

# BIDDER PACKET INFORMATION



11969 Falcon Rd, 11985 Falcon Rd, & 0 Falcon Rd



0 LK & W Rd



0 Walsburg Rd

**AUCTION DATE & TIME:** June 18th, 2026, at 11:00 AM CDT

**AUCTION LOCATION:** Leonardville Community Building

**ONLINE BIDDING:** [gavelroads.com](http://gavelroads.com)

**Listing Agent:** Lori Rogge, Broker & Auctioneer, 785-556-7162



# BIDDER PACKET INFORMATION

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## MLS BIDDER PACKET



Front Of Structure

**MLS #** 672593  
**Status** Active  
**For Sale/Auction/For Rent** Auction  
**Address** 11969 Falcon Rd  
**Address 2**  
**City** Leonardville  
**Zip** 66449



## KEYWORDS

<b>AG Bedrooms</b>	3	<b>Approximate Age</b>	81+ Years
<b>Total Bedrooms</b>	3.00	<b>Approx. AGLA</b>	1589
<b>AG Full Baths</b>	1	<b>Approx. BFA</b>	0.00
<b>Total Full Baths</b>	1	<b>Approx. TFLA</b>	1,589
<b>AG Half Baths</b>	0	<b>Number of Acres</b>	80.00
<b>Total Half Baths</b>	0		
<b>Total Baths</b>	1		
<b>Basement</b>	Cellar		
<b>Levels</b>	2 Story		

## GENERAL

<b>List Agent - Agent Name and Phone</b>	Lori Rogge - cell: 785-556-7162	<b>List Office - Office Name and Phone</b>	Gene Francis & Associates - Office: 785-556-7162
<b>Showing Phone</b>	785-556-7162	<b>Year Built</b>	1890
<b>Builder</b>		<b>County</b>	Riley
<b>Parcel ID</b>	081-121-02-0-00-00-005.00-0	<b>School District</b>	Riley C378
<b>Legal</b>	SE4 & E2 SW4 of 2-8-5E OR A tract of 80+/- acres of 2-8-5E, survey pending following auction.		

## ROOMS

<b>Master Bedroom Level</b>	Upper	<b>Master Bedroom Dimensions</b>	15 x 8.9
<b>Master Bedroom Flooring</b>	Laminate - Other	<b>Living Room Level</b>	Main
<b>Living Room Dimensions</b>	25.5 x 15.2	<b>Living Room Flooring</b>	Carpet
<b>Kitchen Level</b>	Main	<b>Kitchen Dimensions</b>	12.5 x 11.5
<b>Kitchen Flooring</b>	Wood Laminate	<b>Room 1 Type</b>	
<b>Room 2 Type</b>		<b>Room 3 Type</b>	
<b>Room 4 Level</b>	Upper	<b>Room 4 Type</b>	Bedroom
<b>Room 4 Dimensions</b>	29.7 x 12.3	<b>Room 4 Flooring</b>	Laminate - Other
<b>Room 5 Level</b>	Upper	<b>Room 5 Type</b>	Bedroom
<b>Room 5 Dimensions</b>	13 x 10.10	<b>Room 5 Flooring</b>	Laminate - Other
<b>Room 6 Level</b>		<b>Room 6 Type</b>	
<b>Room 6 Dimensions</b>		<b>Room 6 Flooring</b>	
<b>Room 7 Level</b>		<b>Room 7 Type</b>	
<b>Room 7 Dimensions</b>		<b>Room 7 Flooring</b>	
<b>Room 8 Level</b>		<b>Room 8 Type</b>	
<b>Room 8 Dimensions</b>		<b>Room 8 Flooring</b>	
<b>Room 9 Level</b>		<b>Room 9 Type</b>	
<b>Room 9 Dimensions</b>		<b>Room 9 Flooring</b>	

## DIRECTIONS

**Directions** From Leonardville, travel approximately 1 mile east to Falcon Rd. Turn north and travel approximately 1 mile to Falcon Rd properties on the west side of the road.

