

**DETAIL BROCHURE  
NEBRASKA PANHANDLE  
CRP LAND AUCTION**

PRINTED: August 3, 2022

Bidding Opens: August 18, 2022, 8 am, MT  
Bidding Closes: August 18, 2022, 12 noon MT



# NEBRASKA PANHANDLE CRP LAND AUCTION

Kimball & Banner Counties, Nebraska

TO BE SOLD AT

## MULTI PARCEL AUCTION with RESERVE

ON

Bidding Opens: August 18, 2022, 8 am, MT  
Bidding Closes: August 18, 2022, 12 noon, MT

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

*Marc Reck, Broker or Ben Gardiner, Salesperson*



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(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.*

**OVERVIEW:** The owners of the 1,256.5± acres are selling to complete a 1031 exchange. The parcels are located 12 mi to 24 mi NE/NW and 11 mi S of Kimball, NE in Kimball & Banner Counties. Property offered in 3 separate parcels currently enrolled in CRP with areas of grassland. 2 parcels expire in 2022 and 1 parcel in 2025. Some areas could be broken out to farm or remain as grassland for grazing.

**ONLINE BIDDING PROCEDURE:** The Nebraska Panhandle CRP Property will be offered for sale in 3 parcels. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on August 18, 2022. The auction will "soft close" @ 12:00 noon, MT on August 18, 2022. Bidding remains open on all parcels as long as there is continued bidding on 1 or more of the parcels. Bidding will close when 5 minutes have passed with no new bids on 1 or more of the parcels. Bidders may bid on any and/or all parcels at any time before bidding closes.

To bid at the online auction:

1. 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 Nebraska Panhandle CRP Land Auction property page to register to bid.
2. Your registration must be approved by Reck Agri Realty & Auction before you may bid. See Bidder Requirements below.
3. If you have questions regarding the bidding process and/or registration, call Reck Agri Realty & Auction at 970-522-7770.

**BIDDER REQUIREMENTS:** Requirements for Buyer(s) to be approved to bid online: 1.) Review and agree to the terms and conditions of the detail brochure; 2.) Provide Reck Agri Realty & Auction verification of available funds to purchase the property and/or bank loan approval letter with no contingencies; and 3.) 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 Nebraska Panhandle CRP Land Auction property page at [www.reckagri.com](http://www.reckagri.com) or by calling Reck Agri Realty & Auction.

**SALE TERMS/PROCEDURE:** The "NEBRASKA PANHANDLE CRP LAND AUCTION" is an online only auction with RESERVE. The Nebraska Panhandle CRP property to be offered in 3 parcels. 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 September 23, 2022. Closing to be conducted by Ferguson Title Services, LLC and the closing service fee to be split 50-50 between Seller and Buyer(s).

**TITLE:** Seller to pass title by Warranty Deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record. Title commitments are available for review 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 upon closing.

**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:** Seller to convey all water rights appurtenant to the property.

**REAL ESTATE TAXES:** 2022 Real Estate Taxes due in 2023 to be prorated to the day of closing.

**CRP CONTRACTS:** Seller to reserve the 2022 October CRP payments. Parcels #1 & #2 CRP contracts expire September 30, 2022. Seller to convey Parcel #3 CRP contract as successor in interest and the October 2023 and thereafter CRP payments to Buyer(s). Buyer(s) assumes responsibility of the maintenance of the CRP acres, the obligations of the CRP contract, and agree to enter into new CRP contract within 60 days after the closing. Buyer(s) assumes responsibility of the costs and penalties if Buyer(s) chooses to terminate the existing contract.

**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. bindweed, canadian thistle). 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 the FSA office and/or the county assessor records. The FSA and 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.

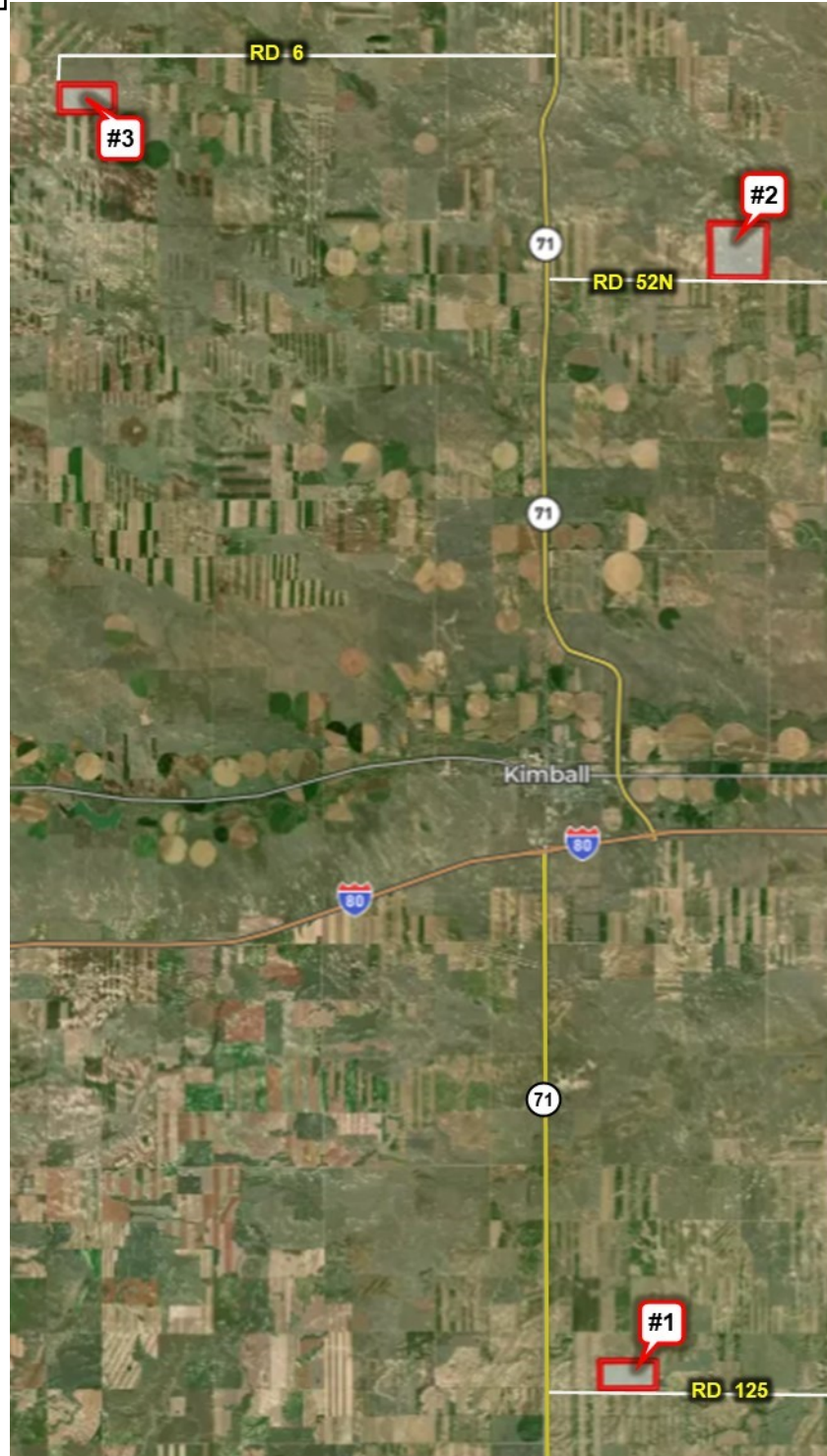
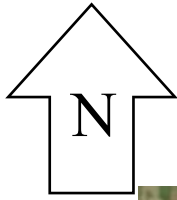
**BIDDER REQUIREMENTS:** Prior to auction, Buyer(s) to review the terms and conditions as set forth in the Detail Brochure. Detail Brochure may be obtained by visiting auction property page at [www.reckagri.com](http://www.reckagri.com), or by calling Reck Agri Realty & Auction.

