

**DUE DILIGENCE PACKET  
THOMAS TUELL TRUST  
PIVOT IRRIGATED LAND AUCTION  
PRINTED: July 21, 2023**

**Bidding Opens: August 15, 2023, 8:00 am CT  
Bidding Closes: August 15, 2023, 12 noon CT**



# THOMAS TUELL TRUST PIVOT IRRIGATED LAND AUCTION

Lincoln County, Nebraska

TO BE SOLD AT

## SINGLE PARCEL AUCTION with RESERVE

**Bidding Opens: August 15, 2023, 8 am CT**  
**Bidding Closes: August 15, 2023, 12 noon CT**

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



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

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# Terms & Conditions

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

**ONLINE BIDDING PROCEDURE:** The Thomas Tuell Trust Pivot Irrigated Property will be offered for sale as one parcel. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am CT on August 15, 2023. The auction will “soft close” @ 12:00 noon, CT on August 15, 2023. Bidding remains open on as long as there is continued bidding on the property. Bidding will close when 5 minutes have passed with no new bids. Bidders may bid at any time before bidding closes.

To bid at the online auction:

1. Download RECK AGRI MOBILE APP through the Apple App Store or Google Play OR visit [reck-agri.com](http://reck-agri.com) and click on the Thomas Tuell Trust Pivot Irrigated 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:** Prior to auction, Buyer(s) to review the terms and conditions as set forth in the Due Diligence Packet. Due Diligence Packet may be obtained by visiting auction property page at [reckagri.com](http://reckagri.com), or by calling Reck Agri Realty & Auction.

Requirements for Buyer(s) to be approved to bid online: 1.) Review and agree to the terms and conditions of the Due Diligence Packet; 2.) Provide Reck Agri Realty & Auction verification of available funds to purchase the property and/or bank loan approval letter with no contingencies; and 3.) Registration can be completed through our website or by calling the office. 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.

**SALE TERMS/PROCEDURE:** The “THOMAS TUELL TRUST PIVOT IRRIGATED LAND AUCTION” with RESERVE is an online only auction with RESERVE. The Thomas J. Tuell Irrevocable Income - Only Trust pivot irrigated property to be offered as one parcel. Competitive bids will determine the outcome of the auction. Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

**SIGNING OF PURCHASE CONTRACT:** Immediately following the closing of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a Farm, Ranch, & Land Purchase Agreement for the amount of the bid. Required earnest money deposit to be in the form of a personal, business, or corporate check for 15% of the purchase price which is due upon the signing of the contract and to be deposited with Reck Agri Realty & Auction. Purchase contract will not be contingent upon financing. Terms and conditions of the Due Diligence Packet and announcements shall be incorporated and made a part of the contract. Sample contract 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 September 15, 2023. Closing to be conducted by Thalken Title Company and the closing service fee to be split 50-50 between Seller and Buyer(s).

**TITLE:** Seller to pass title by 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:** Upon signing of contract and the earnest money clearing, Buyer(s) may enter onto the property and complete the necessary fieldwork to plant crops. Any completion of fieldwork and planting of crops does not constitute a farm lease. If Buyer(s) defaults and doesn't close, all fieldwork, crop expenses, and earnest money is forfeited to Seller. If closing does not occur due to the default of Seller, Seller to reimburse Buyer(s) for fieldwork completed at custom rates and invoiced crop expenses.

**LEASE:** Seller attests there is no farm lease on the property.

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

**WATER RIGHTS & EQUIPMENT:** Seller to convey all water rights, water wells, well permits, and equipment appurtenant to the property for irrigation use including but limited to well G-116943 and all certified irrigation acres within the Twin Platte NRD. The well is subject to the rules, regulations, and limitations of the Nebraska Department of Natural Resources and the Twin Platte Natural Resource District. Water rights are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, pumping rates or adequacy of irrigation wells, and/or condition of all irrigation equipment. Irrigation equipment includes electric motor, pump, and pivot.

**GROWING CROPS:** No growing crops included.

**REAL ESTATE TAXES:** 2023 Real Estate Taxes due in 2024 to be prorated to the day of closing.

**FSA DETERMINATION:** There are no FSA base acres on this property.

**LEGAL DESCRIPTION:** Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any.

**MINERALS:** Seller to convey all OWNED mineral rights to Buyer(s).

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

**ACREAGES:** All stated acreages in the initial brochure, Due Diligence Packet, and visual presentations 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.

