

78.42 +/- Acres on W. 82nd Ave | Nickerson, KS 67561

AUCTION: BIDDING OPENS: Tues, August 2nd @ 2:00 PM BIDDING CLOSING: Thurs, August 18th @ 2:40 PM



Table of Contents

PROPERTY DETAIL PAGE

SELLER'S PROPERTY DISCLOSURE

WATER WELL ORDINANCE

SECURITY 1ST TITLE WIRE FRAUD ALERT

FSA REPORTS

FARM LEASE ACKNOWLEDGEMENT & WAIVER

ZONING MAP

FLOOD ZONE MAP

AERIAL MAP

SOIL MAP & REPORT

WATER FEATURES MAP

ACREVALUE MAPS

TERMS AND CONDITIONS

GUIDE TO AUCTION COSTS

The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE



MLS# 614555 Class Land **Property Type** Farm County Reno

Area R15 - Nickerson

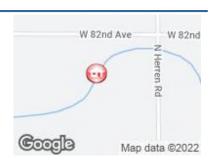
78.42 +/- Acres W 82nd Ave Address

Address 2

City Nickerson State KS 67561 Zip **Status** Active

Contingency Reason

Asking Price \$0 For Sale/Auction/For Rent Auction Associated Document Count 0











7/12/2022











GENERAL

List Agent - Agent Name and Phone LONN MCCURDY - HOME: 316

-683-0612

List Office - Office Name and Phone McCurdy Real Estate & Auction,

LLC - OFF: 316-867-3600

Co-List Agent - Agent Name and Phone

Co-List Office - Office Name and Phone

Showing Phone 1-800-301-2055 **Zoning Usage** Agriculture

Parcel ID 04614-00000001000

Number of Acres 78.42 0.00 **Price Per Acre** Lot Size/SqFt 3415975.2 **School District**

Nickerson School District (USD

309)

Elementary School Nickerson Middle School Reno Valley **High School** Nickerson Subdivision NONE

Legal

List Date

Realtor.com Y/N Yes **Display on Public Websites** Yes **Display Address** Yes **VOW: Allow AVM** Yes VOW: Allow 3rd Party Comm Yes **Sub-Agent Comm** 0

Buyer-Broker Comm 3 **Transact Broker Comm** 3

Variable Comm Non-Variable

Virtual Tour Y/N

DIRECTIONS

Directions (Nickerson) South west corner of W. 82nd Ave & N. Herren Rd.

FEATURES

SHAPE / LOCATION Rectangular **TOPOGRAPHIC**

Leve

PRESENT USAGE

Pasture Tillable **ROAD FRONTAGE**

Dirt

Highway **UTILITIES AVAILABLE**

Electricity

IMPROVEMENTS

None

OUTBUILDINGS

None

MISCELLANEOUS FEATURES

Mineral Rights Included No Crops Included **DOCUMENTS ON FILE**

Leases

Photographs

Sellers Prop. Disclosure **FLOOD INSURANCE**

Required

SALE OPTIONS

None

EXISTING FINANCING

Other/See Remarks

PROPOSED FINANCING

Other/See Remarks

POSSESSION

At Closing

SHOWING INSTRUCTIONS

Call Showing # **LOCKBOX** None

AGENT TYPE

Sellers Agent **OWNERSHIP** Individual

TYPE OF LISTING Excl Right w/o Reserve

BUILDER OPTIONS

Open Builder

FINANCIAL

Assumable Y/N No **General Taxes** \$364.78 **General Tax Year** 2022 **Yearly Specials** \$0.00 **Total Specials** \$0.00 HOA Y/N No

Yearly HOA Dues HOA Initiation Fee

Earnest \$ Deposited With Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, August 2nd, 2022 at 2:00 PM (cst) | BIDDING CLOSING: Thursday, August 18th0, 2022 at 2:40 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! NO MINIMUM, NO RESERVE!!! 78.42 +/- acres in Reno County! Easy access to K-96 Bull Creek runs through the property Lots of trees Potential homesite wheat/Milo Pasture Recreactional There is a cash lease with the tenant farmer that expires on 12/31/2022. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, August 2nd, 2022 at 2:00 PM (cst) | BIDDING CLOSING: Thursday, August 18th0, 2022 at 2:40 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. Definition of 'selling by the acre': A method of sale often used for agricultural or undeveloped acreage in which bids are made based on a per acre price. By way of example, if a 160 acre parcel was offered "by the acre" the high bid may be \$5,000 an acre. That amount would then be multiplied times the total acreage to arrive at a total sales price if \$800,000. For the purposes of calculating the total sales price, the acreage will be rounded to the nearest whole acre. For example, a parcel with 158.7 acres would be offered as 159 acres Seller is a licensed real estate salesperson or broker in the state of Kansas. Crops will remain with the seller. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$10,000.

