

Tuesday, November 23rd at 10:00 AM

SpringLake Angus Center in Lynch, NE



**SPRINGLAKE
RANCH**

**HOLT CO
NEBRASKA**

**MULTI-PAR
GRASSLAND AUCTION**

2,080 ACRES M/L
OFFERED IN 6 TRACTS



EXECUTIVE SUMMARY

The SpringLake Ranch is comprised of 2,080 acres m/l and located in Holt County, Nebraska 25 miles southwest of O'Neill, Nebraska. The property will be offered in six tracts ranging from 160 acres to 480 acres m/l via the multi-parcel auction format where tracts can be purchased individually or in any combination.

The Timperley Family has been active in the registered Angus business for the past 56 years, proudly carrying on a three-generation family tradition. The family purchased this property to add a southern division to SpringLake Ranch. The Timperley's chose this ranch due to its supreme condition, wildlife, ample water supply, shelter provided by trees, and prime location. Throughout the years, the family has devoted time and resources to care for the land and maintain its good condition.

The SpringLake Ranch is located on the eastern edge of the famous Sandhills of Nebraska providing proximity to a majority of the state's feedlots, which are located in the eastern portion of Nebraska. The property is situated over the Ogallala Aquifer, which provides a high-water table for ample water supply and the optionality to add additional stock wells. The Ranch has a water pipeline that runs throughout the property. Even during severe drought years, the Ranch has been able to support cattle throughout the entire grazing season due to water availability. These qualities allow the Ranch to support over 300 cow/calf pairs!

A majority of the ranch is covered by a perpetual warranty easement that was established to safeguard the renewable agricultural value of the ranch for generations to come. Although the easement regulates some activities, livestock grazing is permitted. Lined with well-maintained fences, cross fencing, abundant trees, numerous water sources, windmills, hay pens, and electricity, this Ranch is equipped for a cow-calf herd. In addition, the SpringLake Ranch boasts excellent recreational opportunities for deer, chicken, and waterfowl hunting with wooded timber and standing water.

Buyer will be responsible for payment of a premium of three percent (3%) of the purchase price, such amount to be payable at closing.

PUBLIC OPEN HOUSE & RANCH TOUR

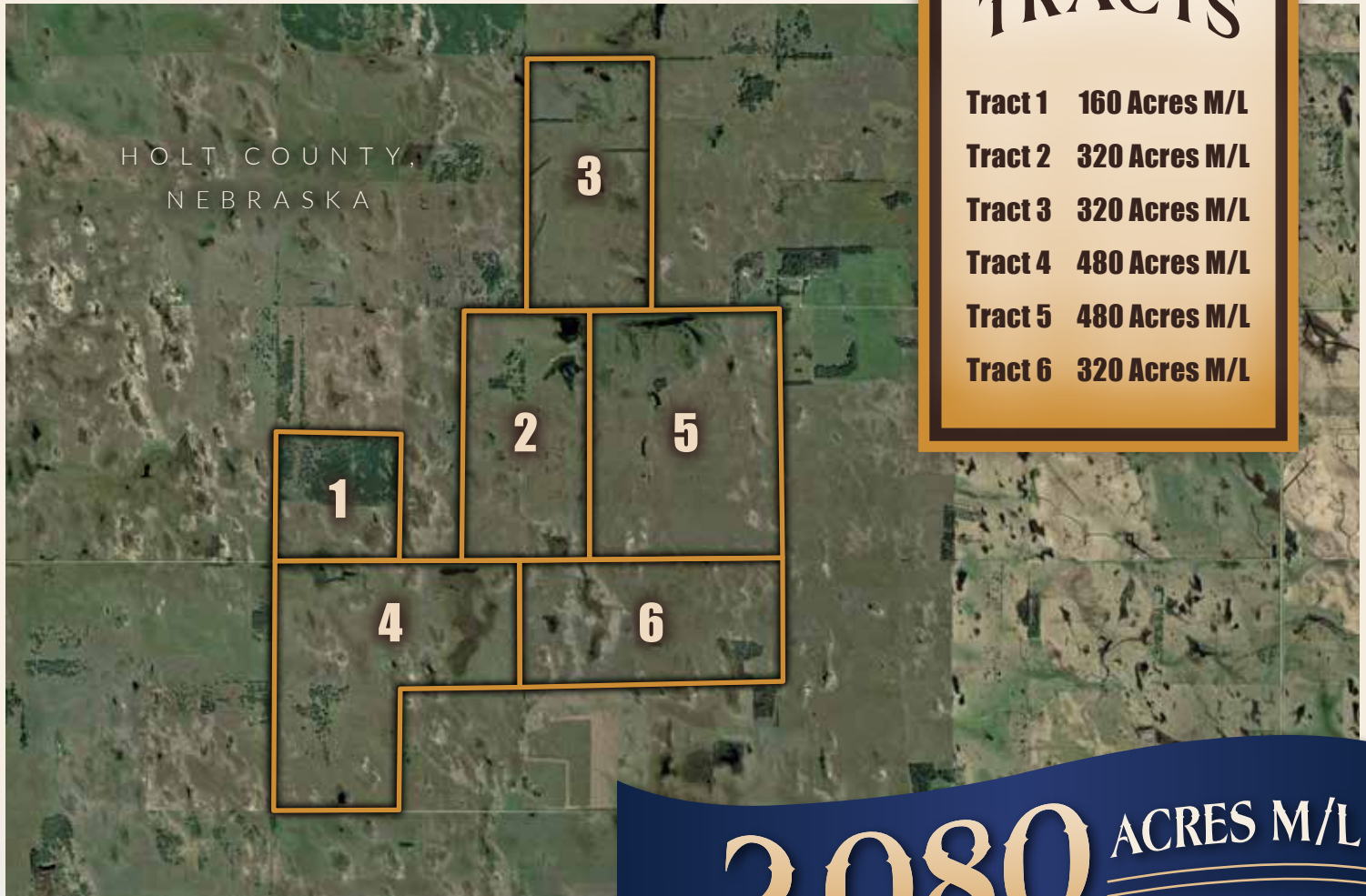
Tuesday, November 2nd from 1:00 pm to 3:00 pm in the southwest corner of Tract 4.

