PROPERTY INFORMATION PACKET

THE DETAILS



16474 SW Indianola Rd | Rose Hill, KS 67133

AUCTION: BIDDING OPENS: Tues, November 7th @ 2:00 PM BIDDING CLOSING: Thurs, November 16th @ 2:30 PM



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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# 631531 Class Land **Property Type** Farm County Butler Area **SCKMLS**

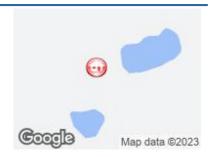
16474 SW Indianola Rd. Address

Address 2

City Rose Hill State KS 67133 Zip **Status** Active

Contingency Reason

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





















GENERAL

List Agent - Agent Name and Phone Isaac Klingman 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 1-888-874-0581 **Zoning Usage** Agriculture Parcel ID B31 **Number of Acres** 179.00 **Price Per Acre** 0.00 7797000 Lot Size/SqFt

Rose Hill Public Schools (USD **School District**

> 394) Rose Hill Rose Hill

Elementary School Middle School **High School** Rose Hill

Subdivision NONE LISTED ON TAX

RECORD

List Date 10/6/2023 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

Legal

DIRECTIONS

Directions (Rose Hill) SW 160th St. & SW Indianola Rd - South to Home.

FEATURES

SHAPE / LOCATION Irregular TOPOGRAPHIC Pond/Lake Rolling Treeline Wooded

PRESENT USAGE **Pasture**

ROAD FRONTAGE Dirt

UTILITIES AVAILABLE

Electricity Private Water Propane Septic Tank Installed

IMPROVEMENTS Farm House Fencing **OUTBUILDINGS**

Equipment Barn MISCELLANEOUS FEATURES

Mineral Rights Included

DOCUMENTS ON FILE

Aerial Photos

Ground Water Addendum

Photographs

FLOOD INSURANCE

Unknown **SALE OPTIONS**

None

At Closing

PROPOSED FINANCING

Other/See Remarks **POSSESSION**

SHOWING INSTRUCTIONS

Call Showing # **LOCKBOX** None **AGENT TYPE** Sellers Agent **OWNERSHIP**

Trust

TYPE OF LISTING Excl Right w/o Reserve **BUILDER OPTIONS** Open Builder

FINANCIAL

Assumable Y/N No **General Taxes** \$3,449.66 **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, November 7th, 2023 at 2 PM (cst) | BIDDING CLOSING: Thursday, November 16th, 2023 at 2:30 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 AUCTION!!! Proudly presenting a rare opportunity to purchase what is known as Richera, a beautiful 179+/- acre property located in Southwest Butler County that has been in the family for many decades. If you have been searching for quality pastureland in an ideal location, this is an auction you do not want to miss. This property features 179+/- acres of grassland, a large and small pond, 2 -BR 2-BA 1,708sqft home, and a 30x56 Quonset. The land extends a full mile down SW Indianola Rd but also runs east from the road to offer seclusion for the home and improvements. With such an ideal location, the property is located only 1 mile off of pavement and is minutes to Andover, Augusta and Rose Hill. Opportunities like this do not come up often. If you are seeking to grow your cattle operation, invest in land, or have your own retreat, this is your chance! Features: 179+/- acres of grassland S26, T28, R03E, ACRES 179, W/2 NW4; SE4 NW4; NW4 SW4; W/2 SW4 SW4 LESS ROW 2-bed, 2 bath home 1,708sqft Attached oversized 1 car garage Central heating and air Front porch Well, septic, propane 30x56 Quonset with electric overhead door and 15x36 lean-to Large pond recently reworked with silt pond Pipe fenced cattle working area with loafing shed 2 windmills 1 mile off of pavement 3 miles NE of Rose Hill 6.5 miles SE of Andover 8 miles SW of Augusta 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 bid price of \$800,000 (plus Buyer's Premium, if applicable). 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 or a parcel is 158,3 would be offered as 158 acres. All mineral and water interests held by the seller will pass with the real estate to the buyer. *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 of \$75,000.