AUCTION

Auction Date 8/2/2022

Auction Offering Real Estate Only

1 - Open for Preview

Broker Reg Deadline 8/17/2022 by 5:00 PM

Buyer Premium Y/N

Auction Location www.mccurdy.com **Auction Start Time** 2:00 PM

1 - Open End Time

Broker Registration Req Yes

TERMS OF SALE

Terms of Sale See Associated Documents.

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





























DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2022 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

1

3

SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Date of Purchase:

Property Address: 78.42 +/- Acres On W. 82nd Ave - Nickerson, KS 67561

Property currently zoned as: _____

4 5 6 7 8	the d and some	late 1 shou ethin	that ld no g im	it is s ot be port	signe e acc ant a	This statement is a disclosure of the condition of the above described Property known by the SELLER on d. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction, epted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know bout the Property that is not addressed on the Seller's Property Disclosure, add that information to the ers may rely on the information you provide.					
9 10 11	supp	ortin	g do	cum	enta	ete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available tion. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a nent lines to explain.					
12 13 14 15	Mess (impo	By signing below, you acknowledge that the failure to disclose known material information about the Property may result in liability. Message to the Buyer: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is important that you take an active role in obtaining the information about the Property.									
16 17 18	incor	nplet	te or	inad	lequa	w this form and any attachments carefully. (2) Verify all important information. (3) Ask about any ite responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtains of the Property. (6) Investigate the surrounding area.					
19	THE F	OLLO	WIN	G AR	E REP	RESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).					
		Does Not Transfer		king	WO	PART I					
	None	Does Not	Working	Not Working	Don't Know	Indicate the condition of the following items by marking the appropriate box. Check only one box for each item.					
20	—					WATER SYSTEMS					
21 22 23 24 25	Z Z Z Z					Well/PumpIrrigationIrrigation LocationDepthType					
26 27 28 29 30 31 32						If on well water, has water ever shown test results of contamination?					
33						DRAINAGE/SEWAGE SYSTEMS					
34 35 36 37 38 39 40 41 42	N N N N N N N N N N N N N N N N N N N					Sewer Lines Septic/Laterals Lagoon Tank Size Location # Feet of Laterals Other Other Comments:					
					,	Seller's InitialsBuyer's Initials					

	None	Does Not Transfer	Working	Not Working	Don't Know	PART II Answer questions to the best of your (Seller's) knowledge.
42	*\171		_			GAS/ELECTRIC
43 44 45)ZI		L		П	Is there a propane tank on the property? If yes, is it □ owned □ leased? Company:
46 47	又					Are there solar panels on the property? If yes, are they □ owned □ rented/leased?
48 49 50	P					Company:Are there wind turbines on the property? If yes, are they owned rented/leased?
51 52	×					Company: Is there hydroelectric on the property?
53 54 55 56 57 58 59		ON PAIN	□ □ □ Don't Know	ls T	s elect o you If yes	connected to property? If not, distance to nearest source? pricity connected to property? If not, distance to nearest source? r knowledge, is there any additional costs to hook up utilities? please explain: ents:
60		/и		1.		DRAINAGE/SEWAGE SYSTEMS
60 61		D				erty connected to a public sewer system? , no explanation required.
62		9				e a septic tank/lagoon system serving this property?
63	_	_				, when was it last serviced? Date
64				T	o you	r knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
65 66		X		le le	o you	r knowledge, is the property located in a federally designated flood plain or wetlands area?
67						roperty located in a subdivision with a master drainage plan? is this property in compliance?
68			Ø			e property ever had a drainage problem during your ownership?
69						currently pay flood insurance?
70 71 72		爻				drainage/sewage systems and their conditions:ents:
						BOUNDARIES/LAND
73		•				ou had a survey of your property?
74		鱼				boundaries of your property marked in any way?
75 76		⊠ □				any fencing on the boundary(ies) of the property?
70 77						loes the fencing belong to the property?
78			П	Δι	re the	knowledge, are there any boundary disputes, encroachments, or unrecorded easements? re any features of the property shared in common with adjoining landowners, such as walls, fences,
79	_	7	_		roads	, driveways?
80						roperty owner responsible for maintenance of any such shared feature?
81 82 83			S t	D	o you probl	know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability ems that have occurred on the property or in the immediate neighborhood? ents:
84				-		Seller's Initials Buyer's Initials
	RELEAS	E DA	TE 4/	2022		

