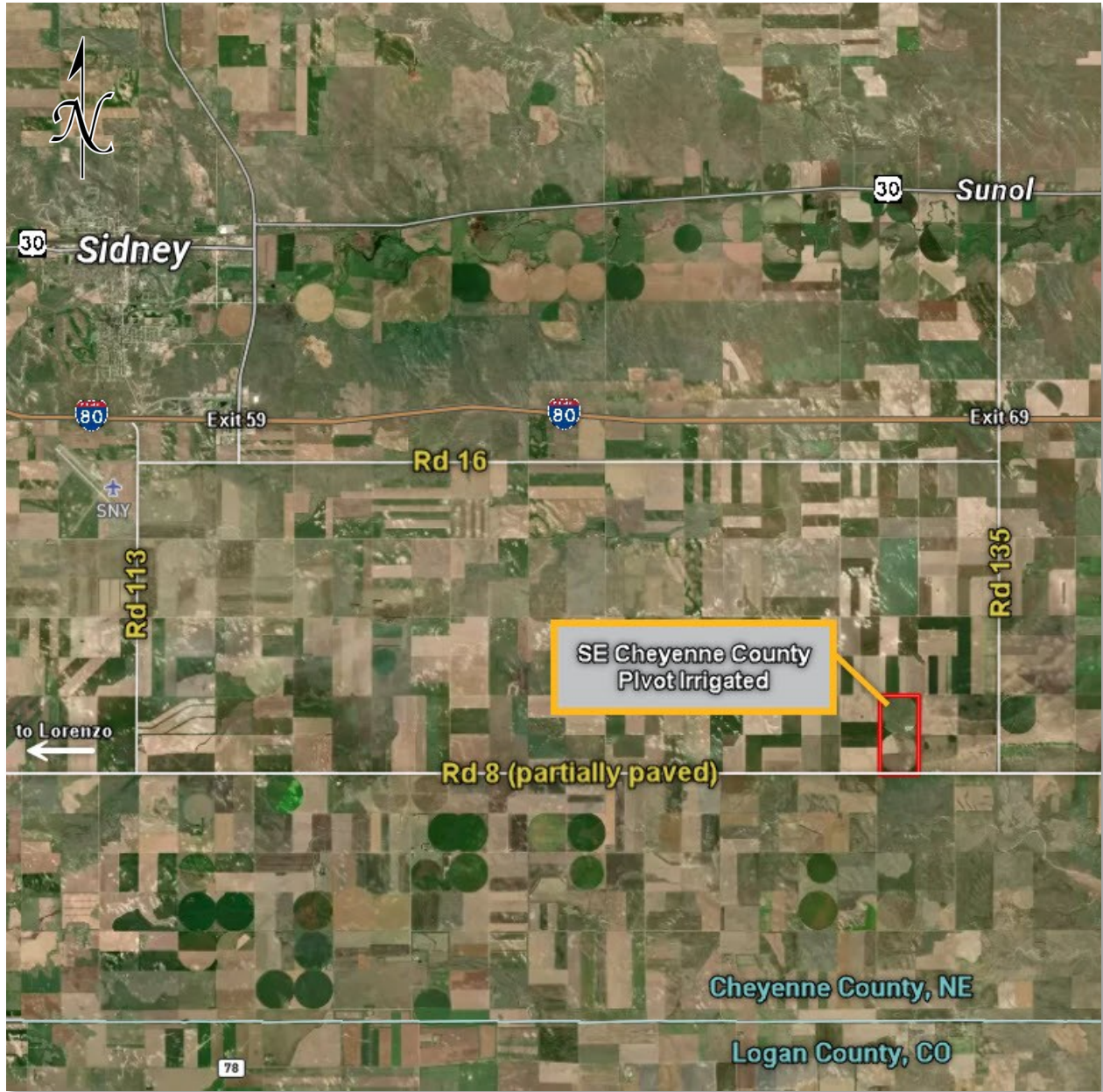
ACREAGES: All stated acreages in the Color Brochure, herein, and visual presentation at the auction are approximate and are obtained from the FSA office and/or county tax records. Both sources may indicate different acreages and no warranty is expressed or implied as to exact acreages of property. All 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.

