

SEALED BID SALE KAW RIVER BOTTOM LAND

162.14 +/- ACRES
DOUGLAS COUNTY KS

DEADLINE APRIL 9TH
BY 5 pm

CONTACT AGENT FOR DETAILS

SW CORNER OF 1600 & 2400
ROAD NORTH OF
EUDORA KANSAS



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KW PARTNERS
KELLERWILLIAMS_{INC.}



Highlights

- **157.98 tillable acres**
- **100% Class II soils**
- **97.4% tillable**
- **Custom farmed for 2019**
- **Electricity Available**

For additional information please contact:

Bill Gaughan
913-837-4665

Bill@RuralKC.com

Keller Williams Realty Partners
RuralKC.com



Property Location: From Olathe west on hwy 10 to Evening Star road then north to 95th street then west to Evening Star terr. then north to 91st street then west on 91st until it becomes 92nd street and meets 2400/county line road which is the SE corner of the property

Legal Description: NE ¼ of STR 34-12S-21E to be further defined by title report

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162.14 +/- Acres of Cropland in Douglas county Kansas

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- **Preliminary Title Commitment**
- **Bid Form**



Property Information

Property Description: This is 162.143 acres of land of which 157.98 are tillable, located in the Kansas river bottom ground just northeast of Eudora Kansas. The land is 100% Class II soils consisting of 155.97 acres of Eudora-Bismarckgrove fine sandy loam and 2.01 acres of Eudora Silt loam. The property is located in the Kansas River floodplain but floods infrequently. For the last several years the property has been planted 50% to corn and 50% to Soybeans and rotated each year. Neighboring tracts of land are using electric center pivot irrigation and that may be a possibility on this property as the water rights pass with the land. While located in Douglas county the road on the east side of the property is the Johnson county line. The property is split into 2 tracts by railroad tracks. For the 2019 crop season the land is subject to a custom farm lease. An old oil and gas lease is being cancelled via an affidavit of non production. The buyer would reimburse the seller at closing for input costs and would receive 70% of the 2019 crop, and the farm operator would receive 30%

Legal Description: 162.143A 34-12S-21E NE 1/4,LESS RR;ALSO THAT PART OF NW 1/4 SE1/4 N OF AT&SF RR,LESS 1A FOR RR,LESS 2.3A LYING S & W OF PUB RD & N OF R/W AT&SF RR IN NW1/4 NW 1/4 SE 1/4 AFFD BK 347/639 WB To be further defined by title report.

Taxes: 2018 \$3,857.50

Possession: Upon Closing subject to custom farming contract for 2019 crop season

Zoning: AG

Schools: Eudora

FSA Information	Crop	Base Acreage	PLC Yield
	Corn	74.87	96
	Soybeans	81.23	36

Mineral Rights: Pass unencumbered to the buyer

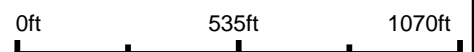
Water Rights: Pass unencumbered to the buyer

Wind Rights: Pass unencumbered to the buyer.