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

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# Location Map



# Parcel Map





# Parcel Information

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## **Legal Description:**

SE1/4 of Section 3, Township 13 North, Range 31 West of the 6th PM, Lincoln County, NE.  
See Pages 19-25 for legal description, title commitment, and title exceptions.

## **Acreage:**

128.7± Ac Pivot Irrigated
35.2± Ac Dry Corners
<hr/>
<b>163.9± TOTAL</b>

## **Land Tenure:**

Soils consists of Class III. See Soils Map on Page 6.

## **Taxes & Assessments:**

2022 real estate taxes payable in 2023 were: \$9,228.46, plus \$891.48 Occupation Tax

## **FSA Information:**

There is no FSA base on this property.

## **Irrigation Water & Equipment:**

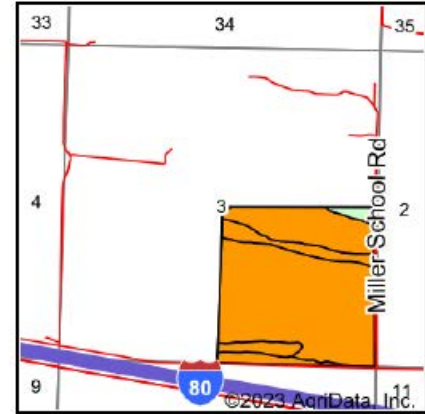
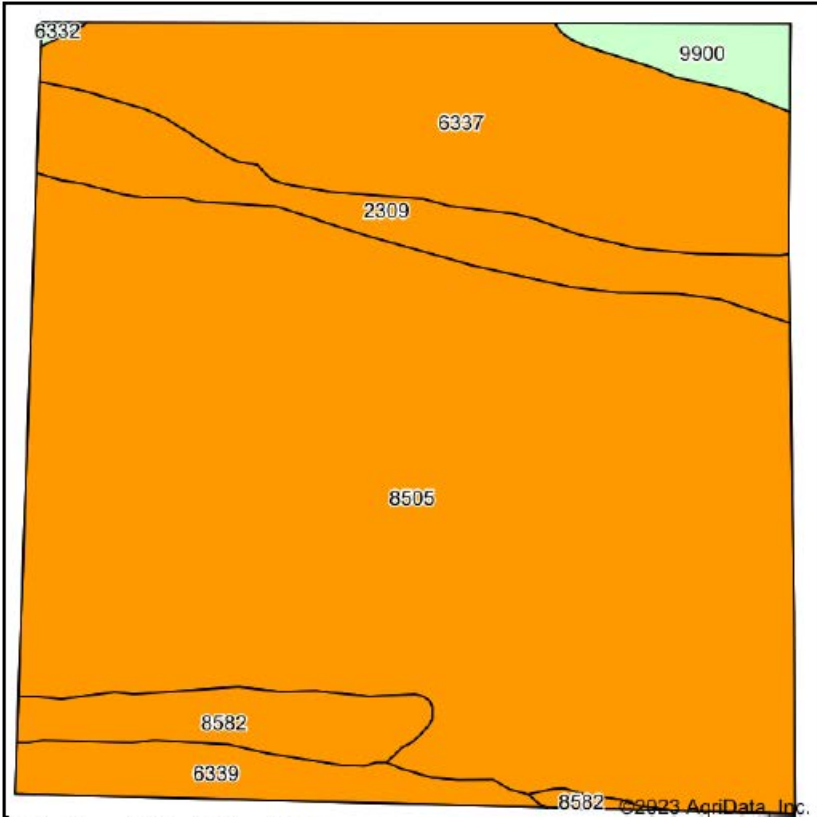
Irrigation Well Permit G-116943. 137.149 Twin Platte NRD certified irrigation acres. Equipment includes a 7-tower Valley 8000 sprinkler, 40 HP electric motor and pump. See Pages 7-11 for copy of well registration and original well log, flow test, and Twin Platte NRD certified irrigation acres application.

## **Starting Bid:**

\$540,000



# Soils Map



State: **Nebraska**  
 County: **Lincoln**  
 Location: **3-13N-31W**  
 Township: **Miller**  
 Acres: **157.8**  
 Date: **7/11/2023**

Maps Provided By:  
  
 CUSTOMIZED ONLINE MAPPING  
 © AgriData, Inc. 2023 www.AgriDataInc.com



Soils data provided by USDA and NRCS.