## FEATURES

<b>ARCHITECTURE</b>	<b>UTILITIES</b>	<b>APPLIANCES</b>	<b>OWNERSHIP</b>
Traditional	Lagoon	Dishwasher	Individual
<b>EXTERIOR CONSTRUCTION</b>	Private Water	Microwave	<b>PROPERTY CONDITION REPORT</b>
Frame	<b>BASEMENT / FOUNDATION</b>	Refrigerator	No
<b>ROOF</b>	Cellar	Washer	<b>DOCUMENTS ON FILE</b>
Composition	<b>BASEMENT FINISH</b>	Dryer	Lead Paint
<b>LOT DESCRIPTION</b>	None	<b>AG OTHER ROOMS</b>	Sellers Prop. Disclosure
Pond/Lake	<b>COOLING</b>	Mud Room	Sellers Disclosure

## FEATURES

Standard	Window/Wall Unit	<b>LAUNDRY</b>	<b>SHOWING INSTRUCTIONS</b>
<b>FRONTAGE</b>	<b>HEATING</b>	Main Floor	Appt Req-Call Showing #
Unpaved Frontage	Baseboard/Wall	<b>INTERIOR AMENITIES</b>	<b>LOCKBOX</b>
<b>EXTERIOR AMENITIES</b>	<b>DINING AREA</b>	Ceiling Fan(s)	Combination
Ag Outbuilding(s)	Kitchen/Dining Combo	Window Coverings-All	<b>TYPE OF LISTING</b>
Covered Patio	<b>KITCHEN FEATURES</b>	<b>POSSESSION</b>	Excl Agency w/Reserve
Horses Allowed	Pantry	Negotiable	<b>AGENT TYPE</b>
Outbuildings	Laminate Counters	<b>PROPOSED FINANCING</b>	Sellers Agent
<b>GARAGE</b>		Conventional	
Attached		FHA	
<b>FLOOD INSURANCE</b>		VA	
Unknown		<b>WARRANTY</b>	
		No Warranty Provided	

## PERSONAL PROPERTY

Personal Property

## FINANCIAL

<b>Assumable Y/N</b>	No	<b>HOA Y/N</b>	No
<b>Currently Rented Y/N</b>	No	<b>Earnest \$ Deposited With</b>	Charlson & Wilson
<b>Rental Amount</b>			
<b>General Property Taxes</b>	3500.00		
<b>General Tax Year</b>	2025		
<b>Total Specials</b>	\$0.00		

## PUBLIC REMARKS

**Public Remarks** LIVE & ONLINE MULTI PARCEL LAND AUCTION! Thursday, June 18, 11:00 AM at Leonardville Community Building, 118 N. Erpelding, Leonardville, KS. Online Bidding at gavelroads. This classic farmstead on 80± acres offers a rare combination of improvements, cropland, and pasture just outside Leonardville, KS. The 1½ story farmhouse (built in 1890) offers approximately 1,600 sq ft, featuring 3 bedrooms (upper level) and 1 bathroom, with multiple additions over time including kitchen, dining, mudroom, laundry, and attached garage. Extensive improvements include: 60'x100' outbuilding \*50x60' heated shop (concrete floor, electricity, overhead door) \*50'x60' implement storage (gravel floor, electricity, overhead doors) 50' x 100' open face shed Grain bins, wired fuel tank, cattle pens, and feed bunks Land features include cropland (corn), pasture, creek, small pond, and partial fencing. The Falcon Rd property includes shared infrastructure, including a driveway, well and lagoon. Buyers are advised that a second wastewater system may be required depending on final parcel configuration. All buyers should contact Riley County Planning & Development regarding zoning, sanitary regulations, and any required approvals or variances. Surveys will be conducted following the auction, if needed. \*This property is part of a 400± acre multi-parcel auction offered in 5 tracts, including: Additional Falcon Rd tracts (house and 5± acres and 155± acres), 80± acres at LK&W, 80± acres at Walsburg Rd. Buyers may purchase individual tracts, combinations, or the entire property. Whichever combination yields the highest total bid will be accepted. Property taxes are estimated based on divided configuration. Total taxes for 2025 for the 240 acre parcel is \$9,207. Possession of the house will be by July 31 so the sellers can move out of state.

## AUCTION

<b>Type of Auction Sale</b>	Reserve
<b>Method of Auction</b>	Live w/Online Bidding
<b>Auction Location</b>	Leonardville Comm. BLDG
<b>Auction Offering</b>	Real Estate Only
<b>Auction Date</b>	6/18/2026
<b>Auction Start Time</b>	11:00 AM
<b>Broker Registration Req</b>	Yes
<b>Buyer Premium Y/N</b>	No
<b>Earnest Money Y/N</b>	Yes
<b>Earnest Amount %/\$</b>	10,000.00

## TERMS OF SALE

**Terms of Sale** Offered as a multi-parcel auction in 5 tracts, allowing buyers the opportunity to purchase individual tracts, combinations, or the entire property. Whichever combination of bids brings the highest overall price will be accepted. \$10,000 Earnest Money required for each tract and shall be paid the day of the auction with the balance due on or before July 20, 2026. The property is selling in "as is" condition and is accepted by the Buyer without any expressed or implied warranties. It is the Buyer's responsibility to have any and all inspections completed prior to bidding. Contact Riley County Planning and Development for zoning and sanitary regulations. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. If necessary, financing needs to be arranged and approved before the auction. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. Gene Francis & Associates and Gavel Roads are agents of the Seller. There is no Buyer's premium. Broker registration must be received no later than 24 hours prior to the auction.