BIDDER REQUIREMENTS: Prior to auction, Buyer(s) to review the terms and conditions as set forth in this Due Diligence Packet. Due Diligence Packet may be obtained by visiting auction property page at reckagri.com, or by calling Reck Agri Realty & Auction.

ANNOUNCEMENTS: The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for general location purposes only. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a Limited Seller's Agent. Reck Agri Realty & Auction does not offer broker participation for the "SE Cheyenne County Pivot Irrigated 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 Map



Parcel Information

Legal Description:

The E1/2 of Section 35, Township 13 North, Range 48 West of the 6th P.M., in Cheyenne County, Nebraska

See Pages 21-24 for legal description, title commitment, and title exceptions.

Acreage:

245.2± Ac Pivot Irrigated

73.7± Ac Dryland

1.1± Ac Grass/Rds

320.0± TOTAL

Land Tenure:

Soils consists primarily of Class I & II. See Soils Map on Page 6.

Taxes & Assessments:

2025 real estate taxes payable in 2026 are: \$5,712.36.

FSA Information:

FSA bases: 235.1 ac corn w/ 116 bu PLC yield, 47.0 ac wheat w/ 48 bu PLC yield.

Irrigation Water & Equipment:

Irrigation Well Permit #G-056747 with 256.6 SPNRD certified acres—41.3" remaining. Equipment includes a 2 Zimmatic sprinklers, electric motor and pump.

See Pages 7-11 for copy of well permit. See Pages 12-13 for copy of invoice for well work completed in June 2025.

Comments:

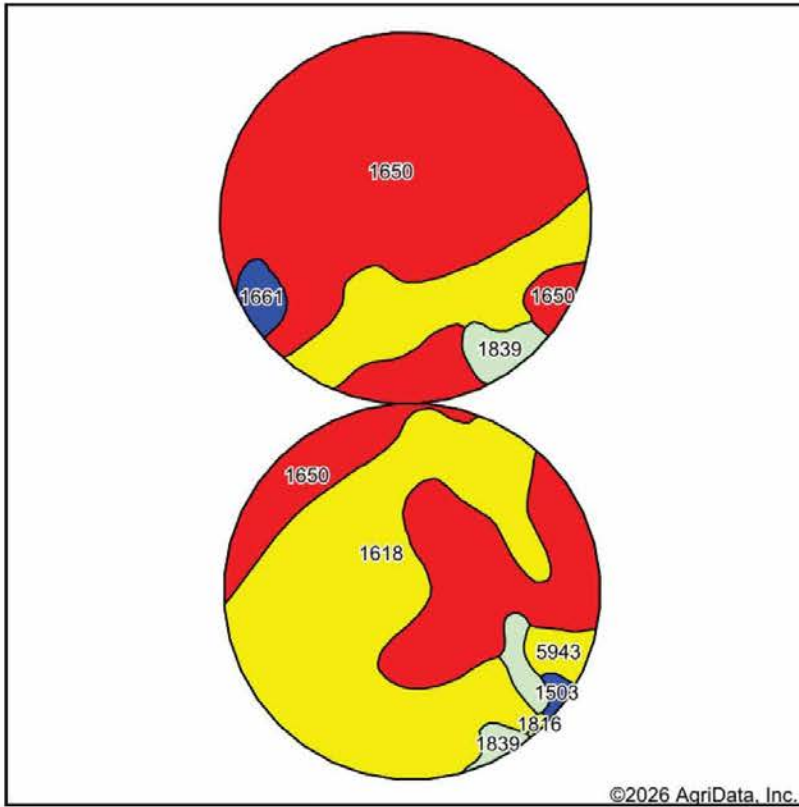
Currently in corn stalks.

Starting Bid:

\$750,000

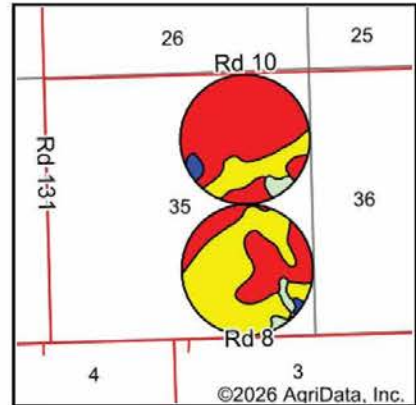


Soils Map



Soils data provided by USDA and NRCS.