AUCTION

Auction Date Auction Offering 11/7/2023 Real Estate Only

1 - Open for Preview **Broker Reg Deadline**

11/15/2023 by 5:00 PM

Buyer Premium Y/N Yes **Auction Location** www.mccurdy.com 2:00 PM **Auction Start Time**

1 - Open End Time

Broker Registration Req Yes

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES







































































DISCLAIMER

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LIMITED-KNOWLEDGE SELLER'S DISCLOSURE

Property Address:	6474 SW Indiano	ola Rd Rose Hi	.11, KS 67133	(the "Real Estate")
Please provide bel	ow, to the best of your k	nowledge, the requested in	formation related to the Rea	1 Estate.
Occupancy:	enant-Occupied	Owner-Occupied	Vacant	
Lease informa	ation (if applicable):			
Writ	ten Lease: XYes 🗀] No		
Term	of Lease: Month-t	o-Month Fixed Expira	ation Date (Please provide d	ate): 10-31-23
Rent	Amount: \$ 4,600	Tenant curr	rent on rent: Yes	No
Depo	osit Amount:	Jena	ent would be u	no reling to regotiate
			all w kew bu	jer.
Appuances Transferr	ing with the Real Estate	2:		
	Yes No 1			☐ None/Unknown ☐ None/Unknown ☐ None/Unknown
Utilities:	Utility Provider/Com	ipany	Utility On or Off	Utility Paid By
Electric: P	itlen Co Elec	tric	√On ☐ Off	Tenant Owner
Water/Sewer:	weel		√On □Off	Tenant Owner
Gas:			□On □Off	Tenant Owner
Propane:	pro Muli	ane Coop	On Off	Tenant Owner
Propa	ne tank information (if a	pplicable): Owned	Leased	•
If lea	sed, please provide comp	oany name and monthly lea	se amount: NA	
Other Utility:	NA		On Off	Tenant Owner
Have any utili	ty meters been removed?	Yes No Unk	nown	
		`	applicable address or unit:	

Code Violations:
Does the property have any code violations? Yes Unknown
If yes, please provide details:
Special Assessments or Fees:
Is the Real Estate located in an improvement district? \[\sum Yes \sum No \] Unknown
Is the Real Estate subject to any current or future special tax assessments or fees that you are aware of? Yes No Unknown
Special Assessment/Fee Amount (give a good faith estimate if exact amount is unknown):
Explanation of Assessment or Fee:
Homeowners Association:
Is the property subject to HOA fees?
Dues Amount: Yearly Monthly Quarterly
Initiation Fee:
Property Disclosures:
Troperty Disclosures.
Are there any permanently attached items that will not transfer with the Real Estate (e.g. theatre projector, chandelier, etc.) (if none, write
"none")? Meetal Sign over coral.
Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known materia
defects (if none, write "none"):
none

SELLER:			
Signature Date 10-6-2	023 Signature	Date	
Collette R. Miller Print	Print		
Trustee Collette Cooper Revocable Title Company	Trust	Company	
By signing below, Buyer acknowledges that no Seller's responsibility to review the above-provided information and t Estate and that Buyer has either reviewed the above-provided having done so. BUYER:	o have any and all desired inspect	tions completed prior to bidding on the	Real
Signature Date	Signature	Date	
Signature Sur		— 	