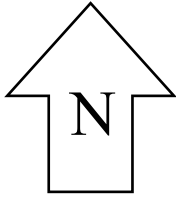
**MULTIPLE PARTY BID:** If several parties go together and collectively bid on parcel(s) and the Multiple Party Bid is the highest bid, at the conclusion of the auction each party within the Multiple Party Bid shall identify and agree to sign separate contract(s), pay for their respective separate parcel(s) at closing, and pay for a metes & bounds survey and additional title insurance premium to create the legal description for their respective separate parcel. The collective purchase prices for the separate parcels shall equal the total Multiple Party Bid.

**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 "NEBRASKA PANHANDLE CRP 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





## PARCEL #1 - PLAT MAP





**PARCEL #1**  
**PROPERTY INFORMATION**

**LEGAL DESCRIPTION:** S1/2 of Section 21, Township 13 North, Range 55 West of the 6th PM, Kimball County, NE.  
See Pages 23-30 for legal description, title commitment, and title exceptions.

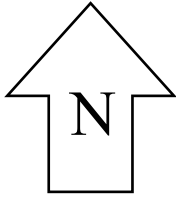
**ACREAGE:** 276.2± Acres CRP  
46.7± Acres Grass/Roads  
322.9± Total Acres

**LAND TENURE:** See Soils Map on Page 10

**TAXES:** 2021 real estate taxes payable in 2022 are: \$1,762.06

**FSA INFORMATION:** CRP Contract #10103C expires 9/30/2022. Total annual contract \$7,485.00; 276.19 ac @ \$27.10. See copy of contract on Page 13.

**STARTING BID:** \$135,000



## PARCEL #2 - PLAT MAP



**PARCEL #2**  
**PROPERTY INFORMATION**

**LEGAL DESCRIPTION:** All of Section 11, Township 16 North, Range 55 West of the 6th PM, Kimball County, NE.  
See Pages 31-35 for legal description, title commitment, and title exceptions.

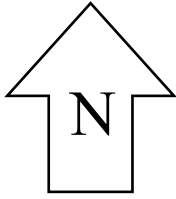
**ACREAGE:** 324.8± Acres CRP  
296.7± Acres Grass/Roads  
621.5± Total Acres

**LAND TENURE:** See Soils Map on Page 11

**TAXES:** 2021 real estate taxes payable in 2022 are: \$3,223.12

**FSA INFORMATION:** CRP Contract #10085 expires 9/30/2022. Total annual contract \$8,597.00; 324.8 ac @ \$26.47. See copy of contract on Page 14.

**STARTING BID:** \$180,000



## PARCEL #3 - PLAT MAP



## PARCEL #3 PROPERTY INFORMATION

**LEGAL DESCRIPTION:** S1/2 of Section 30, Township 17 North, Range 56 West of the 6th PM, Banner County, NE  
See Pages 36-37 for legal description, title commitment, and title exceptions.

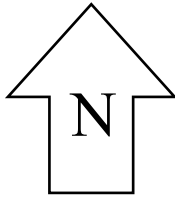
**ACREAGE:** 291.0± Acres CRP  
21.1± Acres Grass/Roads  
312.1± Total Acres

**LAND TENURE:** See Soils Map on Page 12

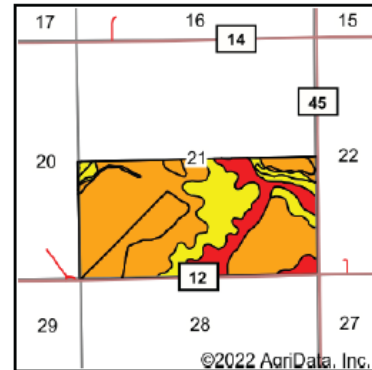
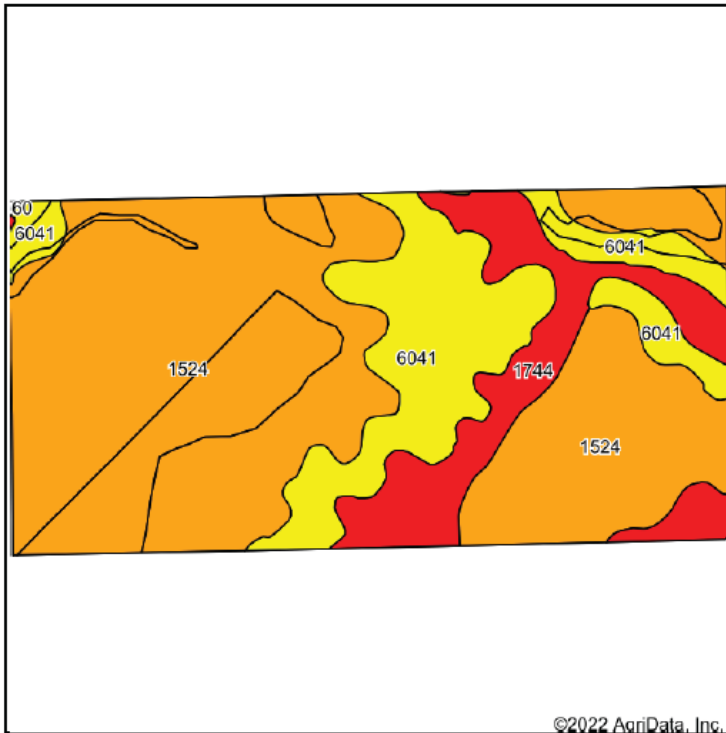
**TAXES:** 2021 real estate taxes payable in 2022 are: \$1,519.16