Area Symbol: NE111, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class
8505	Lex loam, saline-alkali, occasionally flooded	100.96	64.0%		III <sub>s</sub>
6337	Lawet silt loam, drained, occasionally flooded	30.08	19.1%		III <sub>w</sub>
2309	McCook loam, saline-alkali	11.18	7.1%		III <sub>s</sub>
8582	Wann fine sandy loam, saline-alkali, occasionally flooded	6.41	4.1%		III <sub>s</sub>
6339	Lawet silt loam, saline-alkali, occasionally flooded	5.93	3.8%		III <sub>s</sub>
9900	Fluvaquents, frequently flooded	3.08	2.0%		
6332	Lawet loam, gravelly subsoil variant, occasionally flooded	0.16	0.1%		
<b>Weighted Average</b>					<b>*.</b>

\*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.  
 Soils data provided by USDA and NRCS.

# Well Permit G-116943

Mail to  
DNR  
PO Box 94676  
Lincoln, NE 68509-4676  
Phone (402)471-2363

October 2001  
DNR Form 115

## STATE OF NEBRASKA DEPARTMENT OF NATURAL RESOURCES WATER WELL REGISTRATION

CAN

FOR DEPARTMENT USE ONLY

Registration Date 8-19-2002 Sequence No. 142859 Registration No. G-116943  
Owner Code No. 61398 Receipt No. R11253 Jura L. Platte NRD

a. Well Owner's First Name Randy Last Name Isackson  
b. Company Name \_\_\_\_\_  
c. Correspondent Name \_\_\_\_\_ Attention \_\_\_\_\_  
Address 43 South Lakeview Rd  
City Brady State NE Zip 69123 Telephone (308) 584-3372

a. Contractor's License No. 39194 Contractor's Name Charles Sargent Irrigation Co.  
Contractor's Email Address sargent@navix.net  
b. Drilling Firm Name \_\_\_\_\_  
Address P.O. Box 370  
City Gothenburg State NE Zip 69138 Telephone (308) 537-3625  
Drilling Firm's Email Address \_\_\_\_\_

a. Well location NE 1/4 of the SE 1/4 of Section 3, Township 13 North, Range 31 East West, Lincoln County.  
b. Natural Resources District Twin Platte NRD  
c. The well is 1335 feet from the (North South) section line and 1319 feet from the (East/West) section line  
(circle one)  
or Latitude Degree 41 Minute 07 Second 22.1  
Longitude Degree -100 Minute 51 Second 13.9 Differential Correction Yes  No  
d. Street address and subdivision, if applicable \_\_\_\_\_  
Block \_\_\_\_\_ Lot \_\_\_\_\_  
e. Location of water use, if applicable (give legal descriptions) SE 1/4 3-13-31 Lincoln County  
f. If for irrigation, the land to be irrigated is 160 acres.  
g. Well reference letter(s), if applicable \_\_\_\_\_

Permits  
Management Area Permit Number \_\_\_\_\_  
Geothermal Permit Number \_\_\_\_\_  
Municipal Permit Number \_\_\_\_\_  
Well Spacing Permit Number \_\_\_\_\_  
Surface Water Permit Number \_\_\_\_\_  
Industrial Permit Number \_\_\_\_\_  
Transfer Out-Of-State Permit Number \_\_\_\_\_  
Conduct Permit Number \_\_\_\_\_  
Other Permit Number \_\_\_\_\_

Purpose of well (indicate one) \_\_\_\_\_ Aquaculture \_\_\_\_\_ Commercial/Industrial \_\_\_\_\_ Dewatering (over 90 days) \_\_\_\_\_  
\_\_\_\_\_ Domestic \_\_\_\_\_ Ground Heat Exchanger \_\_\_\_\_ Groundwater Source Heat Pump  Irrigation \_\_\_\_\_ Injection \_\_\_\_\_  
\_\_\_\_\_ Livestock \_\_\_\_\_ Monitoring \_\_\_\_\_ Observation \_\_\_\_\_ Public Water Supply (with spacing (16 633)) \_\_\_\_\_  
\_\_\_\_\_ Public Water Supply (without spacing) \_\_\_\_\_ Recovery \_\_\_\_\_ Other \_\_\_\_\_ (indicate use)