By signing below, Seller represents that above information is true and correct to the best of Seller's knowledge.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

jor _l	oossibie ied	a-pasea paint nazaras	is reconninienaeu pri	ioi to parchase.	
Sel	er's Disclo	sure			
(a)	Presence	of lead-based paint	and/or lead-based	paint hazards (check (i) or (ii) below):	
	(i)	Known lead-based (explain).	paint and/or lead-l	pased paint hazards are present in the	e housing
	(ii) Cpm	Seller has no knowle	edge of lead-based	paint and/or lead-based paint hazard	Is in the housing.
(b)	Records a	nd reports available	to the seller (chec	k (i) or (ii) below):	
	(i)	Seller has provided based paint and/or	the purchaser with lead-based paint h	n all available records and reports per nazards in the housing (list document	taining to lead- s below).
	(ii) <u>CRM</u>	Seller has no report hazards in the hous		ning to lead-based paint and/or lead-	-based paint
Pui	chaser's A	Acknowledgment (in	itial)		
(c)		Purchaser has receive	ved copies of all in	formation listed above.	
(d)		Purchaser has receive	ved the pamphlet	Protect Your Family from Lead in Your He	ome.
(e)	Purchase	r has (check (i) or (ii)	below):		
	(i)	received a 10-day or ment or inspection to	pportunity (or mut for the presence of	ually agreed upon period) to conduct flead-based paint and/or lead-based	a risk assess- paint hazards; or
	(ii)	waived the opportule lead-based paint an		risk assessment or inspection for the aint hazards.	presence of
Ago	ent's Ackn	owledgment (initial)			
(f)	BRIA	Agent has informed aware of his/her res		eller's obligations under 42 U.S.C. 48 ure compliance.	52d and is
Cei	tification	of Accuracy			
The	following rmation th	parties have reviewed ey have provided is tru	the information about and accurate.	ove and certify, to the best of their knowled	edge, that the
Ľ	ellette.	L. Willer		2-9-23	
Sell	er		Date	Seller	Date
Pur	chaser	Cle,	Date 10-9-73	Purchaser	Date
Age	ent	X	Date	Agent	Date



WATER WELL INSPECTION REQUIREMENTS

Property Address: 16474 SW Indianola Rd. - Rose Hill, KS 67133

Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.

For properties within the City of Wichita the requirements are:

- 1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
- 2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YESNO	
If yes, what type? Irrigation Drinking Other	
Location of Well: West of lame	
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YE	s <u> </u>
If yes, what type? Septic Lagoon Location of Lagoon/Septic Access: South of Morre - gworst & lone	•
Location of Lagoon/Septic Access: South of None -	Between
guorist & home	
Owner/Seller - Mullan - Jaustee	
Owner/Seller	Date
Buyer	Date
Buyer	Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

1 2	THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.
3	Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.
5 6	The parties are proposing the sale and purchase of certain property, commonly known as: 16474 SW Indianola Rd Rose Hill, KS 67133
7	The parties are advised to obtain expert advice in regard to any environmental concerns.
8	SELLER'S DISCLOSURE (please complete both a and b below)
9	(a) Presence of groundwater contamination or other environmental concerns (initial one):
10	Seller has no knowledge of groundwater contamination or other environmental concerns;
11	or
12	Known groundwater contamination or other environmental concerns are:
13 14	
15 16 17 18 19 20 21	(b) Records and reports in possession of Seller (initial one): Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):
22	BUYER'S ACKNOWLEDGMENT (please complete c below)
23	(c) Buyer has received copies of all information, if any, listed above. (initial)
24	CERTIFICATION
25	Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and
26	accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that
27	Buyer has reviewed Seller's responses and any records and reports furnished by Seller.
20	(000,000)
28 29	Seller Date Buyer Date
	(muster
30 31	Seller Date Buyer Date
	Date Date

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Rev. 6/16

FARM LEASE ACKNOWLEDGMENT

Legal Description of the Property: 16474 SW Indianola Rd Rose Hill, KS 67133 (the "Real Estate
LANDLORD:
TENANT:
ACREAGE: 179 Acres
TERM OF LEASE: Yearly, ends on 10/31/23
TYPE OF CROP(S): Pasture
TYPE OF LEASE:
CROP SHARE: YES NO
If yes, what share?
CASH RENT: YES NO
If yes, payment terms? \$4,600,00 Per year
HAS NOTICE TO TERMINATE BEEN GIVEN? YES NO
ADDITIONAL TERMS: Tenant would have interest in entering
a new lease with the new buyer.
Landlord and Tenant (the "Parties") acknowledge that, to the best of their knowledge, the information contained in this document contains all material terms of the Parties' farm lease agreement.
Landlord Tenant
Print Name Print Name
Date