**FSA INFORMATION:** CRP Contract #1341A expires 9/30/2025. Total annual contract \$9,021.00; 291.01 ac @ \$31.00. See copy of contract on Page 15.

**STARTING BID:** \$75,000



# SOILS MAP - Parcel #1



State: **Nebraska**  
 County: **Kimball**  
 Location: **21-13N-55W**  
 Township: **Antelope**  
 Acres: **318.13**  
 Date: **8/3/2022**

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Soils data provided by USDA and NRCS.

Maps Provided By:



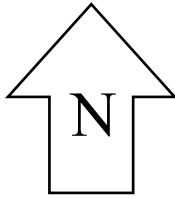
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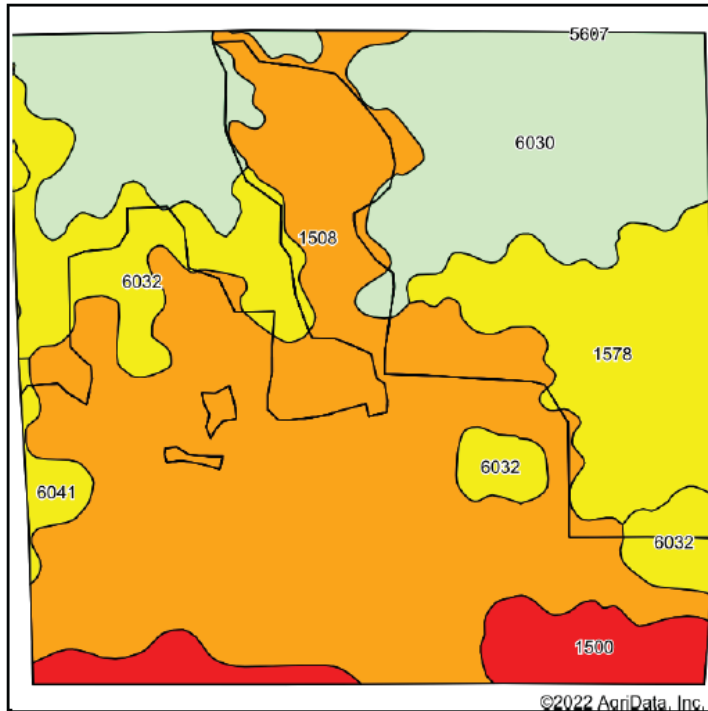


Area Symbol: NE105, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Millet Bu	Winter wheat fallow Bu	*n NCCPI Corn	*n NCCPI Small Grains
1524	Brownson-Rosebud-Canyon loams, 0 to 3 percent slopes	206.03	64.8%		Vs	5	10	12	17
6041	Tassel-Blanche sandy loams, 3 to 9 percent slopes	68.57	21.6%		Vle	3	7	9	14
1744	Rosebud-Hemingford loams, 0 to 1 percent slopes	43.39	13.6%		Illc	17	31	18	24
1660	Lodgepole loam, occasionally ponded	0.14	0.0%		Illw	17	28	22	24
Weighted Average					4.94	6.2	12.2	*n 12.2	*n 17.3

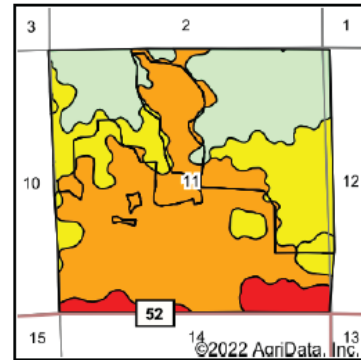


## SOILS MAP - Parcel #2



Soils data provided by USDA and NRCS.

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State: **Nebraska**  
 County: **Kimball**  
 Location: **11-16N-55W**  
 Township: **Antelope**  
 Acres: **621.99**  
 Date: **8/3/2022**

Maps Provided By:

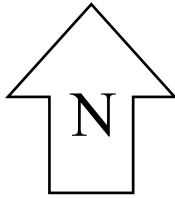


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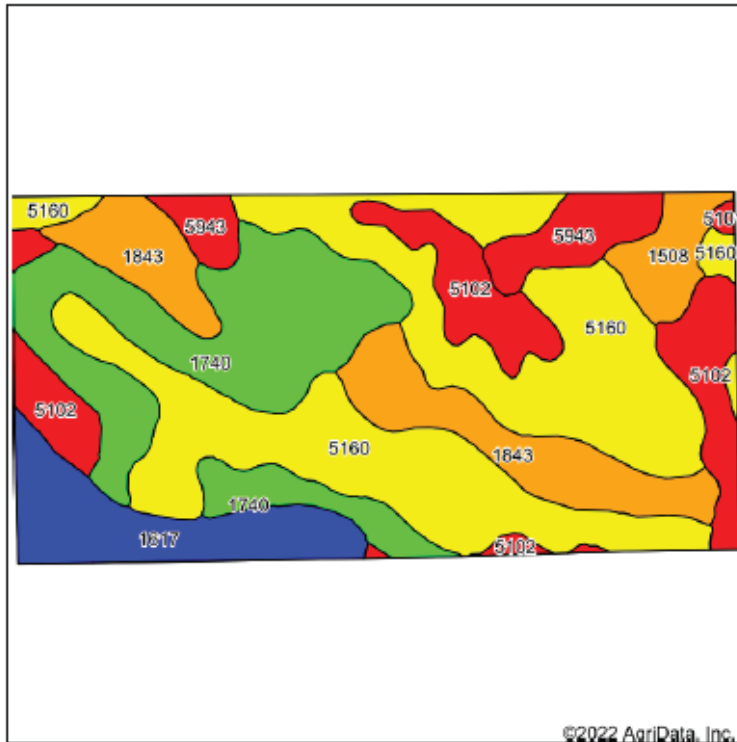