Wells in a Series.  
a. Is this well a part of a series? Yes go to part b of this section  No go to part 7 of this application  
b. If one or more of the wells in the series is currently registered, give the well registration number \_\_\_\_\_  
c. How many wells in the series are you registering at this time? \_\_\_\_\_

Replacement and abandoned well information.  
a. Is this well a replacement well? Yes  No  
b. Registration number of abandoned well \_\_\_\_\_ If not registered, date abandoned well was constructed (m) \_\_\_\_ / (d) \_\_\_\_ / (y) \_\_\_\_  
c. Replacement well is \_\_\_\_\_ feet from abandoned well. d. Abandoned well last operated (m) \_\_\_\_ / (d) \_\_\_\_ / (y) \_\_\_\_  
e. Original well pump column size \_\_\_\_\_ inches. f. Completion of original well abandonment on (m) \_\_\_\_ / (d) \_\_\_\_ / (y) \_\_\_\_  
g. Location of water use of abandoned well \_\_\_\_\_



8. Pump Information.

- a. Is pump installed at this time  Yes  No  
 Is pump installed by well owner in section 1?  Yes  No Is pump installed by contractor in section 2?  Yes  No  
 If pump installed by pump installer, please fill out license number below
- b. Pump Installer's License No. \_\_\_\_\_ Pump Installer's Name \_\_\_\_\_  
 Pump Installer's Email Address \_\_\_\_\_  
 Pump Installer's Firm Name \_\_\_\_\_  
 Pump Installer's Firm Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone \_\_\_\_\_  
 Pump Installer's Firm Email Address \_\_\_\_\_
- c. Pumping rate 800 gallons per minute  Measured  Estimated
- d. Drop pipe diameter 8" inches e. Length of drop pipe 70 feet
- f. Pumping equipment installed (m) 7 / (d) 23 / (y) 2002 g. Pump Brand Sargent
- h. This well will be used to pump less than 50 gpm  Yes  No

9. Well Construction Information.

- a. Total well depth 193 feet. b. Static water level 4 feet.  
 c. Pumping water level 50 feet. d. Well Construction began (month) 7 / (day) 15 / (year) 2002  
 e. Well Construction completed (month) 7 / (day) 15 / (year) 2002 f. Bore hole diameter in inches Top 28 Bottom 28  
 g. Casing and Screen Joints are Welded  Glued  Threaded  Other Screws

10. Well Construction (Casing & Screen)- c, d, e, & g measurements should be in inches to three decimal places

a Placement Depth in Feet		b Casing or Screen	c Inside Diameter	d Outside Diameter	e Wall Thickness	f Type of Material	g Screen Slot Size	h Trade Name
From	To							
0	58	Casing	14.696	16	.615	PVC		Jet Stream
58	193	Screen	14.696	16	.615	PVC	.080	Jet Stream

11. Grout and Gravel Pack

Placement Depth in Feet		Grout or Gravel Pack	Material Description
From	To		
0	2	Gravel Pack	2A Gravel
2	8	Grout	Bentonite
8	193	Gravel	2A Gravel

12. Geologic Materials Logged

Depth in Feet From	To	Description

Depth in Feet From	To	Description

(Additional sheets may be submitted)

I am familiar with the information submitted on this registration, and to the best of my knowledge it is true.

Ron C. M... ..  
 Water Well Contractor's Signature

8-16-02  
 Date



SARGENT IRRIGATION CO - GOTHENBURG  
TEST WELL LOG  
RANDY ISSACSON  
SE 3-13-31 LINCOLN COUNTY  
JULY 8, 2002

G-116943

0	3	Topsoil & clay
3	16	Coarse sand to med gravel-possible large rocks
16	20	Cement sand & coarse sand to fine gravel
20	36	Coarse sand & sandstone w/cement sand layers
36	40	Cement sand & sandstone
40	50	Sandstone & coarse sand
50	56	Coarse sand & sandstone
56	58	Clay
58	70	Coarse sand & sandstone
70	80	Coarse sand, cement sand & clay
80	100	Coarse sand, sandstone & clay w/cement sand layers
100	112	Coarse sand & sandstone
112	120	Coarse sand to fine gravel
120	126	Coarse sand to fine gravel & sandstone
126	130	Sandstone & clay
130	139	Coarse sand to fine gravel & sandstone
139	141	Clay
141	147	Coarse sand, sandstone & clay
147	151	Cement sand & clay
151	155	Sandstone, coarse sand & cement sand
155	160	Coarse sand & sandstone
160	172	Coarse sand, sandstone & cement sand
172	180	Cement sand & coarse sand
180	193	Coarse & coarse coarse sand-trace sandstone
193	194	Cement sand
194	215	Coarse sand & sandstone
215	220	Coarse sand