Butler, Kansas

FSA - 578 (09-13-16)

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

PROGRAM YEAR: 2023

DATE: 10/11/2023

PAGE: 1

Reported on Non-Cropland: 156.49

Original: MCL Revision: MCL Cropland: 10.67 Farmland: 175.29

Operator Name and Address RAMBO CATTLE CO LLC

Farm Number: 9800

1646 TANGLEWOOD RD ROSE HILL, KS 67133-9223

Photo Number/Legal Description: W NW; SE NW; NW SW; W SW SW 26-28-3

Reported on Cropland: 10.67

Cropland: 10.67

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date
13022	1	GRASS	NAG	GZ		N	С	N	I	Α	10.67		Yes		0	10/01/2017	01	-
F	Producer R	RAMBO CATTLE	E CO LLC		Shar	e 100.00	FSA F	Physical L	_ocation	Butler, K	ansas				NAP Ui	nit 6381 Sig	nature Date 0	4/12/2023
	4A	GRASS	NAG	GZ		N	С	N	I	Α	156.49		No		N	10/01/2017	01	
F	Producer R	RAMBO CATTLE	E CO LLC		Shar	e 100.00	FSA F	Physical L	_ocation	Butler, K	ansas				NAP Uı	nit 6381 Sig	nature Date 0	4/12/2023
<u>Tract 1302</u>	22 Summa	ry																
<u>PP</u> <u>Cr/Co</u> 01 GRAS			I <u>rr Pr</u> <u>Rpt U</u> N A		Rpt Qty 167.16	<u>P</u> 1	P Cr/Co	<u>Var/1</u>	<u>ype</u> <u>Int</u>	Use Iri	r Pr Rpt Unit	Rpt (<u>Oty</u>	PP Cr/Co	<u>Var/Type</u> <u>l</u>	Int Use Irr Pr	Rpt Unit	Rpt Qty

Difference: 0.00

Butler, Kansas

FSA - 578 (09-13-16)

Farm Number: 9800

REPORT OF COMMODITIES FARM SUMMARY

PROGRAM YEAR: 2023

DATE: 10/11/2023

PAGE: 2

Original: MCL Revision: MCL Cropland: 10.67 Farmland: 175.29

Operator Name and Address
RAMBO CATTLE CO LLC
1646 TANGLEWOOD RD
ROSE HILL, KS 67133-9223

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

RA	MBO CATTLE	CO LLC		Crop/ ommodity GRASS	Variety/ Type NAG	Share 100.00	Crop/ Commodity	Variety/ Type	Share	Crop Commo		riety/ S Type	hare	Crop/ Commodity	Variety/ Type	Share
Planting Period	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity		Planting Period	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity
01	GRASS	NAG	GZ	N	Α	167.16										

CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm as applicable. Absent any different or contrary prior subsequent certification filed by any producer for any crop for which NAP coverage has been purchased, I certify that the applicable crop, type, practice, and intended use is not planted if it is not included on the Report of Commodities for this crop year. The signing of this form gives FSA representatives authorization to enter and inspect crops/commodities and land uses on the above identified land. A signature date (the date the producer signs the FSA-578) will also be captured.