Area Symbol: NE105, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Millet Bu	Winter wheat fallow Bu	*n NCCPI Corn	*n NCCPI Small Grains
1508	Altvan-Eckley complex, 3 to 9 percent slopes	289.00	46.5%		Ve	6	14	13	18
6030	Tassel-Ashollow-Rock outcrop complex, 20 to 60 percent slopes	152.88	24.6%		Vlls			3	3
1578	Eckley and Altvan soils, 9 to 50 percent slopes	69.80	11.2%		Vls			9	14
6032	Tassel-Blanche complex, 9 to 30 percent slopes	67.31	10.8%		Vls			7	11
1500	Altvan fine sandy loam, 1 to 3 percent slopes	34.84	5.6%		Ille	15	29	14	23
6041	Tassel-Blanche sandy loams, 3 to 9 percent slopes	8.16	1.3%		Vle	3	7	9	14
<b>Weighted Average</b>					<b>5.61</b>	<b>3.7</b>	<b>8.2</b>	<b>*n 9.4</b>	<b>*n 13.3</b>

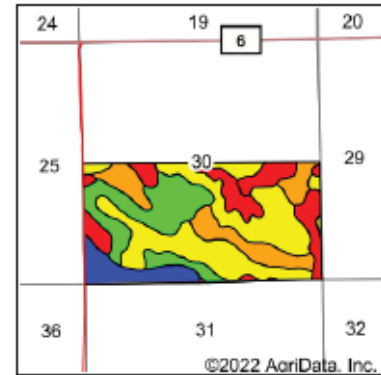


## SOILS MAP - Parcel #3



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Soils data provided by USDA and NRCS.



State: **Nebraska**  
 County: **Banner**  
 Location: **30-17N-56W**  
 Township: **Long Springs**  
 Acres: **309.16**  
 Date: **8/3/2022**

Maps Provided By  
**surety**  
 CUSTOMER ONLINE MAPPING  
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Area Symbol: NE007, Soil Area Version: 28											
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Alfalfa hay Tons	Millet Bu	Winter wheat Bu	Winter wheat fallow Bu	*n NCCPI Corn	*n NCCPI Small Grains
5160	Canyon-Sidney loams, 9 to 20 percent slopes, eroded	116.21	37.6%		Vls					6	10
1740	Rosebud-Canyon loams, 3 to 6 percent slopes	62.95	20.4%		IVe			26		12	15
1843	Sidney-Canyon loams, 6 to 9 percent slopes, eroded	38.73	12.5%		Ve			20		8	14
5102	Alliance loam, 3 to 6 percent slopes	37.88	12.3%		IIle			34		13	24
1617	Keith loam, 0 to 1 percent slopes	26.51	8.6%		IIc	2		42		29	31
5943	Duroc loam, 1 to 3 percent slopes	16.12	5.2%		IIle			39		11	22
1508	Aitvan-Eckley complex, 3 to 9 percent slopes	9.99	3.2%		Ve		6		14	13	18
5101	Alliance loam, 1 to 3 percent slopes	0.77	0.2%		IIle			38		13	24
Weighted Average					4.56	0.2	0.2	17.7	0.5	*n 10.8	*n 16



# PARCEL #1—CRP CONTRACT #10103C

5 1/2 21-13-55

This form is available electronically.

Page 1 of 1

<b>CRP-1</b> (10-22-15) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1. ST. & CO CODE & ADMIN. LOCATION 31 033	2. SIGN-UP NUMBER 43
<b>CONSERVATION RESERVE PROGRAM CONTRACT</b>		3. CONTRACT NUMBER 10103C	4. ACRES FOR ENROLLMENT 276.19
7A. COUNTY OFFICE ADDRESS (Include Zip Code) CHEYENNE COUNTY FARM SERVICE AGENCY 2244 JACKSON STREET SIDNEY, NE 69162-1443		5. FARM NUMBER 5497	6. TRACT NUMBER(S) 2927
7B. TELEPHONE NUMBER (Include Area Code): (308) 254-4507		8. OFFER (Select one) GENERAL <input checked="" type="checkbox"/> ENVIRONMENTAL PRIORITY <input type="checkbox"/>	9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2012 TO: (MM-DD-YYYY) 09-30-2022
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 that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. 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 PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; CRP-2C; or CRP-2G.			

10A. Rental Rate Per Acre \$ 27.10	11. Identification of CRP Land (See Page 2 for additional space)				
10B. Annual Contract Payment \$ 7,485	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
10C. First Year Payment \$	2927	1	CP1	276.19	\$ 0
(Item 10C applicable only to continuous signup when the first year payment is prorated.)					

## 12. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code): DAVID JOSEPH JESSEN C/O MICHAEL JESSEN 1790 SUMMIT DR SIDNEY, NE 69162-2408	(2) SHARE 33.33%	(3) SIGNATURE By Michael Jessen, POA	(4) DATE (MM-DD-YYYY) 7-25-18
B(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code): ANDREW MICHAEL JESSEN C/O MICHAEL JESSEN 1790 SUMMIT DR SIDNEY, NE 69162-2408	(2) SHARE 33.34%	(3) SIGNATURE By Michael Jessen, POA	(4) DATE (MM-DD-YYYY) 7-25-18
C(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code): BENJAMIN RAY JESSEN C/O MICHAEL JESSEN 1790 SUMMIT DR SIDNEY, NE 69162-2408	(2) SHARE 33.33%	(3) SIGNATURE By Michael Jessen, POA	(4) DATE (MM-DD-YYYY) 7-25-18

13. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE 	B. DATE (MM-DD-YYYY) 08/09/18
------------------	----------------------------------------	----------------------------------

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1410, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3901 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). 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.

This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 832-9992 to request the form. You may also write a letter stating the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider and employer.