Additional dates and times are available. Please contact agents to schedule.

TUESDAY, NOVEMBER 23RD AT 10:00 AM

SPRINGLAKE ANGUS CENTER // 50475 887 ROAD // LYNCH, NE 68745

TRACT MAP



TRACTS

Tract 1	160 Acres M/L
Tract 2	320 Acres M/L
Tract 3	320 Acres M/L
Tract 4	480 Acres M/L
Tract 5	480 Acres M/L
Tract 6	320 Acres M/L

2,080 ACRES M/L

MORE INFORMATION

For more photos, maps, data room resources, plus an aerial drone video, and our new 360° tour, please visit SpringLakeRanchAuction.com

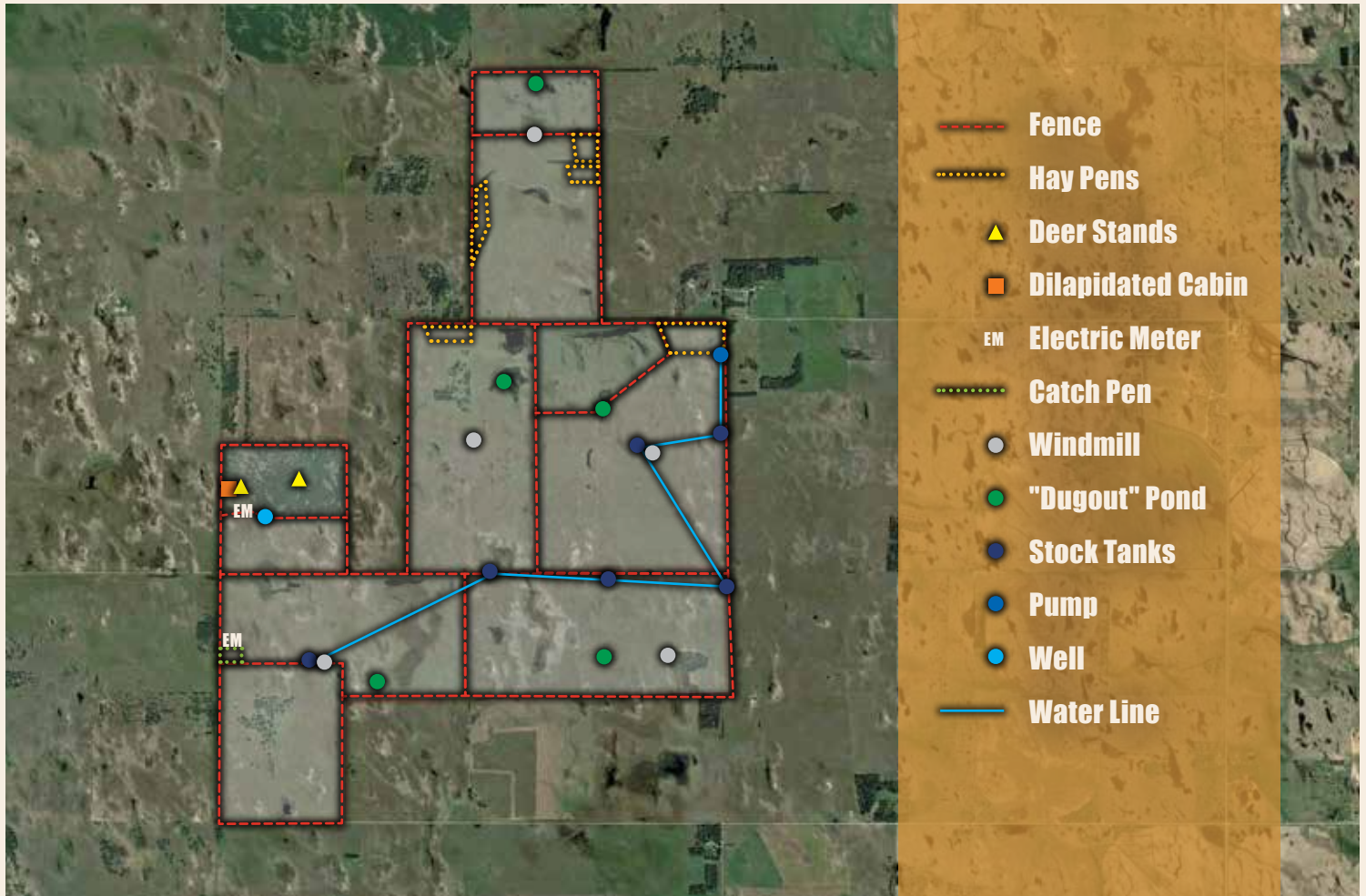
*This ranch can
support over 300
cow/calf pairs!*



JIM HAIN // 402.981.8831
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STEVE BRUERE // 515.222.1347
Steve@PeoplesCompany.com

