

**DUE DILIGENCE PACKET  
FEGLER TRUST  
DRYLAND AUCTION  
PRINTED: April 14, 2023**

Bidding Opens: May 10, 2023, 8 am MT  
Bidding Closes: May 10, 2023, 12 noon MT



# **FEGLER TRUST DRYLAND AUCTION**

Chase County, Nebraska

TO BE SOLD AT

## **SINGLE PARCEL AUCTION with RESERVE**

**Bidding Opens: May 10, 2023, 8 am, MT**  
**Bidding Closes: May 10, 2023, 12 noon, MT**

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*FOR FURTHER INFORMATION OR FOR SHOWING BY APPOINTMENT CONTACT . . .  
Ben Gardiner, Salesperson or Marc Reck, Broker*



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

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# Terms & Conditions

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***Announcements made by Reck Agri Realty & Auction at the time of sale will take precedence over any previously printed material or other oral statements.***

**AUCTION PROCEDURE:** The Fegler Trust Dryland property will be offered for sale in one parcel. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on May 10, 2023. The auction will “soft close” @ 12:00 noon, MT on May 10, 2023. Bidding remains open as long as there is continued bidding. Bidding will close when 5 minutes have passed with no new bids.

**TERMS:** Upon the conclusion of the auction, the highest bidder(s) will sign a Disclosure of Brokerage Relationships in Real Estate Transactions and will enter into and sign a Farm, Ranch, and 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 in the Due Diligence Packet and oral announcements shall be incorporated and made a part of the Farm, Ranch, and Land Purchase Agreement. Sample of purchase agreement is available within the Due Diligence Packet.

**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 June 16, 2023. Closing to be conducted by Southwest Title Company and the closing service fee to be split 50-50 between Seller and Buyer(s).

**TITLE:** Seller to pass title by Trustee’s Deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record. Title commitments are available for review within the Due Diligence Packet and title commitment and exceptions will be incorporated and made a part of the Farm, Ranch, & Land Purchase Agreement. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s), except Buyer(s) to pay for cost of loan title insurance policy, if applicable. The Buyer(s) to receive a TBD title commitment within Due Diligence Packet, 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 property upon closing except farmland is subject to farm lease for 2023 crop season.

**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.

**GROWING CROPS:** None; subject to farm lease for 2023. Buyer to receive cash rental payments for 2023 crop year.

**REAL ESTATE TAXES:** 2023 Real Estate Taxes due in 2024 to be paid by Buyer.

**FSA DETERMINATION:** FSA base acres and yields to pass with the property as designated within the Due Diligence Packet. Buyer and Seller, at closing, to sign a Memorandum of Understanding (MOU) stating the base acres and yields as designated within the Due Diligence Packet.

**LEGAL DESCRIPTION:** Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. Seller & Buyer(s) agree that closing may be extended up to 30 days if necessary to complete said survey.

**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 Color Brochure, Due Diligence Packet, and visual presentation at the auction are approximate and are obtained from the FSA office and/or county tax records. Both sources may indicate different acreages and no warranty is expressed or implied as to exact acreages of property. All bids are for the total parcel without regard to exact acreage. There will be no adjustment in purchase price if acreage is different than what is stated in this brochure and/or stated at the auction.