## ADDITIONAL PICTURES



Aerial View



Aerial View



Aerial View



Aerial View



Aerial View



Front Of Structure



Back Of Structure



Dinina Area



Livina Room



Office



Office



Office



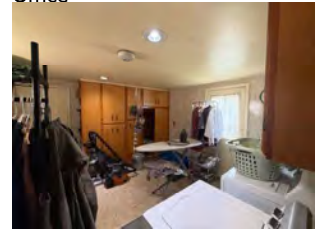
Dinina Area



Kitchen



Bathroom



Laundry



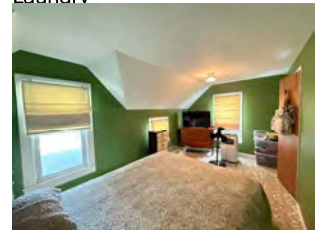
Laundry



Bedroom



Bedroom



Bedroom



Bedroom



Bedroom



Garage



Yard



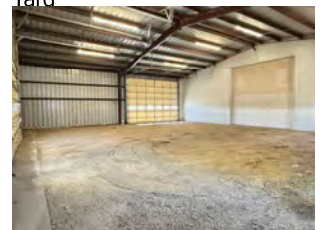
Garage



Out Buildings



Front Of Structure



Garage



Aerial View



Out Buildings



Out Buildings



Garage



Yard



Other



Other

**DISCLAIMER**

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# SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM (Residential)

1 **SELLER:** Roger and Kathleen Sundgren  
2 **PROPERTY:** 11969 Falcon Rd., Leonardville, KS 66449  
3

## 4 1. SELLER'S INSTRUCTIONS

5 SELLER agrees to disclose to BUYER all material defects, conditions and facts, past and present,  
6 **KNOWN TO SELLER** which may materially affect the value of the Property. This disclosure statement is  
7 designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers  
8 will rely on this information.  
9

## 10 2. NOTICE TO BUYER

11 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not  
12 a substitute for any inspections or warranties. It is not a warranty of any kind by SELLER or a warranty  
13 or representation by the Broker(s) or their licensees.  
14

## 15 3. OCCUPANCY

16 Approximate age of Property? 1890 How long have you owned? 60 yrs  
17 Does SELLER currently occupy the Property? Inherited 2026 Yes  No   
18 If not, how long has it been since SELLER occupied the Property? \_\_\_\_\_ years/months.  
19

## 20 4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH 21 SELLER'S LAND DISCLOSURE ALSO.)

- 22 (a) Fill or expansive soil on the Property? . . . . . Yes  No
- 23 (b) Sliding, settling, earth movement, upheaval or earth stability problems on  
24 the Property? . . . . . Yes  No
- 25 (c) Is the Property in a mapped Fort Riley noise zone? . . . . . Yes  No
- 26 (d) Is the Property in a mapped airport overlay district zone? . . . . . Yes  No
- 27 (e) In which Unified School District (USD) is the Property located? 378
- 28 (f) Is the Property or any portion thereof located in a flood zone or wetlands area,  
29 as designated by FEMA or any federal, state or local governmental agency? . . . . . Yes  No
- 30 (g) Do you pay flood insurance premiums? . . . . . Yes  No
- 31 (h) If yes, is it required by your current mortgage lender? . . . . . Yes  No
- 32 (i) Drainage or flood problems on the Property or adjacent properties? . . . . . Yes  No
- 33 (j) Are the boundaries of the Property marked in any way? . . . . . Yes  No
- 34 (k) Do you have a Certificate of Survey of the Property? If yes, attach copy . . . . . Yes  No
- 35 (l) Encroachments, boundary line disputes, or non-utility easements affecting  
36 the Property? . . . . . Yes  No
- 37 (m) Any fencing on the Property? . . . . . Yes  No
- 38 (n) If yes, does fencing belong to the Property? . . . . . Yes  No
- 39 (o) Diseased, dead, or damaged trees or shrubs on the Property? . . . . . Yes  No
- 40 (p) Gas/oil wells, lines or storage facilities on Property or adjacent property? . . . . . Yes  No