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State: **Nebraska**
 County: **Cheyenne**
 Location: **35-13N-48W**
 Township: **Sidney 4B**
 Acres: **243.45**
 Date: **4/9/2026**

Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2025 www.AgriDataInc.com



Area Symbol: NE033, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Corn Irrigated Bu	*n NCCPI Overall	
1650	Kuma loam, 0 to 1 percent slopes	135.17	55.5%		Iw	144	58	
1618	Keith loam, 1 to 3 percent slopes	93.06	38.2%		Ile	134	53	
1839	Sidney-Canyon complex, 3 to 9 percent slopes	7.99	3.3%				30	
5943	Duroc loam, 1 to 3 percent slopes	3.24	1.3%		Ile	140	44	
1661	Lodgepole silt loam, frequently ponded	2.86	1.2%		IVw		31	
1503	Altvan loam, 3 to 6 percent slopes	0.90	0.4%		IVe	87	34	
1816	Satanta loam, gravelly substratum, 1 to 3 percent slopes	0.23	0.1%		Ile	140	49	
Weighted Average						*-	133.5	*n 54.6

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

*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

Revised
Irr. 67-

Registration No. G-56747 County of Cheyenne Date Filed 6-20-77

STATE OF NEBRASKA IRRIGATION WELL REGISTRATION

I, Joe Bonkiewicz of Sidney, Nebraska
(Name of Person registering well) (Postoffice Address)

County of Cheyenne State of Nebraska, do hereby certify:

1st. That the name of the owner of the land upon which the irrigation well is located is Joe Bonkiewicz, of R.R. 1, Box 57 Street, LODGEPOLE County of CHEYENNE State of NEBRASKA: 69149
(City or Village)

2nd. That the irrigation well is located on the NE 1/4 Quarter of the SE Quarter of Section 35 Township 13, Range 48 of the Sixth P. M., Cheyenne County, and is 250 feet from the South line and 52.5 feet from the West line of said tract.

3rd. That the well was installed with the intention of irrigating all or parts of the following described land: E 1/2 35-13-48
(Give Quarter, Section, Township and Range)

amounting in all to approximately 2.69 acres.

(If installation consists of a battery of wells with one outlet, give details on a sheet to be attached hereto.)

4th. That the capacity of said well under normal operating conditions is 400 gallons per minute.

5th. That the depth of the well is 159 feet, measured from the surface of the ground.

6th. That the inside diameter of the casing is 16 inches.

7th. That the static water level in the well is 153 feet below ground surface.

8th. That the depth to water under normal pumping conditions is 157 feet below ground surface.
(Pumping Level)

9th. That the diameter of the pump column is 6 inches. That the diameter of the 10 bowl or bowls is 10 inches.
(Give number of bowls)

10th. That the type and size of impeller is as follows:

8 stage 10 R.H. Vert Live

11th. That the well was completed on or about the 1 day of June, 19 77.

12th. That attached hereto are three copies of the log of the well certified to by the driller of the well.

18th. That the driller of this well is STEWART DALLING CO., whose address is
R.R. 1 Sterling, Colo. 80751.

14th. That the name of the tenant or operator, if other than the owner, is.....
....., whose address is.....

15th. That the relation which the subscriber to this instrument bears to said registrant is that of

OWNER AND OPERATOR.

(State whether owner, tenant or agent for land on which well is located)

and that he is authorized to sign this instrument in behalf of the interest affected.

