

**DETAIL BROCHURE  
ESTATE OF FLORINE MAE  
ELIAS LAND AUCTION  
PRINTED: January 18, 2022**

**Bidding Opens: January 26, 2022 8 am MT  
Bidding Closes: January 27, 2022, 12 noon MT**



# ESTATE OF FLORINE MAE ELIAS LAND AUCTION

Cheyenne County, NE

TO BE SOLD AT

## **SINGLE PARCEL AUCTION with RESERVE**

Bidding Opens: January 26, 2022, 8 am MT  
Bidding Closes: January 27, 2022, 12 noon MT

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

*Marc Reck, Broker or Ben Gardiner, Salesperson*



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

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## TERMS AND CONDITIONS OF SALE

*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 ESTATE OF FLORINE MAE ELIAS LAND AUCTION will be offered for sale in 1 parcel. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on Wednesday, January 26, 2022. The auction will "soft close" @ 12:00 noon, MT on Thursday, January 27, 2022. Bidding remains open as long as there is continued bidding. 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 AGRI MOBILE APP through the Apple App Store or Google Play OR visit [www.reckagri.com](http://www.reckagri.com) and click on the 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:

Review and agree to the terms and conditions of the Detail Brochure;

Provide Reck Agri Realty & Auction verification of available funds to purchase the property and/or bank loan approval letter with no contingencies; and

Sign and return to Reck Agri Realty & Auction the Bidder Approval Request form. 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. Detail Brochure may be obtained by visiting the ESTATE OF FLORINE MAE ELIAS LAND AUCTION property page at [www.reckagri.com](http://www.reckagri.com) or by calling Reck Agri Realty & Auction.

**SALE TERMS/PROCEDURE:** The ESTATE OF FLORINE MAE ELIAS LAND AUCTION is an online only auction with RESERVE. The property to be offered as 1 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 to be in the form of a personal, business, or corporate check for 15% of the purchase price which is due upon the signing of the contract and to be deposited with Reck Agri Realty & Auction. Purchase contract will not be contingent upon financing. Terms and conditions of the detail brochure and announcements shall be incorporated and made a part of the contract. Sample contract is available within the detail brochure.

**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 4, 2022. Closing to be conducted by Ferguson 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 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 Detail Brochure and title commitment and exceptions will be incorporated and made a part of the Farm, Ranch, & Land Purchase Agreement. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s), except Buyer(s) to pay for cost of loan title insurance policy, if applicable. The Buyer (s) to receive a TBD title commitment within Detail Brochure, 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 of wheat stubble upon closing. Possession of planted wheat upon 2022 harvest.

**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 Seller's water rights, water wells, well permits, and equipment appurtenant to the property whether for irrigation use including 158.1 Certified Acres in South Platte NRD. Each of the wells 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 livestock/domestic/irrigation wells, and/or condition of all domestic or irrigation equipment. See parcel information for the description of well permits and irrigation equipment.

**GROWING CROPS:** Buyer(s) to receive landlord (1/3) share of 2022 crop.

**REAL ESTATE TAXES:** 2021 Real Estate Taxes due in 2022 to be paid by Seller, at closing. Buyer(s) to pay 2022 taxes due in 2023.

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

**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, (i.e. rye, bindweed, canadian thistle, goat/Johnson grass, etc). The location of and the density of noxious weeds is unknown at this time.

**ACREAGES:** All stated acreages in the initial brochure, detail brochure, and visual presentations are approximate and are obtained from aerial photos from the FSA office. The county tax records 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 brochure and/or stated at the auction.

**BIDDER REQUIREMENTS:** Prior to auction, Buyer(s) to review the terms and conditions as set forth in the Detail Brochure. Detail Brochure may be obtained by visiting auction property page at [www.reckagri.com](http://www.reckagri.com), or by calling Reck Agri Realty & Auction.

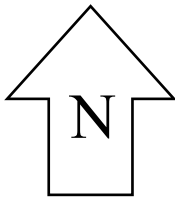
**ANNOUNCEMENTS:** The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for general location purposes only. The 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. Property is being sold AS IS-WHERE IS, without warranty, representation or recourse to Seller. 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 "ESTATE OF FLORINE MAE ELIAS LAND 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







## PLAT MAP



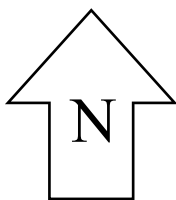
Example of potential >>  
pivot locations/size