Producer's Signature (By)

Title/Relationship of Individual Signing in the Representative Capacity

Date

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) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

KANSAS BUTLER

United States Department of Agriculture Farm Service Agency

Abbreviated 156 Farm Record

FARM: 9800

Prepared: 10/11/23 10:37 AM CST

Crop Year: 2024

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Operator Name : RAMBO CATTLE CO LLC

CRP Contract Number(s) : None

: 20-015-2018-22 Recon ID

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

	Farm Land Data													
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts					
175.29	10.67	10.67	0.00	0.00	0.00	0.00	0.0	Active	1					
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD					
0.00	0.00	10.67		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 : 13022

Description : W NW; SE NW; NW SW; W SW SW 26-28-3

: KANSAS/BUTLER **FSA Physical Location** : KANSAS/BUTLER **ANSI Physical Location**

BIA Unit Range Number

HEL Status : HEL determinations not completed for all fields on the tract

Wetland Status Wetland determinations not complete

WL Violations : None

Owners Other Producers

Recon ID : 20-015-2018-21

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
175.29	10.67	10.67	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	10.67	0.00	0.00	0.00	0.00	0.00

KANSAS BUTLER

Form: FSA-156EZ

United States Department of Agriculture Farm Service Agency

Abbreviated 156 Farm Record

FARM: 9800

Prepared: 10/11/23 10:37 AM CST

Crop Year: 2024

Tract 13022 Continued ... Crop Name Base Acres CCC-505 CRP Reduction Acres PLC Yield 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.



Butler County, Kansas





Tract Boundary PLSS

1/ All Wheat HRW, NI, GR 6/ Grass SMO, NI, FG 2/ All Sorghum GRS, NI, GR 7/ Alfalfa, NI, FG 3/ All Corn YEL, NI GR 8/ Sorghum Forage Cane, NI, FG 4/ All Soybeans COM, NI, GR 9/ Cotton, NI, GR 5/ Grass NAG, NI, GZ