Form# 1005 TRANSACTIONS
TransactionDesk Edition

	Yes	No	Don't Know	
85				HOMEOWNER'S ASSOCIATION
86		B		Is the property subject to rules or regulations of any homeowner's association?
87 88				Annual dues \$ Initiation Fee \$ To your knowledge, are there any problems relating to any common area?
89		1		Have you been notified of any condition which may result in an increase in assessments?
90	_			Comments:
91				
92				ENVIRONMENTAL CONDITIONS
93				To your knowledge, are any of the following substances, materials, or products present on the real property?
94		ŒŢ		Asbestos
95		Þ		Contaminated soil or water (including drinking water)
96		1 20		Landfill or buried materials
97		9 c		Methane gas
98	Ü	*		Oil sheers in wet areas
99 100		Z		Radioactive material
101	'n	<u>14</u>		Toxic material disposal (e.g., solvents, chemicals, etc.) Underground fuel or chemical storage tanks
102		NA CHANDER PART		EMFs (Electro Magnetic Fields)
103		50		Gas or oil wells in area
104				Other
105		₩b		To your knowledge, are any of the above conditions present near your property?
106		•		Comments:
107				
108				MISCELLANEOUS
109 110		PS/A		To your knowledge:
111				Are there any gas/oil wells on the property or adjacent property? Is the present use of the property a non-conforming use?
112		Ø		Are there any violations of local, state or federal government laws or regulations relating to this property?
113		Ø		Is there any existing or threatened legal or regulatory action affecting this property?
114		՛⊅		Are there any current special assessments or do you have knowledge of any future assessments?
115		₽Þ		Are there any proposed or pending zoning changes on this or adjacent property?
116		□		Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?
117	<u> </u>	_		Are there any diseased or dead trees or shrubs?
118 119		ba		Is the property located in an area where public authorities have or are contemplating condemnation
120		4 2		proceedings? Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or
121		<i>y</i> -		desirability of the property? If yes, please explain below.
122				Comments: Dead trees along creek
123				
124				Seller Owns:
125	ÞΩ			Mineral Rights:
126				% pass with the land to the Buyer% remain with the Seller
127		_		% are owned by third party unknown
128 129		*		Are there any oil, gas, or wind leases of record or Other? Please explain:
130	10			Crops planted at the time of sale:
131		_		pass with the land to the Buyer remain with the Seller
132				none
133				Other (please describe): Remain w/ Lennant
134				
				Seller's Initials Buyer's Initials

Form# 1005 TRANSACTIONS
TransactionDesk Edition

136	Tenant's rights apply	to the subject propert	y with lease or shares	s as follows:	
137	÷				
138	Water Rights:				
139		ss with the land to the			
140		main with the Seller - P	ermit #		
141		ve been terminated			
142	Comments:				
143					
144 145	Seller acknowledges that: the inform knowledge, information and belief; Sel	nation contained in thi ler has provided all the	e information contain	ed in this Seller's Prope	erty Disclosure; and tha
146	the Broker/Realtor® has not prepared,				
147	and releases all Brokers/Realtors® invo				
148	with the information contained in this			Addicionation	·
149	to other real estate brokers and agents			David F. Nevhaus	07/13/2022
150	Charage Rullin	7/2/2	2 -	- للمدا	7/2/7-
151	Seller	Authentisksn Date	Seller	1	Date
()	Seller O7/13/2022	Dorothy S Augustin	op 07/13/2022	Dan F Avauctin	07/1//2022
			<u>OK</u>	Den 1 Magazoni	077 1472022
152 153	Seller certifies that the information her I have not occupied this property in			_	_ ,
154 155	Seller	Date	Seller		Date
156 157 158 159	I personally have carefully inspecte Subject to any inspections, I agree any kind by the Seller or any REAL	to purchase the prope	rely upon the inspect rty in its present cond	ions encouraged under dition without represen	
	I agree to verify any of the above in advised to have the property exam	nformation that is impo	ortant to me by an ind	•	of my own. I have beer
162 163 164 165	I acknowledge that neither Seller r defects in the property. I state th upon by me except as disclosed ab	at no important repres	sentations concerning	g the condition of the p	
166 167 168 169	4. I acknowledge that I have been info after April 14, 1994, to register v information regarding those regist at http://www.Kansas.gov/kbi or k	vith the sheriff of the rants, I may find inforn	county in which the nation on the home p	y reside. I have been	advised that if I desire
170 171	 I acknowledge that McConnell Air that is open 24 hours a day and ac may be affected by future change regarding potential for noise cause 	tivity at that base may es in McConnell Air For ed by the aircraft opera	generate noise. The rce Base activity. I h ations associated with	volume, pitch, amount ave been informed tha n McConnell Air Force B	and frequency of noise t if I desire information
172 173 174	may find information by contacting	b the Methopolitaniii			
173	may find information by contacting Buyer	Date	Buyer		