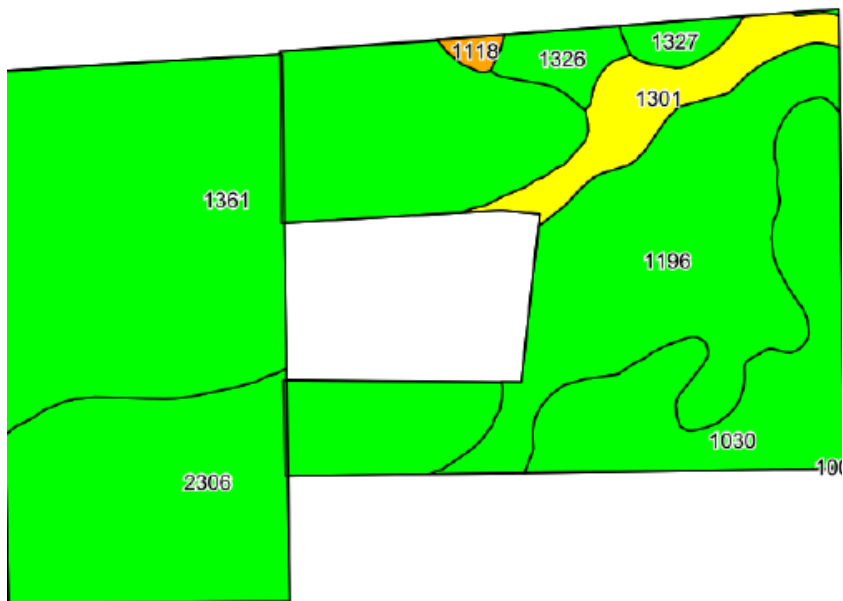


## PROPERTY INFORMATION

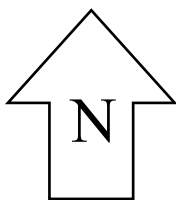
<b>LEGAL DESCRIPTION:</b>	Part NW1/4 Sec 34; E1/2E1/2 S of RR, except tracts Section 33, Township 14 North, Range 49 West of the 6th PM, Cheyenne County, NE. See Pages 16-24 for legal description, title commitment, and title exceptions.
<b>ACREAGE:</b>	157.60± Acres Cropland 7.89± Acres CRP (trees) <u>17.41± Acres Grass/Roads</u> 182.90± Total Acres
<b>LAND TENURE:</b>	See Soils Map on Page 6-7.
<b>TAXES:</b>	Estimated 2021 real estate taxes payable in 2022 are: \$7,579.53
<b>FSA INFORMATION:</b>	FSA bases: 98.68 ac corn w/116 bu PLC yield, 46.25 ac wheat w/55 bu PLC yield. 7.89 ac trees @ \$26.49, annual payment \$209.00. Expires 9/2035. See Page 9 for copy of CRP Contract #11408A.
<b>IRRIGATION WATER &amp; EQUIPMENT:</b>	158.1 certified acres in South Platte NRD associated with 1 irrigation well (G-026537). See Pages 10-12 for copy of well permit. See Pages 13-14 for copy of South Platte NRD Report.  See Page 15 for copy of Well Test.
<b>COMMENTS:</b>	90.5± ac planted to winter wheat; Buyer(s) to receive landlord (1/3) share of 2022 crop. Balance of cropland is in wheat stubble.
<b>STARTING BID:</b>	<b><i>\$220,000</i></b>



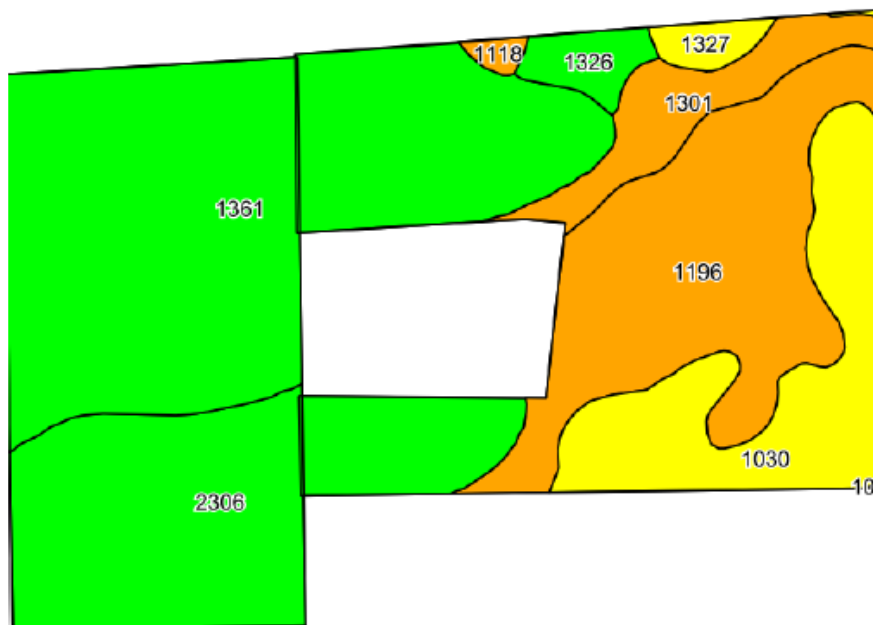
## SOILS MAP-IRRIGATED



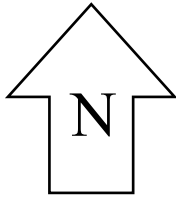
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class
1361	Bridget very fine sandy loam, 0 to 1 percent slopes	69.78	38.6%		Ile
2306	McCook very fine sandy loam, 0 to 1 percent slopes	38.39	21.2%		Ile
1196	Las loam, occasionally flooded	34.73	19.2%		IIw
1030	Glenberg fine sandy loam, 0 to 2 percent slopes	22.43	12.4%		Ile
1301	Bayard fine sandy loam, 3 to 6 percent slopes	9.06	5.0%		IIIe
1326	Bayard fine sandy loam, 0 to 1 percent slopes	3.37	1.9%		Ile
1327	Bayard fine sandy loam, 0 to 3 percent slopes	2.16	1.2%		Ile
1118	Bankard loamy sand, occasionally flooded	0.80	0.4%		IVe