Wetland Determination Identifiers Restricted Use

Cropland

Limited Restrictions

Non-Cropland

Exempt from Conservation Compliance Provisions

Tract Cropland Total: 10.67 acres

2023 Program Year

Map Created October 27, 2022

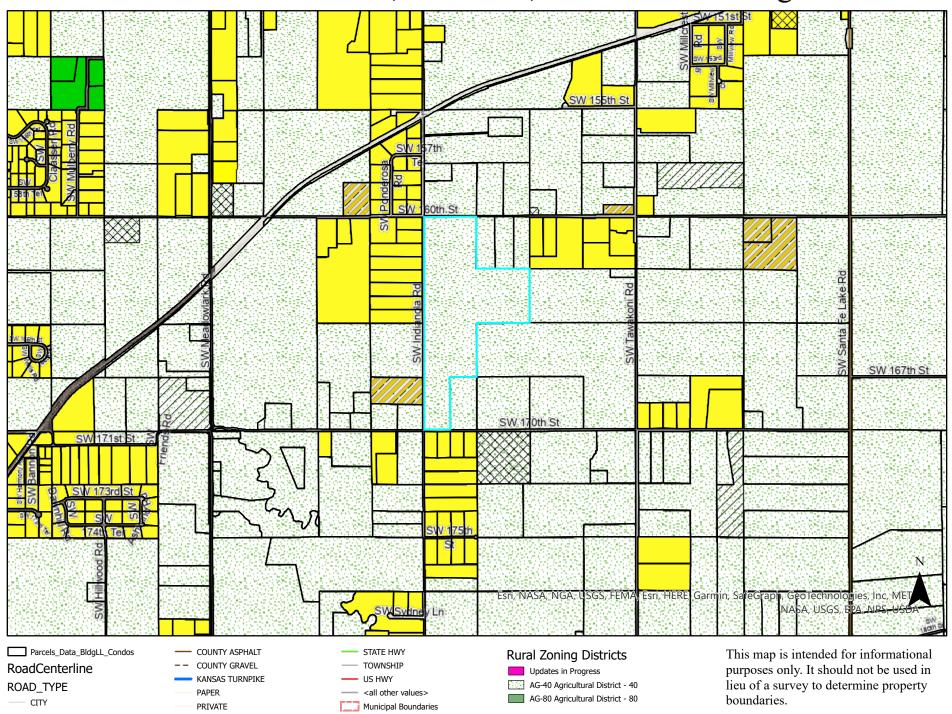
Farm 9800 Tract 13022

26-28-3

Displayed over 2021 NAIP



16474 SW Indianola Rd., Rose Hill, KS 67133 - Zoning AG-40



National Flood Hazard Layer FIRMette



Legend SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT Without Base Flood Elevation (BFE) With BFE or Depth Zone AE, AO, AH, VE, AR SPECIAL FLOOD **HAZARD AREAS** Regulatory Floodway 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X **Future Conditions 1% Annual** Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes. Zone X OTHER AREAS OF FLOOD HAZARD Area with Flood Risk due to Levee Zone D NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOMRs OTHER AREAS Area of Undetermined Flood Hazard Zone D - - - Channel, Culvert, or Storm Sewer **GENERAL** STRUCTURES | LILLIL Levee, Dike, or Floodwall 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation **Coastal Transect** ₩ 513 W Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary **Coastal Transect Baseline** OTHER Profile Baseline **FEATURES** Hydrographic Feature Digital Data Available No Digital Data Available MAP PANELS Unmapped The pin displayed on the map is an approximate

point selected by the user and does not represent an authoritative property location. This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/18/2023 at 9:58 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for

unmapped and unmodernized areas cannot be used for

become superseded by new data over time.

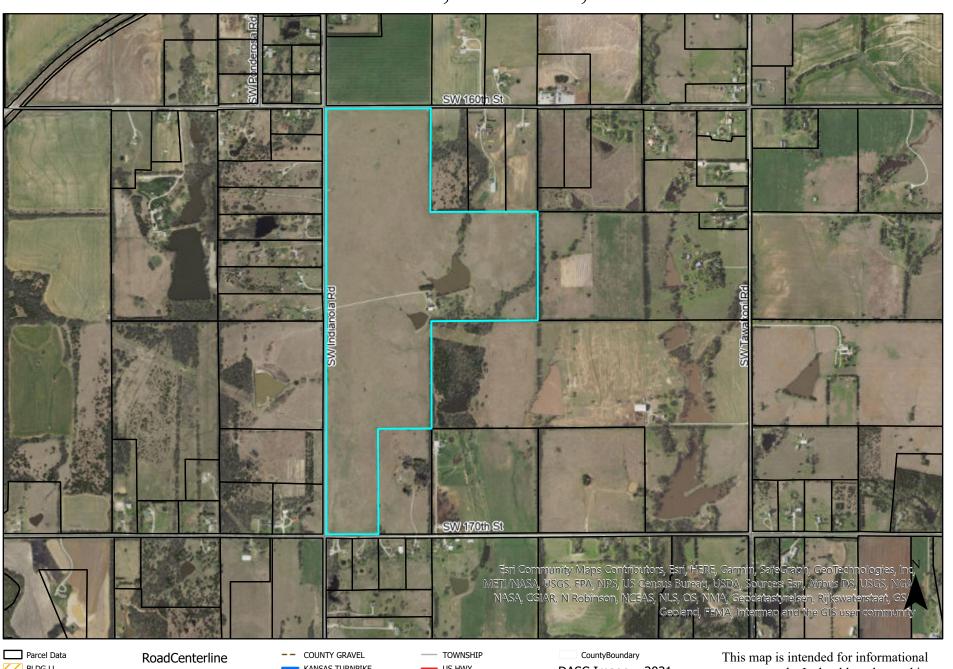
regulatory purposes.