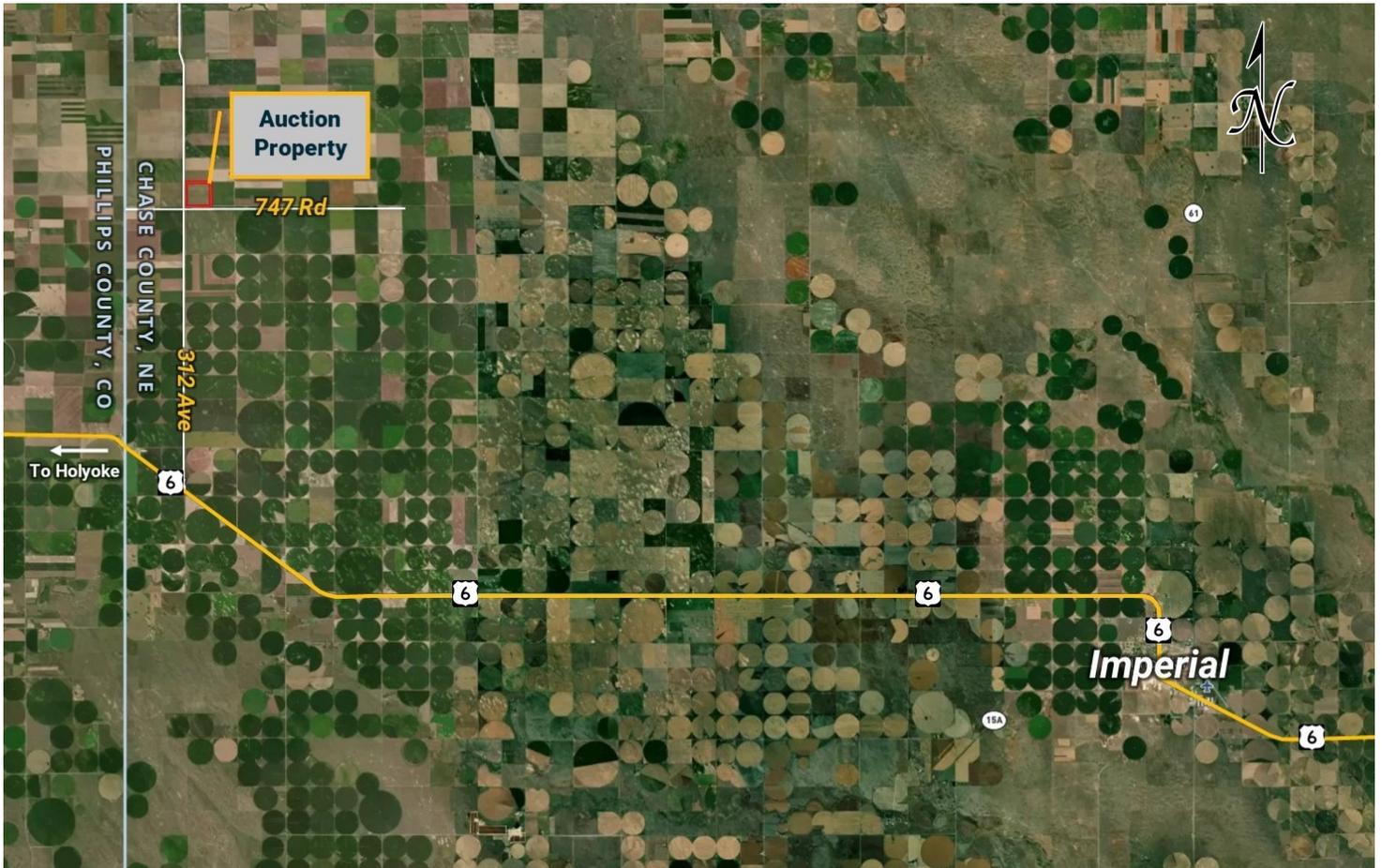
**BIDDER REQUIREMENTS:** To register to bid, Buyer(s), prior to the auction, must review and accept the Due Diligence Packet with the full auction terms and conditions, property descriptions, pertinent information, title commitments, and sample contracts. Due Diligence Packet may be obtained by visiting auction property page at [reckagri.com](http://reckagri.com), or by calling Reck Agri Realty & Auction. Bidding via cell phone, internet, and/or bidding on someone's behalf, must be approved by Reck Agri Realty & Auction 24 hours prior to auction.

**ANNOUNCEMENTS:** The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for general location purposes only. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a Limited Sellers Agent. Announcements made by Reck Agri Realty & Auction, at the time of sale will take precedence over any previously printed material or other oral statements.

Reck Agri Realty & Auction does not offer broker participation for the "FEGLER TRUST DRY-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 Map



# Parcel Information

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## Legal Description:

SW1/4 of Section 15, Township 8 North, Range 41 West of the 6th PM, Chase County, NE. See Pages 15-17 for legal description, title commitment, and title exceptions.

## Acreage:

167.3± Ac Dryland

0.4± Ac Rds/Waste

---

**167.7± Ac Total**

## Soils:

100% Class II. See Soils Map on Page 6.

## Taxes:

2022 real estate taxes were: \$1,855.04.

## FSA Information:

FSA bases: 95.5 ac wheat w/ 37 bu PLC yield.

