

JamesLandCo.com

*Investment Grade & Lifestyle
Real Estate*

The DePoorter Ranch Sheridan County, Nebraska



Presented By:

CURT JAMES

Office: (307)326-3104 Cell: (307)399-8644

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The DePoorter Ranch

Sheridan County, Nebraska



Price: \$650,000.00

Features: Frontage on Niobrara River & Pine Creek, Deer & Turkey Hunting, Very Scenic, Easy HWY Access

Location: 11 Miles South of Rushville, Nebraska

Acreage: 583.3 Deeded Acres +/-

Improvements: Older Home & Numerous Outbuildings

Taxes: \$2,534.66 (2012)

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The DePoorter Ranch *Sheridan County, Nebraska*

Brokers Comments

Located 11 miles south of Rushville in Sheridan County, Nebraska sits the scenic DePoorter Ranch. Situated along the Niobrara River and Pine Creek, this ranch is comprised of 583.3 acres +/- . With approximately a ½ mile +/- of frontage on the Niobrara River and over ¾ of a mile of Pine Creek as it flows into the river, very few ranches of this size have the



amount of live water frontage that this ranch has. The abundant live water provides livestock and wildlife an excellent watering source with two additional water sources available, a windmill and a submersible pump. There is a 1957 water right on Pine Creek to irrigate 29.5 acres, but the head gate needs replaced. For those who enjoy hunting, the river and creek bottoms