Basemap Imagery Source: USGS National Map 2023



16474 SW Indianola Rd., Rose Hill, KS 67133 - Aerial



BLDG LL

ROAD_TYPE

CITY — COUNTY ASPHALT KANSAS TURNPIKE

PRIVATE STATE HWY

US HWY <all other values> Condo_Boundaries Municipal Boundaries

DASC Imagery 2021

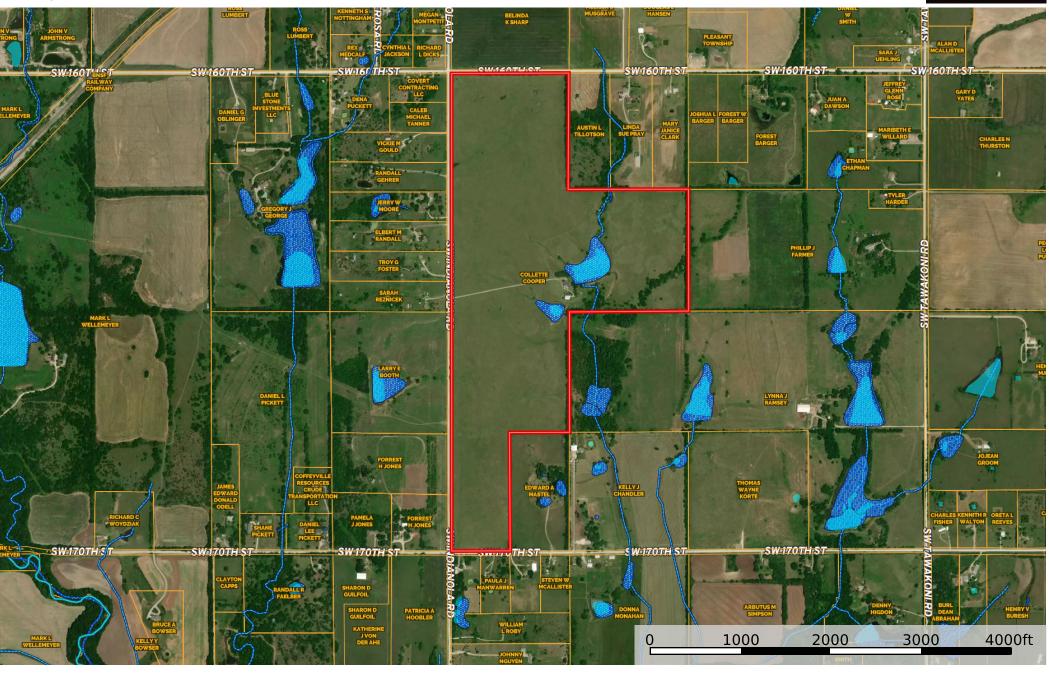
Red: Band_1 Red: Band_1 Green: Band_2 Green: Band_2 purposes only. It should not be used in lieu of a survey to determine property boundaries.

Boundary

Wetlands

Riparian



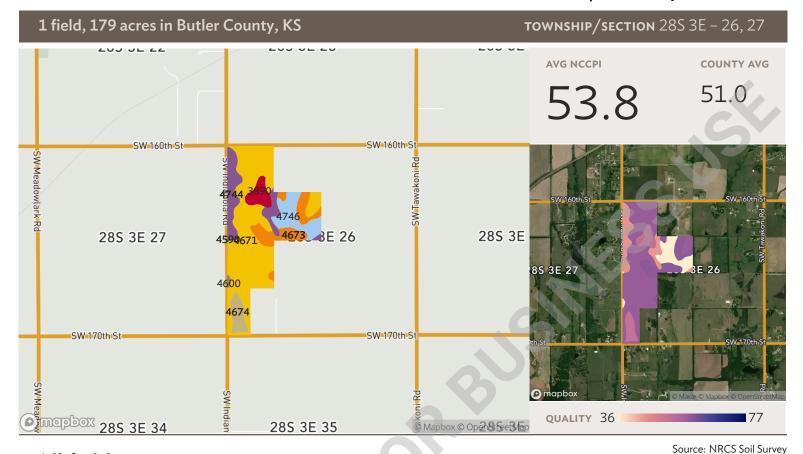


Water Body

River/Creek

Intermittent





All fields

179 ac.