## Irrigation Well Flow Test Results

Irrigation Company: ALFS WELL DRILLING Date Tested: 9/17/2020

Person completing the Test: TIM ALFS License # 39346

Well Owner Name: Thomas J. Tuell Trust

Address: 720 E 4th ST, North Platte, NE 69101

Phone: 308-532-1228 # of Acres in the field being Irrigated: 137

Legal Description: NESE 1/4 3-13-31 County: LINCOLN

Lat Long (Decimal Degrees): N 41.122838 W 100.853875 Well Registration #: G-116943

Type of Power Unit: Electric: AA 40 hp Electricity Provider: Dawson Public Power

Diesel: \_\_\_\_\_ Does unit have an hour meter: \_\_\_\_\_ Does it work: \_\_\_\_\_

Propane: \_\_\_\_\_ Does unit have an hour meter: \_\_\_\_\_ Does it work: \_\_\_\_\_

Pivot: X Flood: \_\_\_\_\_ Other type of Irrigation: \_\_\_\_\_

**Pumping Rate: (Gallons Per Minute):** Please fill in the rate for the appropriate system in its current position when arriving at the well. If there is the ability to override the controls (end gun, swing arm) to get other readings it would be beneficial but not required. Only do the extra readings if it can be done in a timely manner and as efficiently as possible. If there's a special condition on site, please note to the side.

Rate: Pivot only, swing arm and end gun off: \_\_\_\_\_

Rate: Pivot and swing arm on, end gun off: \_\_\_\_\_

Rate: Pivot with end gun on, swing arm off: \_\_\_\_\_

Rate: Pivot with swing arm and end gun on: 755

Rate: Flood or other type of irrigation: \_\_\_\_\_

Please e-mail to [gbowers@tpnrd.org](mailto:gbowers@tpnrd.org) or mail to Twin Platte NRD PO Box 1347 North Platte NE 69103-1347

*Please inform the well owner that this form may be provided to the Department of Natural Resources (NeDNR) through communication with the NRD. The purpose of providing the NeDNR with a copy of this form is to update their water well registration database with new pump capacity (rate) or well location information.*



**TWIN PLATTE**  
**NATURAL RESOURCES DISTRICT**

08222007-142259-MODFC1  
 Department of Natural Resources

TierOne Bank Center  
 111 South Dewey Street, 2nd Floor  
 P.O. Box 1347  
 North Platte, Nebraska 69103-1347  
 Phone: 308/535-8080  
[www.tpnrd.org](http://www.tpnrd.org)

**APPLICATION FORM**  
**Certified Irrigated Acres**

Landowner  
 Name: RANDALL L & DEETTA L ISACKSON 61398  
 Address: 43 S LAKEVIEW RD  
 City: BRADY State: NE Zipcode: 69123

Contact Person (Operator / Legal Representative / etc.)  
 Name: N/A  
 Address: N/A  
 City: N/A State: N/A ZipCode: N/A

1. Field Information:

Legal Description (to nearest 1/4 section) of irrigated parcel: 13 31 3 SE1/4  
 County: LINCOLN

4. Well Information:

Used to irrigate this parcel of land

Reg Well	Pump Rate	T- R- S- SS- Direction
G-116943	800	13-31-3-NESE

Note: Pump Rate is in Gallons/Minute

2. Aerial Photograph: Attached

3. Size of Irrigated Parcel of Land: 137.149 Acres

Check the box if you agree with the foregoing figure. If you do, this figure will represent the "certified irrigated acres" for this parcel of land.

5. Source of Irrigation Water Other than Ground Water, if any: \_\_\_\_\_ (If none, please write N/A)

6. Historical Documentation of Irrigated Acres:

A. Dispute: If you dispute the size of irrigated parcel of land as set forth above provide, the \_\_\_\_\_ figure that you believe should be considered your "certified irrigated acres".

Please attach to this Application Form your historical documentation of Irrigated Acres (i.e., FSA, County Assessor, or crop insurance records) to support your figure.