This form is approved by legal counsel for the REALTORS® of South Central Kansas exclusively for use by members of the REALTORS® of South Central Kansas and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form or that its use is appropriate for all situations. Copyright 2022.

Seller's Initials

Buyer's Initials _____





WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address:	78.42 +/- Acres O	n W. 82nd Ave - Nicke:	rson, KS 67561
DOES THE PROI	PERTY HAVE A WELL? Y	YES NO	
If yes, wha	at type? Irrigation	Other	
Location o	f Well:		
DOES THE PROP	PERTY HAVE A LAGOON	OR SEPTIC SYSTEM? YES	NO <u>\</u>
If yes, wha	nt type? Septic	Lagoon	
Location o	f Lagoon/Septic Access:		
Owner Owner	— Authentisisn		7/7/22 Date Date
		07/13/2022	
	David F. Nevhaus	07/13/2022	
	Dorothy S Augustin	07/13/2022	
	Dan F Augustin	07/1//2022	



WIRE FRAUD ALERT

CALL BEFORE YOU WIRE FUNDS

PROTECT YOUR MONEY WITH THESE TWO STEPS

- 1. At the first meeting with your Realtor®, obtain the phone number of your real estate agent and your escrow officer.
- 2. PRIOR to wiring funds, call the known phone number to speak directly with your escrow officer to confirm wire instructions.

WHAT TO EXPECT FROM SECURITY 1ST TITLE WHEN YOU WIRE FUNDS.

- 1. To protect your business and customer's information, we will only provide wire instructions to the customer.
- 2. We will NOT randomly send wire instructions without a request from the customer.
- 3. We will NOT provide wire instructions if we do not have a signed **Wire Fraud Alert Form** for the party requesting the wire instructions.
- 4. We will NOT change the wire instructions in the middle of the transaction.
- 5. If a Buyer/Seller does receive wire instructions:
 - Wire instructions will be given verbally over the phone or sent securely via secured email.
 - The customer needs to verify our phone number at a trusted source like our website, security1st.com
 - Before sending funds, they need to call the verified office number to verify the wire instructions.

NEVER WIRE FUNDS WITHOUT FIRST CALLING A KNOWN NUMBER FOR YOUR ESCROW OFFICER TO CONFIRM THE WIRE INSTRUCTIONS. DO NOT RELY ON EMAIL COMMUNICATIONS.

The undersigned, hereby authorizes Security 1st Title to communicate regarding my real estate closing transaction via electronic communications (cell phone number, e-mail or text message). I understand that this means Security 1st Title will only communicate with me via the authorized cell phone number and email address listed below.

I also acknowledge receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold Security 1st Title harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

Buyer/Seller Name	Buyer/Seller Name
Authorized Email Address	Authorized Email Address
Authorized Phone Number	Authorized Phone Number
Property Address	
File Number	

Farm Service Agency

United States Department of Agriculture

FARM: 16392

Prepared: 7/18/22 8:36 AM

Crop Year: 2022

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

HENKE FARMS PTNR **Operator Name**

20-155-1203, 20-155-1218, 20-155-1371, 20-155-7764, 20-155-7816, 20-155-9480, 20-155-9960, 20-155-10144,

Farms Associated with Operator: 20-155-12633, 20-155-12903, 20-155-13757, 20-155-13758, 20-155-14347, 20-155-14671, 20-155-14780,

20-155-16392, 20-155-16506, 20-155-17186, 20-155-17702, 20-155-17703

CRP Contract Number(s) None

20-155-2017-354 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		
20.41	20.41	20.41	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	20.41	0.00		0.00		0.00	0.00	0.00		

	Crop Election Choice	
ARC Individual	ARC County	Price Loss Coverage
None	None	None

DCP Crop Data								
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP				

NOTES

Tract Number 34086

S 20 E2NE4 14-22-7 Description KANSAS/RENO **FSA Physical Location** ANSI Physical Location : KANSAS/RENO