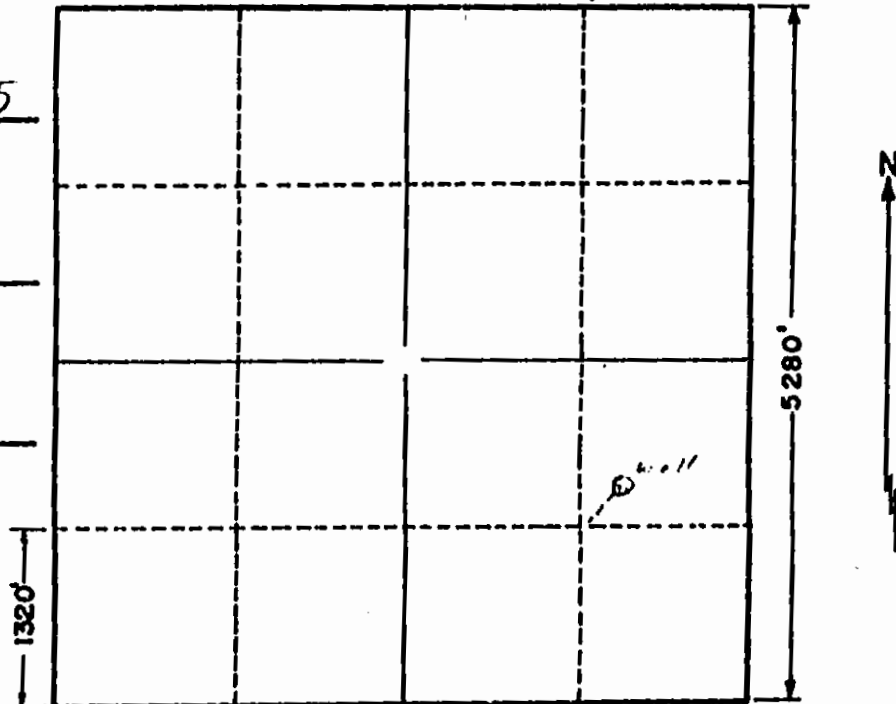
Signed: J. Barbours
Dated: 6-17-77

This drawing represents one Section
Mark with an "X" the location of the Irrigation well

Section No. 35

Township 13

Range 48



Each small subdivision is a 40-acre tract.

State of Nebraska

Department of Water Resources

} ss.

This instrument was filed for record at 10 o'clock A.M., on the 20th day of June 1977

Marion E. Ball

Director of Water Resources

ml

Registration No. G-56747 County of Cheyenne Date Filed 6-20-77

STATE OF NEBRASKA
CERTIFICATE OF WELL DRILLER

I, Stewart Drilling Company of R.R.1 Sterling
(Name of Driller) (Postoffice Address)

County of Logan State of Colorado, do hereby certify that:

1. I am the driller of a well located on the Quarter, Section No. Township North, Range, owned by Joe Bonkiewicz whose postoffice address is Sidney State of Nebraska

2. That the drilling was begun on the 27th day of July, 1974, and completed on the 28th day of July, 1974

3. That the well is cased and screened in the following manner: 0 to 151 cased with 16" plain transite, from 151 to 164 with 16" transite perforated, from 164 to 184 ft with 16" steel perf., from 184 to 189 with 16" Johnson screen

4. That the diameter of drilled hole is 26 inches.

5. That Reverse rotary type of drilling machinery was used.

6. That the drilled hole is/is not sealed, as follows: Gravel packed to the bottom of the hole

7. That the following is an accurate log of the depth, thickness and character of the different strata penetrated, and the location of water-bearing strata:

DEPTH IN FEET		MATERIAL DRILLED
FROM	TO	
0	5	Top
5	14	Sandy clay
14	58	Sand & gravel
58	134	Sand, gravel, limestone & sandstone
134	151	Sand & gravel with light clay streaks
151	163	Sand & gravel
163	174	Clay & gravel streaks
174	189	Gravel

Date Signed Sept 20, 1974

Dennis Stewart
Driller



551 Parkland Drive
P.O. Box 294
Sidney, NE 69162
(308) 254-2377
(877) 800-1030 (NE only)
FAX (308) 254-2783
www.spnrd.org

Owner/Operator
Bruce Brauer
1430 Rd 109
Sidney, NE 69162

Tract Info

Tract #: 13N48W350001

Allocation Info

Certified Acres: 256.6 ac.
Subarea Name: FA-C
Allocation Period: January 1, 2025 through
December 31, 2027
Allocated Inches: 49"





551 Parkland Drive
 P.O. Box 294
 Sidney, NE 69162
 (308) 254-2377
 (877) 800-1030 (NE only)
 FAX (308) 254-2783
 www.spnrd.org

Flowmeters

Meter Serial Number: 09-8-1806

Date Read	Reading	Year	Usage
10/25/2024	241761 Acre Inches	2024	11.5" over 256.6 ac.
10/23/2025	438460 Acre Inches	2025	7.7" over 256.6 ac.