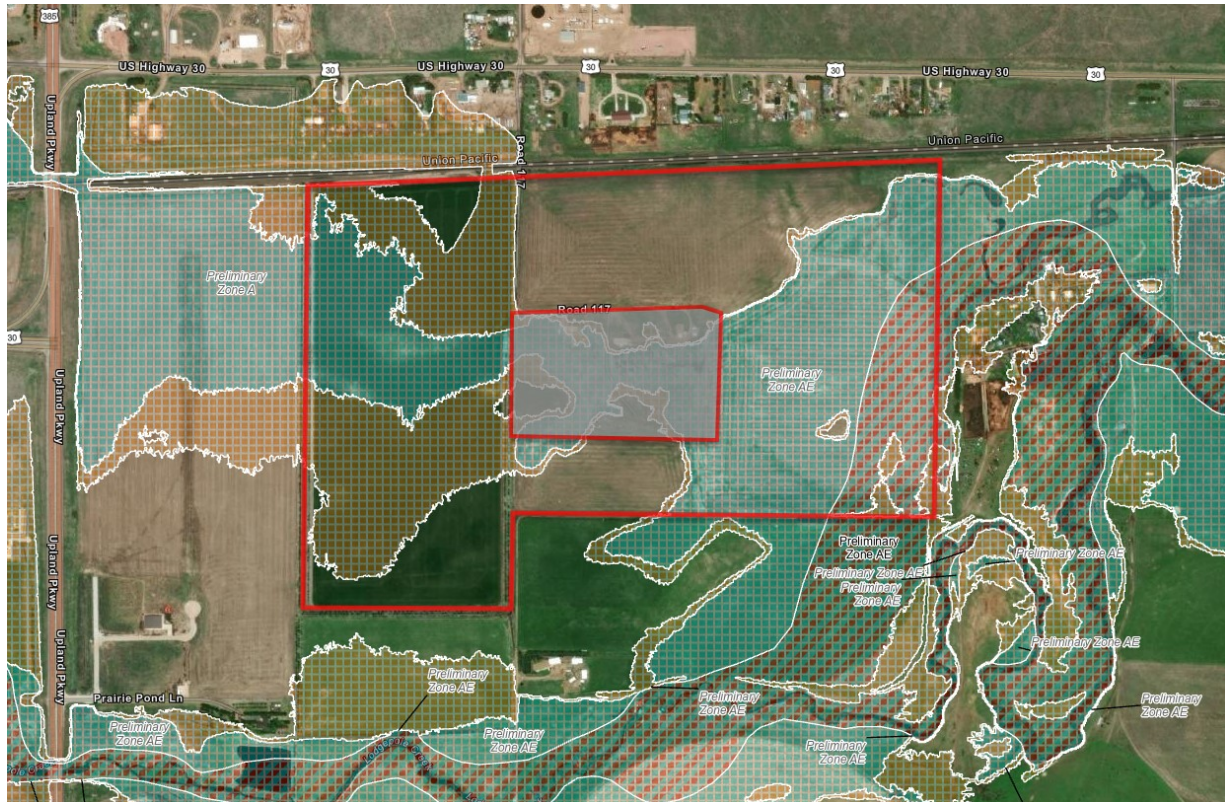
## SOILS MAP–NON-IRRIGATED



Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
1361	Bridget very fine sandy loam, 0 to 1 percent slopes	69.78	38.6%		IIc
2306	McCook very fine sandy loam, 0 to 1 percent slopes	38.39	21.2%		IIc
1196	Las loam, occasionally flooded	34.73	19.2%		IVw
1030	Glenberg fine sandy loam, 0 to 2 percent slopes	22.43	12.4%		IIIe
1301	Bayard fine sandy loam, 3 to 6 percent slopes	9.06	5.0%		IVe
1326	Bayard fine sandy loam, 0 to 1 percent slopes	3.37	1.9%		Ile
1327	Bayard fine sandy loam, 0 to 3 percent slopes	2.16	1.2%		IIIe
1118	Bankard loamy sand, occasionally flooded	0.80	0.4%		IVe



# FLOOD MAP



# CRP CONTRACT #11408A

Page 1 of 1

<b>CRP-1</b> (07-06-20)		<b>U.S. DEPARTMENT OF AGRICULTURE</b> Commodity Credit Corporation		1. ST. & CO. CODE & ADMIN. LOCATION 31 033		2. SIGN-UP NUMBER 53	
<b>CONSERVATION RESERVE PROGRAM CONTRACT</b>				3. CONTRACT NUMBER 11408A		4. ACRES FOR ENROLLMENT 7.89	
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) CHEYENNE COUNTY FARM SERVICE AGENCY 2244 JACKSON STREET SIDNEY, NE69162-1443				6. TRACT NUMBER 11279		7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10-01-2020 09-30-2035	
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (308) 254-4507				8. SIGNUP TYPE: Continuous			
<p><i>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.</i></p>							
9A. Rental Rate Per Acre \$ 26.49		10. Identification of CRP Land (See Page 2 for additional space)					
9B. Annual Contract Payment \$ 209.00		A. Tract No.		B. Field No.		C. Practice No.	
9C. First Year Payment \$		11279		0023		CP5A	
(Item 9C is applicable only when the first year payment is prorated.)		11279		0025		CP5A	
<b>11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)</b>							
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) FLORENCE MAE ELIAS ESTATE C/O CINDY TALLON 11596 ROAD 20 SIDNEY, NE69162-3006		(2) SHARE 100.00 %		(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	
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	
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	
<b>12. CCC USE ONLY</b>		A. SIGNATURE OF CCC REPRESENTATIVE					B. DATE (MM-DD-YYYY)
<p><b>NOTE:</b> 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 (16 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><b>Paperwork Reduction Act (PRA) Statement:</b> 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. <b>RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</b></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, audiotape, 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 <a href="http://www.ascr.usda.gov/complaint_filing_cust.html">http://www.ascr.usda.gov/complaint_filing_cust.html</a> 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: <a href="mailto:program.intake@usda.gov">program.intake@usda.gov</a>. USDA is an equal opportunity provider, employer, and lender.</p>							

Date Printed: 11/29/2021

# WELL PERMIT #G-026537

Iss. 81-3

Registration No. G-26537 County of Cheyenne Date Filed Feb. 15, 1967

## STATE OF NEBRASKA CERTIFICATE OF WELL DRILLER

I, ENTERPRISE DRILLING CO.  
Donald H. Lafler of Rt 2 Box 92-A Sidney, Nebraska  
(Name of Driller) (Postoffice Address)

County of Cheyenne State of Nebraska, do hereby certify that:

1. I am the driller of an irrigation well located on the NW 1/4 Quarter, Section No. 34  
Township 14 North, Range 49W, owned by Albert Sittner

whose postoffice address is Rt 1 Box 20-A Sidney State of Nebraska

2. That the drilling was begun on the 20 day of January, 1965, and completed on the 23 day of January, 1965.

3. That the well is cased and screened in the following manner: 20 feet 30 in. gal. culvert  
(Give kind of casing, lengths and position of plate and screen casing, weight of metallic casing, etc.)  
14 plate 10 feet perforated

4. That the diameter of drilled hole is 24 inches.

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

6. That the drilled hole is not sealed, as follows: Pump installed

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 FROM TO		MATERIAL DRILLED
0	5	Topsoil
5	15	Gravel
15	147	Broken Brule Clay

Date Signed 1/30/65

Donald H. Lafler  
Driller

(If more space is required please use reverse side of this page.)



Registration No. G-26537 County of Cheyenne Date Filed Feb. 15, 1967

 STATE OF NEBRASKA  
IRRIGATION WELL REGISTRATION

 I, ALBERT BITTNER of Rt. 1 Box 20-A Sidney  
(Name of Person registering well) (Postoffice Address)

 County of Cheyenne State of Nebraska, being first duly sworn upon my oath say:

 1st. That the name of the owner of the land upon which the irrigation well is located is Albert Bittner of Rt. 1 Sidney Street, Cheyenne County of Cheyenne State of Nebraska  
(City or Village)

 2nd. That the irrigation well is located on the SE Quarter of the N4 Quarter of Section 34 Township 14N Range 49W of the Sixth P. M., Cheyenne County, and is 200 feet from the South line and 1300 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: NW 1/4 S34 T 14 N R 49 W  
(Give Quarter, Section, Township and Range)

 amounting in all to approximately 160 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 1250 gallons per minute.  
5th. That the depth of the well is 147 feet, measured from the surface of the ground.  
6th. That the inside diameter of the casing is 30 inches.  
7th. That the static water level in the well is 5 feet below ground surface.  
8th. That the depth to water under normal pumping conditions is 35 feet below ground surface.  
(Pumping Level)  
9th. That the diameter of the pump column is 8 inches. That the diameter of the 3 bowl or bowls is 12 inches.  
(Give number of bowls)