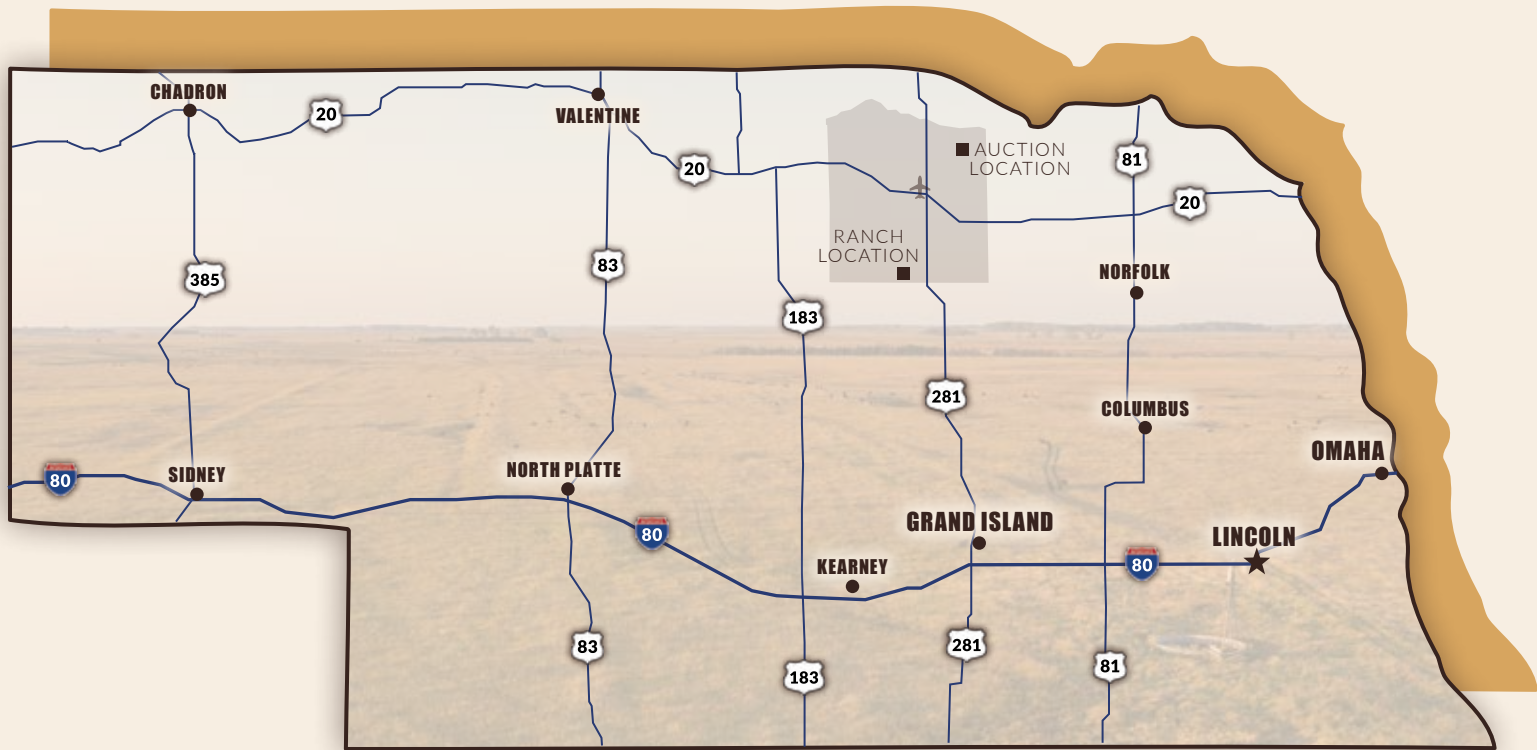
RANCH INFRASTRUCTURE MAP



All ranch infrastructure will be sold on an "As is-Where is With All Faults" basis with no warranties or guarantees, expressed or implied, made by the Auction Company or Seller.

REGION

Positioned on the edge of the Sandhills, the Ranch optimizes each acre allowing more cattle to be ran on fewer acres, limited fence to be maintained, and abundant trees for shelter. The property requires just six acres to support one head throughout the grazing season due to ample water supply and sufficient rainfall. Being on the east side of the Sandhills also provides close proximity to the state's feedlots scattered across the eastern region of Nebraska.



DIRECTIONS

From O'Neill, Nebraska: Travel south on US Highway 281 for approximately 23.5 miles. Turn west on 848th Road for approximately 9 miles. Tract 4 will be located immediately to the northwest while all other tracts will be located further to the north. Watch for detailed tract signs.

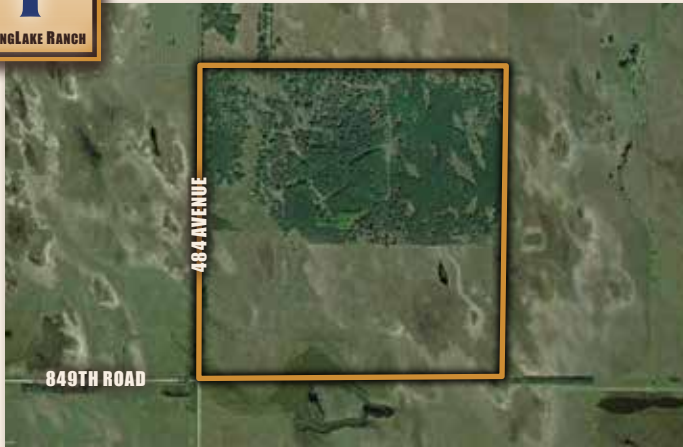
AIRPORT INFORMATION

O'Neill Municipal Airport – John L Baker Field (KONL)
4,408 feet of concrete runways
Instrument Approaches: RNAV, GPS, VOR
Located approximately 2 miles northwest of O'Neill, Nebraska.