## Comments:

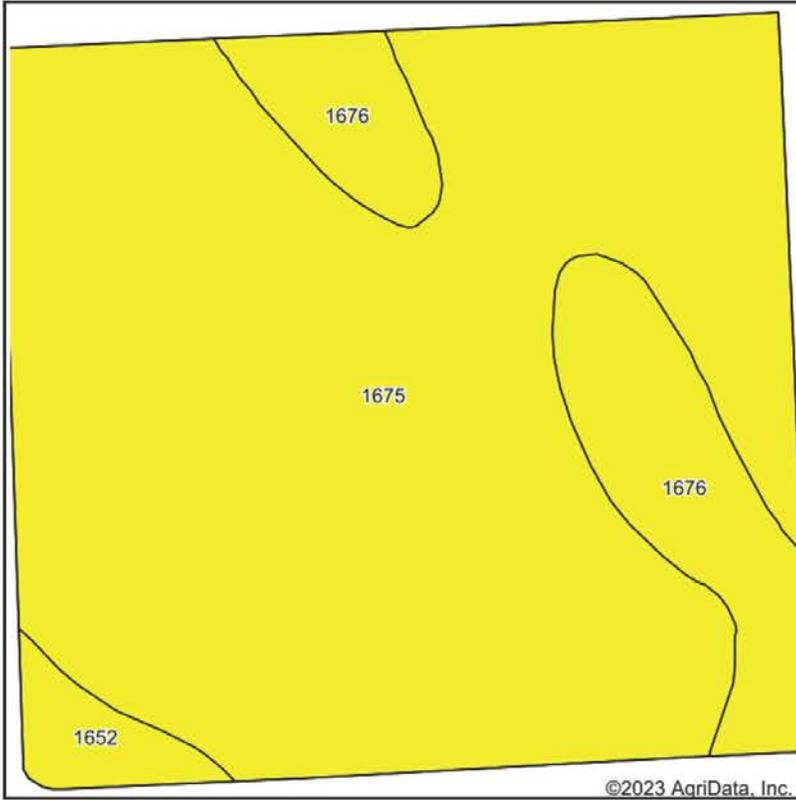
Tenant intends to plant all acres to milo in 2023. Current cash lease has been properly terminated in writing and Buyer(s) will take possession upon completion of 2023 harvest. Buyer(s) to receive cash rental payment of \$6,800.

## Starting Bid:

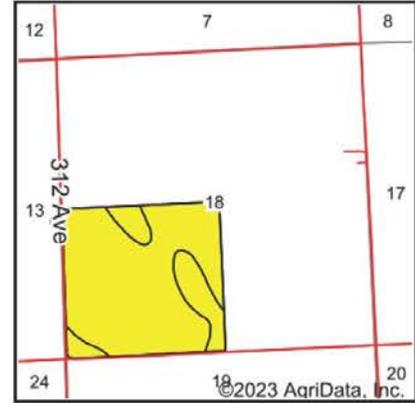
\$225,000



# Soils Map



Soils data provided by USDA and NRCS.

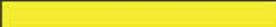


State: **Nebraska**  
 County: **Chase**  
 Location: **18-8N-41W**  
 Township: **Lamar Valley**  
 Acres: **167.26**  
 Date: **2/23/2023**

Maps Provided By  
  
 CUSTOMIZED ONLINE MAPPING  
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Area Symbol: NE029, Soil Area Version: 23

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
1675	Mace-Alliance silt loams, 0 to 1 percent slopes	139.01	83.1%		IIc
1676	Mace-Alliance silt loams, 1 to 3 percent slopes	23.68	14.2%		IIe
1652	Kuma silt loam, 0 to 1 percent slopes	4.57	2.7%		IIc
<b>Weighted Average</b>					<b>2.00</b>

Soils data provided by USDA and NRCS.





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

## FARM, RANCH, AND LAND PURCHASE AGREEMENT

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

Date: May 10, 2023

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

1.) **LEGAL DESCRIPTION:** Legal Description of Parcel as described in Fegler Trust Dryland Auction Due Diligence Packet Printed: April 14, 2023.

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

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

2.) **PERSONAL PROPERTY:** The only personal property included is as follows: Inclusions as stated in Fegler Trust Dryland Auction Due Diligence Packet Printed: April 14, 2023.

3.) **PURCHASE PRICE:** Price. Buyer(s) agrees to pay \$\_\_(Successful Bid)\_\_, on the following terms: an earnest money deposit of \$\_\_(15% of Successful Bid)\_\_ at this time as shown by the receipt herein. If paid by check, it will be cashed. All monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent. The balance of the purchase price shall be paid as follows: All Cash: Balance of \$\_\_(Successful Bid less 15%)\_\_ shall be paid in cash, or by certified or cashier's check at time of delivery of deed.