SOIL	SOIL DESCRIPTION	ACRES PERO	CENTAGE OF	SOIL	NCCPI
CODE			FIELD	CLASS	
467 2	Irwin silty clay loam, 1 to 3 percent slopes	98.90	55.2%	3	58.4
474	Labette-Dwight complex, 0 to 3 percent slopes	22.69	12.7%	2	44.8
467 3	3 Irwin silty clay loam, 3 to 7 percent slopes	21.04	11.7%	4	59.3
■ 4746	Labette-Sogn silty clay loam, 0 to 8 percent slopes	18.42	10.3%	4	36.1
3890	Ladysmith silty clay loam, 0 to 1 percent slopes	8.79	4.9%	2	52.8
467	1 Irwin silty clay loam, 3 to 7 percent slopes, eroded	8.55	4.8%	4	51.8
4600) Dwight silt loam, 0 to 1 percent slopes	0.59	0.3%	4	35.6
4590	Clime-Sogn complex, 3 to 20 percent slopes	0.10	0.1%	6	32.5
		179.08			53.8

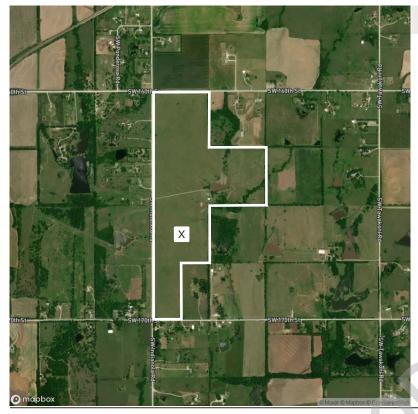
about an Enterprise

subscription.

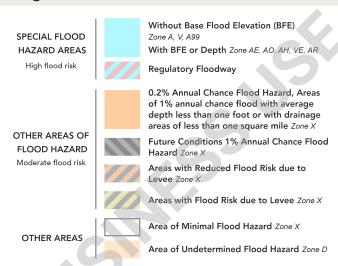


1 field, 179 acres in Butler County, KS

TOWNSHIP/SECTION 28S 3E – 26, 27



Legend



SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

* HIGH FLOOD RISK - areas with a 1% annual chance or greater of flooding, also referred to as base flood zones or 100-year flood zones. Classified as Special Flood Hazard Areas (SFHAs) by FEMA. MODERATE FLOOD RISK - areas in between the limits of the 1% annual and the 0.2% annual (or 500-year) flood zones. MINIMAL FLOOD RISK - areas that are above the 500-year flood zones. UNDETERMINED FLOOD RISK - areas where flood analysis has not been conducted.

Source: FEMA National Flood Hazard Layer

All fields

179 ac.

FLOOD ZONE	FLOOD RISK*	FLOOD ZONE SUBTYPE	ACRES	PERCENTAGE OF FIELD
	MINIMAL	AREA OF MINIMAL FLOOD HAZARD	179.08	100.0%
			179.08	



1 field, 179 acres in Butler County, KS TOWNSHIP/SECTION 28S 3E - 26, 27 All fields 179 ac. 2022 2021 2020 2019 2018 Grass/Pasture 93.4% 93.2% 92.7% 93.3% 87.8% 285 3E 26 8S 3E 27 Non-Cropland 2.1% 2.1% 0.7% 2.2% 8.0% 4.4% 4.7% 6.6% 4.5% 4.3% Other

Source: NASS Cropland Data Layer



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. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.



- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.



Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- · promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- · presenting all offers in a timely manner
- · advising the client to obtain expert advice
- · accounting for all money and property received
- · disclosing to the client all adverse material facts actually known by the agent
- · disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- · protecting the confidences of both parties
- · exercising reasonable skill and care
- · presenting all offers in a timely manner
- · advising the parties regarding the transaction
- · suggesting that the parties obtain expert advice
- · accounting for all money and property received
- · keeping the parties fully informed
- · assisting the parties in closing the transaction
- · disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- · conduct an independent inspection of the property for the benefit of any party
- · conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee	Real estate company name approved by the commission
Supervising/branch broker	Buyer/Seller Acknowledgement (not required)

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)









