# SEALED BID SALE 101 +/- ACRES JEWELL COUNTY KS

90th Road 1.5 miles south of 36 highway East side of road Mankato, Kansas

DEADLINE DECEMBER 14, 2021 BY 5 pm

**CONTACT AGENT FOR DETAILS** 



# **Highlights**

- 94.7 est. tillable acres
- 55.8% Class II soils
- Certified Organic Farm
- Free for 2022 crop season
- Current tenant willing to stay

For additional information contact:

**Bill Gaughan** 

Bill@RuralKC.com

913-837-0760

Property Location: From Mankato Kansas go west 9 miles on 36 highway to 90<sup>th</sup> road, then south 1.5 miles to property on east side of road. NW corner begins at Zion cemetery.

Legal Description: Lots Five (5) and Twelve (12), in Section Thirty (30), Township Three (3), Range Nine (9) West of the 6<sup>th</sup> P.M. in Jewell Co. Kansas

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# 101 +/- Acres of land in Jewell county Kansas

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- Bid Form



Bill Gaughan 913-837-0760 Bill@RuralKC.com

# **Property Information**

**Property Description:** This is 101 acres m/l of land in Jewell County Kansas. This land is estimated to be 94%+ tillable cropland, with 54.9% being Class II Harney Silt loam, 41.6% being Class IV Holdrege and Geary Silty Clay Loam, and 3.5% Holdredge silty clay loam. The property is a certified organic farm. New owner may choose to continue farming organically or not, as they desire. The property comes with all mineral, wind, and water rights being conveyed to the buyer. Property is available for the 2022 crop season. Current tenant is willing to continue to lease the farm if new owner desires, at terms acceptable to both parties. Closing on the property will occur within 30 days after the signing of contracts with immediate possession.

**Legal Description**: Lots Five (5) and Twelve (12), in Section Thirty (30), Township Three (3), Range Nine (9) West of the 6<sup>th</sup> P.M. in Jewell Co. Kansas

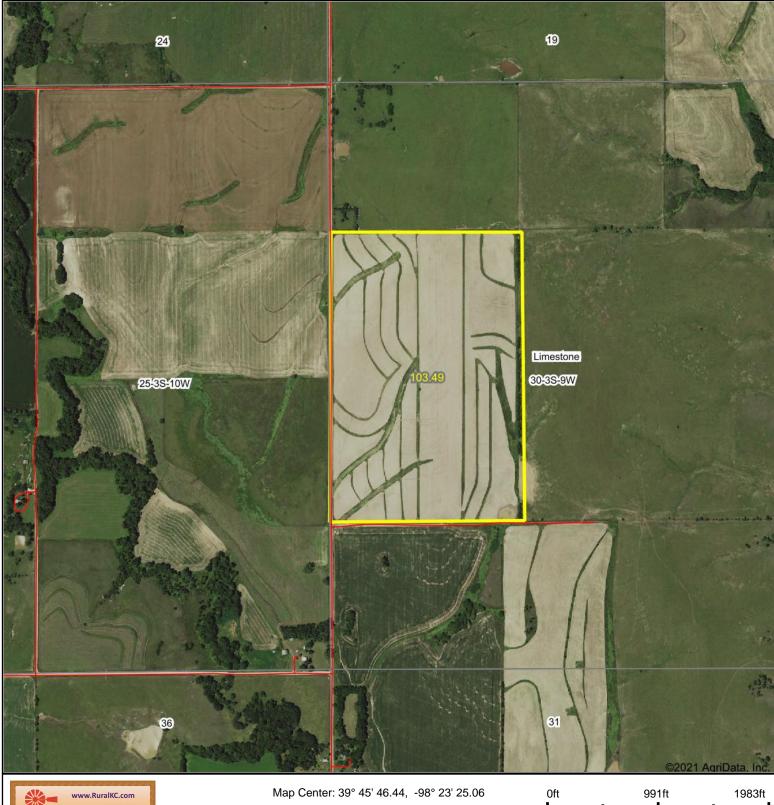
**Taxes**: 2021 \$2,159.78

Possession: At closing

Zoning: Ag

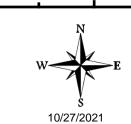
Mineral, Water and Wind Rights: Pass unencumbered to the buyer