4.) **CLOSING:** The closing date of the sale shall be on or before June 16, 2023. 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 Southwest Title Company. After the transfer, Broker shall have no further responsibility or liability to Buyer(s) or Seller to account for the funds. Escrow agent's closing fee shall be equally divided between Buyer(s) and Seller. Buyer(s) and Seller to pay their respective fees for recording their documents. County documentary fee/tax to be paid by Seller.

5.) **TITLE:** Seller to pass title by Trustee's Deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record. Title commitments are available for review within the Due Diligence Packet and title commitment and exceptions will be incorporated and made a part of the Farm, Ranch, & Land Purchase Agreement. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s), except Buyer(s) to pay for cost of loan title insurance policy, if applicable. The Buyer(s) to receive a TBD title commitment within Due

Diligence Packet, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the purchase price after closing. Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record.

**6.) POSSESSION:** As stated in Fegler Trust Dryland Auction Due Diligence Packet Printed: April 14, 2023.

**7.) PROPERTY CONDITION:** On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the Fegler Trust Dryland Auction Due Diligence Packet Printed: April 14, 2023, and heard, understood, and agreed to all taped oral statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the Fegler Trust Dryland Auction Due Diligence Packet Printed: April 14, 2023. Buyer(s) has, relying solely on his/her own Due Diligence and with no oral or written representations from the Seller or the Auction Company or its agents, accepted the Property "As Is, Where Is" including, but not limited to, no physical environmental or legal compliance warranties whatsoever from the Seller.

**8.) WATER RIGHTS & EQUIPMENT:** Water rights to be conveyed as stated in Fegler Trust Dryland Auction Due Diligence Packet Printed: April 14, 2023.

**9.) GROWING CROPS:** Growing crops to be conveyed as stated in Fegler Trust Dryland Auction Due Diligence Packet Printed: April 14, 2023.

**10.) REAL ESTATE TAXES:** See Fegler Trust Dryland Auction Due Diligence Packet Printed: April 14, 2023, for terms and conditions of real estate taxes.

**11.) FSA DETERMINATION:** As stated in Fegler Trust Dryland Auction Due Diligence Packet Printed: April 14, 2023.

**12.) MINERAL RIGHTS:** As stated in Fegler Trust Dryland Auction Due Diligence Packet Printed: April 14, 2023.

**13.) NOXIOUS WEEDS:** As stated in Fegler Trust Dryland Auction Due Diligence Packet Printed: April 14, 2023.

**14.) ACREAGES:** All stated acreages 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. The purchase price is 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 publicly stated.

**15.) BUYER DESIGNATION:** Buyer(s), before closing, may designate additional parties, including Buyer(s) or an entity owned or controlled by Buyer(s), to be named as Buyer(s) on all instruments of transfer of the Property and other necessary closing documents, including title commitments.

**16.) FAX and/or EMAIL:** In accordance with the Nebraska Uniform Electronic Transactions Act, Seller and Buyer(s) agree they may contract through facsimile transmission and/or email. Execution and delivery of this purchase agreement may be affected using facsimile transmission or email. If any such transmission is so used, it shall be deemed by the parties to be sufficient, and

original copies of such transmissions will not be delivered to either party.

**17.) MAINTENANCE:** Seller agrees to maintain the above-described real estate and improvements in their present condition until delivery of possession. Seller represents that there are no latent defects in the Property of which the Seller is aware.

**18.) RISK OF LOSS:** This agreement shall in no manner be construed to convey the Property or to give any right of possession. Risk of loss or damage to the Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause and Seller does not elect to repair or replace said structure, Buyer(s) shall have the right to rescind this agreement, and the earnest money shall be refunded.

**19.) SPECIFIC PERFORMANCE:** If Buyer is in Default: If Buyer fails to consummate this purchase according to the terms of this Agreement, Seller may elect to treat this Agreement as canceled, in which case all Earnest Money (whether or not paid by Buyer) 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 Agreement as being in full force and effect and Seller has the right to specific performance or damages, or both.

If Seller is in Default: Buyer may elect to treat this Agreement as canceled, in which case all Earnest Money received hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Agreement as being in full force and effect and Buyer has the right to specific performance or damages, or both.