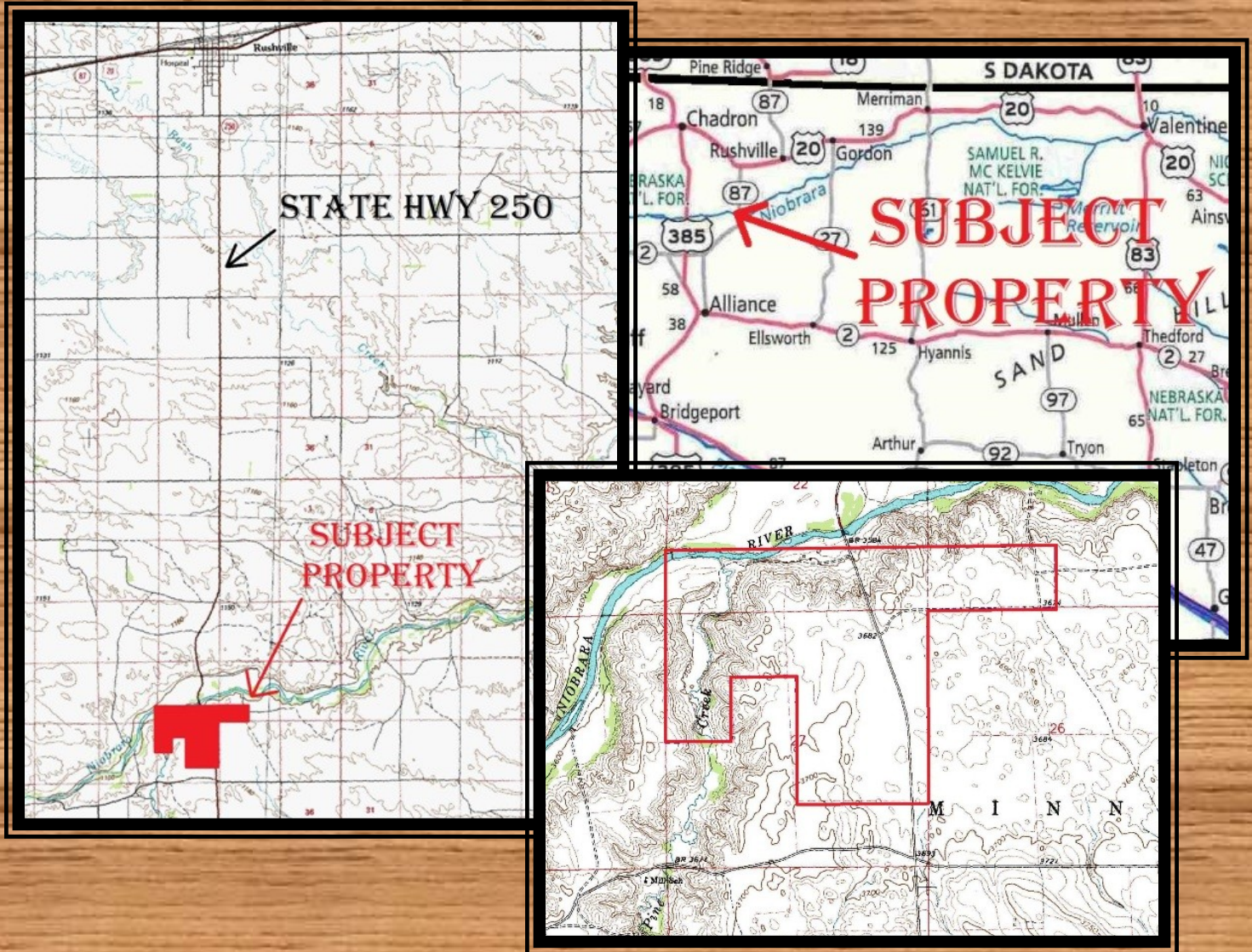


are a natural draw for wildlife including Whitetail deer, Mule deer and turkeys. Improvements on the ranch include an older, unlivable home and numerous older outbuildings. Highway 250 runs through the eastern part of the ranch and provides good paved road access. To arrange a time to view the DePoorter Ranch call James Land Company today.



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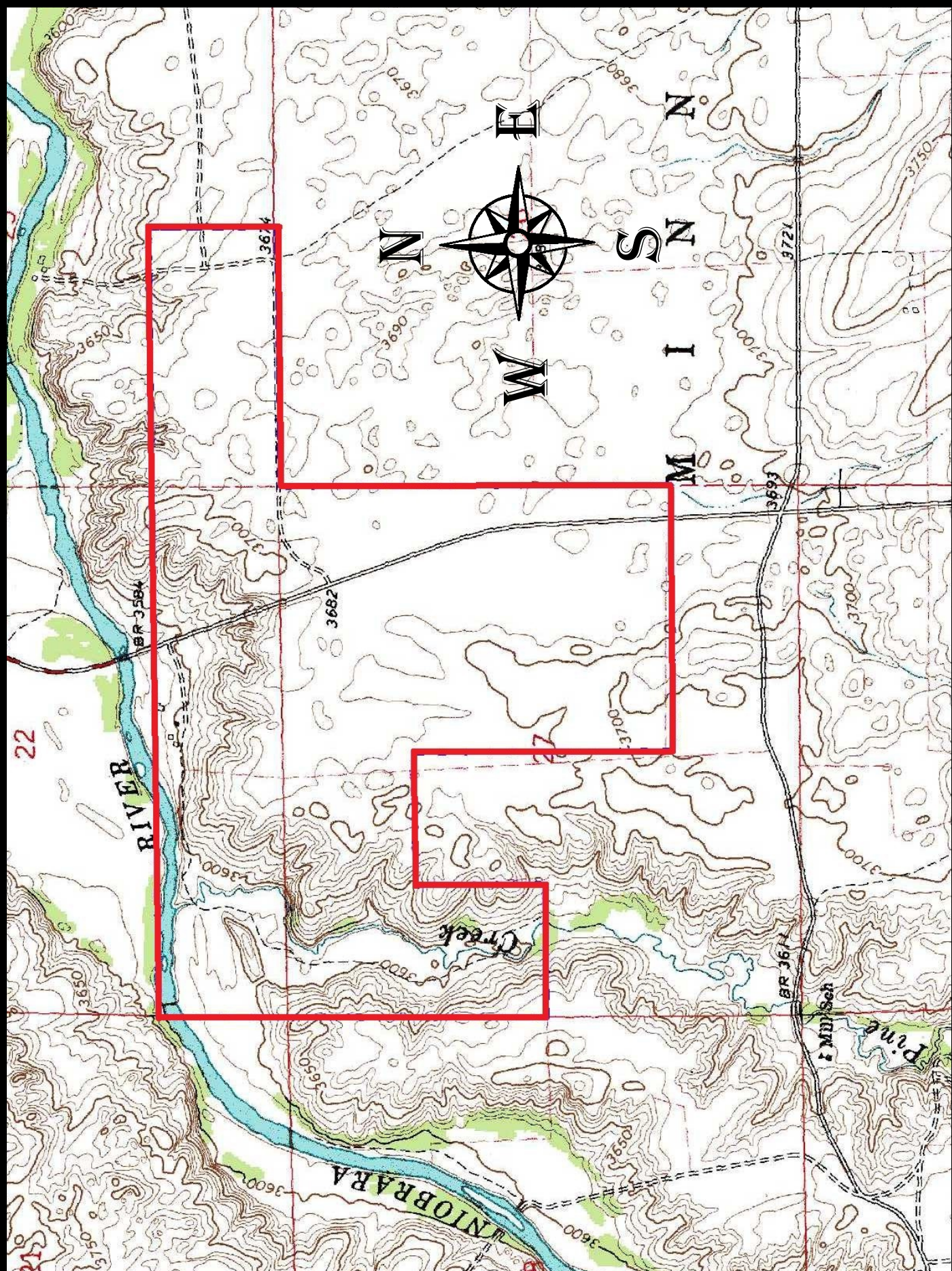
The DePoorter Ranch Sheridan County, Nebraska