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

12 X 2 H Semi-open impeller

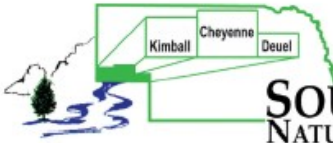
 11th. That the well was completed on or about the 23 day of January, 1965



Registration# Well ID Permit Number	Use Status	County Name NRD Name Well Location Footage Latitude Longitude	Completion Date Filing Date Decommission Date Times Replaced Online Registration ID (NOLID) Well Driller License Number	Acres Irrigated Gallons/Minute Static Level Pumping Level Series	Pump Column Diameter Pump Depth Well Depth
G-026537 WellID: 33145 <a href="#">View Scans</a>	I - Irrigation A - Active Registered Well	Cheyenne South Platte 14N 49 34 SENW 2440N 2627W	1/23/1965 2/15/1967 ---	160 1250 gpm 5 ft 35 ft PRO - Single Project	8 in --- 147 ft

Registration# Well ID Permit Number	Use Status	County Name NRD Name Well Location Footage Latitude Longitude	Completion Date Filing Date Decommission Date Times Replaced Online Registration ID (NOLID) Well Driller License Number	Acres Irrigated Gallons/Minute Static Level Pumping Level Series	Pump Column Diameter Pump Depth Well Depth
G-114161 WellID: 138179 <a href="#">View Scans</a>	I - Irrigation I - Inactive Well (Well is not Pumping)	Cheyenne South Platte 14N 49 34 NWNW 1050N 60W	1/25/2002 --- 4	--- --- --- --- PRO - Single Project	--- --- ---

# SOUTH PLATTE NRD REPORT



**SOUTH PLATTE**  
NATURAL RESOURCES DISTRICT

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](http://www.spnrd.org)

Owner/Operator

Henry & Florine Elias, Cynthia Talich  
2069 Rd 117  
Sidney, NE 69162

## Tract Info

Tract #: 14N49W340005  
Legal Description: Township 14N, Range  
49W, Section 34

## Allocation Info

Certified Acres: 158.1 ac.  
Subarea Name: Sidney to Colorado  
Allocation Period: 01/01/2019 through 12/31/2021  
Allocated Inches: 58"

(48" Base Allocation plus Carryforward)



## Flowmeters

Meter Serial Number: 05-8-1152

<u>Date Read</u>	<u>Reading</u>	<u>Year</u>	<u>Usage</u>
11/05/2018	5,555.56 AcreInch	2018	N/A
10/18/2019	5,555.56 AcreInch	2019	0" over 158.1 ac.
10/07/2020	5,555.56 AcreInch	2020	0" over 158.1 ac.

## Usage

Usage By Year:

2019: 0" of the allocation used this year / 58" remaining

2020: 0" of the allocation used this year / 58" remaining

Total Usage: 0" (0% of **total** allocation)

Carryforward: 10" «CarryforwardInfo»

Your Remaining Allocation: 58"

## Meter Maintenance Information

Meter Serial Number: 05-8-1152  
Contractor: Rasmussen  
Date Installed: 7/1/2005  
Next Maintenance Due: 4/16/2023

Maintenance History:

Date Work Done: 4/16/20      Type of Work: Exemption      Contractor:  
Notes: Contact the NRD before irrigating.  
Costshare Paid:

# SARGENT IRRIGATION CO.

## Efficiency Test Report Electric Motor

### WELL TEST

Name ELIAS, TALICH & BESSLER Address SIDNEY, NE Legal NW 34-14-49 CHEYENNE COUNTY

Latitude: 41 ° 08 ' 31.8 " Longitude: 102 ° 55 ' 52.5 "

Elevation

Date 1/17/2022

Well Depth: Casing Dia: Yr.Inst.: Bowls: 3-12K2M

Pump Mfg. BERKLEY SN: N-1009U Col: 80 ?? ft. 8 5/8 x 2 x 1 1/4

Drive Mfg.: U.S. HP: 50 SN: 3722880 Ratio:

Sprinkler: OPEN FLOW Type: Nozzled for: GPM@ PSI:

Static Water Level: 7

	Pump RPM	PSI	x	2.31	=	ft.	+	Pumping Level	+	Pump Loss	=	Total Hd. Ft	x	Flow GPM	/	3960	=	Water HP
1	1780	2	x	2.31	=	4.62	+	21	+	5.5	=	31.1	x	1311	/	3960	=	10.3
2			x	2.31	=	0	+		+		=		x		/	3960	=	
3			x	2.31	=	0	+		+		=		x		/	3960	=	

Electric 3 Phase: Meter# 163 621 746 Meter Multiplier .38 X 110 Frame # A365UP

Full Load Amps 62 Volts w/Motor Off 492 Rated RPM: 1800

KWH/h / 0.746 = Hook UP Horse Power

1	41.8	/	0.746	=	56
2	0	/	0.746	=	
3	0	/	0.746	=	

	Volts	x	AMPS	x	1.732	/	1000	x	Power Factor	=	KWH/H	=	1.34	x	Efficiency Factor	-	Thrust Loss	=	Pump HP
1	484	x	55.7	x	1.732	/	1000	x	91	=	42.4	=	1.34	x	0.905	-		=	51.4
2		x		x	1.732	/	1000	x		=		=	1.34	x		-		=	
3		x		x	1.732	/	1000	x		=		=	1.34	x		-		=	

Pump Efficiency:

Water HP / Pump HP = Pump Efficiency

1	10.3	/	51.4	=	20	%
2	0	/	0	=	0	%
3	0	/	0	=	0	%

Bowl Efficiency:

Pump HP - Lineshaft Loss = Bowl HP Water HP - Bowl HP = Efficiency

1	51.4	-	0.7	=	50.7	10.3	-	50.7	=	20.3
2		-		=			-		=	
3		-		=			-		=	

Comments:

RAN OPEN FLOW - GALLONS MEASURED AT THE WELLHEAD

PRESSURE READING WAS TAKEN AT THE WELLHEAD

PUMP SOUNDS OK/NO VIBRATION

MOTOR SOUNDS OK/NO VIBRATION

BOWLS SET AT 3/4 AFTER CLEAR, DROPPED DOWN 1/2 TURN AND GALLONS STAYED THE SAME

043009



# CHICAGO TITLE INSURANCE COMPANY

## **Transaction Identification Data for reference only:**

Issuing Agent: Ferguson Title Services

Issuing Office: 1720 2<sup>nd</sup> Ave ~ P.O. Box 92, Scottsbluff, NE 69363-0092