# **Aerial Map**

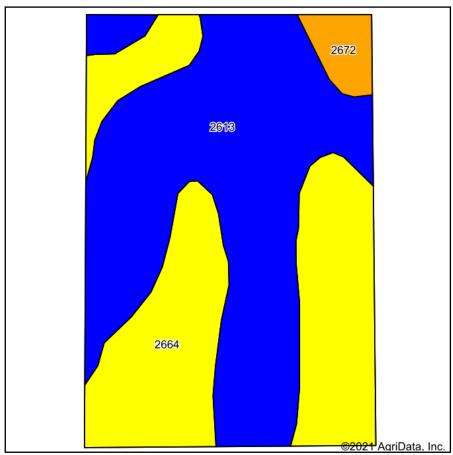


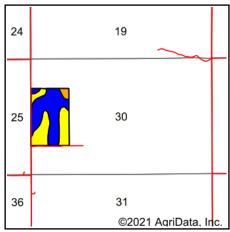


30-3S-9W Jewell County Kansas



## **Soils Map**





State: Kansas
County: Jewell
Location: 30-3S-9W
Township: Limestone
Acres: 103.49
Date: 10/27/2021





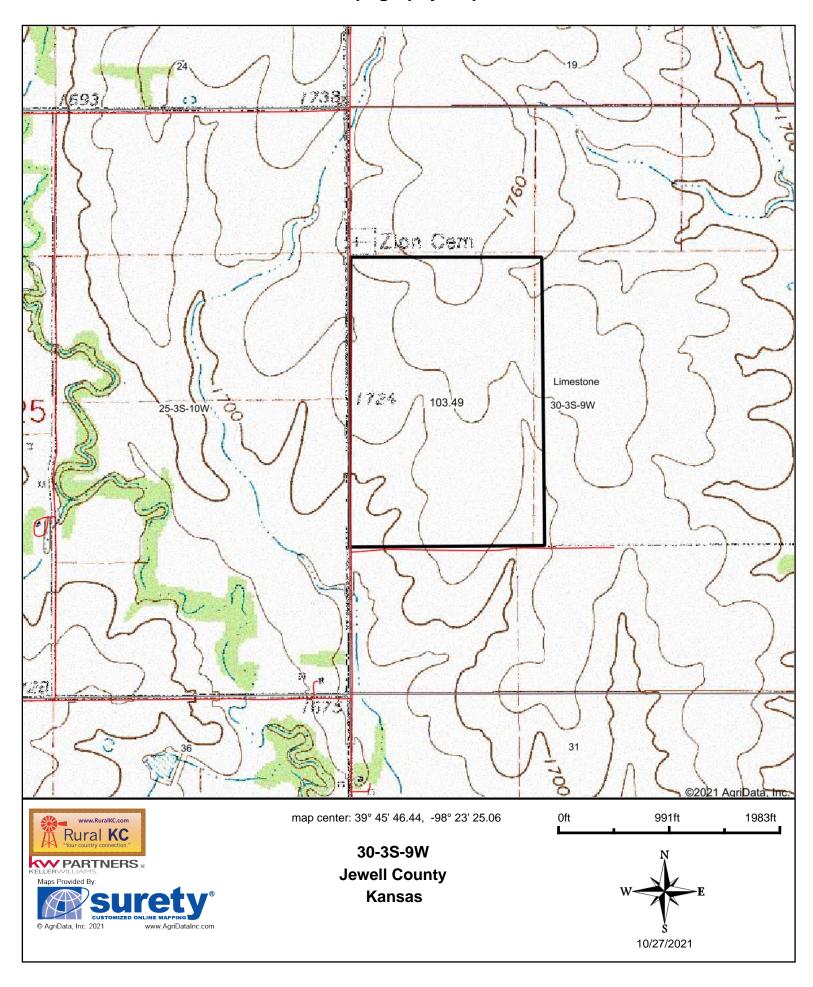


Soils data provided by USDA and NRCS.