☐ Original - County Office Copy

☐ Owner's Copy

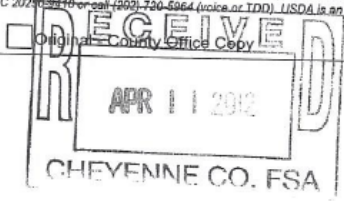
☐ Operator's Copy

# PARCEL #2 – CRP CONTRACT #10085

This form is available electronically.

11-16-55

<b>CRP-1</b> (07-23-10) <b>U.S. DEPARTMENT OF AGRICULTURE</b> Commodity Credit Corporation <b>CONSERVATION RESERVE PROGRAM CONTRACT</b> <small>NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</small>		1. ST. & CO. & ADMIN. LOCATION 31033		2. SIGN-UP NUMBER 43	
3. CONTRACT NUMBER 10085		4. ACRES FOR ENROLLMENT 324.8			
7. COUNTY OFFICE ADDRESS (Include Zip Code): CHEYENNE COUNTY FARM SERVICE AGENCY 2244 JACKSON ST SIDNEY, NE 69162-1443		5. FARM NUMBER 0003854		6. TRACT NUMBER(S) 0002777	
TELEPHONE NUMBER (Include Area Code):		8. OFFER (Select one) GENERAL <input checked="" type="checkbox"/> FROM: (MM-DD-YYYY) 10/01/2012 ENVIRONMENTAL PRIORITY <input type="checkbox"/> TO: (MM-DD-YYYY) 09/30/2022			
<p>THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be 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 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 that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. 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 PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1, CRP-1 Appendix and any addendum thereto, CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.</p>					
10A. Rental Rate Per Acre \$26.47 <i>mf 4-11-12</i>		11. Identification of CRP Land			
B. Annual Contract Payment \$8597		A. Tract No.	B. Field No.	C. Practice No.	D. Acres
C. First Year Payment (Item 10C applicable only to continuous signup when the first year payment is prorated.)		0002777	0001	CP2	165.0
		0002777	0001	CP2	159.8
12. PARTICIPANTS					
A(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): JESSEN LAND CO INC 4860 ROAD 143 LODGEPOLE, NE 69149-5015		(2) SHARE 100.00 %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE <i>By Michael Jensen Sen</i> (MM-DD-YYYY) 4-11-2012 <small>(If more than three individuals are signing, continue on attachment.)</small>		
B(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): N/A		(2) SHARE %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE (MM-DD-YYYY) <small>(If more than three individuals are signing, continue on attachment.)</small>		
C(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): N/A <small>(If more than three individuals are signing, continue on attachment.)</small>		(2) SHARE %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE (MM-DD-YYYY) <small>(If more than three individuals are signing, continue on attachment.)</small>		
13. CCC USE ONLY - Payments according to the shares are approved		A. SIGNATURE OF CCC REPRESENTATIVE <i>[Signature]</i>		(MM-DD-YYYY) 8-16-12	
<p>NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program contract, to assist in determining eligibility and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law Enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.</p>					
<p>The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital and family status. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audio tapes etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 320-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-4100 or call (800) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.</p>					
<div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Original - County Office Copy           <input type="checkbox"/> Owner's Copy           <input type="checkbox"/> Operator's Copy         </div>					



Date Printed: 04-04-12

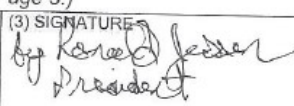
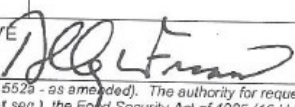


# PARCEL #3—CRP CONTRACT #1341A

5/2 30-17-56

This form is available electronically.

Page 1 of 1

<b>CRP-1</b> (10-22-15) <b>U.S. DEPARTMENT OF AGRICULTURE</b> Commodity Credit Corporation		<b>1. ST. &amp; CO CODE &amp; ADMIN. LOCATION</b> 31 033		<b>2. SIGN-UP NUMBER</b> 39											
<b>CONSERVATION RESERVE PROGRAM CONTRACT</b>		<b>3. CONTRACT NUMBER</b> 1341A		<b>4. ACRES FOR ENROLLMENT</b> 291.01											
<b>7A. COUNTY OFFICE ADDRESS (Include Zip Code)</b> CHEYENNE COUNTY FARM SERVICE AGENCY 2244 JACKSON STREET SIDNEY, NE 69162-1443		<b>5. FARM NUMBER</b> 3854		<b>6. TRACT NUMBER(S)</b> 2549											
<b>7B. TELEPHONE NUMBER (Include Area Code):</b> (308) 254-4507		<b>8. OFFER (Select one)</b> GENERAL <input checked="" type="checkbox"/> ENVIRONMENTAL PRIORITY <input type="checkbox"/>		<b>9. CONTRACT PERIOD</b> FROM: (MM-DD-YYYY) 10-01-2010 TO: (MM-DD-YYYY) 09-30-2025											
<p>THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. <b>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 PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; CRP-2C; or CRP-2G.</b></p>															
<b>10A. Rental Rate Per Acre</b> \$ 31.00		<b>11. Identification of CRP Land (See Page 2 for additional space)</b>													
<b>10B. Annual Contract Payment</b> \$ 9,021		<table border="1"> <thead> <tr> <th>A. Tract No.</th> <th>B. Field No.</th> <th>C. Practice No.</th> <th>D. Acres</th> <th>E. Total Estimated Cost-Share</th> </tr> </thead> <tbody> <tr> <td>2549</td> <td>1</td> <td>CP25</td> <td>291.01</td> <td>\$ 0</td> </tr> </tbody> </table>				A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share	2549	1	CP25	291.01	\$ 0
A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share											
2549	1	CP25	291.01	\$ 0											
<b>10C. First Year Payment</b> \$		(Item 10C applicable only to continuous signup when the first year payment is prorated.)													
<b>12. PARTICIPANTS (If more than three individuals are signing, see Page 3.)</b>															
<b>A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):</b> JESSEN LAND CO INC 620 CHARLES DR SIDNEY, NE 69162-2504		<b>(2) SHARE</b> 100.00 %		<b>(3) SIGNATURE</b> 											
<b>B(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):</b>		<b>(2) SHARE</b>		<b>(3) SIGNATURE</b>											
<b>C(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):</b>		<b>(2) SHARE</b>		<b>(3) SIGNATURE</b>											
<b>13. CCC USE ONLY</b>		<b>A. SIGNATURE OF CCC REPRESENTATIVE</b> 		<b>B. DATE (MM-DD-YYYY)</b> 08/26/19											
<p><b>NOTE:</b> The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552 - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1410, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). 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>This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). 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>															

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiocassette, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider and employer.

