

## Terms and Conditions:

### ONLINE BIDDING TERMS & CONDITIONS

*Great Plains Land Company – Dirks Irrigated/Dryland/Pasture Land Auction*

### BIDDING PROCEDURE

This property will be sold in (9) tracts through a live, online, and phone bidding auction hosted by Great Plains Land Company. The Auction will start on **March 25th, 2026 @ 10:30am at the Phillips County Event Center in the Biese-meier Room - 22505 US-385, Holyoke CO 80734**

The auction will remain open as long as active bidding continues.

To participate:

1. Visit [www.greatplainslandcompany.com](http://www.greatplainslandcompany.com), click on the “Auctions” tab, and register under the appropriate property listing.
2. Registration must be reviewed and approved by Great Plains Land Company before bidding access is granted.
3. For bidding or registration questions, call **(970) 227-1230** or click “Get Help” on the auction’s webpage.

### BIDDER QUALIFICATIONS

To be approved to bid, all prospective buyers must review and agree to the full Due Diligence Documents which include detailed terms and conditions, property disclosures, title commitments, and sample contracts. Great Plains Land Company retains the right to approve or reject any bidder or bid. Bid increments are set at the discretion of the auction team. To request Due Diligence Documents, visit the listing on our website or contact **Daniel Hunning at (970) 227-1230**.

### SALE FORMAT & TERMS

This is a **live/phone/online auction** subject to a **Reserve** and if the reserve is not achieved it will be based solely on the **Sellers approval**. The property will be sold in three tracts, with bidding based on the total purchase price (not per acre). The Seller reserves the right to accept or decline any or all bids if below the reserve amount.

- **CONTRACT EXECUTION**

At the close of the auction, the winning bidder(s) will promptly sign a Brokerage Disclosure and enter into a **Contract to Buy and Sell Real Estate (Land)**. A **10% earnest money deposit** is due at signing and will be held by **Phillips County Abstract**. The sale is not contingent upon financing. All terms of the Due Diligence Documents will be incorporated into the contract. A sample contract is available prior to the auction.

## **CLOSING DETAILS**

Closing will occur on or before **April 24th, 2026**. Buyers must deliver certified funds for the remaining purchase balance, pay their portion of closing costs, and sign all necessary documents. **Phillips County Abstract** will handle the closing, with fees split equally between Buyer and Seller.

## **TITLE & DEED**

The Seller will provide marketable title via **Warranty, Trustee's, or Personal Representative's Deed**, free of liens. Title Insurance will be issued, and the premium will be split 50/50. Buyers can review a preliminary title commitment within the Due Diligence Documents and will receive an updated version post-auction, followed by an owner's policy after closing. Property will be conveyed subject to standard exceptions (e.g., roads, easements, mineral reservations, recorded restrictions).

## **POSSESSION**

Early possession for field work is available on all of the fallow acres after the 10% Earnest Money Deposit is received. Full possession after the harvest completion on the growing 2026 wheat crop and upon closing on all of the fallow acres.

## **PROPERTY CONDITION**

Property is being sold **AS-IS, WHERE-IS**, with no warranties or representations from the Seller. Buyers are encouraged to conduct their own inspections and due diligence prior to bidding.

## **WATER RIGHTS & EQUIPMENT**

Includes any existing wells, well permits, pumps, irrigation equipment, water rights, and related equipment appurtenant to the land.

## **GROWING CROPS**

Growing wheat crop is reserved by the previous tenant.

## **CRP INFORMATION**

There are no CRP acres on any of the tracts.

## **FSA BASE ACRES**

All base acres and yields will be transferred to the Buyer as outlined in the Due Diligence Documents (FSA 156ez form).

## **TAXES**

2026 property taxes (due in 2027) will be the responsibility of the Buyer.

## **LEGAL DESCRIPTION**

The legal description is based on current field/fence boundaries and may differ slightly from recorded documents. Note: If Tract #8 & tract #9 are sold separately a survey will need to be completed before closing with acreage and exact boundaries being subject to a survey being completed and recorded. If a survey is needed it will be at the expense of the Sellers.

## **MINERAL RIGHTS**

100% of the Seller's Owned Mineral Rights will Transfer (if any).

## **NOXIOUS WEEDS**

There may be areas with noxious weeds present. Their extent and location are currently unknown.

## **ACREAGE DISCLOSURE**

All acreages are estimates based on FSA aerial imagery or County Tax Records and may differ from each other. Sale price is for the total parcel regardless of actual surveyed acreage. No adjustments will be made for discrepancies on the stated acreage.

## **ANNOUNCEMENTS & DISCLAIMERS**

Information provided is deemed reliable but is not guaranteed. Great Plains Land Company and Seller assume no liability for errors or omissions. Property maps are for location reference only and are not surveys. Great Plains Land Company may require financial references and reserves the right to deny bids at its discretion. Bid increments are also at the sole discretion of the auction team.

## **COPYRIGHT NOTICE**

All marketing content including images, brochures, and Due Diligence materials are the property of **Great Plains Land Company** and may not be reproduced without written permission.