Usage

Usage By Year:
 2025: 7.7" of the allocation used this year / 41.3" remaining
 2026: 0" of the allocation used this year / 41.3" remaining
 2027: 0" of the allocation used this year / 41.3" remaining
 Total Usage: 7.7" (15.71% of **total** allocation)

Your Remaining Allocation: 41.3"

Meter Maintenance Information

Meter Serial Number: 09-8-1806
 Contractor: undefined
 Date Installed: N/A
 Next Maintenance Due: 2027

Maintenance History:

Date: 10/23/2025
 Work Type:
 Contractor:
 Paid: no

Invoice for Well Work, June 2025

M&S DRILLING INC.
 PO BOX 217
 POTTER, NE 69156
 3088794224
 msdrillinc@gmail.com



BILL TO
 BRUCE BRAUER ESTATE
 10 TOPAZ DR.
 BUFFALO, WY 82834

INVOICE # 58193
DATE 06/17/2025
DUE DATE 07/17/2025
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/20/2025	NE - Irr. Labor	PULL IRRIGATION PUMP / NEED TO ORDER PARTS	5	280.00	1,400.00
06/09/2025	NE - AG Exempt Turbine	5 STAGE SEI STAINLESS STEEL PUMP END (450 GPM)	1	4,310.00	4,310.00
06/09/2025	NE - AG Exempt Turbine	50 HP 460 VOLT PHASE SEI SUBMERSIBLE MOTOR	1	5,025.00	5,025.00
06/09/2025	NE - AG Exempt Turbine	160 FT. 5" PVC CERTA-LOK PIPE W/COUPLING	1	6,440.00	6,440.00
06/09/2025	NE - AG Exempt Turbine	5" STEEL AG VALVE NIPPLE W/COUPLING	1	265.00	265.00
06/09/2025	NE - AG Exempt Turbine	176 FT. 4-3 W/G SUBMERSIBLE CABLE	1	1,557.50	1,557.50
06/09/2025	NE - AG Exempt Turbine	5" STAINLESS STEEL CERTA-LOK MALE ADAPTER	1	265.00	265.00
06/09/2025	NE - AG Exempt Turbine	5" X 8" SUBMERSIBLE DISCHARGE HEAD (CL X FL)	1	1,690.00	1,690.00
06/09/2025	NE - AG Exempt Turbine	SPLICE KIT	1	24.00	24.00
06/09/2025	NE - AG Exempt Turbine	MOTOR SHROUD	1	270.00	270.00
06/09/2025	NE - Irr. Labor	INSTALL IRRIGATION SUBMERSIBLE PUMP & MOTOR	4.50	280.00	1,260.00
06/10/2025	NE - AG Exempt Turbine	10 FT. 5" PVC CERTA-LOK PIPE W/COUPLING	1	420.00	420.00
06/10/2025	NE - Irr. Labor	ADDED 10 FT. OF PIPE TO PUMP / WRONG PART WAS HERE THE DAY BEFORE (N/C)	0	280.00	0.00
06/11/2025	NE - AG Exempt Turbine	8" STEEL WELD-ON FLANGE	1	47.00	47.00

PAID

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/11/2025	NE - AG Exempt Turbine	8" RUBBER FLANGE GASKET	2	9.90	19.80
06/11/2025	NE - AG Exempt Turbine	16 - 3/4" X 2 1/2" BOLT & NUT	1	52.00	52.00
06/11/2025	NE - AG Exempt Turbine	8" STEEL 45* ELBOW	1	60.00	60.00
06/11/2025	NE - AG Exempt Turbine	8 5/8" 45* ELBOW	1	64.00	64.00
06/11/2025	NE - AG Exempt Turbine	2" BLACK COUPLING	1	8.90	8.90
06/11/2025	NE - Weld & Machine Labor	WELD TO RECONNECT DISCHARGE HEAD NOTE #1: 450 GPM 315' TDH 5" PIPE 170 FT. SETTING (2M - SER. # 217004153-00) NOTE #2: NE SE 35 13 48, CHEYENNE COUNTY / REG. # G-056747 / 189 FT. TD 153 FT. WL 06/01/1977 - 176 FT. TD 138 FT. WL 05/22/2025	1	330.00	330.00

SUBTOTAL	23,508.20
TAX	0.00
TOTAL	23,508.20
PAYMENT	23,508.20
BALANCE DUE	\$0.00

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 16, 2026

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

1.) **LEGAL DESCRIPTION:** Legal Description of Parcel as described in SE Cheyenne County Pivot Irrigated Auction Due Diligence Packet Printed: April 9, 2026.