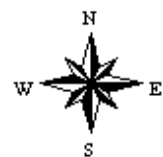
Aerial Map



map center: 38° 58' 3.85, -95° 3' 39.49



34-12S-21E
Douglas County
Kansas

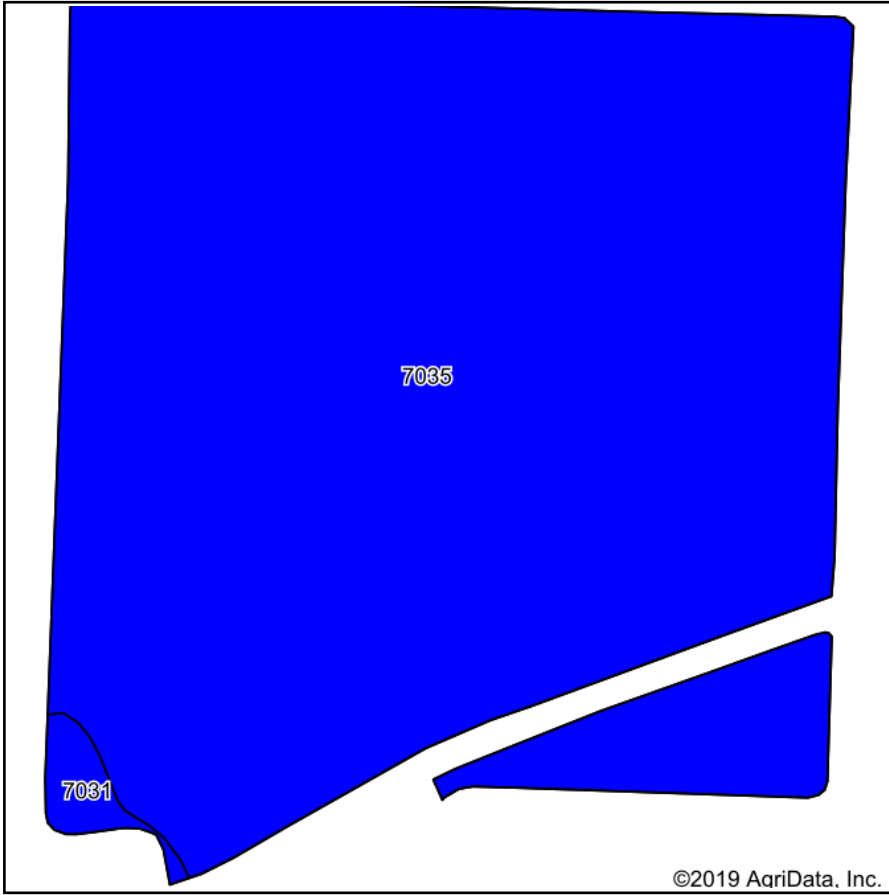


Maps Provided By:

CUSTOMIZED ONLINE MAPPING
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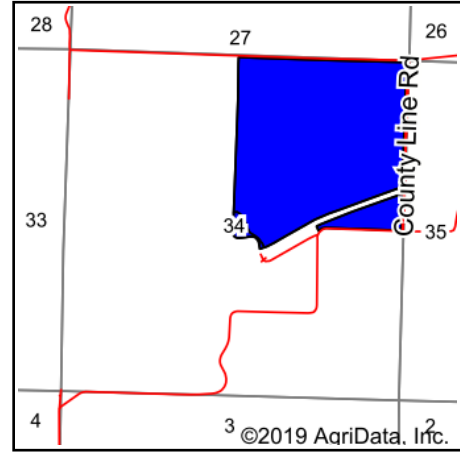
2/28/2019

Soils Map



Soils data provided by USDA and NRCS.

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State: **Kansas**
 County: **Douglas**
 Location: **34-12S-21E**
 Township: **Eudora**
 Acres: **157.98**
 Date: **2/28/2019**



Maps Provided By:



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Area Symbol: KS045, Soil Area Version: 15

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Restrictive Layer	Non-Irr Class *c	Cor n	Corn Irrigated	Soybeans	Soybeans Irrigated	*n NCCPI Corn	*n NCCPI Soybeans
7035	Eudora-Bismarckgrove fine sandy loams, overwash, occasionally flooded	155.97	98.7%		> 6.5ft.	llw	88	80	34	29	65	55
7031	Eudora silt loam, occasionally flooded	2.01	1.3%		> 6.5ft.	llw	89	123	38	44	66	58
Weighted Average							88	80.5	34.1	29.2	*n 65	*n 55

*n: The aggregation method is "Weighted Average using major components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

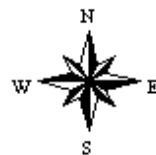
Topography Map



map center: 38° 58' 3.85, -95° 3' 39.49



34-12S-21E
Douglas County
Kansas



Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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2/28/2019

4 Year Crop History

Owner/Operator:

Date:



Address:

Farm Name:

Address:

Field ID:

Phone:

Acct. #:

Crop Year:

Crop Year:



Crop Year:

Crop Year:



Map Center: 38° 58' 3.85, -95° 3' 39.49

State: KS

County: Douglas

Legal: 34-12S-21E

Twnshp: Eudora



Maps Provided By:



Kansas

U.S. Department of Agriculture

FARM: 753

Douglas

Farm Service Agency

Prepared: 3/1/19 8:34 AM

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Crop Year: 2019

Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name	Farm Identifier	Recon Number
GABRIEL FARMS LLP		

Farms Associated with Operator:

104, 269, 296, 738, 1905, 2077, 3574, 4426, 4430, 4433, 4438, 4838, 5064, 5176, 6131, 7192, 7284, 7917

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
157.98	157.98	157.98	0.0	0.0	0.0	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP				
0.0	0.0	157.98	0.0	0.0				