41 If any of the answers in this section are "Yes", explain in detail: \_\_\_\_\_

42 4j perimeter marked by fencing  
43 o natural progression

44 \_\_\_\_\_

45 \_\_\_\_\_

46 **5. ROOF:**

47 (a) Approximate Age: 1 year years  Unknown

48 Type: asphalt

49 (b) Any problems with the roof, flashing or rain gutters? ..... Yes  No

50 If so, what was the date of the occurrence? \_\_\_\_\_

51 (c) Any repairs to the roof, flashing or rain gutters? ... 2025 McGee Yes  No

52 Date of and company performing such repairs \_\_\_\_\_ / \_\_\_\_\_

53 (d) Any roof replacement? ..... Yes  No

54 If yes, was it:  Complete or  Partial

55 (e) What is the number of layers currently in place: 1 layers, or  Unknown.

56 If any of the answers in this section are "Yes", explain in detail below: (All available warranties and  
57 other documentation are attached) \_\_\_\_\_

58 \_\_\_\_\_

59 \_\_\_\_\_

60 \_\_\_\_\_

61 **6. INFESTATION – ARE YOU AWARE OF:**

62 (a) Any termites, wood destroying insects, or **other** pests on the Property? ..... Yes  No

63 (b) Any damage to the property by termites, wood destroying insects or **other**  
64 pests? ..... Yes  No

65 (c) Any termite, wood destroying insects or other pest control treatments on the  
66 Property in the last five years? ..... Yes  No

67 If yes, list company, *when and where* treated \_\_\_\_\_

68 (d) Any warranty, bait stations or other treatment coverage by a licensed pest  
69 control company on the Property? ..... Yes  No

70 If yes, the annual cost of service renewal is \$ \_\_\_\_\_ and the time remaining on the  
71 service contract is \_\_\_\_\_. (Check One)

72  The treatment system stays with the Property, or  the treatment system is subject to  
73 removal by the treatment company if annual service fee is not paid.

74 \_\_\_\_\_

75 If any of the answers in this section are "Yes", explain in detail (attach any receipts): \_\_\_\_\_  
76 D America Pest Management had system over 5 years ago.

77 \_\_\_\_\_

78 \_\_\_\_\_

79 \_\_\_\_\_

80 **7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS – ARE YOU AWARE OF:**

- 81 (a) Movement, shifting, deterioration, or other problems with walls, foundations,  
82 crawl space or slab? . . . . . Yes  No
- 83 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab,  
84 crawl space, basement floor or garage? . . . . . Yes  No
- 85 (c) Any corrective action taken including, but not limited to piercing or bracing? . . . . . Yes  No
- 86 (d) Any water leakage or dampness in the house, crawl space or basement? . . . . . Yes  No
- 87 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? . . . . . Yes  No
- 88 (f) Any problems with driveways, patios, decks, fences or retaining walls on  
89 the Property? . . . . . Yes  No
- 90 (g) Any problems with fireplace and/or chimney? . . . . . Yes  No
- 91 Date of last cleaning? \_\_\_\_\_
- 92 (h) Does the Property have a sump pump? . . . . . Yes  No
- 93 (i) Any repairs or other attempts to control the cause or effect of any problem  
94 described above? . . . . . Yes  No

95 **If any of the answers in this section are "Yes", explain in detail.** When describing repairs or control  
96 efforts, describe the location, extent, date, and name of the person who did the repair or control effort and  
97 attach, if available, any inspection reports, estimates or receipts: \_\_\_\_\_

98 7.B natural due to age  
99 F natural due to age  
100 \_\_\_\_\_  
101 \_\_\_\_\_

102 **8. ADDITIONS AND/OR REMODELING:**

- 103 (a) Are you aware of any additions, structural changes, or other material  
104 alterations to the Property? . . . . . Yes  No  <sup>KS</sup>

105 **If "Yes", explain:** Added of to the original House to the west  
106 \_\_\_\_\_

- 107 (b) If "Yes", were all necessary permits and approvals obtained, and was all  
108 work in compliance with building codes? . . . . . N/A  Yes  No

109 **If "No", explain:** \_\_\_\_\_  
110 \_\_\_\_\_

112 **9. PLUMBING RELATED ITEMS:**

- 113 (a) What is the drinking water source?  Public  Private  Well  Cistern
- 114 If well water, state type PVC casing depth 120 ft.
- 115 diameter 10" age 55 yrs.

