## LAND AUCTION

**CALVIN & DOROTHY LARSON ESTATE** 

Thursday, March 12, 2020 1:30 PM, MT Country Inn & Suites, Sidney, NE CHEYENNE & KIMBALL
COUNTIES, NE
PASTURE, PIVOT IRR,
CRP

2,226+/- Acres Listing #192049



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For Further Information Contact:
Marc Reck, Broker or Ben Gardiner, Salesperson



ANNOUNCEMENTS MADE BY RECK AGRI REALTY & AUCTION (HEREINAFTER REFERRED TO AS BROKER) AT THE TIME OF SALE WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR OTHER ORAL STATEMENTS.

**AUCTION DATE/TIME/LOCATION:** Thursday, March 12, 2020, 1:30 PM MT, Country Inn & Suites, Sidney, NE.

**PROPERTY OVERVIEW:** The Calvin & Dorothy Larson Estate is offering 2,226.2+/- acres of property for sale at auction. The Larson property is located 4.5+/- mi to 9.5+/- mi S of Potter, NE in SE Cheyenne & SW Kimball Counties. 1,311.1+/- acres is pasture, the perimeter is fenced, and L/S water via sub well. 586.6+/- acres is CRP, parcels size range from 158 ac to 298 ac and will be offered in 5 parcels, 1 combo, and a CRP unit; CRP contract expires 9/30/2020 with the annual payment being \$35.44/ac. 313.5+/- acres includes 256.0+/- acres of pivot irrigation with 2 – Reinke pivots and one irrigation well and pump. 256 certified acres within South Platte NRD. The north pivot is enrolled in EQIP for 2 more years. Owner is paid \$150.71/ac to \$143.47/ac to not irrigate and may continue to farm as dryland. 2020 possession for Farming & grazing. 100% of the 2020 CRP payment to Buyer(s).

SALE TERMS/PROCEDURE: The "CALVIN & DOROTHY The Larson property to be offered as a "MULTI PARCEL" Auction in 5 Parcels, 1 Combo, and CRP Unit. The parcels, combo, and CRP unit will be offered in the sale order as stated within per acre.

SIGNING OF PURCHASE AGREEMENT: Immediately following the conclusion of the auction, the highest bidder(s) will sign 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. **GROWING CROPS:** None. Said earnest money is due upon the signing of the Farm, Ranch, and Land Purchase Agreement and to be deposited with Reck Agri Realty & Auction. Farm, Ranch, and Land Purchase Agreement will not be contingent upon financing. Terms and conditions in the Detail Brochure and oral announcements shall be incorporated and made a part of the Farm,

**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 April 17, 2020. Closing to be conducted by Thalken Title and the closing service fee to be split 50-50 between Seller and Buyer(s).

**TITLE:** Seller to pass title by PR Deed free and clear of all liens. 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). 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 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. Title commitments are available for review within the Detail Brochure and at the auction and title commitment and exceptions will be incorporated and made a part of the Farm, Ranch, & Land Purchase Agreement.

**POSSESSION:** Possession of property upon closing, subject to the tenant grazing corn stalks on Parcel #4 until March 15, 2020. Electric fence is owned by tenant and reserves the right to remove said fence. Seller shall have the right to conduct an equipment auction. 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.

PROPERTY CONDITION: The prospective Buyer(s) should not irrigate and may continue to farm as dryland. The south verify all information contained herein. All prospective bid-pivot is enrolled in EQIP for 3 more years. The owner is paid ders are urged to fully inspect the property, its condition, and to rely on their own conclusions and the property is being sold AS IS-WHERE IS, without warranty, representation or recourse to Seller.

WATER RIGHTS & EQUIPMENT: Seller to convey all Seller's LARSON LAND AUCTION" is a land auction with RESERVE. water rights, water wells, well permits, and equipment appurtenant to the property whether for irrigation or livestock use. Each of the wells are subject to the rules, regulations, and limitations of the Nebraska Department of Natural Resources and the brochure. The parcels, combo, and CRP unit will compete the South Platte Natural Resource District. Water rights are to determine the highest aggregate bid(s). Seller reserves the being sold AS IS-WHERE IS without warranty or guarantee of right to accept or reject any and all bids. Seller agrees not to any water right matters, pumping rates or adequacy of live-accept and negotiate any contracts to purchase prior to auc-stock/irrigation wells, and/or condition of all irrigation equiption date. Bids will be taken for total purchase price not price ment. See parcel information for the description of well permits and irrigation equipment. Both pivots are enrolled into the EQIP program to idle the irrigation well. Buyer(s) is purchasing the property subject to the existing EQIP program and Buyer(s) to receive the payments for the 2020 crop year and thereafter and assumes all terms, conditions, and obligations of said contracts. Buyer(s) may also instruct the Seller to terminate said contracts.

REAL ESTATE TAXES: 2020 Real Estate Taxes due in 2021 to be paid by Buyer(s).

FSA DETERMINATION: FSA base acres and yields to pass with the Parcels, Combo, or CRP Unit as designated within the Detail Brochure. Buyer(s) and Seller, at closing, to sign a Ranch, and Land Purchase Agreement. Sample Farm, Ranch, memorandum of understanding stating the base acres and and Land Purchase Agreement is available within the Detail yields as designated within the Detail Brochure. Buyer(s) is purchasing the property subject to the existing EQIP program. Buyer(s) to receive the payments for the 2020 crop year and thereafter and assumes all terms, conditions, and obligations of said contract.

> LEGAL DESCRIPTION: Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. If the property sells in parcels and/or combo and a survey is required to create a metes and bounds legal description, Seller to provide and pay for said survey. Seller & Buyer(s) agree that closing may be extended up to 30 days if necessary to complete said survey.