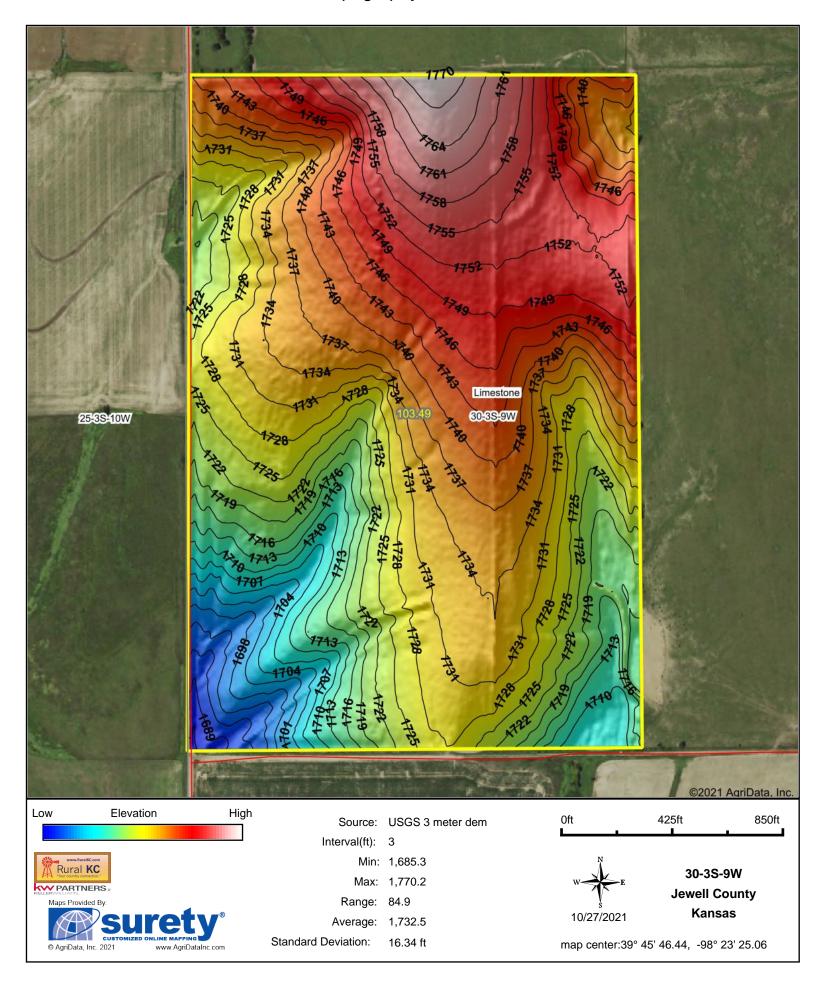
Area S	Area Symbol: KS089, Soil Area Version: 19								
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Restrictive Layer	Non-Irr Class *c	Irr Class *c	*n NCCPI Corn	*n NCCPI Soybeans
2613	Harney silt loam, 1 to 3 percent slopes	56.84	54.9%		> 6.5ft.	lle	lle	52	6
2664	Holdrege and Geary silty clay loams, 6 to 11 percent slopes, eroded	43.01	41.6%		> 6.5ft.	IVe	IVe	49	6
2672	Holdrege silty clay loam, 3 to 7 percent slopes, eroded	3.64	3.5%		> 6.5ft.	Ille		49	5
	Weighted Average						2.76	*n 50.6	*n 6

<sup>\*</sup>n: The aggregation method is "Weighted Average using all components" \*c: Using Capabilities Class Dominant Condition Aggregation Method Soils data provided by USDA and NRCS.

# **Topography Map**



### Topography Hillshade



**KANSAS JEWELL** 

**United States Department of Agriculture** Farm Service Agency

Prepared: 10/27/21 10:56 AM

**FARM**: 6013

Crop Year: 2022

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

#### **Abbreviated 156 Farm Record**

**Operator Name** RICK B BOLLER

Farms Associated with Operator: 20-183-1913, 20-089-6013

**CRP Contract Number(s)** None

20-089-2014-48 Recon ID

**Transferred From** None ARCPLC G/I/F Eligibility Eligible

	Farm Land Data								
Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
100.74	100.74	100.74	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	100.74	0.0	00	0.00		0.00	0.00	0.00

Crop Election Choice				
ARC Individual	ARC County	Price Loss Coverage		
None	WHEAT, OATS, SORGH, BARLY	None		

DCP Crop Data							
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP			
Wheat	18.70	0.00	37				
Oats	4.10	0.00	46				
Grain Sorghum	20.30	0.00	62				
Barley	13.30	0.00	43				

**TOTAL** 56.40 0.00

#### **NOTES**

**Tract Number** 9607

Lots 5 & 12 30-3-9 Description FSA Physical Location : KANSAS/JEWELL ANSI Physical Location : KANSAS/JEWELL

BIA Unit Range Number :

**HEL Status** : HEL field on tract. Conservation system being actively applied

**Wetland Status** Tract does not contain a wetland

**WL Violations** None

Owners SUNFLOWER FARMS-A LLC

Other Producers None Recon ID : None

Tract Land Data									
Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane		
100.74	100.74	100.74	0.00	0.00	0.00	0.00	0.00		
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod		
0.00	0.00	100.74	0.00	0.00	0.00	0.00	0.00		