160 ACRES M/L



EST NET TAXES // \$848.69
BRIEF LEGAL // SW 1/4 of 15-25N-13W

TRACT 1 totals 160 acres m/l. This tract is improved with electricity, cross fencing to keep cattle out of timber areas, and good exterior fencing. In addition, Tract 1 features established timber areas which create good habitat for wildlife and provide great hunting. Two deer stands are located on this tract and will be included in the sale of this property. Located on the northeast corner of 849th Road and 484 Avenue, this tract is situated in Section 15 of Dustin Township.

The north 90 acres of this tract is not encumbered by the conservation easement allowing for cabins, houses, sheds among other structures to be built.

**Tract 1 contains a dilapidated hunting cabin.*



320 ACRES M/L



EST NET TAXES // \$1,710.37
BRIEF LEGAL // E 1/2 of E 1/2 of 15-25N-13W &
W 1/2 of W 1/2 of 14-25N-13W

TRACT 2 totals 320 acres m/l. This tract is improved with a fenced hay pen, a windmill, and good exterior fencing. In addition, Tract 2 features a dugout which provides freshwater access. Located on 484 Avenue, this tract is situated in Sections 14 and 15 of Dustin Township.

**A pioneer cemetery is located on Tract 2, which is subject to preservation by Neb. Rev. Stat. Section 12 - Article 8, and the Nebraska Unmarked Human Burial Site and Skeletal Remains Protection Act. (Copies available on request and available at auction.)*



320 ACRES M/L

EST NET TAXES // \$1,692.30
BRIEF LEGAL // W 1/2 of 11-25N-13W



TRACT 3 totals 320 acres m/l. This tract is improved with three fenced hay pens, a windmill, and good exterior fencing. In addition, Tract 3 features cross fencing on the northern portion of the tract for a separate paddock as well as fencing around all tree lines that serve as wind breaks. Located on 484 Avenue, this tract is situated in Section 11 of Dustin Township.

The northeast hay pen on this tract is not encumbered by the conservation easement allowing for cabins, houses, sheds among other structures to be built.



480 ACRES M/L

EST NET TAXES // \$2,538.08
BRIEF LEGAL // N 1/2 & SW 1/4 of 22-25N-13W



TRACT 4 totals 480 acres m/l. This tract is improved with electricity, a catch pen, a stock water tank, windmill, and good exterior fencing. In addition, Tract 4 features a dugout which provides freshwater access as well as interior fencing to provide two separate paddocks. Located on 848th Road, this tract is situated in Section 22 of Dustin Township.





480 ACRES M/L

EST NET TAXES // \$2,585.02
BRIEF LEGAL // E 1/2 & E 1/2 of W 1/2 of 14-25N-13W



TRACT 5 totals 480 acres m/l. This tract is improved with a fenced hay pen, two stock water tanks, a windmill, and good exterior fencing. In addition, Tract 5 features interior fencing to provide two separate paddocks. Located near 850th Road, this tract is situated in Section 14 of Dustin Township.

**Tract 5 is accessed by a recorded ingress/egress easement off 850th Road. Seller has a 60 foot wide tract between the Southwest Quarter of Section 12 and the Northwest Quarter of Section 13, extending west from the end of the county road to the Northeast corner of the Northeast Quarter of Section 14 for ingress and egress (T25N, R13W). Type and extent of improvement will be at Buyer's discretion and cost.*



320 ACRES M/L

EST NET TAXES // \$1,713.60
BRIEF LEGAL // N 1/2 of 23-25N-13W



TRACT 6 totals 320 acres m/l. This tract is improved with three stock water tanks, a windmill, and good exterior fencing. In addition, Tract 6 features a dugout which provides freshwater access. Located north of 848th Road, this tract is situated in Section 23 of Dustin Township.

**In the event Tracts 5 and 6 are sold to separate Buyers, an Ingress/Egress Easement will be granted and recorded for access to Tract 6 across the east 30 feet of Tract 5.*



RECREATION/CONSERVATION

THE SPRINGLAKE RANCH features numerous timber areas as well as dugouts with standing water to support deer, chicken, and waterfowl hunting. Hunting has been managed creating a private wildlife sanctuary across the Ranch. The SpringLake Ranch is home to the Western Prairie Fringed Orchid, an endangered flower; the American Burying Beetle, an endangered species; Niobrara Turkey; and a bald eagle nest.