Commitment No.: 2210387

Loan ID:

Property Address: 2069 Rd 117

## **Schedule A**

File No. 2210387

1. Commitment Date: November 30, 2021 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2006)

Amount: \$5,000.00

Premium: \$150.00

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 3 on Schedule A**

B. ALTA Loan Policy (2006)

Amount: \$

Premium: \$

Proposed Insured:

3. The estate or interest in the land described or referred to in this commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:

**CINDY TALICH, Personal Representative of the Estate of FLORINE MAE ELIAS, deceased**

4. The land referred to in the Commitment is described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS SAID REFERENCE HEREBY MADE A PART OF THIS SCHEDULE "A"**

*This page is only a part of a 2016 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.*

**72C276B27**

**ALTA Commitment for Title Insurance 8-1-16 w- NE Mod**

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Page 1







## SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. 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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments 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 2021 and subsequent years.
8. Irrigation Taxes not certified to the County Treasurer, if any.
9. 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.
10. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
11. Rights of Irrigation Districts for irrigation canals, ditches, laterals and drains, if any.
12. Rights of tenants in possession under the terms of unrecorded leases.
13. 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.

(Continued on the following Page)

*This page is only a part of a 2016 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.*

72C276B27

ALTA Commitment for Title Insurance 8-1-16 w- NE Mod

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# CHICAGO TITLE INSURANCE COMPANY

File No. 2210387

(Continued from Page 1)

14. Included within matters excluded by Exclusions from Coverage, Paragraph 1(a) are the consequences of any action brought under the Perishable Agricultural Commodities Act of 1930, as amended 7 USCS 499 et seq., the Packers and Stockyard Act of 1921, as amended, 7 U.S.C. § 181 et. seq., or any similar federal or state law.
15. Railroad rights of way, switch tracks, spur tracks, electric, telephone and cable transmission line and all other easements, if any, over the premises taken or used for railroad.
16. Easement to construct and maintain lines for the transmission of electric energy, in favor of WESTERN PUBLIC SERVICE COMPANY, its successors and assigns, dated May 4, 1929, and recorded June 12, 1930 in Book "18", Page 646 of the Miscellaneous records of Cheyenne County, Nebraska. (Section 34)
17. Easement to construct and maintain lines for the transmission of electric energy, in favor of WESTERN PUBLIC SERVICE COMPANY, its successors and assigns, dated May 4, 1929, and recorded June 12, 1930 in Book "18", Page 648 of the Miscellaneous records of Cheyenne County, Nebraska. (Section 34)

End of Schedule B - Section 2

*This page is only a part of a 2016 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.*

**72C276B27**

**ALTA Commitment for Title Insurance 8-1-16 w- NE Mod**

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Page 2





## **EXHIBIT "A"**

**All that part of the E½E½ of Section 33, Township 14 North, Range 49 West of the 6th P.M., Cheyenne County, Nebraska, lying South of the Union Pacific Railroad right-of-way; EXCEPT a Tract of Land as shown by a Quitclaim Deed recorded April 16, 2004 in Book 141, Page 98 of the Deed Records of Cheyenne County, Nebraska and EXCEPT Block One, Talich Subdivision as set out in Plat recorded August 16, 1984 in Book 116, Page 422 of the records of Cheyenne County, Nebraska.**

**AND**

**All that part of the NW¼ of Section 34, Township 14 North, Range 49 West of the 6th P.M., Cheyenne County, Nebraska, lying south of the Union Pacific Railroad right-of-way, EXCEPT Block 1, Elias Subdivision, Cheyenne County, Nebraska**

**AND**

**All of Block 1, Elias Subdivision, Cheyenne County, Nebraska**

## **EXHIBIT "A"**

## MISCELLANEOUS RECORD No. 18 ✓

Serial No. 53788

## EASEMENT

Peter Helfrich &amp; Alice Helfrich

to

Western Public Service Company.

The State of Nebraska }  
 Cheyenne County } ss

Entered on Numerical Index and filed for record in the Clerk's office of said county the 12th day of June 1930 at 3 o'clock and--minutes P.M. and recorded in Book 18 of Miscellaneous Records on page 646. Henry Pavlat County Clerk.

KNOW ALL MEN BY THESE PRESENTS: That Peter Helfrich and Alice Helfrich his wife, of Cheyenne County, Nebraska, in consideration of the sum forty-eight Dollars in hand paid by the Western Public Service Company do hereby grant unto the said Company, its successors and assigns, the permanent right, privilege and easement of a right of way to construct and maintain lines for the transmission of electric energy, together with the right to erect and maintain all necessary poles, wires and other necessary equipment in connection therewith, on and across the following described property situated in Cheyenne County, Nebraska, more particularly described as follows:

Sec 34, T 14 N R 49 W

The pole line herein contemplated (consisting of 24 poles on the premises described) shall be located on the property approximately as follows: From the southwest corner of Sec 34 north to the half section line thence east on the half section line to the east line of Sec 34 Line to be built on section lines.

The Company shall also have the privilege and easement of ingress and egress across the property to its officers and employees for any purpose necessary in connection with the construction, operation, maintenance and inspection of said line.

The Company shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the lines and equipment used in connection therewith.

The Company will be responsible for all damage to growing crops caused by any of its employees working on or inspecting the line, and the Company will restore all fences so injured. It is further agreed and understood that the Company shall pay to the Grantors, their heirs and assigns, the sum of Two Dollars for each additional pole or tower erected on said premises from time to time, (not including replacements) whenever and as soon as said poles or towers are erected.

Signed the 4th day of May A.D. 1929.

Witness:  
 C. J. Bales  
 C. J. Bales

Peter Helfrich  
 Alice J. Helfrich

State of Nebraska, County of Cheyenne ) ss

On this 4th day of May A.D. 1929, before me, a Notary Public, in and for said county personally came Peter Helfrich and Alice J. Helfrich, his wife, to me personally known to be the identical persons who signed the above easement as grantors, and acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

My Commission expires on April 29, 1935. Katherine Hahler,  
 Notary Public in and for said County

\*\*\*\*\*  
 \* Katherine Hahler, Notarial Seal, Commission expires Apr 29\*  
 \* 1935, Cheyenne County, Nebraska \*  
 \*\*\*\*\*

Serial No. 53787

## EASEMENT FOR ELECTRIC LINES

W.C. Otterman

To

State of Nebraska )

Cheyenne County )

ss

Western Public Service Co.