☐ Original County Office Copy

☐ Owner's Copy

☐ Operator's Copy



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: August 18, 2022

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

Legal Description of Parcel # \_\_\_\_\_ as described in Nebraska Panhandle CRP Land  
Auction Detail Brochure Printed: August 3, 2022.

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

The only personal property included is as follows: Inclusions as stated in Nebraska Panhandle  
CRP Auction Detail Brochure Printed: August 3, 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 Warranty & Trustee 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 Nebraska Panhandle CRP Auction Detail Brochure Printed: August 3, 2022.

1-2.) Growing crops to be conveyed as stated in Nebraska Panhandle CRP Auction Detail Brochure Printed: August 3, 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 August 18, 2022, and in accordance with the terms and conditions of this Purchase Agreement, the Nebraska Panhandle CRP Auction Detail Brochure Printed: August 3, 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 Nebraska Panhandle CRP Auction Detail Brochure Printed: August 3, 2022. In the event of a conflict between this Agreement and the Nebraska Panhandle CRP Auction Detail Brochure Printed: August 3, 2022, the Nebraska Panhandle CRP Auction Detail Brochure Printed August 3, 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 Nebraska Panhandle CRP Auction Detail Brochure Printed: August 3, 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 Nebraska Panhandle CRP Auction Detail Brochure Printed: August 3, 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 Nebraska Panhandle CRP Auction Detail Brochure Printed: August 3, 2022, for terms and conditions of real estate taxes.

1-7.) Ferguson Title Services, LLC Title Commitment attached and incorporated by File No. 2220162, 2220163, 2220164.

1-8.) Nebraska Panhandle CRP Auction Detail Brochure Printed: August 3, 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 affected 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 September 23, 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.

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

1031 BUYER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Buyer(s) may desire to purchase the property which is the subject of this Contract in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Seller agrees that Buyer(s) may purchase through and assign this contract to a qualified intermediary chosen by Buyer(s), as may be needed to complete a 1031 tax-free exchange, which may not be simultaneous. Seller will cooperate with such exchange provided that Seller is not required to incur any additional expense or risk. Notwithstanding the utilization of a qualified intermediary to accomplish a like-kind exchange, Seller will confirm and ratify to Buyer(s) any warranty required under this Contract at the time of closing.

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 Nebraska Panhandle CRP 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.

SEE BACK

# 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 Nebraska Panhandle CRP 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 Nebraska Panhandle CRP Land Auction Detail Brochure, Printed August 3, 2022, and agree to the terms and conditions of the Online Only Auction.
2. The auction is to begin Thursday, August 18, 2022 @ 8 am and will "soft close" @ 12 noon. Bidding will continue in 5-minute increments until 5 minutes have passed with no new bids. Bidding remains open on all parcels as long as there is continued bidding on 1 or more of the parcels. Bidders may bid on any and/or all parcels 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.
6. Will you be using a 1031 Exchange? \_\_\_\_\_

Bidder(s) requesting approval:

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

Signature:

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

Approved by:

Reck Agri Realty & Auction

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



# CHICAGO TITLE INSURANCE COMPANY

## PARCEL #1--TITLE COMMITMENT

### **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.: 2220162

Loan ID:

Property Address: Rural

### **Schedule A**

File No. 2220162

1. Commitment Date: June 29, 2022 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:

**ANDREW MICHAEL JESSEN, as to an undivided 1/3 interest;  
DAVID JOSEPH JESSEN, as to an undivided 1/3 interest;  
BENJAMIN R. JESSEN, as to an undivided 1/3 interest**

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

**In Township 13 North, Range 55 West of the 6th P.M., Kimball County, Nebraska:  
Section 21: S½**

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**72C276B27**

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

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**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 2022 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)

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# CHICAGO TITLE INSURANCE COMPANY

File No. 2220162

(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. Right of Way Contract for a pipe line, in favor of SERVICE PIPE LINE COMPANY, its successors and assigns, dated September 27, 1954, and recorded December 20, 1954 in Book "16", Page 366-367 of the Miscellaneous records of Kimball County, Nebraska.
16. General Conveyance, Assignment, and Bill of Sale in favor of Kinder Morgan Interstate Gas Transmission, LLC recorded August 10, 2012 in Book "64", Page 438-461 of the Miscellaneous records of Kimball County, Nebraska.
17. Right of Way Easement for an electric transmission line, in favor of HIGH WEST ENERGY, a Cooperative, dated October 20, 2020, and recorded June 28, 2021 in Book "68", Page 388-390 of the Miscellaneous records of Kimball County, Nebraska.

End of Schedule B - Section 2

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**72C276B27**

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STATE OF Nebraska

(ACKNOWLEDGMENT)

Kimball County

Before me, L. Jean Harrison

a Notary Public in and for said

County and State, on this 29 day of September, 1958, personally appeared

Donna E. Long and Helen Long, husband and wife; Donald E. Long, Donald E. Long, Anthony  
Donald E. Long, Anthony, wife of Donald; Anna Long, Joseph H. Long, and John T. Long,  
all of the County of Kimball, State of Nebraska, who executed the within and foregoing instrument and acknowledged to me that they

executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal on the day and year written above.

My commission expires

June 12, 1956

L. Jean Harrison

Notary Public

STATE OF Colorado

(ACKNOWLEDGMENT)

City & Co. of Denver County

Before me, F. Wilson Pabst

a Notary Public in and for said

County and State, on this 13th day of November, 1958, personally appeared

Geraldine A. Long

and

being known to be the principal person who executed the within and foregoing instrument and acknowledged to me that she

executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal on the day and year written above.

My commission expires

June 12, 1956

F. Wilson Pabst

Notary Public

Serial 354 Line No. 259

FROM

Acos H. Long, et al.