TERMS & CONDITIONS

1. BIDDER REGISTRATION. In order to bid at the auction you must enter into a "Qualified Bidder Agreement" and receive a bidder number from Peoples Company and/or The Lund Company Cushman/Wakefield (the "Auction Company"), at which point you will be a "Qualified Bidder".

2. AUCTION METHOD.

(a) The real estate will be offered in 6 individual tracts or combinations thereof (the "Property").

(b) Bidding will remain open on all tracts or combinations thereof until the close of the auction as determined by the Auctioneer or as directed by the Seller and announced by the Auctioneer. A Qualified Bidder may bid on any tract or combination of tracts and the Seller may sell any tract or combination of tracts. If either the Seller or the Auction Company determine, in the exercise of their sole discretion, that a Qualified Bidder's participation or further participation in the auction is not in the best interest of Seller, such Qualified Bidder shall be immediately deemed a "Disqualified Bidder", and the Disqualified Bidder's participation in the auction may be stopped and any bids made by the Disqualified Bidder shall be disregarded.

(c) Handling of the Auction and increments of bidding shall be at the discretion of the Auctioneer. The Auction Company reserves the right to enter bids on behalf of Qualified Bidders, whether participating in person, electronically, via phone or by proxy. All decisions of the Auctioneer at the auction are final.

3. BUYER'S PREMIUM. Buyer will be responsible for payment of a premium of Three Percent (3%) of the purchase price, such amount to be payable at Closing.

4. APPROXIMATE ACRES OF TRACTS. Any and all references to acreages in these Terms & Conditions or throughout any marketing materials are best estimates of Seller and Auction Company.

5. AGENCY. The Auction Company and its representatives are agent of Seller.

6. DOWN PAYMENT. A ten percent (10%) down payment is required on the day of the auction for each tract purchased. All funds will be held by Title Services of the Plains, LLC of North Platte, NE.

7. CONTRACT & TITLE COMMITMENT.

(a) Immediately upon the conclusion of the auction, the winning bidder(s) must enter into a Contract for the Sale of Real Estate ("Contract") and deposit the required down payment. The Contract will be substantially in the form and available upon request, which

the terms and conditions of such, are nonnegotiable. Any failure or refusal to immediately sign the Contract upon the conclusion of the auction will be considered a violation of the Qualified Bidder Agreement, including, without limitations, any monetary damages found therein.

(b) The terms and conditions of the executed Contract shall govern the sale of the Property and shall supersede all other communications, negotiations, discussions, representations, brochures or information provided regarding the Property, regardless of when such communication or material was made, including, without limitation, this marketing brochure and these Terms and Conditions.

(c) The Seller shall furnish a recent pro forma commitment to issue an ALTA Owner's Policy (2006) in an amount equal to the purchase price.

(d) Any additional title insurance coverage or endorsements requested by Buyer or its lender shall be provided and paid for by Buyer.

(e) Seller shall deliver to Buyer at the time of closing, a good and sufficient general warranty deed or Trustees' deed, as may be appropriate, conveying marketable title to the purchased Property to Buyer and, as applicable, an assignment and/or bill of sale for any related property to Buyer.

(f) The cost of the title insurance policy, title company fees and any closing costs, not associated with any financing of the Buyer, shall be split equally between Seller and Buyer. Buyer shall be solely responsible for any costs associated with any financing Buyer may obtain.

8. FINANCING. Buyer's obligation to purchase the Property is unconditional and is not contingent upon Buyer obtaining financing. Any and all financial arrangements are to have been made prior to bidding at the auction. By the mere act of bidding, the bidder makes a representation and warrants that the bidder has the present ability to pay the bid price and fulfill the terms and conditions provided in the Contract.

9. CLOSING. This Contract shall be closed at such place as is mutually agreeable to Seller and Buyer. The closing date shall be on or before December 23, 2021. The balance of the purchase price shall be paid at closing in a form satisfactory to the closing agent in its sole discretion.

10. POSSESSION. Possession of the Property shall be granted to Buyer on or before January 1, 2022

11. TAXES AND ASSESSMENTS. Seller shall pay all taxes and assessments on the Property for the year 2020 and all prior years. Buyer shall be responsible for all subsequent taxes and assessments, including all taxes and assessments for the year 2021.