Entered on Numerical Index and filed for record in the Clerk's office of said county the 12 day of June, 1930, at 3 o'clock and \_\_\_\_\_ minutes P.M. and recorded in Book 18 of Miscellaneous Records on page 648. Henry Pavlat, County Clerk.

KNOW ALL MEN BY THESE PRESENTS: That W.C. Otterman of Cheyenne County, Nebraska, in consideration of the sum of One Dollar in hand paid by the Western Public Service Company do hereby grant unto the said Company, its successors and assigns, the permanent right, privilege and easement of a right-of-way to construct and maintain lines for the transmission of electric energy, together with the right to erect and maintain all necessary poles, wires and other necessary equipment in connection therewith, on and across the following described property situated in Cheyenne County, Nebraska, more particularly described as follows: NW $\frac{1}{4}$  of Sec. 34, T. 14 N.R. 49 W.

The pole line herein contemplated (consisting of no poles on the premises described) shall be located on the property approximately as follows: Space of five ft for cross arms on poles to be located on SW $\frac{1}{4}$  of Sec. 34 T 14 N.R. 49 W.

The Company shall also have the privilege and easement of ingress and egress across the property to its officers and employes for any purpose necessary in connection with the construction, operation, maintenance and inspection of said line.

The Company shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the lines and equipment used in connection therewith.

The Company will be responsible for all damage to growing crops caused by any of its employes working on or inspecting the line, and the Company will restore all fences so injured. It is further agreed and understood that the Company shall pay to the Grantors, their heirs and assigns, the sum of \_\_\_\_\_ Dollars for each additional pole or tower erected on said premises from time to time (not including replacements) whenever and as soon as said poles or towers are erected.

Signed the 4th day of May, A.D. 1929.  
Witness:

W.C. Otterman

C.J. Balos

State of Nebraska )

County of Cheyenne )

ss

On this 4th day of May, A.D. 1929, before me, a Notary Public, in and for said county, personally came W.C. Otterman to me personally known to be the identical persons who signed the above easement as grantors, and acknowledged the execution of the same to be his voluntary act and deed.

Witness my hand and seal the day and year last above written.

My commission expires April 29, 1935.

Katherine Hahler, Notary Public in  
and for said County.

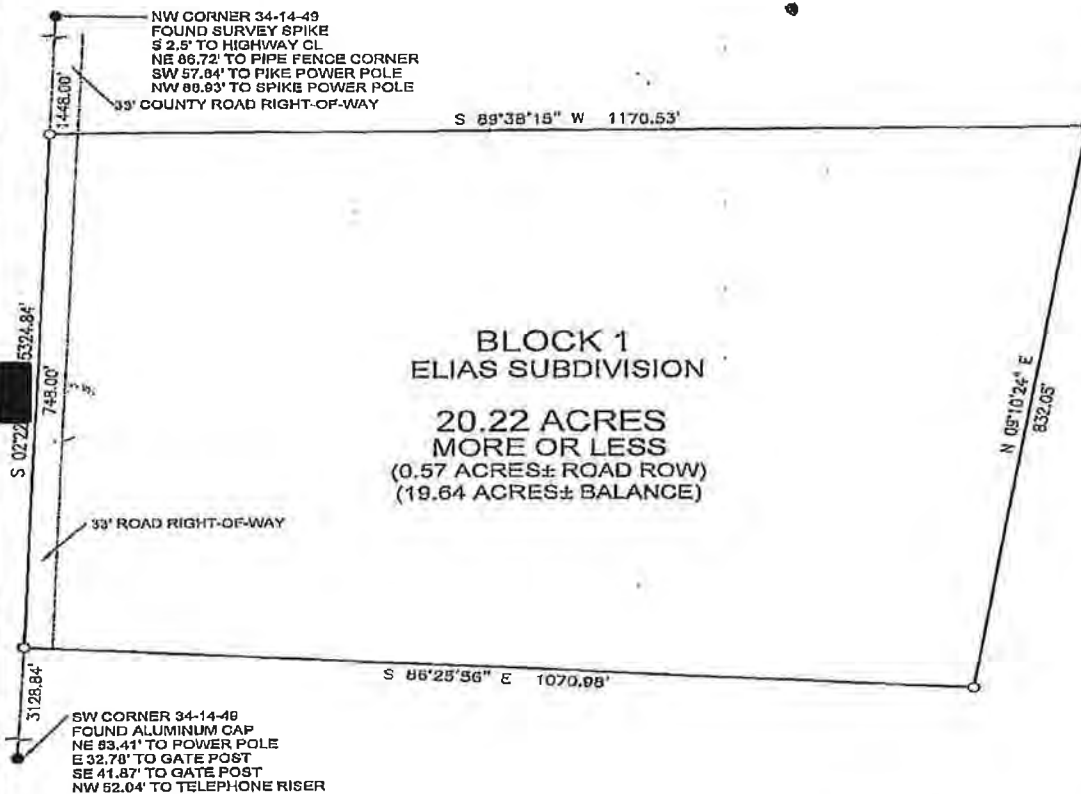
- Katherine Hahler, Notarial Seal, Cheyenne County, Neb. -  
- Commission expires Apr. 29, 1935. -

Fee: \$11.00  
Doc: \$  
Cheyenne County Clerk

47

FINAL PLAT  
BLOCK 1, ELIAS SUBDIVISION

A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF SECTION 34,  
TOWNSHIP 14 NORTH, RANGE 49 WEST OF THE 6TH P.M., CHEYENNE COUNTY, NEBRASKA.



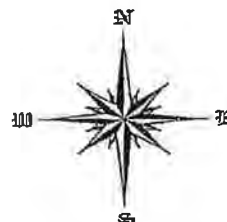
**LEGAL DESCRIPTION:**

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 49 WEST OF THE 6TH PRINCIPAL MERIDIAN, CHEYENNE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARTICULARLY DESCRIBED AS FOLLOWS:  
 REFERRING TO THE NORTHWEST CORNER OF SAID SECTION 34; THENCE, ALONG THE WEST LINE OF SAID SECTION, S02°22'44"W FOR A DISTANCE OF 1448.00 FEET; SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID WEST LINE, S02°22'44"W FOR A DISTANCE OF 7410.00 FEET; THENCE, S86°25'56"E FOR A DISTANCE OF 1070.70 FEET; THENCE, N09°10'24"E FOR A DISTANCE OF 832.05 FEET; THENCE, S89°38'15"W FOR A DISTANCE OF 1170.53 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 20.22 ACRES, MORE OR LESS, OF WHICH 0.57 ACRES ARE CONTAINED IN ROAD RIGHT-OF-WAY.