**MINERALS:** Seller to reserve all OWNED mineral rights.

NOXIOUS WEEDS & CHEMICALS: There may be areas inadditions thereto after auction, and an owner's title insurance fested by noxious weeds, (i.e. rye, bindweed, canadian thistle, policy in an amount equal to the Purchase Price after closing. 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, Detail Brochure, and visual presentation at the auction are approximate and are obtained from aerial photos from the FSA office. The county tax records may indicate different acreages and no warranty is expressed or implied as to exact acreages of property. All bids are for the total parcel without regard to exact acreage. There will be no adjustment in purchase price if acreage is different than what is stated in this brochure and/ or stated at the auction.



## TERMS (CONT'D) | PARCEL DESCRIPTIONS

**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, 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. 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. All equipment and improvements are to be 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. 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 "CALVIN & DOROTHY LARSON 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. Sale of the property is subject to court confirmation. Heirs to the Estate reserve the right to bid at the auction. Bidding increments are at the discretion of the Broker.

A DETAIL BROCHURE is available upon request and is REQUIRED to bid at the auction, via cell phone, or online bidding. It includes the terms and conditions of the auction, pertinent facts, title commitment Contract to Buy and Sell Real Estate (Land). For additional color photos visit the "CALVIN & DOROTHY LARSON LAND AUCTION" Visual Tour on our website: www.reckagri.com.

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**PARCEL #1 - PASTURE:** 1,311.1+/- ac; Legal: All of 5 & that part of 6 lying E of Rd 77 in the SE1/4, T13N, R52W & All of 32, T14N, R52W in Cheyenne Cty, NE; Location: From Potter, NE/I-80 exit, 2 mi S, 1/2 mi E, 2 mi S to NW corner of the property; L/S water via sub well @ improvement site; Rolling terrain; R/E Taxes: \$6,902.44.

**PARCEL #2A - CRP:** 298.0+/- ac; 295.0+/- ac CRP, 3.0+/- ac rds/waste; Legal: E1/2 of 2, T13N, R53W, less a tract in Cheyenne Cty, NE; Location: From Potter, NE/I-80 exit, 2 mi S, 1/2 mi W, 3 1/2 mi S to NE corner of the property; Level to slightly rolling terrain; CRP contract #1030E w/annual payment of \$10,455.30 @ \$35.44/acre; Contract expires 9/30/2020; R/E taxes: \$1,736.92.

**PARCEL #2B - CRP:** 145.0+/- ac; 136.0+/- ac CRP, 9.0+/- ac rds/waste; Legal: SW1/4 of 2, T13N, R53W, less a tract in Cheyenne Cty, NE; Location: From Potter, NE/I-80 exit, 2 mi S, 1/2 mi W, 4 1/2 mi S, 3/4 mi W to SE corner of the property; Level to slightly rolling terrain; CRP contract #1030E w/annual payment of \$4,820 @ \$35.44/acre; Contract expires 9/30/2020; R/E taxes: \$836.54.

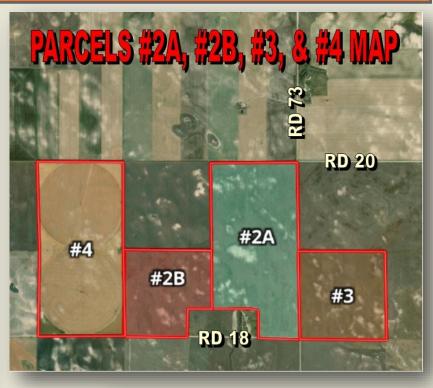
**COMBO #2 (PARCELS #2A & #2B) - CRP:** 443.0+/- ac; 431.0+/- ac CRP, 12.0+/- ac rds/waste; CRP contract #1030E w/annual payment of \$15,275.3 @ \$35.44/acre; Contract expires 9/30/2020; R/E taxes: \$2,573.46.

**PARCEL #3 - CRP:** 158.6+/- ac; 155.6 +/- ac CRP, 3.0+/- ac rds/waste; Legal: SW1/4 of 1, T13N, R53W, Cheyenne Cty, NE; Location: From Potter, NE/I-80 exit, 2 mi S, 1/2 mi W, 4 mi S to NW corner of the property; Level to rolling terrain; CRP contract #1030E w/annual payment of \$5,514.70 @ \$35.44/acre; Contract expires 9/30/2020; R/E taxes: \$919.26.

CRP UNIT (PARCELS #2A, #2B, & #3) - CRP: 601.6+/- ac; 586.6+/- ac CRP, 15.0+/- ac rds/waste; CRP contract #1030E w/ annual payment of \$20,790 @ \$35.44/acre; Contract expires 9/30/2020; R/E taxes: \$3,492.72.

## PARCEL DESCRIPTIONS | MAPS | PHOTOS





**PARCEL #4 - PIVOT IRRIGATED:** 313.5+/- ac; 256.0+/- ac pivot irrigated, 57.5+/- ac dryland; Legal: E1/2 of 3, T13N, R53W in Kimball Cty, NE; Location: From Potter, NE/I-80 exit, 2 mi S, 1/2 mi W, 4 1/2 mi S, 1 mi W to SE corner of the property; Irrigation Well Permit #17844-FP with 256 certified acres within South Platte NRD; Irrigation equipment includes 100 hp GE electric motor, pump & 2 - 7 tower Reinke pivots; FSA base: 313.4 ac wheat w/41 bu yield; Both pivots are enrolled in EQIP and paid not to irrigate but may farm as dryland. North pivot payment is \$19,291 or \$150.71/ac and expires after 2 years. South pivot payment is \$18,365 or \$143.47/ac and expires after 3 years. R/E Taxes: \$3,965.16.

