

LIVE AUCTION >

BOX BUTTE COUNTY PIVOT IRRIGATED LAND AUCTION

BOX BUTTE COUNTY, NE | 647± ACRES

Tuesday, March 29, 2022, 1:30 pm MT
Box Butte County Fairgrounds, Hemingford, NE



Listing #5121A15

647± TOTAL ACRES PIVOT IRRIGATED
OFFERED IN 2 PARCELS, SINGLE UNIT



For More Information, Contact:



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TERMS & CONDITIONS

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

OVERVIEW: The "BOX BUTTE COUNTY PIVOT IRRIGATED LAND AUCTION" will be held Tuesday, March 29, 2022 @ 1:30 pm MT at the Box Butte County Fairgrounds in Hemingford, NE.

SALE TERMS/PROCEDURE: The "BOX BUTTE COUNTY PIVOT IRRIGATED LAND AUCTION" is a land auction with RESERVE. The BOX BUTTE property to be offered as a "MULTI PARCEL" Auction in 2 Parcels and as a Single Unit. The Parcels and Single Unit will be offered in the sale order as stated within the brochure. The Parcels and Single Unit will compete to determine the highest aggregate bid(s). 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 conclusion of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign an agreement to purchase in a form as provided and approved by Seller for the amount of the bid. Required earnest money deposit to be in the form of a personal, business, cashiers, or corporate check for 15% of the purchase price which is due upon the signing of the agreement and to be deposited with Reck Agri Realty & Auction. The 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 agreement. A sample purchase agreement for review is available within the detail brochure or upon written request to Seller.

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 shall occur on or before April 29, 2022. The closing to be conducted by an Escrow Agent selected by Seller, acting with sole discretion, and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by Special Warranty Deed, subject only to the Permitted Exceptions. 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) shall receive (i) a current title commitment as part of the detail brochure, (ii) an updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto, and (iii) an owner's title insurance policy in an amount equal to the Purchase Price after closing. Property to be sold subject to (collectively, the "Permitted Exceptions"): existing roads and highways; the rights of tenants under unrecorded leases with Seller, if any; all exceptions to title appearing of record on Seller's vesting deed to the Property at the time Seller took title; real estate taxes that are not due and payable as of the date of the closing; all easements, servitudes, rights of way, encumbrances and matters of record or fact, including without limitation, all matters listed as exceptions in the title commitment for the owner's title insurance policy to be furnished to Buyer(s) in connection herewith; all right, title and interest of third parties in and to oil, gas or other minerals concerning the Property under recorded instruments, as well as all rights, title and interest of third parties under existing oil, gas, or mineral leases con-

cerning the Property; such matters that could be disclosed by a current survey of the Property prepared in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys; 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 Agreement to Purchase.

POSSESSION: Possession of the Property, subject to the Permitted Exceptions, shall be given to Buyer(s) at closing except for the following: Possession of property prior to closing would be available upon the Buyer(s) entering into an agreement with Seller to allow the following: Upon signing of Agreement to Purchase with Seller at the auction and the earnest money clearing the banking system and being legally sufficient funds, Buyer(s) may enter onto 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 Property is being sold on a strictly "AS IS-WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the Property is made by the Seller or Reck Agri Realty & Auction unless agreed to in writing by Seller. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the Property. All such due diligence shall be conducted and completed by each potential bidder prior to the auction.

WATER RIGHTS AND EQUIPMENT: Seller to convey, subject to the Permitted Exceptions, all Seller's water rights, water wells, well permits, and equipment appurtenant to the Property whether for irrigation, domestic or livestock use including but not limited to well permits #G-129552, #G-129429, #G-129428, and #G-129501. Each of the wells are subject to the rules, regulations, and limitations of the Nebraska Department of Natural Resources and the Upper Niobrara White 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 domestic/irrigation wells, and/or condition of all domestic or irrigation equipment. Seller to convey by bill of sale 4 electric motors, pumps, and pivots. See parcel information for the description of well permits and irrigation equipment. Well #G-129428 located in the SW1/4 of 1, T27N, R51W is not operational. Seller to pay for and coordinate the re-drilling of and the installation of the necessary equipment for the well to be in operating condition. If re-drilling and installation is not completed prior to closing, the necessary funds to be escrowed with the title company for payment of the well re-drill and installation of equipment.

GROWING CROPS: No growing crops.

FSA DETERMINATION: FSA base acres and yields to pass with the Parcels or Single Unit as designated within the detail brochure. Buyer(s) and Seller, at

closing, to sign a memorandum of understanding stating the base acres and yields as designated within the detail brochure.

REAL ESTATE TAXES: 2021 real estate taxes due in 2022, to be paid by Seller. 2022 taxes due in 2023 are paid by the Buyer(s).

LEGAL DESCRIPTION: Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. If the Property is sold in two parcels and a metes and bounds legal description is needed, Seller to pay for a survey prepared by a surveyor selected by Seller, acting with sole discretion.