Note: The Seller is making known to all potential purchasers that there may be variations between the deeded property lines and the location of the existing fence boundary lines on the subject property. Seller makes no warranties with regard to location of fence lines in relationship to the deeded property lines, nor does the seller make any warranties or representations with regard to specific acreage within the fenced property lines. Seller is selling the property in an "as is" condition which includes the location of the fences as they exist.

Boundaries shown on accompanying maps are approximate based on the legal description and may not indicate a survey. Maps are not to scale and are visual aids only. Their accuracy is not guaranteed.

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Contact Information

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**Licensed in Wyoming & Nebraska*

Note: This Information and any other information presented by James Land Company has been obtained from sources deemed to be reliable, but is not guaranteed to be warranted by the sellers or by James Land Company. Prospective buyers are responsible for conducting their own investigation of the property and for analysis of productions.

Agency Disclosure: James Land Company and its sales staff are agents of the sellers in the sale of this property. It is also James Land Company's policy to have all potential buyers read and understand an Agency Disclosure form before viewing this or any other property.

****Buyer, please read the following form prior to engaging in discussion or written agreement on the enclosed property. Know that James Land Company is an agent for the seller.**

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Limited Dual Agency

A limited dual agency is an agent who, *with the written, informed consent* of all parties to a contemplated real estate transaction, represents both the seller and the buyer. Both parties are clients of the licensee.

A limited dual agent has the same duties and obligations of a limited agent to a seller *and* the same duties and responsibilities of a limited agent to a buyer except as set out below.

A limited dual agent may disclose any information to one client that is gained from the other, if the information is relevant to the transaction or the client, except that a limited dual agent *cannot* disclose the following without the informed written consent of the client to whom the information pertains:

1. the buyer is willing to pay more than the purchase price offered;
2. the seller is willing to accept less than the asking price;
3. the motivating factors for any client; or
4. a client will agree to financing terms other than those offered.

The limited dual agent cannot disclose to one client any confidential information about the other unless required by statute or rule, or if failure to disclose would constitute fraudulent misrepresentation.

Common Law Agency

The duties and obligations of an agent under a common law agency agreement exceed the duties and obligations of a limited agent as described in this pamphlet and in Nebraska Statutes, Neb. Rev. Stat. §76-2401 through 76-2430. For example, a licensee who is authorized by the principal to bind the principal to terms or conditions in a real estate transaction would be a common law agent. A buyer or seller and the real estate broker must enter into this type of agency through a written agreement which specifies the agent's duties and responsibilities, including the duty of confidentiality and the terms of compensation. An agreement such as this will be subject to the common law requirements of agency applicable to real estate licensees.