ARC/PLC

ARC-IC NONE	ARC-CO CORN , SOYBN	PLC NONE	PLC-Default NONE	
Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	74.87		96	0.0
SOYBEANS	81.23		36	0.0
Total Base Acres:	156.1			

Tract Number: 13175 Description: SE 10A 34-12-21;

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
9.24	9.24	9.24	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	9.24	0.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	4.38		96	0.0
SOYBEANS	4.75		36	0.0
Total Base Acres:	9.13			

Owners: JUDITH B VOGEL REV TRUST

Other Producers: None

Kansas
Douglas

U.S. Department of Agriculture
Farm Service Agency
Abbreviated 156 Farm Record

FARM: 753
Prepared: 3/1/19 8:34 AM
Crop Year: 2019
Page: 2 of 2

Report ID: FSA-156EZ

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Tract Number: 13176 Description: NE4 34-12-21;

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
148.74	148.74	148.74	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	148.74	0.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	70.49		96	0.0
SOYBEANS	76.48		36	0.0
Total Base Acres:	146.97			

Owners: JUDITH B VOGEL REV TRUST

Other Producers: None



PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
4821 West 6th Street, Suite O
Lawrence, KS 66049
Phone: 785-856-2900
Fax: 785-856-9229

Prepared Exclusively For:
Keller Williams Realty Partners, Inc.
6850 College Blvd
Overland Park, KS 66211
Phone: 913-906-5400
Fax: 913-906-5433

Contact: **Nancy Rhodes**
Email: **nrhodes@security1st.com**

Contact: **Williams J. Gaughan**
Email: **ruralkc@gmail.com**

Report No: **2297301**

Report Effective Date: **February 27, 2019, at 7:30 a.m.**

Property Address: **Vacant Land, Eudora, KS 66025**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **Keller Williams Realty Partners, Inc.**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

Judith B. Vogel Trust

2. The Land referred to in this Report is described as follows:

The Northeast Quarter of Section 34, AND that part of the Northwest Quarter of the Southeast Quarter of Section 34 lying North of the right of way of the Atchison, Topeka and Santa Fe Railway Company, together with that portion of vacated N 1550 Road accruing thereto,

LESS THAT PART of said Southeast Quarter deeded to School District No. 86 by Deed recorded in Book 71, Page 473, described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section 34, thence East 14 rods and 5 feet (236 feet), thence South 11 and 2/11 rods (184.5 feet), thence West 14 rods and 5 feet, thence North 11 and 2/11 rods to the point of beginning; and LESS THAT tract lying South and West of the public road and North of the right of way of the Atchison, Topeka and Santa Fe Railway Company in the Northwest Quarter of said Southeast Quarter of Section 34; AND LESS ALL land taken for Railroad purposes and/or described in instruments recorded in Book 24, Page 395; in Book 31, Page 296; and in Book 51, Page 572;

All being in Section 34, Township 12 South, Range 21 East of the 6th Principal Meridian, in Douglas County, Kansas.



Security 1st Title

Any questions regarding this report should be directed to: **Nancy Rhodes**
Phone: **785-856-2900**, Email: **nrhodes@security1st.com**

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
 2. Pay the agreed amount for the estate or interest to be insured.
 3. Pay the premiums, fees, and charges for the Policy to the Company.
 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 5. **File a release of the Mortgage dated July 6, 2012, recorded July 11, 2012, as Book 1089, Page 1696, made by Judith B. Vogel, Trustee of the Judith B. Vogel Trust dated October 20, 1992; and Judith B. Vogel and Arthur P. Vogel, wife and husband, to Frontier Farm Credit, FLCA, in the amount of \$300,000.00.**
 6. **Furnish for our approval a Certification of Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees of the Judith B. Vogel Trust. We reserve the right to make any additional requirements we deem necessary.**
 7. **File a Trustee's Deed from the current acting trustees of the Judith B. Vogel Trust to TBD.**

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

8. **Provide this Company with a properly completed and executed Owner's Affidavit.**



Security 1st Title

Any questions regarding this report should be directed to: **Nancy Rhodes**
Phone: **785-856-2900**, Email: **nrhodes@security1st.com**

9. **The application for title insurance does not give the name of the prospective purchaser. We reserve the right to make any additional requirements we deem necessary when such name is ascertained.**