SURVIVOR NOTES:

- SURVEYOR NOTES:**
- 1) THIS TRACT MAY BE SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD OR APPARENT.
  - 2) ONLY THE RECORD DOCUMENTS NOTED HEREON WERE PROVIDED TO OR DISCOVERED BY SURVEYOR. NO ABSTRACT, CURRENT TITLE COMMITMENT NOR OTHER RECORD TITLE DOCUMENTATION WAS PROVIDED FOR THIS SURVEY.



SCALE 1"=160'  
 ●=CORNER FOUND  
 ○=CORNER SET  
 5/8"x24" REBAR PVC CAP

**SHEET**  
**1 OF 2**

PROJECT:  
BLOCK 1, ELIAS SUBDIVISION  
ENDY TALCH  
SIDNEY, NEBRASKA

## ACCUSTAR SURVEYING

30601 COUNTY ROAD 17  
PHONE: (308) 623-0187

MITCHELL, NE 69357  
CELL: (308) 831-0732

Date	1-11-68
Site	STATION 4, 1901
Run by	SW
Remarks	

# FINAL PLAT BLOCK 1, ELIAS SUBDIVISION

A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF SECTION 34,  
TOWNSHIP 14 NORTH, RANGE 49 WEST OF THE 6TH P.M., CHEYENNE COUNTY, NEBRASKA.

## SURVEYOR'S CERTIFICATE:

I, SCOTT M. BOSSE, NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603, DO HEREBY CERTIFY THAT I HAVE SURVEYED BLOCK 1, ELIAS SUBDIVISION, A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 49 WEST OF THE 6TH P.M., CHEYENNE COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING DRAWING; THAT THE ACCOMPANYING DRAWING IS A CORRECT DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 160 FEET TO THE INCH; THAT SAID SURVEY AND DRAWING WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE DISTANCES ARE GROUND DISTANCES GIVEN IN FEET AND DECIMALS OF A FOOT; AND THE MONUMENTS WERE FOUND OR SET AS INDICATED AND THE BOUNDARY IS DEPICTED BY A THICKENED SOLID LINE.

WITNESS MY HAND AND SEAL this 16<sup>TH</sup> day of SEPTEMBER, 2021.

Scott M. Bosse  
NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603



## OWNER'S STATEMENT:

WE, THE UNDERSIGNED, BEING THE OWNERS OF PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 49 WEST OF THE 6TH P.M., CHEYENNE COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT HAVE CAUSED SUCH REAL ESTATE TO BE PLATTED AS: BLOCK 1, ELIAS SUBDIVISION, A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 49 WEST OF THE 6TH P.M., CHEYENNE COUNTY, NEBRASKA.

THAT THE FOREGOING PLAT WAS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER.

DATED THIS 22 DAY OF October, 2021,

Cindy Talich  
ESTATE OF FLORINE MAE ELIAS  
CINDY TALICH, PERSONAL REPRESENTATIVE

## ACKNOWLEDGMENT

STATE OF NEBRASKA )  
COUNTY OF CHEYENNE )

BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY CAME CINDY TALICH, PERSONAL REPRESENTATIVE OF THE ESTATE OF FLORINE MAE ELIAS, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED TO THE FOREGOING "OWNER'S STATEMENT" AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY NOTORIAL SEAL THIS 22 DAY OF October, 2021.

Lori A. Borchert  
NOTARY PUBLIC



MY COMMISSION EXPIRES: 9/1/2024

## APPROVAL

BLOCK 1, ELIAS SUBDIVISION, A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 49 WEST OF THE 6TH P.M., CHEYENNE COUNTY, NEBRASKA, IS HEREBY ADMINISTRATIVELY APPROVED AND ACCEPTED BY THE CITY OF SIDNEY, CHEYENNE COUNTY, NEBRASKA.

THIS 22 DAY OF October, 2021.

David Scott  
DAVID SCOTT, CITY MANAGER

ATTEST:

Lori A. Borchert  
CITY CLERK

SHEET  
2 OF 2

PROJECT:  
BLOCK 1, ELIAS SUBDIVISION  
CINDY TALICH  
SIDNEY, NEBRASKA

**ACCUSTAR SURVEYING**  
30801 COUNTY ROAD 17  
PHONE: (308) 623-9197  
MITCHELL, NE 68357  
CELL: (308) 631-0737

Scale 1"=160'  
Date SEPTEMBER 8, 2021  
Dwn By SWD  
REVISION:



FINAL PLAT  
BLOCK 1, ELIAS SUBDIVISION

A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF SECTION 34,  
TOWNSHIP 14 NORTH, RANGE 49 WEST OF THE 6TH P.M., CHEYENNE COUNTY, NEBRASKA.



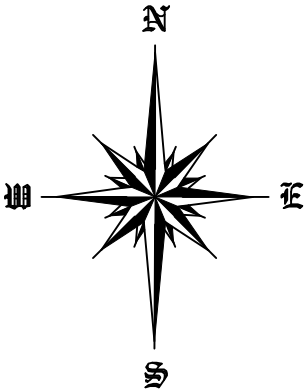
LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 49 WEST OF THE 6TH PRINCIPAL MERIDIAN, CHEYENNE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID SECTION 34; THENCE, ALONG THE WEST LINE OF SAID SECTION, S02°22'44"W FOR A DISTANCE OF 1448.00 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID WEST LINE, S02°22'44"W FOR A DISTANCE OF 748.00 FEET; THENCE, S86°25'56"E FOR A DISTANCE OF 1070.98 FEET; THENCE, N09°10'24"E FOR A DISTANCE OF 832.05 FEET; THENCE, S89°38'15"W FOR A DISTANCE OF 1170.53 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 20.22 ACRES, MORE OR LESS, OF WHICH 0.57 ACRES ARE CONTAINED IN ROAD RIGHT-OF-WAY.

SURVEYOR NOTES:

- 1) THIS TRACT MAYBE SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD OR APPARENT.
- 2) ONLY THE RECORD DOCUMENTS NOTED HEREON WERE PROVIDED TO OR DISCOVERED BY SURVEYOR. NO ABSTRACT, CURRENT TITLE COMMITMENT NOR OTHER RECORD TITLE DOCUMENTATION WAS PROVIDED FOR THIS SURVEY.