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 SE Cheyenne County Pivot Irrigated Auction Due Diligence Packet Printed: April 9, 2026.

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 May 15, 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.

5.) **TITLE:** Seller to pass title by Personal Representative's 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 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.

6.) POSSESSION: As stated in SE Cheyenne County Pivot Irrigated Auction Due Diligence Packet Printed: April 9, 2026.

7.) PROPERTY CONDITION: On or before the date of the Auction, the Buyer(s) had the opportunity to physically inspected the Property, the SE Cheyenne County Pivot Irrigated Auction Due Diligence Packet Printed: April 9, 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 SE Cheyenne County Pivot Irrigated Auction Due Diligence Packet Printed: April 9, 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.

8.) WATER RIGHTS & EQUIPMENT: Water rights to be conveyed as stated in SE Cheyenne County Pivot Irrigated Auction Due Diligence Packet Printed: April 9, 2026.

9.) GROWING CROPS: Growing crops to be conveyed as stated in SE Cheyenne County Pivot Irrigated Auction Due Diligence Packet Printed: April 9, 2026.

10.) REAL ESTATE TAXES: See SE Cheyenne County Pivot Irrigated Auction Due Diligence Packet Printed: April 9, 2026, for terms and conditions of real estate taxes.

11.) PERSONAL PROPERTY TAX: Upon closing, a value will be established on the irrigation equipment with Cheyenne County, NE and personal property taxes may be due in the future.

12.) 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.

13.) FSA DETERMINATION: As stated in SE Cheyenne County Pivot Irrigated Auction Due Diligence Packet Printed: April 9, 2026.

14.) MINERAL RIGHTS: As stated in SE Cheyenne County Pivot Irrigated Auction Due Diligence Packet Printed: April 9, 2026.

15.) NOXIOUS WEEDS: As stated in SE Cheyenne County Pivot Irrigated Auction Due Diligence Packet Printed: April 9, 2026.

16.) 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.

17.) 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.

18.) 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.

19.) 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.

20.) 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.

21.) 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.

Buyer(s) is the high bidder for the Property identified herein at the SE Cheyenne County Pivot Irrigated Auction conducted by Reck Agri Realty & Auction (hereinafter "Auction Company") for the Seller and held April 16, 2026, and in accordance with the terms and conditions of this Specific Performance Contract, the SE Cheyenne County Pivot Irrigated Auction Due Diligence Packet Printed April 9, 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.

22.) Buyer(s) has reviewed and accepts the attached Thalken Title Co Title Commitment by File No. 2260121 which is attached and made part of this Purchase Agreement.

23.) SE Cheyenne County Pivot Irrigated Auction Due Diligence Packet Printed: April 9, 2026, is incorporated and made a part of this Purchase Agreement.

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

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

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

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

BUYER:

_____ DATE: _____

ADDRESS:

PHONE:

E-MAIL:

ACCEPTANCE

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

SELLER:

By: _____ DATE: _____

ADDRESS:

PHONE:

E-MAIL:

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

Reck Agri Realty & Auction

By: _____

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

ACKNOWLEDGMENT (To be completed by Broker working with Seller)

Reck Agri Realty & Auction

By: _____

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

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: _____

\$_____ to apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified, or in the event there are any defects in the title which cannot be cured as specified above, the earnest money shall be refunded to Buyer.

Reck Agri Realty & Auction
535 E Chestnut
PO Box 407
Sterling, CO 80751
Phone: 970-522-7770, Fax: 970-522-7365

By: _____ DATE: _____
Marc Reck

Contact Information:

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

Items Broker may perform:

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

TITLE COMMITMENT



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

SCHEDULE A

File No. 2260121

1. Commitment Date: March 16, 2026 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:

**JULIA M. BETTINGER and JENNIFER A. FORD, Co-Personal Representatives in the
Matter of the Estate of BRUCE R. BRAUER, Deceased**

5. The Land is described as follows:

**The E½ of Section 35, Township 13 North, Range 48 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 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. Reservation of all oil, gas and minerals, as shown in Warranty Deed dated November 8, 1971 and recorded in Book "108", Page 17 of the Deed records of Cheyenne County, Nebraska.

End of Schedule B - Part 2



RECK AGRI
REALTY & AUCTION

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