- 116 (b) If the drinking water source is a well, when was the water last tested and what  
 117 was the result of the test? \_\_\_\_\_
- 118 (c) Is there a water softener on the Property? ..... Yes  No   
 119 (If so, is it:  Leased  Owned?)
- 120 (d) Is there a water purifier system? ..... Yes  No   
 121 (If so, is it:  Leased  Owned?)
- 122 (e) What type of sewage system serves the Property?  Public Sewer, or  Private Sewer, or  
 123  Septic System, or  Cesspool, or  Lagoon, or  Other \_\_\_\_\_
- 124 (f) If there is a septic system, is there a sewage pump on the septic system? ... Yes  No   
 125 (g) Is there a grinder pump system? ..... Yes  No   
 126 (h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system  
 127 last serviced? \_\_\_\_\_ By whom? \_\_\_\_\_
- 128 (i) Is there a sprinkler system? ..... Yes  No   
 129 Does sprinkler system cover full yard? ..... N/A  Yes  No   
 130 If "No", explain: \_\_\_\_\_
- 131 (j) Is there a back flow prevention device on the lawn sprinkling system, sewer  
 132 or pool? ..... Yes  No   
 133 Are city/county compliance inspections required? ..... Yes  No   
 134 If yes, date of last inspection \_\_\_\_\_
- 135 (k) Are you aware of any leaks, backups, or other problems relating to any of the plumbing,  
 136 water, and sewage related systems? ..... Yes  No   
 137 (l) Type of plumbing material currently used in the Property:

Copper  Galvanized  Other PEX

The location of the main water shut-off is cellar

(m) The location of the sewer line clean out trap is: Behind House

141 **If your answer to any of the questions in this section is "Yes", explain in detail and provide**  
 142 **available documentation:** 9a) have kept up on maintenance + replacement parts

147 **10. HEATING AND AIR CONDITIONING:**

- 148 (a) Does the Property have air conditioning? ..... Yes  No   
 149  Central Electric  Central Gas  Heat Pump  Window Unit(s)

Unit	Age of Unit	Leased	Owned	Location	Last Date Serviced/By Whom?
1.	All under 5 years old				
2.					

153 (b) Does the Property have heating systems? ..... Yes  No

154  Electric  Fuel Oil  Natural Gas  Heat Pump  Propane  Fuel Tank  Other \_\_\_\_\_

155 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

156 1. Baseboard heat

157 2. \_\_\_\_\_

158 (c) Are there rooms without heat or air conditioning? ..... Yes  No

159 If yes, which room(s)? \_\_\_\_\_

160 (d) Does the Property have a water heater? ..... Yes  No

161  Electric  Gas  Solar

162 Unit Age of Unit Capacity (gallons) Location Last Date Serviced/By Whom?

163 1. 5 years old laundry room

164 2. \_\_\_\_\_

165 (e) Are you aware of any problems regarding these items? ..... Yes  No

166 If your answer to question 10(c) and/or 10(e) in this section is "Yes", explain in detail: \_\_\_\_\_

167 \_\_\_\_\_

168 \_\_\_\_\_

169 \_\_\_\_\_

170 \_\_\_\_\_

171 **11. ELECTRICAL SYSTEM:**

172 (a) Type of material used:  Copper  Aluminum  Unknown

173 (b) Type of electrical panel(s):  Breaker  Fuse

174 Location of electrical panel(s): Mad Room

175 Size of electrical panel (total amps), if known: 200

176 (c) Are you aware of any problem with the electrical system? ..... Yes  No

177 If "Yes", explain in detail: \_\_\_\_\_

178 \_\_\_\_\_

179 \_\_\_\_\_

180 \_\_\_\_\_

181 \_\_\_\_\_

182 **12. HAZARDOUS CONDITIONS:**

183 (a) Underground tanks on the Property? ..... Yes  No

184 (b) Landfill on the Property? ..... Yes  No

- 185 (c) Toxic substances on the Property, (e.g. tires, batteries, etc.)? . . . . . Yes  No
- 186 (d) Has the Property been tested for any of the above listed items? . . . . . Yes  No
- 187 (e) Have you had the property tested for radon? . . . . . Yes  No
- 188 (f) Have you had the property tested for mold? . . . . . Yes  No
- 189 (g) Are you aware of any other environmental issues? . . . . . Yes  No
- 190 (h) Are you aware of any methamphetamine or controlled substances ever being  
191 used or manufactured on the Property? . . . . . Yes  No