10. **Recording Fees and Information for Kansas Counties:**

Deed: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met



Security 1st Title

Any questions regarding this report should be directed to: **Nancy Rhodes**
Phone: **785-856-2900**, Email: nrhodes@security1st.com

2. Rights or claims of parties in possession not shown by the Public Records
3. Easements, or claims of easements, not shown by the Public Records
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
7. The lien of the General Taxes for the year **2019**, and thereafter.
8. **General taxes and special assessments for the fiscal year 2018 in the original amount of \$3,857.70.**
 - First Installment: \$1,928.85, PAID**
 - Second Installment: \$1,928.85, due and payable on or before May 10, 2019**
 - Property I.D. # 200188A**
 - [PIN #023-088-34-0-00-001.00-0](#)**
 - NOTE: Real Estate Taxes for 2018 were assessed on vacant land without improvements.**
9. **Subject to existing road, street or highway rights of way.**
10. **Any inaccuracy in the area, square footage, or acreage of land described in Schedule A. The Company does not insure the area, square footage, or acreage of the land.**
11. **Easement granted to Kansas Electric Power Company, as set forth in the instrument filed as [Book 159, Page 593](#).**
12. **Terms and provisions of the oil and gas lease executed between Anesthesia Associates of Kansas City, a Missouri Corporation, lessor, and Strata Tech Drilling Company, lessee, for a primary term of three (3) years, filed July 21, 1983, recorded in/on [Book 364, Page 839](#), together with all subsequent assignments and conveyances.**



Security 1st Title

Any questions regarding this report should be directed to: **Nancy Rhodes**
Phone: **785-856-2900**, Email: nrhodes@security1st.com

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued.

13. The terms and provisions contained in the document entitled "Memorandum of Easement, Catellus Fiber Optics Parcel No. 48, County of Douglas, State of Kansas" filed as [Book 995, Page 1080](#).
14. Rights of way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across subject property.
15. Rights of parties in possession under unrecorded leases.
16. The application for title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for possible judgments. If the purchaser is to be an entity other than a natural person or persons, certain additional requirements may be necessary.
17. **FOR INFORMATION ONLY - 24 MONTH CHAIN OF TITLE:**

Deed Type: Warranty Deed
Grantor(s): Sod Busters Partnership, a Kansas general partnership
Grantee(s): Judith B. Vogel Trust
Recorded Date: December 4, 1997
Recorded As: [Book 594, Page 1448](#)

Dated: **February 27, 2019**, at 7:30 a.m.

SECURITY 1ST TITLE

By: 

LICENSED ABSTRACTER

Bid Form 162.143+- Acres in Douglas County, Kansas

Parcel Legal Description: 162.143A 34-12-21 NE 1/4,LESS RR;ALSO THAT PART OF NW 1/4 SE1/4 N OF AT&SF RR,LESS 1A FOR RR,LESS 2.3A LYING S & W OF PUB RD & N OF R/W AT&SF RR IN NW1/4 NW 1/4 SE 1/4 AFFD BK 347/639 WB. To be further defined by title report.

I hereby offer \$ _____ for the above referenced land.
Bid is total price NOT per acre. I agree to abide by all the bid terms listed below.

Agreed to Bid Terms

I agree to the following terms of the sale. This is a cash offer. This bid is not contingent on any financing nor do I need to sell another property to complete this sale. If I am the successful bidder, I agree to sign a purchase agreement and provide a 10% non-refundable earnest money check made out to Security First Title within 3 days of being awarded the bid. I will pay the balance due in full within 30 days of signing the contract. I understand the Seller will provide a warranty deed but that all other closing costs will be split 50/50 between the Seller and I. I understand that Taxes will be prorated from January 1, 2019 to date of closing. I understand that the taxes are estimated. I understand that I will take possession at closing. I understand that I will reimburse seller for all crop inputs at closing but will receive 70% of the 2019 crop, with the balance going to the custom farm operator. I understand that Seller reserves the right to reject any and all bids or modify bidding requirements. I understand Keller Williams Realty Partners is the agent for the seller.

Print Name _____

Signature _____

Address _____

City _____ State _____ Zip _____

Phone Number _____ Cell Number _____

Email _____

Bid Comments: _____

Return bids no later than 5:00 PM on Tuesday, April 9th 2019 to:

Bill Gaughan
4575 W. 261st St.
Louisburg, KS 66053

P (913) 837-4665
F (866) 342-7041
Bill@RuralKC.com