BIA Unit Range Number :

HEL Status NHEL: No agricultural commodity planted on undetermined fields

Wetland Status Tract does not contain a wetland

WL Violations None

DOROTHY AUGUSTIN, MARCY D PRILLIMAN-HOLT Owners

Other Producers None

Recon ID 20-155-2017-353

	Tract Land Data										
Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane				
20.41	20.41	20.41	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	20.41	0.00	0.00	0.00	0.00	0.00				

	DCP Crop Data		
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield

Form: FSA-156EZ

USDA United States Department of Agriculture Farm Service Agency

FARM: 16392

Prepared: 7/18/22 8:36 AM

Crop Year: 2022

Abbreviated 156 Farm Record

Tract 34086 Continued ...

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 http://www.ascr.usda.gov/complaint-filing-cust.html 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: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

United States Department of Agriculture Farm Service Agency

FARM: 16393

Prepared: 7/18/22 8:37 AM

Crop Year: 2022

Abbreviated 156 Farm Record

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Operator Name BENJAMIN D COLLE

Farms Associated with Operator: 20-155-1201, 20-159-4622, 20-155-16393, 20-155-17285, 20-155-17544, 20-155-17625, 20-155-17639

CRP Contract Number(s) None

Recon ID 20-155-2017-354

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		
58.37	46.75	46.75	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	46.75	0.00		0.00		0.00	0.00	0.00		

Crop Election Choice					
ARC Individual ARC County Price Loss Coverage					
None	None	None			

DCP Crop Data					
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP	

NOTES

Tract Number 34087

Description N 60 AC E2NE4 14-22-7

FSA Physical Location KANSAS/RENO ANSI Physical Location : KANSAS/RENO

BIA Unit Range Number :

HEL Status NHEL: No agricultural commodity planted on undetermined fields

Wetland Status Tract does not contain a wetland

WL Violations

DOROTHY AUGUSTIN, MARCY D PRILLIMAN-HOLT Owners

Other Producers None

Recon ID 20-155-2017-353

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
58.37	46.75	46.75	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	46.75	0.00	0.00	0.00	0.00	0.00

DCP Crop Data					
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield		

NOTES

United States Department of Agriculture Farm Service Agency

FARM: 16393 Prepared: 7/18/22 8:37 AM

Crop Year: 2022

Abbreviated 156 Farm Record

Form: FSA-156EZ

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 http://www.ascr.usda.gov/complaint-filing-cust.html 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: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

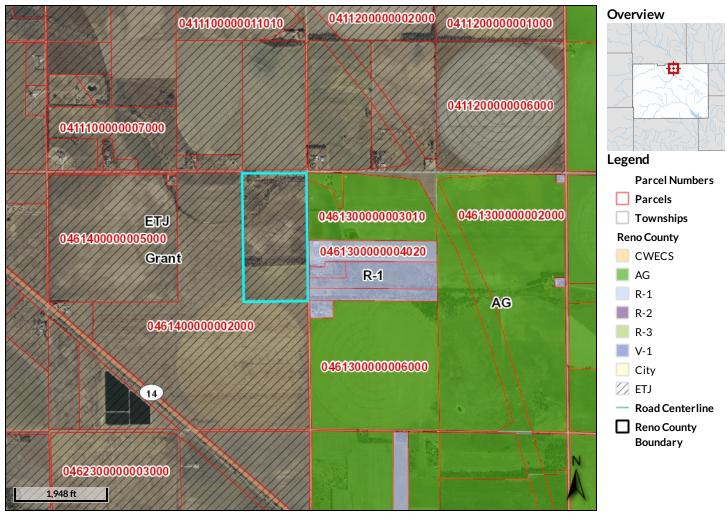
FARM LEASE ACKNOWLEDGMENT

Legal Description of the Property: 78.42 +/- Acres On	W. 82nd Ave - Nickerson, KS 67561Real Estate")
	AZ
TENANT:	
ACREAGE: QPPOX 30 A.	
TERM OF LEASE:	
TYPE OF CROP(S): Wheat hulo	
TYPE OF LEASE:	
CROP SHARE: YESNO	
If yes, what share?	
CASH RENT: YES NO	
If yes, payment terms?	
HAS NOTICE TO TERMINATE BEEN GIVEN? YES_X	900
	4 Lease Expiration 12/31/22
Landlord and Tenant (the "Parties") acknowledge that, to the	pest of their knowledge, the information contained in this document
the state of the s	a mornador contained in this document
Print Name MARCY Prilliman	Tenant
Print Name MARCY Prille MAN	Print Name
Date	Date 7-8-22