192 **If your answer to any of the questions in this section is "Yes", explain in detail and attach test**

193 **results:** \_\_\_\_\_

194 \_\_\_\_\_

195 \_\_\_\_\_

196

197 **13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:**

- 198 (a) Are you aware of any current/pending bonds, assessments, or special taxes  
199 that apply to Property? . . . . . Yes  No

200 Amount: \$ \_\_\_\_\_

- 201 (b) Are you aware or have you received any notice of any condition or proposed  
202 change in your neighborhood or surrounding area? . . . . . Yes  No

- 203 (c) Is the Property subject to covenants, conditions, and restrictions of a  
204 Homeowner's Association or subdivision restrictions? . . . . . Yes  No

- 205 (d) Are you aware of any violations of such covenants and restrictions? . . . . . Yes  No

- 206 (e) Does the Homeowner's Association impose its own transfer fee when this  
207 Property is sold? . . . . . Yes  No

208 If "yes", what is the amount? \$ \_\_\_\_\_ .

- 209 (f) Homeowners Association dues in the amount of \$ \_\_\_\_\_ are payable  yearly  quarterly  
210  monthly. Homeowners Association contact name, phone number, website, or email address:

- 212 (g) Are you aware of any defect, damage, proposed change or problem with any  
213 common elements or common areas? . . . . . Yes  No

- 214 (h) Are you aware of any condition or claim which may result in any change to  
215 assessments or fees? . . . . . Yes  No

- 216 (i) Are streets privately owned? . . . . . Yes  No

- 217 (j) Is Property in a historic, conservation or special review district that  
218 requires any alterations or improvements to Property be approved by a  
219 board or commission? . . . . . Yes  No

- 220 (k) Is Property subject to tax abatement? . . . . . Yes  No

- 221 (l) Is Property subject to a right of first refusal? . . . . . Yes  No

222 **If the answer to any of the above questions is "Yes" except (c), explain in detail, including**

223 **amounts, if applicable:** \_\_\_\_\_

224 \_\_\_\_\_

225 \_\_\_\_\_

226 \_\_\_\_\_

227 **14. OTHER MATTERS:**

- 228 (a) Are you aware of any of the following?
  - 229  Party walls  Common areas  Easement Driveways ..... Yes  No
  - 230 (b) Are you aware of any fire damage to the Property? ..... Yes  No
  - 231 (c) Are there any liens, other than mortgage(s) currently on the Property? ..... Yes  No
  - 232 (d) Are there any violations of laws or regulations affecting the Property? ..... Yes  No
  - 233 (e) Are you aware of any other conditions that may materially and adversely affect  
234 the value or desirability of the Property? ..... Yes  No
  - 235 (f) Are you aware of any other condition, including but not limited to financial,  
236 that may prevent you from completing the sale of the Property? ..... Yes  No
  - 237 (g) Have you had a pet in the Property? ..... Yes  No
  - 238 (h) Are you aware of any general stains or pet stains to the carpet, the flooring  
239 or sub-flooring? ..... Yes  No
  - 240 (i) Do you have keys for all exterior doors, including garage doors in the  
241 home? ..... Yes  No

242 List locks without keys \_\_\_\_\_

- 243 (j) Are you aware of any violation of zoning, setbacks or restrictions, or  
244 non-conforming uses? ..... Yes  No
- 245 (k) Are you aware of any unrecorded interests affecting the Property? ..... Yes  No
- 246 (l) Are you aware of anything that would interfere with giving clear title to  
247 the BUYER? ..... Yes  No
- 248 (m) Are you aware of any existing or threatened condemnation or other legal  
249 action pertaining to the Property? ..... Yes  No
- 250 (n) Are you aware of any litigation or settlement of litigation pertaining to this  
251 Property? ..... Yes  No
- 252 (o) Have you added any insulation since you have owned the Property? ..... Yes  No
- 253 (p) Have you replaced any appliances that remain with the Property in the  
254 past five years? ..... Yes  No
- 255 (q) Are there any transferable warranties on the Property or any of its  
256 components? ..... Yes  No
- 257 (r) Have you made any insurance or other claims pertaining to this Property  
258 in the past 5 years? ..... Yes  No
- 259 (s) If yes, were repairs from claim(s) completed? ..... Yes  No
- 260 Are you aware of any use of synthetic stucco in the Property? ..... Yes  No

261 **If any of the answers in this section are "Yes", (except i), explain in detail:** \_\_\_\_\_

262 1679A, S Roof insurance claim

263 washer + Dryer about 5 yrs old

264 **15. UTILITIES:** Identify the name and phone number for utilities listed below.