OR

B. Well Use Documentation: Please attach irrigated crop history for lands not irrigated within last 5 years, but which were irrigated within the last 15 consecutive years, if you intend to use an existing ground water well to irrigate such lands in the future.

7. Documentation of Irrigated Acres as of July 1, 2004: See attached aerial photograph

Randall Isackson  
 Landowner / Legal Representative Signature

7/12/2007  
 Date

Operator Signature

Date

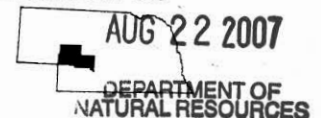
TPNRD Representative Signature

Date

I recognize that this form also serves as a Nebraska Department of Natural Resources form and acknowledge that a copy of this form may be sent to the Department. I agree that this form shall serve as notification to the Department that any recorded water well information that is inconsistent with the information reflected in this form should be revised in accordance with the information on this form. For any registered well that is identified on this form, the Department may use the information herein to process a change of well ownership, a change in pump capacity, a change in use, a change in the location of the well, the use of the water from the well, a change in number of acres irrigated by the well, or any other change relative to the registered well data base for that well. The Department shall not collect a fee for the filing of this form.

For Office Use Only: 133103DO

Year this land was first irrigated 2002



# Farm, Ranch and Land Purchase Agreement



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

## FARM, RANCH, AND LAND PURCHASE AGREEMENT

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

Date: August 15, 2023

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

**1.) LEGAL DESCRIPTION:** Legal Description of Parcel as described in Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet Printed: July 21, 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 Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet Printed: July 21, 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 September 15, 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 Thalken Title Company. After the transfer, Broker shall have no further responsibility or liability to Buyer(s) or Seller to account for the funds. Escrow agent's closing fee shall be equally divided between Buyer(s) and Seller. Buyer(s) and Seller to pay their respective fees for recording their documents. County documentary fee/tax to be paid by Seller.

**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.

**5.) POSSESSION:** As stated in Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet Printed: July 21, 2023.



**6.) PROPERTY CONDITION:** On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet Printed: July 21, 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 Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet Printed: July 21, 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.

**7.) WATER RIGHTS & EQUIPMENT:** Water rights to be conveyed as stated in Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet Printed: July 21, 2023.

**8.) GROWING CROPS:** Growing crops to be conveyed as stated in Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet Printed: July 21, 2023.

**9.) REAL ESTATE TAXES:** See Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet Printed: July 21, 2023, for terms and conditions of real estate taxes.

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

**11.) FSA DETERMINATION:** As stated in Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet Printed: July 21, 2023.

**12.) MINERAL RIGHTS:** As stated in Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet Printed: July 21, 2023.

**13.) NOXIOUS WEEDS:** As stated in Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet Printed: July 21, 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 August 15, 2023, and in accordance with the terms and conditions of this Purchase Agreement, the Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet Printed: July 21, 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 Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet Printed: July 21, 2023. In the event of a conflict between this Agreement and the Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet Printed: July 21, 2023, the Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet Printed: July 21, 2023, as modified by taped oral statements at the auction, shall control.

**21.)** Buyer has reviewed and accepts the attached Thalken Title Co Title Commitment by File No. 2230302 which is attached and made part of this Purchase Agreement.

**22.)** Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet Printed: July 21, 2023, is incorporated and made a part of this Purchase Agreement.

**23.)** 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.

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

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

**Listing Agent:** Reck Agri Realty & Auction is the agent of [ ] Limited Seller's Agent [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

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

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

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

Reck Agri Realty & Auction

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

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

RECEIPT FOR EARNEST MONEY

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

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

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

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Marc Reck

# Broker Disclosure

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.

# Title Commitment



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

**SCHEDULE A**

File No. 2230302

1. Commitment Date: July 19, 2023 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2021)

Amount: \$

Premium: \$

Proposed Insured: **Purchaser with contractual rights under a purchase agreement  
with the vested owner identified at Item 4 below**

B. ALTA Loan Policy (2021)

Amount: \$

Premium: \$

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is fee simple.