MINERALS: Seller to quitclaim, without any warranties of title, all OWNED mineral rights, if any, 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, detail brochure, and visual presentation at the auction are approximate and are either obtained from aerial photos from the FSA office and/or county assessor records. The county assessor records may indicate different acreages than the FSA office and no warranty is expressed or implied as to exact acreages of the Property. All bids are for the total parcel without regard to exact acreage. There will be no adjustment in purchase price if acreage is different than what is stated in this brochure and/or stated at the auction.

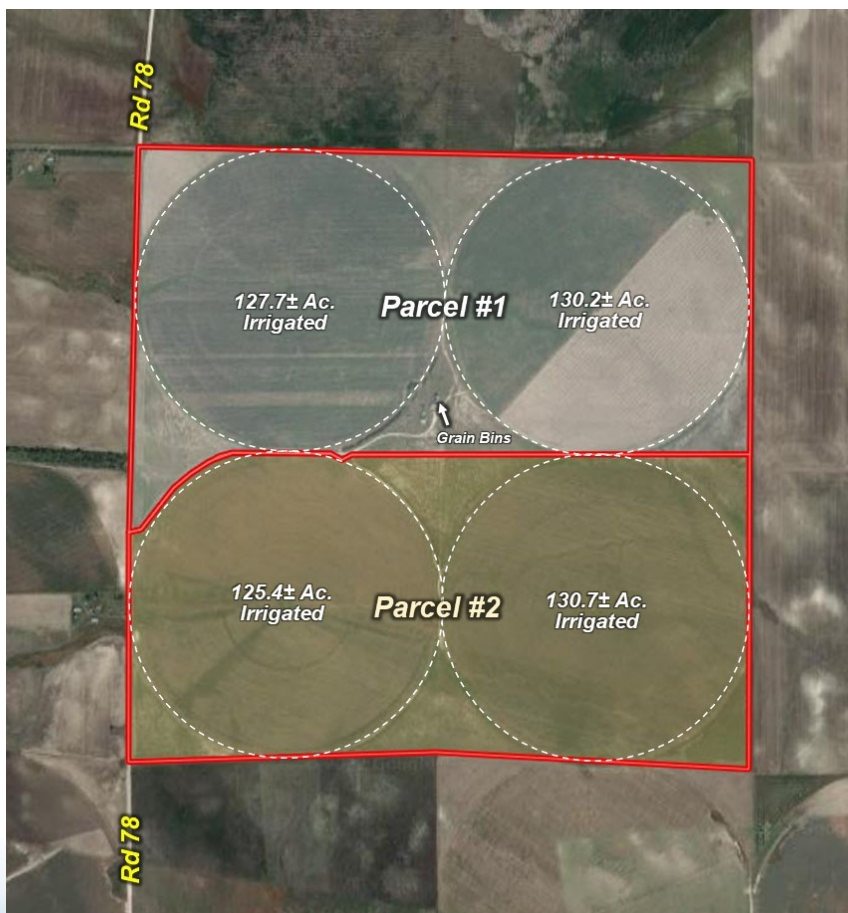
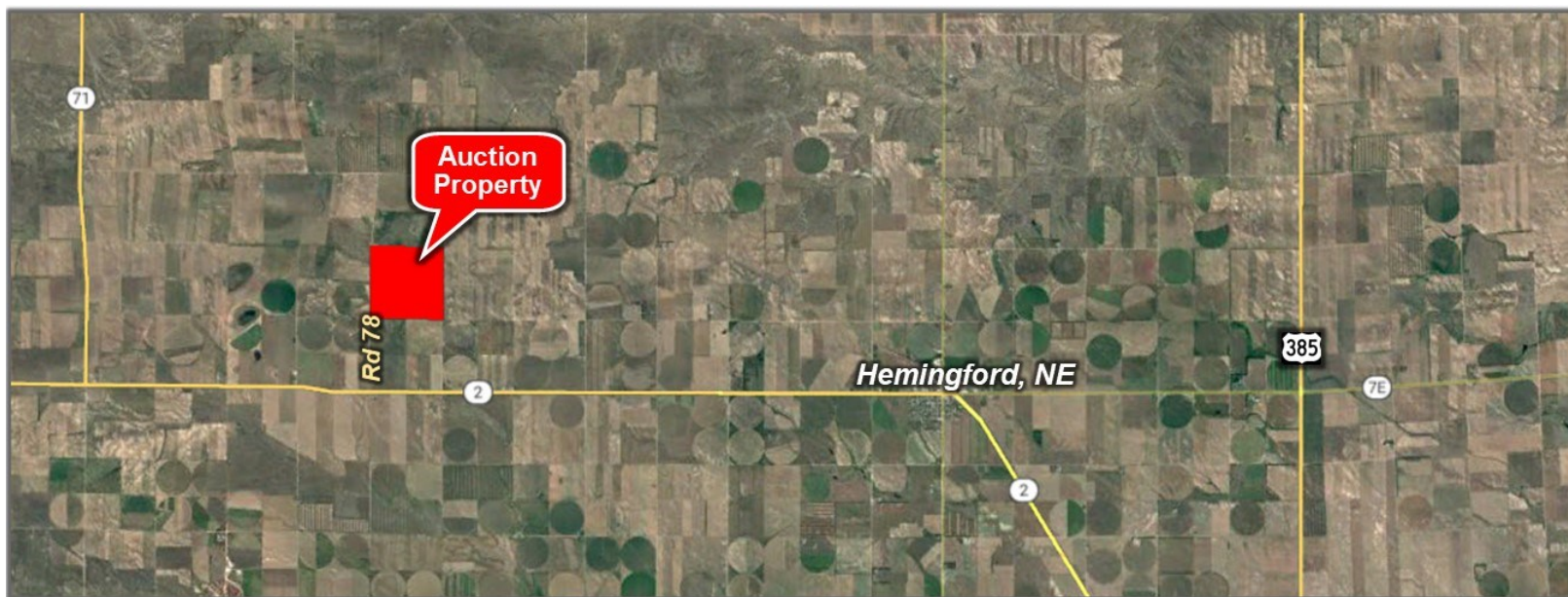
BIDDER REQUIREMENTS: Prior to auction, Buyer(s) to review the terms and conditions as set forth in the Detail Brochure. Detail Brochure may be obtained by visiting auction property page at www.reckagri.com, or by calling Reck Agri Realty & Auction. Bidding via cell phone, internet, and/or bidding on someone's behalf, must be approved by Reck Agri Realty & Auction 24 hours prior to auction.