265 Electric Company Name - Bluestem Phone \_\_\_\_\_

266 Propanu Gas Company Name - SAPP Another Phone 402-662-4435

267 Water Company Name - \_\_\_\_\_ Phone \_\_\_\_\_



268 **16. PERSONAL PROPERTY, EQUIPMENT AND APPLIANCES**

269 In consideration of Buyer completing the purchase of the property set forth in #1 above and for no  
270 additional value, it is agreed that the following items located in the subject property shall transfer to  
271 Buyer at closing:

272  
273 **Check if staying:**

- 274
- 275  Air Conditioning Window Units, # \_\_\_\_\_  Propane Tank  Stove Vent Hood/Downdraft
- 276  Central vac and attachments  Own  Lease  Sump Pump
- 277  Dishwasher  Refrigerator  Swimming Pool & Equipment
- 278  Fireplace insert Location of Refrigerator Kitchen  TV Antenna/Receiver/Satellite Dish
- 279  Garage door opener(s), # 2  Security System  Own  Lease
- 280  Garage Door Transmitter(s), # 2  Own  Lease  Water Softener and/or purifier
- 281  Laundry - Washer  Smart home devices (identify) \_\_\_\_\_  Own  Lease
- 282  Laundry - Dryer  Spa/Hot Tub/Sauna & Equipment  Window curtains and drapes
- 283  Microwave Oven  Statuary/Yard Art (identify) \_\_\_\_\_
- 284  Oven  Elec.  Gas  Convection  Stovetop  Elec.  Gas  Wood/pellet burning stove
- 285
- 286  Other Freezer in garage  Other \_\_\_\_\_  Other \_\_\_\_\_
- 287  Other \_\_\_\_\_  Other \_\_\_\_\_  Other \_\_\_\_\_
- 288  Other \_\_\_\_\_  Other \_\_\_\_\_  Other \_\_\_\_\_

289  
290 **17. ADDITIONAL DISCLOSURES**

291 Disclose any material information or property inspections and describe any significant repairs,  
292 improvements or alterations to Property not fully revealed above. If applicable, state who did the work.  
293 Attach to this disclosure any repair estimates, inspection reports, invoices, notices or other documents  
294 describing or referring to the matters revealed herein:  
295

296 11969 + 11985 Falcon share driveway, well + lagoon  
297 \_\_\_\_\_  
298 \_\_\_\_\_  
299 \_\_\_\_\_  
300 \_\_\_\_\_  
301 \_\_\_\_\_  
302 \_\_\_\_\_



**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.*

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

*RS* (ii) *KS* Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below:

*RS* (ii) *KS* Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment**

(c) Purchaser has (initial (i) or (ii) below):

(i) \_\_\_\_\_ received copies of all records and reports pertaining to lead-based paint and/ or lead-based paint hazards in the housing listed above.

(ii) \_\_\_\_\_ not received any records and reports regarding lead-based paint and/ or lead-based paint hazards in the housing.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home* (initial).

(e) Purchaser has (initial (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/ or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment** (initial or enter N/A if not applicable)

(f) JK Seller's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

(g) \_\_\_\_\_ Purchaser's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.<sup>1</sup>

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Shutterstock</u>	<u>4-17-26</u>	<u>Rose Sanchez</u>	<u>4-17-26</u>
Seller	Date	Seller	Date
<hr/>			
<u>John Rogge</u>	<u>4-17-26</u>		
Purchaser	Date	Purchaser	Date
<u>John Rogge</u>	<u>4-17-26</u>		
Seller's Agent	Date	Purchaser's Agent <sup>1</sup>	Date

**Paperwork Reduction Act**

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and record keeping burden for this collection of information is estimated to be 0.12 hours per response. comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

<sup>1</sup> Only required if the purchaser's agent receives compensation from the seller.