RELEASE, TERMINATION, AND WAIVER OF FARM LEASE RIGHTS

By signing below, Tenant releases, terminates, at described real property, located in Reno Co	nd waives any leasehold or tenant rights as to the following punty, Kansas, to wit:
78.42 +/- Acres On W. 82nd Ave -	
Notwithstanding anything herein to the contrary, T right to enter the above-described property to harvest st described property once the crops currently planted are lease with the new owner of the property, subject to the r	enant retains interest in crops currently planted and retains the ach crops. Tenant agrees to surrender possession of the above-removed. Alternatively, Tenant may enter into a new farming nutual agreement of the new owner and the Tenant.
Additional Terms:	
CASH LEASE EXPILES	10/31/22
Subject to ABOUT Mes	rtioned lease
Print Name MARCY PVIlliman	Tenant
Print Name MARCY Pulliman	Print Name
Date 7/2/32	Date 7-8-22





 Parcel ID
 046140000001000

 Sec/Twp/Rng
 14-22-07W

 Property Address
 W 82ND AVE Nickerson

 District
 050

Brief Tax Description

Alternate ID R7667
Class A - Agricultural Use
Acreage 78.4

GRANT TOWNSHIP, S14, T22, R07W, ACRES 78.4, E 1/2 NE 1/4 LESS RD ROW

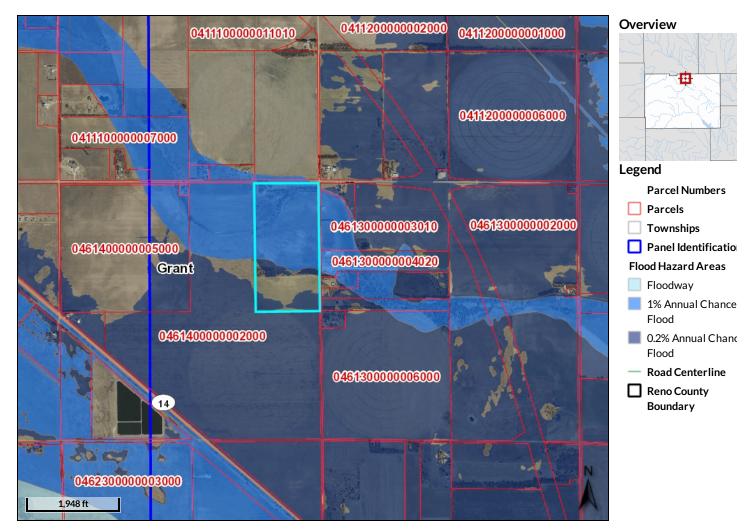
(Note: Not to be used on legal documents)

Owner Address PRILLIMAN, TED L
C/O PRILLIMAN, MARCY
21700 W 52ND ST N
ANDALE, KS 67001

Date created: 7/6/2022 Last Data Uploaded: 7/5/2022 11:34:09 PM

Developed by Schneider GEOSPATIAL

Beacon[™] Reno County, KS



Parcel ID 046140000001000 14-22-07W Sec/Twp/Rng Property Address W 82ND AVE Nickerson District

Alternate ID R7667 A - Agricultural Use Class Acreage

GRANT TOWNSHIP, S14, T22, R07W, ACRES 78.4, E 1/2 NE 1/4 LESS RD ROW

(Note: Not to be used on legal documents)

Owner Address PRILLIMAN, TED L C/O PRILLIMAN, MARCY 21700 W 52ND ST N ANDALE, KS 67001

Date created: 7/6/2022

Brief Tax Description

Last Data Uploaded: 7/5/2022 11:34:09 PM



Beacon[™] Reno County, KS



 Parcel ID
 0461400000001000

 Sec/Twp/Rng
 14-22-07W

 Property Address
 W 82ND AVE

 Nickerson

 District
 050

Alternate ID R7667
Class A - Agricultural Use
Acreage 78.4

Owner Address PRILLIMAN, TED L
C/O PRILLIMAN, MARCY
21700 W 52ND ST N
ANDALE, KS 67001

(Note

Brief Tax Description

GRANT TOWNSHIP, S14, T22, R07W, ACRES 78.4, E 1/2 NE 1/4 LESS RD ROW

(Note: Not to be used on legal documents)

Date created: 7/6/2022 Last Data Uploaded: 7/5/2022 11:34:09 PM







12041 E. 13th St N mccurdy.com

McCurdy Auction P: 316.867.3600

The information contained herein was obtained from sources deemed to be refaible.