KANSAS JEWELL

Form: FSA-156EZ

United States Department of Agriculture Farm Service Agency

FARM: 6013

Prepared: 10/27/21 10:56 AM

Crop Year: 2022

#### **Abbreviated 156 Farm Record**

#### **DCP Crop Data**

#### Tract 9607 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	18.70	0.00	37
Oats	4.10	0.00	46
Grain Sorghum	20.30	0.00	62
Barley	13.30	0.00	43

TOTAL 56.40 0.00

#### NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <a href="http://www.ascr.usda.gov/complaint-filling\_cust.html">http://www.ascr.usda.gov/complaint\_filling\_cust.html</a> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: <a href="mailto:program\_intake@usda.gov">program\_intake@usda.gov/complaint\_filling\_cust.html</a> and at any USDA of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: <a href="mailto:program\_intake@usda.gov">program\_intake@usda.gov/complaint.filling\_cust.html</a> and at any USDA of the Complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: <a href="mailto:program\_intake@usda.gov">program\_intake@usda.gov/complaint.filling\_cust.html</a>

Preliminary Title Insurance Report	
Schedule A	Gail L Miller Agency, PO Box 344, 208 N Commercial, Mankato, KS 66956 785-378-3128 (phone) 785-378-3543 (fax) miller@nckcn.com

Transaction Identification Data for reference only:

Issuing Agent: Gail L. Miller
Issuing Office's ALTA<sup>®</sup> Registry ID: 1044900
Commitment No.:
Property Address:
Revision No.:

Issuing Office: Gail L. Miller Agency Loan ID No.: Issuing Office File No.:

#### **SCHEDULE A**

1. Date: October 27, 2021, at 7:00 A.M.

- 2. The Title is, at the Commitment Date, vested in: Sunflower Farms-A, LLC
- The Land is described as follows: Lots Five (5) and Twelve (12), in Section Thirty (30), Township Three (3) South, Range Nine (9) West of the 6<sup>th</sup> P.M., Jewell County, Kansas

Schedule BI & BII	Gail L Miller Agency, PO Box 344, 208 N Commercial, Mankato, KS 66956 785-378-3128 (phone) 785-378-3543 (fax) miller@nckcn.com

#### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

- 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.
- Provide executed copy of Agreement/Articles of Organization of Sunflower Farms-A, LLC, a Kansas limited liability company:
- 6. Provide copy of Operating Agreement of Sunflower Farms-A, LLC, a Kansas limited liability company.
- 7. Reserve the right to make any further requirements after review of Agreement/Articles of Organization of Sunflower Farms-A, LLC, a Kansas limited liability company.
- 8. Provide executed Resolution by all members of Sunflower Farms-A, LLC, a Kansas limited liability company, authorizing the sale of the real estate described in Schedule A and authorizing the execution and delivery of all instruments necessary for the closing of this real estate transaction.
- 9. Record a Warranty Deed executed by all members of Sunflower Farms-A, LLC, a Kansas limited liability company, vesting fee simple title to \_\_\_\_\_\_ ( Buyer to be determined by sale of land at auction).
- 10. Payment of the 2021 real estate taxes due and payable November 1, 2021.
- 11. Reserve the right to make further requirements after Buyer is determined at auction.

#### SCHEDULE B, PART II

#### **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 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.
- 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, unless such lien is shown by the Public Records at Date of Policy.
- 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 2022, and thereafter.
- 8. Any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions, or restrictions violate Title 42, Section 3604 (c), of the United States Codes or any State Statute or Local Ordinance are hereby deleted.
- 9. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

# Bid Form 102 Acres m/l in Jewell County, Kansas

Parcel Legal Description: Per enclosed title report described as Lots Five (5) and Twelve (12 in Section Thirty (30), Township Three (3), Range Nine (9) West of the 6 <sup>th</sup> P.M. in Jewell Co. Kansas	2),
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 any financing, nor is this purchase contingent on the need to sell another property to complete this sale. If I am the successful bidder, I agree to sign a purchase agreement a provide a 10% non-refundable earnest money check made out to Darrell E. Miller Trust Acct. 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 the all other closing costs will be split 50/50 between the Seller and I. I understand that the taxes will be prorated from January 1, 2022, to date of closing. I understand that the taxes may be estimated. I understand that I will take possession of the property at closing, 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.	and t 0 nat e
Print Name	
Signature	
Address	
City State Zip	
Phone Number Cell Number	_
Email	
Bid Comments:	

Return bids no later than 5:00 PM on Tuesday , December 14th 2021 to:

Bill Gaughan 4575 W. 261st St. Louisburg, KS 66053 P (913) 837-4665 F (866) 342-7041 Bill@RuralKC.com