12. MINERAL RIGHTS. All mineral rights owned by Seller will be included in the sale of the Property. Seller makes no other warranty or guarantee as to Seller's claim to ownership of or rights to minerals in, on, or under the property.

13. FENCES.

- (a) Existing fences are in as-is condition and will not be updated or replaced by the sellers.
- (b) All fences and fence lines shall be governed by the Holt County and State of Nebraska fence line rules and regulations. No new fences will be installed by the Seller.
- (c) Not all tract and boundary lines are fenced and if needed, will be the responsibility of the Buyer at closing. Existing fence lines may not fall directly on the legal boundary.

14. CONDITION OF PROPERTY. Buyer is accepting and Seller is conveying the Property in the same condition as it is now, without warranty by Seller or Seller's broker or agent, as to the physical condition, property lines, noxious weeds, crop yields, operations or any other matter affecting the Property. Buyer shall not rely upon any statement or representation made as to the Property, unless the same is expressly set forth herein or is specifically implied by Nebraska law.

15. SURVEYS. A survey will not be required to split and transfer the property. No survey or staking will be paid by the Seller.

16. WARRANTY EASEMENT DEED. The Property is subject to a Warranty Easement Deed in Perpetuity for Wetlands Reserve Program Easement No. 66-6526-09-641, hereinafter referred to as "Easement". Buyer(s) acknowledge review of the Easement and shall accept in writing and be responsible for compliance with all terms, including but not limited to Landowner's obligations of the Easement. Exhibit "E" of the Easement allows for grazing in accordance with the terms and conditions of the Special Provision, including compliance with the Wetlands Reserve Plan of Operations (WRPO). Periodic haying may be permitted upon application and subject to NRCS conditions. Buyer has the right to prevent trespass and control access by the general public. (Copy available upon request and available at the auction.)

17. 1031 EXCHANGE. Seller may use the sale of the Property as part of a 1031 Like-Kind Exchange.

18. DISCLAIMER.

- (a) All tract boundaries shown in this marketing brochure and any marketing materials are just sketches and are presumed to be accurate according to the best available information and knowledge of the Auction Company.
- (b) Overall tract acres, pasture acres, etc. may vary from figures stated in the marketing materials and will be subject to change when the tracts are reconstituted by the Holt County FSA and NRCS offices.
- (c) All references to "M/L" in this marketing brochure and any marketing materials refers to "more or less".
- (d) All references to "NCCPI" in this marketing brochure and any marketing materials refers to the "National Commodity Crop Index".
- (e) All references to "FSA" in this marketing brochure and any marketing materials refers to the "Farm Service Agency".
- (f) All references to "NRCS" in this marketing brochure and any marketing materials refers to the "Natural Resources Conservation Service".
- (g) All utility information should be independently verified by Buyers.
- (h) Buyer and Buyer's tax and legal advisors should perform their own investigation of the Property prior to bidding at the auction.
- (i) The brief legal descriptions in the marketing materials should not be used in legal documents. Full legal descriptions will be taken from the title insurance commitments and, if applicable, any surveys.

19. OTHER.

- (a) The sales are subject to all easements, covenants, leases, prior mineral reservations and sales and restrictions of record in place. All land and improvements will be sold on an "As is-Where is With All Faults" basis with no warranties or guarantees, expressed or implied, made by the Auctioneer, the Auction Company or Seller.
- (b) No warranty, either express or implied, or arising by operation of law concerning the Property is made by the Seller or the Auctioneers and is hereby expressly disclaimed.
- (c) If a site clean-up is required on any of the tracts it shall be at the expense of the Buyer of each tract.
- (d) Any announcements made on the day of the auction by the Auctioneer or Auction Company will take precedence over these Terms and Conditions and all previous marketing materials or oral statements.
- (e) Bidding increments are at the sole discretion of the Auctioneer.
- (f) No absentee or phone bids will be accepted at the auction without prior approval of the Auctioneer.
- (g) All decisions of the Auctioneer are final.





SPRINGLAKE
RANCH HOLT CO
NEBRASKA

**MULTI-PAR
GRASSLAND AUCTION**

PC PEOPLES
COMPANY
INNOVATIVE REAL ESTATE SOLUTIONS



**CUSHMAN &
WAKEFIELD**

LUND
COMPANY