4. The Title is, at the Commitment Date, vested in:

**DEANNA HOFER, Co-Trustee of the THOMAS J. TUELL IRREVOCABLE INCOME-  
ONLY TRUST, dated September 17, 2014**

5. The Land is described as follows:

**The SE¼ of Section 3, Township 13 North, Range 31 West of the 6th P.M., in  
Lincoln County, Nebraska**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



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

**SCHEDULE B, PART II  
Exceptions**

**SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.**

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

**General Exceptions:**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

**Special Exceptions:**

**Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by this policy.**

7. Taxes for the second half of 2022 and subsequent years.
8. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
9. No coverage is provided for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code office of the Secretary of State of the State of Nebraska.
10. Reservation in favor of CARY E. VENCILL and MAYCEL L. VENCILL, husband and wife, of an undivided one-half interest in the oil and mineral rights, as shown in the Warranty Deed dated February 26, 1952 and recorded March 18, 1957 in Book "123", Page 173 of the Deed records of Lincoln County, Nebraska.
11. Easement in favor of THE STATE OF NEBRASKA, its successors and assigns, dated October 14, 1965 and recorded November 18, 1965 in Book "66", Page 281 of the Miscellaneous records of Lincoln County, Nebraska.

End of Schedule B - Part 2

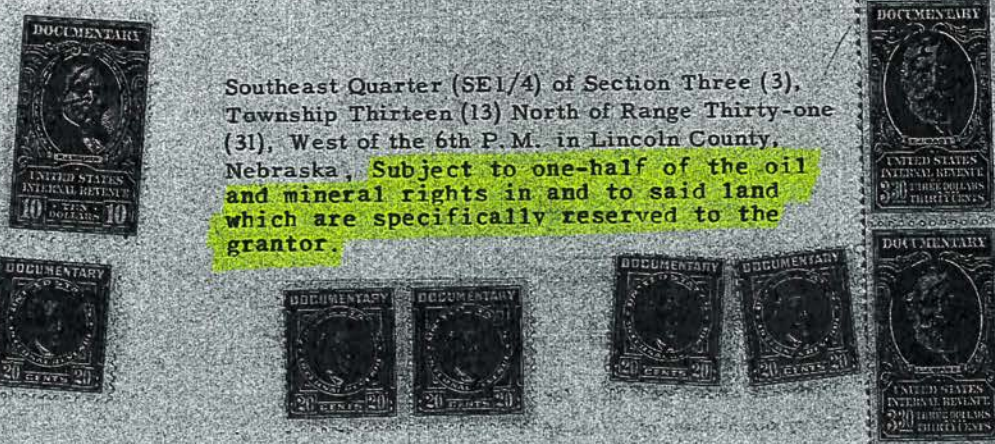
*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

KNOW ALL MEN BY THESE PRESENTS:

THAT **CARY E. VENCILL and MAYCEL L. VENCILL, Husband and Wife,**

of the County of Lincoln and State of Nebraska for and in consideration of the sum of Sixteen Thousand and no/100-----DOLLARS in hand paid do hereby grant, bargain, sell, convey and confirm unto **EZRA W. FISHER,**

of the County of Lincoln and State of Nebraska the following described real estate situated in Lincoln County, and State of Nebraska to-wit:



Southeast Quarter (SE1/4) of Section Three (3), Township Thirteen (13) North of Range Thirty-one (31), West of the 6th P. M. in Lincoln County, Nebraska, Subject to one-half of the oil and mineral rights in and to said land which are specifically reserved to the grantor.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and appurtenances thereunto belonging, unto the said **Ezra W. Fisher**

And we do hereby covenant with the said Grantee and to his heirs and assigns forever, and with his heirs and assigns, that we are lawfully seized of said premises; that they are free from encumbrance

that we have good right and lawful authority to sell the same; and we do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever. And the said Grantors hereby relinquishes all

their right, title and interest in and to the above described premises.

Signed this 26<sup>th</sup> day of February, A. D. 1952

In Presence of

Milton C. Murphy

Cary E. Vencill  
Maycel L. Vencill

STATE OF NEBRASKA }  
LINCOLN County } ss.

On this 26<sup>th</sup> day of February, A. D. 1952, before me, the undersigned Milton C. Murphy a Notary Public, duly commissioned and qualified for and residing in said county, personally came Cary E. Vencill and Maycel L. Vencill, Husband and Wife,



to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Milton C. Murphy Notary Public.

