

PRIVATE AUCTION – 153.69 ACRES SUMMARY OF TERMS & INFORMATION

Legal Description: The NW1/4 of Section 11, Township 22 North, Range 4, East of the 6th P.M., Cuming County, Nebraska, except a tract of land described as follows:

A tract of land located in the Northwest Quarter of Section 11, Township 22 North, Range 4 East of the 6th P.M., Cuming County, Nebraska more particularly described as follows: Commencing at the West Quarter corner of said Section, thence N00°00'00"E (bearing assumed and all other bearings are relative thereto) a distance of 1608.0 feet along the West line of said Northwest Quarter; thence S88°11'20"E a distance of 345.0 feet to the point of beginning; thence N00°00'00"E a distance of 229.6 feet; thence S85°01'00"E a distance of 583.8 feet; thence S07°35'35"W a distance of 421.7 feet; thence S78°19'20"W a distance of 537.0 feet; thence N00°00'00"E a distance of 344.7 feet to the point of beginning; **together with an Easement across a strip of land 40.0 feet in width**, located in Section 11, Township 22 North, Range 4 East of the 6th P.M., Cuming County, Nebraska, the North line of which is more particularly described as follows: Commencing at the West Quarter corner of Section, thence N00°00'00"E (bearing assumed and all other bearings are relative thereto) a distance of 1608.00 feet, along the West line of said Northwest Quarter to the point of beginning; thence S88°11'20"E a distance of 345.0 feet to the West line of the (above described tract).

Location: From Wisner, 5.1 miles South from Avenue E on 13th Street/6th Road, 1 mile West on M Road, 1 mile South on 5th Road to the NW corner of the property.

Taxes (153.69 Acres): 2019 - \$5,565.34 + \$1,977.78 = \$7,543.12

Taxes (6.31 Acres): 2019 - \$667.00

FSA Information: TRACT #7796; Farmland 119.77 acres; Cropland 102.28 acres; Effective DCP Cropland 102.28; Corn – base acreage – 47.1, PLC Yield – 145; Soybean – base acreage 20.7 - PLC Soybean Yield – 48; total base acres – 67.8; HEL field on tract - Conservation system being actively applied; Wetland determinations not complete; no wetlands violations.

TRACT #7795; Farmland 39.99 acres; Cropland 38.19 acres; Effective DCP Cropland 38.19; Corn – base acreage – 37.5, PLC Yield – 145; Soybean – base acreage 7.7 - PLC Soybean Yield – 48; total base acres – 25.2; HEL field on tract - Conservation system being actively applied; tract contains a wetland or farmed wetland; no wetlands violations.

153.69 Acre Tract – Soils/Land Use (Based on Assessor Information): ALCESTER 1D/DRYLAND – 9.38 acres; ALCESTER 1D/DRYLAND – 3.47 acres; NORA 4D/DRYLAND – 8.56 acres; NORA 3D/DRYLAND – 29.58 acres; NORA 3D/DRYLAND – 48.23 acres; MOODY 1D/DRYLAND – 18.83; MOODY 1D/DRYLAND – 3.98; KENNEBEC 2D1/DRYLAND – 14.84; KENNEBEC 2D1/DRYLAND – .43; NORA 2G1/GRASSLAND –

1.78; NORA 2G1/GRASSLAND – 1.55; MOODY 2G1/GRASSLAND - .31 acres; KENNEBEC 1G1/GRASSLAND – .41 acres; KENNEBEC 1G1/GRASSLAND – 5.3 acres; CREEK POND - 1.97 acres; CREEK POND - .1 acres; INTENSIVE USE - .45 acres; FARM SHELTERBELT – 1.54 acres; FARM SITE – 1.0 acres; ROAD – 1.5 acres; ROAD – .48 acres.

6.31 Acre Tract – Land Use (Sold Separately)(Based on Assessor Information) – Residential Shelterbelt – 1.61; Rurban House – 1.0; Rurban Site – 3.7 acres.

Seller: Jeffery J. Nebuda and Alicia M. Nebuda, husband and wife; Brian G. Nebuda and Bonnie L. Nebuda, husband and wife; Jennifer J. (Nebuda) Bryden and Matthew P. Bryden, wife and husband.

Terms: The 153.69 Acre Tract will be sold by a private auction run by the Broker starting December 7, 2020. Bids will be on one tract. The 6.31 Acre Tract is not included but will be offered to the winning bidder on separate terms. Bids per acre based upon 153.69 acres notwithstanding that the number of acres may be more or less. Buyer shall execute a Purchase Agreement within 48 hours of being notified they were the successful bidder. A down payment of 10% of the purchase price is required upon the execution of the Purchase Agreement with the balance due at closing. Closing to occur on or before 30 days after the execution of the Purchase Agreement. Seller shall pay real all estate taxes assessed for the year 2020 and all prior years. Taxes not assessed shall be based on the taxes of the previous year. Buyer receives the rental income for 2021. Buyer shall pay all real estate taxes for the year 2021 and thereafter. All special assessments assessed prior to the date of execution of the Purchase Agreement, if any, shall be paid by Seller. All special assessments assessed following the date of execution of the Purchase Agreement will be paid by Buyer. Risk of loss remains with Seller until the date of closing. Possession delivered at closing subject to a lease of the tillable acres expiring February 28, 2022. Title insurance shall be paid as follows: Owner’s policy one-half by Seller and one-half by Buyer. Lender’s policy and any endorsements by Buyer. The Property is sold “as is” without warranties. Property sold without the requirement of a survey. Complete terms of the Purchase Agreement will be controlling and have precedent over publications and all other communications. Bids shall be accepted starting December 7, 2020. All bidders will be notified of bid status and will have opportunity to place a higher bid. The auction will continue until all individuals who have expressed a desire to bid have declined to place another bid. The identity of bidders will not be disclosed to anyone except the Seller upon Seller’s request, except that the identity of the last unsuccessful bidder will be disclosed to the successful bidder. During the auction, Broker may impose deadlines for placing or increasing bids upon prospective bidders by advising such prospective bidders of such deadlines.

Broker Disclosure: Broker represents Seller as a limited Seller’s agent, does not represent the interest of any prospective Buyer with respect to this transaction, and interacts with any prospective Buyer as a customer only. Much of the information contained within this document is based upon information collected from government agencies and sources deemed reliable by Broker. Broker does not provide any warranty as to the accuracy of information collected from government agencies and encourages any prospective Buyer to conduct their own independent investigation.

Property Disclosure: The 6.31 acre tract and 153.69 acre tract are under common ownership. Boundaries between the 6.31 acre tract and 153.69 acre tract were previously surveyed. An easement with a width of 40 feet provides access to the 6.31 acre tract. The fences in and around the 6.31 acre tract and the 153.69 acre tract do not necessarily correspond to the actual boundaries between the 6.31 acre tract and the 153.69 acre tract. Seller may, but shall be required, to remove all or some of the fences located on or near the 6.31 acre tract between now and July 1, 2021. All FSA effective cropland acres may include a portion of the 6.31 acre tract which has been fenced off and planted to grass. All buildings, except one grain bin and one detached doghouse, are located on the 6.31 acre tract. The grain bin on the 153.69 acre tract has been damaged and it may not be cost effective to repair. All other disclosures associated with the 6.31 acre tract will be made separately.

General: Contact Logan J. Hoyt, Broker at Hoyt Real Estate, LLC, (402) 380-2729 to request the Purchase Agreement, request information, or place a bid.