SCALE 1"=160'

●=CORNER FOUND  
○=CORNER SET  
5/8"x24" REBAR PVC CAP

--

PROJECT: BLOCK 1, ELIAS SUBDIVISION CINDY TALICH SIDNEY, NEBRASKA
--

<b>ACCUSTAR SURVEYING</b> 30601 COUNTY ROAD 17 PHONE: (308) 623-0197 24	MITCHELL, NE 69357 CELL: (308) 631-0737
--	--

Scale 1"=160'
Date: SEPTEMBER 6, 2021
Dwn By SMB
REVISED:



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

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

## FARM, RANCH, AND LAND PURCHASE AGREEMENT

Firm Name & Address:

Reck Agri Realty & Auction  
535 E Chestnut, PO Box 407  
Sterling, CO 80751

Date: January 27, 2022

The undersigned, \_\_\_\_\_, as Buyer(s), agrees to purchase the following Property:

Legal Description of Parcel as described in Estate of Florine Mae Elias Land Auction  
Detail Brochure Printed: January 18, 2022.

SELLER: \_\_\_\_\_

The only personal property included is as follows: Inclusions as stated in Estate of Florine Mae Elias Land Auction Detail Brochure Printed: January 18, 2022.

Seller agrees to furnish a title insurance policy insuring marketability and Buyer(s) shall be furnished a current title insurance commitment by Seller. The cost of title insurance issued for this sale, if any, shall be equally divided between Buyer(s) and Seller.

Seller agrees to convey to Buyer(s) by Personal Representative 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.

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: All Cash: Balance of \$ (Successful Bid less 15%) shall be paid in good funds at time of delivery of deed.



Other Provisions:

1-1.) Water rights to be conveyed as stated in Estate of Florine Mae Elias Land Auction Detail Brochure Printed: January 18, 2022.

1-2.) Growing crops to be conveyed as stated in Estate of Florine Mae Elias Land Auction Detail Brochure Printed: January 18, 2022.

1-3.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and auction ended January 27, 2022, and in accordance with the terms and conditions of this Purchase Agreement, the Estate of Florine Mae Elias Land Auction Detail Brochure Printed: January 18, 2022, the Title Commitment and all supplements and additions thereto, and other written statements as sent during the Auction by the Auction Broker and the Auctioneer. Upon Reck Agri Realty & Auction, as broker, declaring each tract sold, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Agreement and the Estate of Florine Mae Elias Land Auction Detail Brochure Printed: January 18, 2022. In the event of a conflict between this Agreement and the Estate of Florine Mae Elias Land Auction Detail Brochure Printed: January 18, 2022, the Estate of Florine Mae Elias Land Auction Detail Brochure Printed: January 18, 2022, as modified by written statements at the auction, shall control.

1-4.) 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.

1-5.) On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the Estate of Florine Mae Elias Land Auction Detail Brochure Printed: January 18, 2022, and understood, and agreed to all written statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the Estate of Florine Mae Elias Land Auction Detail Brochure Printed: January 18, 2022. 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.

1-6.) See Estate of Florine Mae Elias Land Auction Detail Brochure Printed: January 18, 2022, for terms and conditions of real estate taxes.

1-7.) Ferguson Title Services Title Commitment attached and incorporated by File No. 2210387.

1-8.) Estate of Florine Mae Elias Land Auction Detail Brochure Printed: January 18, 2022.

1-9.) In accordance with the Nebraska Uniform Electronic Transactions Act, Seller and Buyer(s) agree they may contract through facsimile transmission. Execution and delivery of this purchase agreement may be effected using facsimile transmission. 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.

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 the escrow agent. After the transfer, broker shall have no further responsibility or liability to Buyer(s) or Seller to account for the funds. Escrow agent's charges shall be equally divided between Buyer(s) and Seller.

The closing date of the sale shall be on or before March 4, 2022.

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.

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.

If Buyer fails to consummate this purchase according to the terms of this agreement, Seller may elect to treat this Contract as canceled, in which case all Earnest Money (whether or not paid by Buyer) shall be paid to Seller and retained by Seller; and Seller may recover such damages as may be proper; or Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

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

Buyer(s) acknowledges receipt of a copy of this offer, which has not yet been signed by Seller.

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUYER (Successful Bidder at Estate of Florine Mae Elias Land Auction)

ADDRESS: \_\_\_\_\_

NAMES FOR DEED: \_\_\_\_\_ in joint  
tenancy/tenants in common.

#### RECEIPT FOR EARNEST MONEY

RECEIVED FROM: \_\_\_\_\_  
\$ \_\_\_\_\_ (by Reck Agri Realty & Auction) 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 Deposit shall be refunded.

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

#### 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.

SELLERS:

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

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

#### BUYER(S) PLEASE NOTE

At closing Buyer(s) is required to have cashier's check for the balance of his payments.

#### SELLER PLEASE NOTE

Upon termination of Seller's insurance at closing, Seller should insure all personal property remaining on the premises prior to delivery of possession.

# Agency Disclosure Information for Buyers and Sellers

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

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

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

## Limited Seller's Agent

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

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

## Limited Buyer's Agent

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

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

## Limited Dual Agent

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

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

## Customer Only (list of services

provided to a customer, if any, on reverse side)

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

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

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

## Acknowledgement of Disclosure

(Including Information on back of form)

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Contact Information:**

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

**Items Broker may perform:**

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

## BIDDER APPROVAL REQUEST

Date: \_\_\_\_\_

I \_\_\_\_\_, request approval to bid on Estate of Florine Mae Elias Land Auction and participate in Online Only Auction to sell this property. In order to bid and participate in the Online Only Auction, I agree and acknowledge the following:

1. I have read the Estate of Florine Mae Elias Land Auction Detail Brochure, Printed January 18, 2022, and agree to the terms and conditions of the Online Only Auction.
2. The auction is to begin Wednesday, January 26, 2022 @ 8 am and will "soft close" Thursday, January 27, 2022 @ 12 noon. Bidding will continue in 5-minute increments until 5 minutes have passed with no new bids. Bidders may bid at any time before bidding closes.
3. With the close of the auction, if I am the successful bidder, I accept the title commitment and will sign the contract as shown within the above stated detail brochure, and deliver the earnest money deposit to Reck Agri Realty & Auction within 24 hours of the close of the auction.
4. With this request I have provided Reck Agri Realty & Auction the following: 1.) Verification of available funds to purchase the property; and/or 2.) Bank loan approval letter with no contingencies.
5. 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.

Bidder(s) requesting approval:

Signature:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by:

Reck Agri Realty & Auction

\_\_\_\_\_  
Marc Reck