My commission expires the 15<sup>th</sup> day of August, 1952

Indexed                      Compared  
General                      Paged

WARRANTY DEED

TO

STATE OF Nebraska }  
Lincoln County } ss

Entered in Numerical Index and filed for  
record in the office of the Register of Deeds of  
said County, the 18th day of  
March, 1957  
at 3 o'clock and 30 minutes P. M., and  
duly recorded in Book 173  
of Deeds on page 173

Clara D. Diker  
Register of Deeds

Deputy

Div # 175  
Elder

Warranty

I-50-3 (2) R-437 Tract 17  
EASEMENT

THIS INDENTURE, Made this 14<sup>th</sup> day of October,  
1965, between Eugene W. Fisher and Frances M. Fisher, husband and wife

hereinafter called the Grantors, whether one or more, and The State of  
Nebraska, hereinafter called the Grantee:

WITNESSETH, That the Grantors, in consideration of the sum of  
~~Twenty Five and 00/100~~ ~~(\$25.00)~~ DOLLARS in  
hand paid, the receipt of which is hereby acknowledged, and the further  
consideration that the premises herein conveyed shall be used for the  
control of outside advertising signs, displays, and other advertising  
devices adjacent to the National System of Interstate and Defense High-  
ways, do hereby grant, convey, and confirm unto the Grantee a permanent  
easement in and to a tract of land situated in Lincoln County,  
Nebraska, described as follows:

All that part of the Southeast Quarter of Section  
3, Township 13 North, Range 31 West of the 6th P.M., Lincoln  
County, Nebraska, lying within 660 feet of the Interstate  
Highway Right of Way Controlled Access Line as measured at  
right angles to the centerline of said Interstate Highway  
and being in accordance with the Rules and Regulations Re-  
lating to the Control of Advertising in Areas Adjacent to  
the National System of Interstate and Defense Highways in  
Nebraska, which were adopted pursuant to Section 39-1320.03,  
R.S. Supp., 1961 and in accordance with Section 84-907, R.  
S. 1943; approved and filed on June 15, 1961.

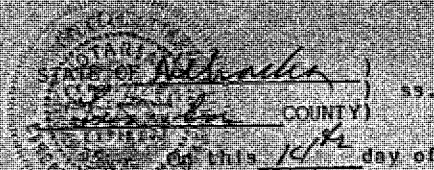
The Grantors, for themselves, their heirs, successors and  
assigns, do hereby covenant with the Grantee and its assigns, that the  
Grantors are lawfully seized of said premises and that the Grantors  
have good right and lawful authority to convey said permanent easement;  
and that the Grantors warrant and will defend the title to said premises  
against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The Grantors have hereunto set their  
hands this 14 day of October, 1965.

Grantors

Eugene W. Fisher  
Frances M. Fisher

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On this 10<sup>th</sup> day of October, A.D., 1965,  
 before me, the undersigned, Robert E. Reed,  
 a Notary Public, duly commissioned and qualified for and residing in said  
 County, personally came Rosa W. Fisher and Frances H. Fisher, husband and  
wife  
 known to be the identical persons whose names are affixed to the fore-  
 going instrument as Grantors and acknowledged the same to be their vol-  
 untary act and deed.

WITNESS my hand and Notarial Seal the day and year last above  
 written.

Robert E. Reed  
 Notary Public

My commission expires the 7 day of Jan, 1970.

Project No. 17-10-3 (2) 3743  
 State of Nebraska  
 Testament  
 for  
 Control of Advertising  
 From  
Rosa W. Fisher and Frances H. Fisher  
 To  
 THE STATE OF NEBRASKA  
 COUNTY OF NEBRASKA } ss.  
Lincoln County)  
 filed in the numerical index and  
 recorded in the office of the  
 Register of Deeds of said County, the  
 7<sup>th</sup> of October, 1965  
 at Lincoln, Nebraska  
 and duly recorded in Book 4  
Page 218  
 Register of Deeds, County Clerk  
 Deputy  
 [Stamp: ALL BOOKS MEMORIAL INDEX COUNTY CLERK]  
Oct 8 1965

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## BIDDER APPROVAL REQUEST

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

I \_\_\_\_\_, request approval to bid on Thomas Tuell Trust Pivot Irrigated 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 Thomas Tuell Trust Pivot Irrigated Land Auction Due Diligence Packet, Printed July 21, 2023, and agree to the terms and conditions of the Online Only Auction.
2. The auction is to begin Tuesday, August 15, 2023 @ 8 am CT and will “soft close” Tuesday, August 15, 2023 @ 12 noon CT. Bidding will continue in 5-minute increments until 5 minutes have passed with no new bids. 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 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:

\_\_\_\_\_