Acknowledgement of Disclosure

Agent Copy - Retain in Records

Curtis E. James

(Printed Name of Licensee)

James Land Company

(Name of Company)

Nebraska statutes require that all licensees, whether brokers or salespersons, inform any and all prospective clients or customers about agency relationships in real estate transactions.

1. The licensee has informed me/us that the licensee will be acting as a:
 Limited Buyer's Agent
☒ Limited Seller's Agent (a written agreement is necessary)
 Limited Dual Agent (a written consent is necessary)
 Common Law Agent of the _____
(specify seller or buyer, and a written agreement is necessary)

AND

2. The licensee has informed me/us that the licensee will be providing brokerage services to me/us as a:
 Client, representing me/us
☒ Customer, not representing me/us

THIS IS NOT A CONTRACT

By signing below, I acknowledge that I have received the information contained in the pamphlet Brokerage Relationships in Real Estate Transactions and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

(Client or Customer Signature) (Date)

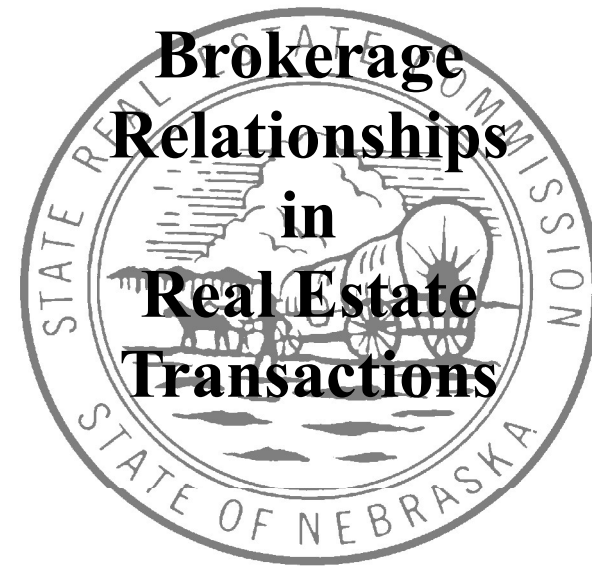
(Print Client or Customer Name)

(Client or Customer Signature) (Date)

(Print Client or Customer Name)

Nebraska Real Estate Commission

Disclosure of Brokerage Relationships in Real Estate Transactions



It is your right to know if the licensee involved is representing your interest in the transaction.

The information contained in this disclosure is required by Nebraska law.

Authorized for use July 20, 2002
Required January 1, 2003

General Information

Nebraska licensed real estate brokers and their associate brokers and salespersons are required by law to disclose the type of brokerage relationship they have with the buyers, tenants, sellers, or landlords to whom they are providing services in a real estate transaction. The buyers, tenants, sellers, or landlords may be either clients or customers of a licensee. A client of a licensee is a person or entity who has a brokerage relationship with that licensee. A customer of a licensee involved in a real estate transaction is a person or entity who does not have a brokerage relationship with that licensee, and who is not represented by any other licensee.

There are several types of brokerage relationships that are possible, and you, whether a client or a customer, should understand them at the time a licensee begins to provide brokerage services to you in a real estate transaction. They are: 1) Buyer Limited Agency; 2) Tenant Limited Agency; 3) Seller Limited Agency; 4) Landlord Limited Agency; 5) Dual Limited Agency; and 6) Common Law Agency.

The licensee who is offering brokerage services to you, or who is providing brokerage services for a particular property, must make certain disclosures regarding his/her brokerage relationship in the transaction. These disclosures must be made at the earliest practicable opportunity during or following the first substantial contact with a buyer, tenant, seller, or landlord who does not have a written agreement for brokerage services with another licensee.

All real estate licensees providing brokerage services are buyer's or tenant's limited agents (NO WRITTEN AGREEMENT IS NECESSARY) unless:

1. the licensee has entered into a written agreement with a seller (a listing agreement) or a landlord (a management or leasing agreement) to represent the seller or landlord as their limited agent;
2. the licensee is providing brokerage services as a subagent of another broker who has an agency relationship with a client;
3. the licensee is providing brokerage services under a written consent to dual agency ; or
4. the licensee is operating under a written common law agency agreement with a client.