**20.)** Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and ended May 10, 2023, and in accordance with the terms and conditions of this Purchase Agreement, the Fegler Trust Dryland Auction Due Diligence Packet Printed April 14, 2023, the Title Commitment and all supplements and additions thereto, and other taped oral statements as announced at 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 Fegler Trust Dryland Auction Due Diligence Packet Printed: April 14, 2023. In the event of a conflict between this Agreement and the Fegler Trust Dryland Auction Due Diligence Packet Printed: April 14, 2023, the Fegler Trust Dryland Auction Due Diligence Packet Printed: April 14, 2023, as modified by taped oral statements at the auction, shall control.

**21.)** Buyer has reviewed and accepts the attached Southwest Title Co Title Commitment by File No. 4-23-3 which is attached and made part of this Purchase Agreement.

**22.)** Fegler Trust Dryland Auction Due Diligence Packet Printed: April 14, 2023, is incorporated and made a part of this Purchase Agreement.

**23.) 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.

**24.) 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.

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

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

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

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

BUYER:

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

ADDRESS:

PHONE:

E-MAIL:

ACCEPTANCE

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

SELLER:

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

ADDRESS:

PHONE:

E-MAIL:

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

Reck Agri Realty & Auction  
Broker Name: Ben Gardiner

By: \_\_\_\_\_

535 E Chestnut, PO Box 407  
Sterling, CO 80751

Office: 970-522-7770  
Fax: 970-522-7365  
E-mail Address: bgardiner@reckagri.com

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

Reck Agri Realty & Auction  
Broker Name: Ben Gardiner

By: \_\_\_\_\_

535 E Chestnut, PO Box 407  
Sterling, CO 80751  
Office: 970-522-7770  
Fax: 970-522-7365  
E-mail Address: bgardiner@reckagri.com

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: \_\_\_\_\_

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

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

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ben Gardiner



## Contact Information:

**Agent name: Ben Gardiner**

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

**Managing Broker: Marc Reck**

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

## Items Broker may perform:

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

# Title Commitment





**Transaction Identification Data for reference only:**

Issuing Agent: **Clint A. Johnson**  
Issuing Office: **Southwest Title Company**  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: **4-23-3**  
Issuing Office File Number:  
Property Address: **Rural land located in Chase County, Nebraska**  
Revision Number:

**SCHEDULE A**

1. Commitment Date: **April 4, 2024 at 8:00 A.M.**
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy Premium:  
 Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.**  
 Proposed Policy Amount:
  - (b) 2006 ALTA® Lender's Policy Premium:  
 Proposed Insured:  
 Proposed Policy Amount:  
 Endorsements:
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:
 

**Evelyn M. Fegler, trustee of the Evelyn M. Fegler Revocable Trust**
5. The Land is described as follows:
 

**Township 8 North, Range 41 West of the 6<sup>th</sup> P.M.**  
**Section 18: SW1**  
**Chase County, Nebraska**

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

*Clint A. Johnson*  


---

**Authorized Agent**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. 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.*

**81C276B27**

**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 and 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 the policy.)

7. **Real estate taxes and special assessments not yet paid, levied, due or delinquent.**
8. **Roads and highways.**
9. **No coverage is provided for financing statements or security agreements filed with the Nebraska Secretary of State.**
10. **All oil, gas and other mineral rights and interests arising from recorded or unrecorded oil and gas exploration leases and reservations or conveyances of any kind are excluded from coverage.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. 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.*

81C276B27

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

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11. Tenancy rights, either as month to month, or by virtue of written leases of persons in possession of any part of the subject property.
12. Notwithstanding anything to the contrary contained herein in the legal description of the property, the amount of acreage shown is for reference purposes only, and represents no guarantee, or other undertaking by the insurer, of the actual amount of acreage contained in the property.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. 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.*

**81C276B27**

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

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## BIDDER APPROVAL REQUEST

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

I \_\_\_\_\_, request approval to bid on Fegler Dryland Trust 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 Fegler Dryland Trust Auction Due Diligence Packet, Printed April 14, 2023, and agree to the terms and conditions of the Online Only Auction.
2. The auction is to begin May 10, 2023 @ 8 am and will "soft close" May 10, 2023 @ 12 noon. Bidding will continue in 5-minute increments until 5 minutes have passed with no new bids.
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 Due Diligence Packet 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? \_\_\_\_\_

Signature:

\_\_\_\_\_