TO

SERVICE PIPE LINE COMPANY

Kimball County, Nebraska

Line 10 - Freeman 20'

Length 54' 10"

20' 10"  
10' 10"  
10' 10"  
10' 10"

10' 10"

RETURN TO: FIELD OF WAY DEPT.  
SERVICES PIPE LINE CO.  
BOX 1375 TULSA, OKLAHOMA

116-367

388

State of Nebraska, Kimball County, as filed for record  
on the 28<sup>th</sup> day of June, 2021 at 11:32am  
Book MR 68 Page 388-390  
Cathleen A. Sibal, Kimball County Clerk  
By HP

F	N	A
HP	HP	HP

Return to:  
High West Energy  
P.O. Box 519  
Pine Bluff, WY 82082

THIS PAGE IS FOR INDEXING PURPOSES ONLY

RIGHT OF WAY BASEMENT



## RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE present, that Benjamin Jessen hereinafter called "Grantor" of County of Kimball, State of Nebraska, hereby grant(s) unto High West Energy, a Cooperative, and to its successors or assigns, the right to enter on or under the lands of the Grantor(s) situated in the County of Kimball, State of Nebraska and described as follows:

An easement in the S 1/2 of Section 21, T13 N, R 55 W, Kimball County Nebraska. This easement is for approximately 7,920+/- feet in length, 20 feet in width for overhead power lines. More specifically starting at the southwest property corner running easterly for approximately 5,280+/- feet, adjacent to and paralleling County Road 12 Right of Way, then turning northerly for approximately 2,640+/- feet, adjacent to and paralleling County Road 45 Right of way. Please see attached map.

And to place, construct, operate, repair, maintain, and replace thereon and in, under or upon all streets, roads, or highways abutting said lands, an electric transmission or distribution line or system and all related equipment, as well as telecommunications, broadband, fiber, and any other internet and telecommunication systems and equipment. This easement includes the right to cut and trim trees to the extent necessary to keep them clear of said electric line or system and to cut down from time to time, all dead, weak or leaning or dangerous trees that are tall enough to strike the wires in falling.

This agreement shall be binding upon all successors, assigns, heirs and grantees of the Grantor. IN WITNESS WHEREOF, the Grantor have set their hands and seals this 26 day of October, 2020.

Signed Ben Jessen

Printed Ben Jessen

State of Nebraska

Current Address 1524 Osage St

County of Cheyenne

City, State, Zip Sidney NE 69162

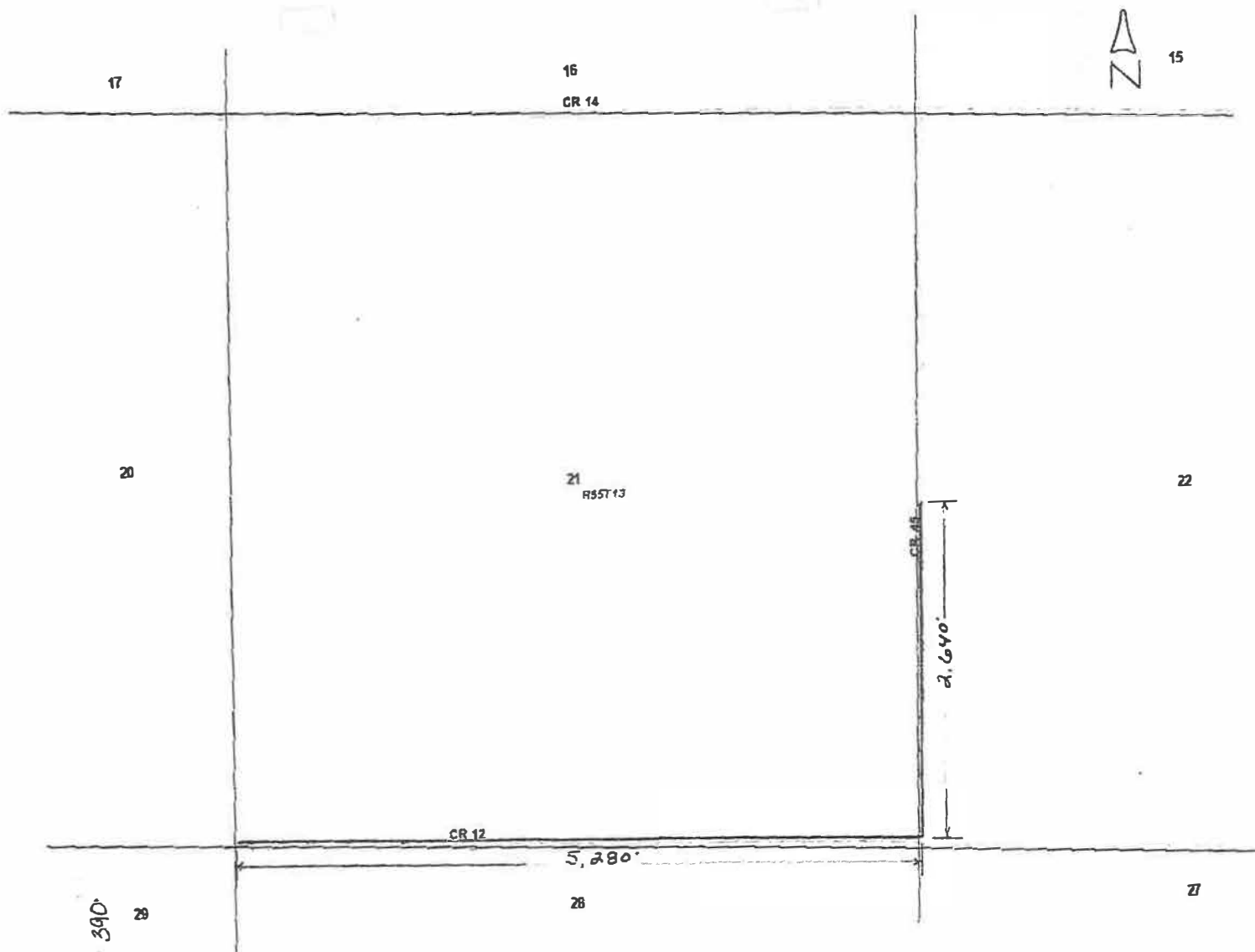
The above instrument was acknowledged before me on this 20 day of October, 2020, by Benjamin Jessen to me known to be the person/persons describe on, and who executed, the foregoing instruments and acknowledged that they executed the same as their free act and deed.