ANNOUNCEMENTS: The information contained in this brochure herein has either been given to us by the owner of the Property, or obtained from sources that we deem reliable, and is subject to verification by all parties relying on it. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility or liability for errors, omissions, corrections, or withdrawals. The location maps, sketches, and dimensions are approximate, may not be survey accurate, and are for general location purposes only. The prospective Buyer(s) should verify all information contained herein. 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 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 reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. All decisions of the auctioneer at the auction are final. Bidding increments are at the discretion of the Broker.

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MAPS + PARCEL DESCRIPTIONS

LOCATION MAP:



PARCEL DESCRIPTIONS:

PARCEL #1 - PIVOT IRRIGATED: 328.3 ± ac; 257.9± ac pivot irr, 59.1± ac dryland, 11.3± ac grass/rds; Legal: Part of the S1/2 & N1/2 of 1, T27N, R51W; Location: From Hemingford, NE, 8 mi W on Hwy #2 to CR 78, 1.5 mi N; Primarily Class I and Class II soils; West pivot: Well permit #G-129429, 100 HP electric motor & 7 tower Reinke pivot, East pivot: Well permit #G-129552, 100 HP electric motor & 8 tower Reinke pivot; FSA base: 90.7 ac corn w/122 bu PLC yield, 26.7 ac wheat w/55 bu PLC yield, 11.5 ac oat w/35 bu PLC yield; 2 - Grain Bins; R/E taxes: \$6,707.50.

PARCEL #2 - PIVOT IRRIGATED: 318.6 ± ac; 256.1± ac pivot irr, 60.5± ac dryland, 2.0± ac grass/rds; Legal: Part of the S1/2 of 1, T27N, R51W; Location: From Hemingford, NE, 8 mi W on Hwy #2 to CR 78, 1 mi N; Primarily Class II and Class III soils, small areas of Class I; West pivot: Well permit #G-129428, 100 HP electric motor & 8 tower Reinke pivot, East pivot: Well permit #G-129501, 100 HP electric motor & 7 tower Reinke pivot; FSA base: 90.7 ac corn w/122 bu PLC yield, 26.7 ac wheat w/55 bu PLC yield, 11.6 ac oat w/35 bu PLC yield; R/E taxes: \$6,457.50. NOTE: West irr well is non-operational, Seller will pay for redrill and to make said well operational.

SINGLE UNIT - PIVOT IRRIGATED: 646.9 ± ac; 514.0± ac pivot irr, 119.6± ac dryland, 13.3± ac grass/rds; 4 - irr wells, 4 - 100 HP electric motors, 4 - Reinke pivots; FSA base: 181.4 ac corn w/122 bu PLC yield, 53.4 ac wheat w/55 bu PLC yield, 23.1 ac oat w/35 bu PLC yield; 2 - Grain Bins; R/E taxes: \$13,165.00.

NOTE: There are 547 Upper Niobara White NRD certified acres. Currently waiting for the split between Parcel #1 & Parcel #2. This determination will be available in the Detail Brochure.





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reckagri.com

PO Box 407 // Sterling, CO 80751

ADDRESS SERVICE REQUESTED

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MARCH 2022						
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		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

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