Mappigit Services makes no warranties or guarantees as to the completeness or accuracy thereof.

| Boundary 78.38 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5821	Nickerson loamy fine sand, 0 to 2 percent slopes	28.8	36.74	0	48	3e
5833	Saxman loamy sand, 0 to 1 percent slopes	27.02	34.47	0	25	3e
5562	Kaskan silty clay loam, frequently flooded, channeled	18.81	24.0	0	40	5w
5943	Saltcreek and Naron fine sandy loams, 0 to 1 percent slopes	2.95	3.76	0	57	2c
5800	Mahone loamy fine sand, rarely flooded	0.8	1.02	0	40	2w
TOTALS		78.38(*)	100%	1	38.41	3.43

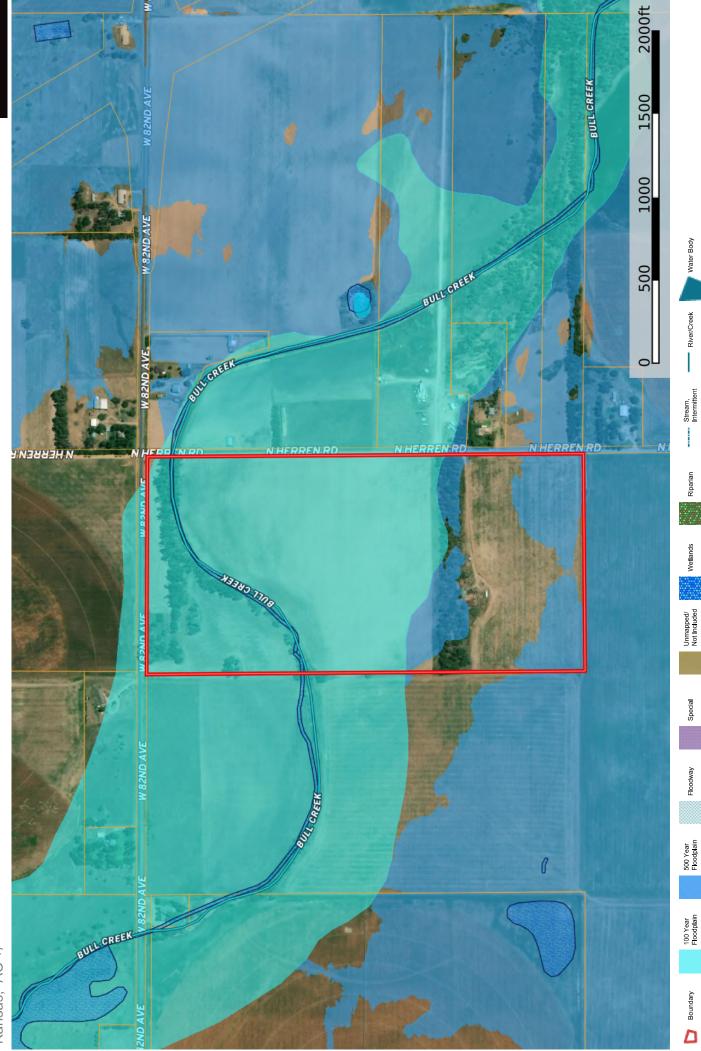
^(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.



Grazing Cultivation

- (c) climatic limitations (e) susceptibility to erosion
- (s) soil limitations within the rooting zone (w) excess of water



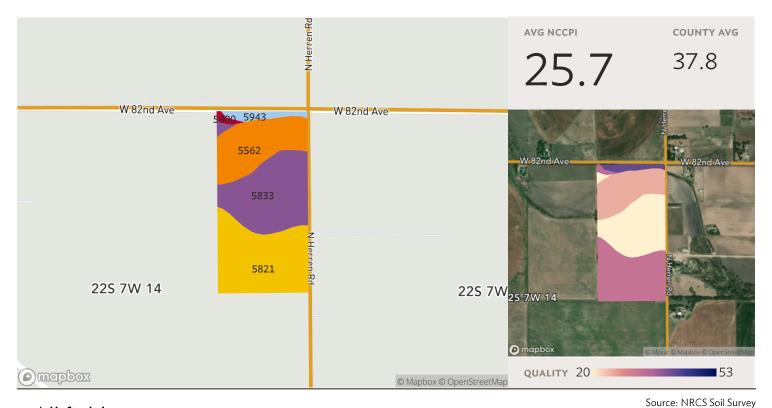


The information contained herein was obtained from sources deemed to be reliable. Whether some some makes no warranties or guarantees as to the completeness or accuracy thereof.