Deanna L Bond

NOTARY PUBLIC

My commission expires: 10-5-24







PARCEL #2--TITLE COMMITMENT

**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.: 2220163  
 Loan ID:  
 Property Address: Rural

**Schedule A**

File No. 2220163

1. Commitment Date: June 29, 2022 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:

**JESSEN LAND CO., INC., a Nebraska Corporation**

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

**In Township 16 North, Range 55 West of the 6th P.M., Kimball County, Nebraska:**  
**Section 11: ALL**

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# CHICAGO TITLE INSURANCE COMPANY

File No. 2220163

## 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 2022 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.*

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# CHICAGO TITLE INSURANCE COMPANY

File No. 2220163

(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. Grant of Easement for cable line, in favor of UNITED STATES OF AMERICA, dated December 4, 1963, and recorded December 31, 1963 in Book "30", Page 410 - 411 of the Miscellaneous records of Kimball County, Nebraska.

End of Schedule B - Section 2

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Tract Nos. CF-1203E and CF-1205E  
F. E. Warren AFB, AF Facility

GRANT OF EASEMENT FOR  
CABLE LINE AND APPURTENANCES

THIS INDENTURE, made this 4<sup>th</sup> day of December, 1963  
by and between Ozar Swearingen and Lora Swearingen, husband and wife,

of the County of Kimball, State of Nebraska; parties of the first part,  
and the UNITED STATES OF AMERICA of Washington, D. C., party of the second  
part, WITNESSETH:

That the parties of the first part, for and in consideration of ~~one~~ <sup>Five hundred and no/cent</sup> Dollars  
to them in hand paid by the party of the second part, the receipt of which is  
hereby acknowledged, do hereby grant, convey, bargain, and warrant unto the  
UNITED STATES OF AMERICA, party of the second part, and its assigns, forever the  
perpetual right-of-way and easement to place, construct, maintain, operate,  
repair, replace, patrol, and remove a cable line, junction boxes, manholes, and  
other appurtenances in, upon, over, and under a strip of land 164 feet in width,  
(82 feet on each side of the centerline of the cable line, as placed) running  
across the following described land, now owned by us, in Kimball County, State  
of Nebraska, to wit:

Tract No. CF-1203E - The West Half of the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section 11,  
Township 16 North, Range 55 West of the Sixth Principal Meridian; said strip of  
land contains 0.74 acres, more or less,

Tract No. CF-1205E - The Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>), South Half of the Southwest  
Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section 11, Township 16 North, Range 55 West of the Sixth  
Principal Meridian; said strip of land contains 1.99 acres, more or less,

State of Nebraska, Kimball County, ss. Filed for record  
on the 31 day of December, 1963, at  
12.31-63  
30-410-411  
Henry B. Swearingen, County Clerk

together with the right of ingress and egress as may be necessary to maintain,  
operate, repair, replace, patrol, and remove said cable line, junction boxes,  
manholes, and other appurtenances; said right of ingress and egress to be  
exercised by the UNITED STATES OF AMERICA, its representatives, agents, and  
contractors in a reasonable manner.

Said cable line is to be maintained and operated as constructed or placed,  
namely, at least 36 inches below the surface of said land. Said junction boxes,  
manholes, and other appurtenances may be maintained and operated as constructed  
or placed, namely, extending to or above the surface of said land.

The parties of the first part, for their heirs, administrators, executors,  
and assigns, covenant and agree that they will not permanently remove or  
shift the soil or rearrange the contour or permanently change the surface of  
said 164 foot strip of land, by terracing or otherwise, unless 180-day advance  
written notice is given to the Base Commander, F. E. Warren Air Force Base,  
Wyoming, of the intention to permanently change the surface of said strip,  
and thereupon the United States, its representatives, agents, contractors  
and assigns will have the right to enter upon said strip within said 180-day  
period to lower or adjust said cable and appurtenances as may be necessary.

The party of the second part shall be responsible for future loss or damage  
resulting directly from the exercise by the UNITED STATES OF AMERICA, its  
representatives, agents, and contractors of the right to maintain, operate,  
repair, replace and remove said cable line, junction boxes, manholes, and other  
appurtenances, subject to the availability of appropriations for the payment  
for such loss or damage.



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Said cable line, junction boxes, manholes, other appurtenances, and equipment constructed or placed by the party of the second part shall remain the property of the UNITED STATES OF AMERICA and may be removed by the UNITED STATES OF AMERICA at any time.

There is reserved to the parties of the first part, their heirs, executors, administrators, and assigns all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the right-of-way and easement herein granted, including the right to cultivate and harvest crops within the limits of said 16 1/2 foot strip.

The easement hereby conveyed is subject to oil, gas, and minerals and/or interests therein.

IN WITNESS WHEREOF, the parties hereto have executed this indenture as of the day and year first above written.

Omar Swearingen  
Omar Swearingen

Lora Swearingen  
Omar/Spouse Lora Swearingen

\_\_\_\_\_  
Omar/Spouse

\_\_\_\_\_  
Omar/Spouse

Witness:

Robert J. Hines

UNITED STATES OF AMERICA

BY James F. Small  
JAMES F. SMALL  
Chief, Cheyenne Field Office  
Special Projects Branch  
Real Estate Division  
U. S. Army Engineer District, Omaha  
Cheyenne, Wyoming

STATE OF NEBRASKA )  
COUNTY OF KIMBALL ) ss.

On this 25<sup>th</sup> day of DECEMBER, 1963, before me S.E. TORRESON  
Notary Public in and for said county, personally appeared Omar Swearingen and Lora Swearingen,

known to me to be the identical persons described in and whose names are subscribed to the foregoing instrument as grantors and acknowledged the said instrument to be their voluntary act and deed.



S.E. TORRESON  
Notary Public

My commission expires:

SEP 25, 1965



**PARCEL #3--TITLE COMMITMENT**

**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.: 2220164

Loan ID:

Property Address: Rural

**Schedule A**

File No. 2220164

1. Commitment Date: June 29, 2022 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:

**Jessen Land Co., Inc., a Nebraska Corporation**

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

**In Township 17 North, Range 56 West of the 6th P.M., Banner County, Nebraska:**  
**Section 30: S½**

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**72C276B27**

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## 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 2022 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.
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.

End of Schedule B - Section 2

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