At the end of each of the four sections in this brochure, brokers were given space to include information specifying those brokerage relationships their firms offer, and identifying the services they can provide within each relationship. Broker supplements to this brochure are distinguished by print type, and are in addition to the language prepared and approved by the Nebraska Real Estate Commission.

Buyer Agency

A buyer's limited agent is an agent who represents a buyer. A real estate licensee is a buyer's limited agent unless one of the written agreements or consents described in this brochure is in place. A buyer's agency may also be created by written agreement between you and a real estate broker. A buyer's limited agent, in addition to performing under the terms of any written agreement made with the buyer, exercises reasonable skill and care for the buyer and promotes the interests of the buyer with the utmost good faith, loyalty, and fidelity. A buyer's limited agent seeks a price and terms which are acceptable to the buyer; presents all written offers to and from the buyer in a timely manner; discloses, in writing, to the buyer all adverse material facts actually known by the limited agent; and advises the buyer to obtain expert advice on known matters beyond the limited agent's expertise. A buyer's limited agent must account for all money and property received, and must comply with all applicable federal, state, and local statutes, rules, and ordinances.

A buyer's limited agent shall not disclose any confidential information about the buyer unless required by statute or rule, or if failure to disclose would constitute fraudulent misrepresentation.

A buyer's limited agent may retain and compensate other brokers as subagents only with the written agreement of the buyer. (Subagents have the same duties and obligations as the buyer's limited agents.)

A buyer's limited agent may show the same property to competing buyers, and assist competing buyers in attempting to purchase said property, without breaching any duty or obligation to their client.

A buyer's limited agent owes no duty or obligation to a customer (seller) except to disclose, in writing, all adverse material facts actually known by the licensee. Adverse material facts may include adverse material facts concerning the buyer's financial ability to perform the terms of the transaction.

A buyer's limited agent must also act honestly and fairly in their dealings with a seller.

A buyer's limited agent owes no duty to conduct an independent investigation of the buyer's financial condition for the benefit of the seller, or to independently verify the accuracy or completeness of statements made by the buyer or any independent inspector.

A buyer's limited agent must, if the seller is not represented by another licensee, provide a list of tasks that the buyer's limited agent may perform for the seller (customer).

Seller Agency

A seller's limited agent is an agent who has entered into a written agreement to represent a seller. A seller's limited agent performs under the terms of the written agreement; exercises reasonable skill and care for the seller; and promotes the interests of the seller with the utmost good faith, loyalty, and fidelity. A seller's limited agent seeks a price and terms which are acceptable to the seller; presents all written offers to and from the seller in a timely manner; discloses, in writing, to the seller all adverse material facts actually known by the limited agent; and advises the seller to obtain any necessary expert advice on known matters beyond the limited agent's expertise. A seller's limited agent must account for all money and property received, and must comply with all applicable federal, state, and local statutes, rules, and ordinances.

A seller's limited agent shall not disclose any confidential information about the seller unless required to do so by statute or rule, or if failure to disclose would constitute fraudulent misrepresentation.

A seller's limited agent may retain and compensate other brokers as subagents only with the written agreement of the seller. (Subagents have the same duties and obligations as the seller's limited agent.)

A seller's limited agent may show and list alternative or competing properties without breaching any duty or obligation to the seller.

A seller's limited agent owes no duty or obligation to a customer (buyer) except to disclose, in writing, all adverse material facts actually known by the seller's limited agent. An adverse material fact may include:

1. environmental hazards affecting the property required by law to be disclosed;
2. physical condition of the property;
3. material defects in the property;
4. material defects in the title to the property; and
5. material limitations on the seller's ability to perform under a contract.

A seller's limited agent must also act honestly and fairly in his or her dealings with a buyer.

A seller's limited agent owes no duty to conduct an independent inspection of the property for the benefit of the buyer, or to independently verify the accuracy or completeness of any statement made by the seller or an independent inspector.

A seller's limited agent must, if the buyer is not represented by another licensee, provide a list of tasks that the seller's limited agent may perform for the buyer (customer).