1 field, 78 acres in Reno County, KS

TOWNSHIP/SECTION 22S 7W - 14



All fields

78 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES PERC	ENTAGE OF FIELD	SOIL CLASS	NCCPI
5821	Nickerson loamy fine sand, 0 to 2 percent slopes	28.85	36.8%	3	32.8
5833	Saxman loamy sand, 0 to 1 percent slopes	27.05	34.5%	3	16.6
5 562	Kaskan silty clay loam, frequently flooded, channeled	18.80	24.0%	5	25.2
5943	Saltcreek and Naron fine sandy loams, 0 to 1 percent slopes	2.89	3.7%	2	41.8
5800	Mahone loamy fine sand, rarely flooded	0.79	1.0%	2	34.3
		78.38			25.7

Soil Survey: 1 of 1



1 field, 78 acres in Reno County, KS

TOWNSHIP/SECTION 22S 7W - 14

W 82nd Ave	All fields 78 ac.	2021	2020	2019	2018	2017
	Soybeans	42.8%	19.9%	4.8%	5.4%	31.9%
	■ Winter Wheat	4.5%	13.6%	46.7%	56.2%	27.9%
2S 7W 14	■ Grass/Pasture	19.6%	9.4%	9.0%	13.5%	13.2%
	■ Sorghum	7.0%	31.1%	4.2%	11.1%	1.6%
● mapbox ● Maxar © Mapbox ● OpenStreetMap	■ Forest	12.5%	11.0%	13.0%	7.2%	8.0%
	Corn	4.7%	6.2%	12.3%	1.3%	8.9%
	■ Non-Cropland	1.7%	7.5%	1.9%	3.8%	3.8%
	■ Fallow	0.3%	-	6.6%	0.3%	0.6%
	■ Other	6.8%	1.2%	1.5%	1.2%	4.1%

Source: NASS Cropland Data Layer

Crop History: 1 of 1



1 field, 78 acres in Reno County, KS

TOWNSHIP/SECTION 22S 7W - 14

Reno County, KS

FIELD	ACRES	LOCATION	OWNER (LAST UPDATED)	OWNER ADDRESS
	78.38	22S 7W - 14 APN: 04614000000	01000 PRILLIMAN, TED L (09/30/2021)	21700 W 52ND ST N, ANDALE, KS 67001
		Avo	NiHerreniRo	
-	VV OZNA	The same of the sa	and the same of th	
		The state of the s		To the second
Marie _		THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW		
			N Herren Rd	
				6.
4			N. Te	The state of the s
⊙ mapbo	x		men Ma	war © Mapbox © OpenStreetMap



TERMS AND CONDITIONS

- 1. Any person who registers or bids at this auction (the "Bidder") agrees to be bound by these Terms and Conditions and any auction announcements. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
- 2. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
- 3. The real estate offered for sale at auction (the "Real Estate") is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy Real Estate & Auction, LLC ("McCurdy") at Bidder's request.
- 4. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from the owner of the Real Estate (the "Seller") or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
- 5. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
- 6. It is the sole responsibility of Bidder to monitor McCurdy's website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy's website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.



- 7. Once submitted, a bid cannot be retracted.
- 8. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
- 9. The Real Estate is not offered contingent upon financing.
- 10. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
- 11. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
- 12. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
- 13. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
- 14. Bidder authorizes McCurdy to film, photograph, or otherwise record the auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
- 15. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed the Broker Registration Form no later than 5 p.m. on the business day prior to the either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
- 16. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
- 17. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the premises assumes any and



all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.

- 18. McCurdy has the right to establish all bidding increments.
- 19. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
- 20. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
- 21. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
- 22. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
- 23. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
- 24. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdy.com.
- 25. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy or any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
- 26. The ability to "pre-bid" or to leave a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of the particular lot is formally initiated by McCurdy.
- 27. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to suspend, pause, or extend the scheduled closing time of the auction.



- 28. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.
- 29. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.
- 30. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

GUIDE TO AUCTION COSTS | WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (If Applicable)
- **Advertising Costs**
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (If Applicable)

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (If Applicable)
- Document Preparation (If Applicable)
- Notary Fees (If Applicable)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (If Applicable)
- All New Loan Charges (If Obtaining Financing)
- Lender's Title Policy Premiums (If Obtaining Financing)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (If Applicable)