## MLS BIDDER PACKET



Aerial View

**MLS #** 672597  
**Status** Active  
**For Sale/Auction/For Rent** Auction  
**Address** 11985 Falcon Rd  
**Address 2**  
**City** Leonardville  
**Zip** 66449



### KEYWORDS

<b>AG Bedrooms</b>	3	<b>Approximate Age</b>	11 - 20 Years
<b>Total Bedrooms</b>	3.00	<b>Approx. AGLA</b>	1428
<b>AG Full Baths</b>	2	<b>Approx. BFA</b>	0.00
<b>Total Full Baths</b>	2	<b>Approx. TFLA</b>	1,428
<b>AG Half Baths</b>	0	<b>Number of Acres</b>	5.00
<b>Total Half Baths</b>	0		
<b>Total Baths</b>	2		
<b>Basement</b>	Yes - Unfinished		
<b>Levels</b>	One Story		

### GENERAL

<b>List Agent - Agent Name and Phone</b>	Lori Rogge - cell: 785-556-7162	<b>List Office - Office Name and Phone</b>	Gene Francis & Associates - Office: 785-556-7162
<b>Showing Phone</b>	785-556-7162	<b>Year Built</b>	2008
<b>Builder</b>		<b>County</b>	Riley
<b>Parcel ID</b>	081-121-02-0-00-00-005.00-0	<b>School District</b>	Riley C378
<b>Legal</b>	SE4 & E2 SW4 of 2-8-5E OR A tract of 5+/- acres of 2-8-5E, survey pending following auction.		

### ROOMS

<b>Master Bedroom Level</b>	Main	<b>Master Bedroom Dimensions</b>	12.9 x 15.3
<b>Master Bedroom Flooring</b>	Carpet	<b>Living Room Level</b>	Main
<b>Living Room Dimensions</b>	19.95 x 12.3	<b>Living Room Flooring</b>	Carpet
<b>Kitchen Level</b>	Main	<b>Kitchen Dimensions</b>	11 x 9.4
<b>Kitchen Flooring</b>	Laminate - Other	<b>Room 1 Type</b>	
<b>Room 2 Type</b>		<b>Room 3 Type</b>	
<b>Room 4 Level</b>	Main	<b>Room 4 Type</b>	Bedroom
<b>Room 4 Dimensions</b>	12.3 x 11.6	<b>Room 4 Flooring</b>	Carpet
<b>Room 5 Level</b>	Main	<b>Room 5 Type</b>	Bedroom
<b>Room 5 Dimensions</b>	10.7 x 10.7	<b>Room 5 Flooring</b>	Carpet
<b>Room 6 Level</b>		<b>Room 6 Type</b>	
<b>Room 6 Dimensions</b>		<b>Room 6 Flooring</b>	
<b>Room 7 Level</b>		<b>Room 7 Type</b>	
<b>Room 7 Dimensions</b>		<b>Room 7 Flooring</b>	
<b>Room 8 Level</b>		<b>Room 8 Type</b>	
<b>Room 8 Dimensions</b>		<b>Room 8 Flooring</b>	
<b>Room 9 Level</b>		<b>Room 9 Type</b>	
<b>Room 9 Dimensions</b>		<b>Room 9 Flooring</b>	

### DIRECTIONS

**Directions** From Leonardville, travel approximately 1 mile east to Falcon Rd. Turn north and travel approximately 1.5 miles to 11985 Falcon Rd on the west side of the road.

### FEATURES

<b>ARCHITECTURE</b>	<b>FLOOD INSURANCE</b>	<b>APPLIANCES</b>	<b>WARRANTY</b>
Ranch	Unknown	Dishwasher	No Warranty Provided
<b>EXTERIOR CONSTRUCTION</b>	<b>UTILITIES</b>	Disposal	<b>OWNERSHIP</b>
Frame	Lagoon	Microwave	Individual
<b>ROOF</b>	Private Water	Refrigerator	<b>PROPERTY CONDITION REPORT</b>
Composition	<b>BASEMENT / FOUNDATION</b>	Range/Oven	No
<b>LOT DESCRIPTION</b>	View Out	Washer	<b>DOCUMENTS ON FILE</b>
Standard	Walk Out Below Grade	Dryer	Sellers Prop. Disclosure

## FEATURES

<b>FRONTAGE</b>	Concrete	<b>MASTER BEDROOM</b>	Sellers Disclosure
Unpaved Frontage	<b>BASEMENT FINISH</b>	Master Bdrm on Main Level	<b>SHOWING INSTRUCTIONS</b>
<b>EXTERIOR AMENITIES</b>	None	Master Bedroom Bath	Appt Req-Call Showing #
Covered Patio	<b>COOLING</b>	<b>LAUNDRY</b>	<b>LOCKBOX</b>
Deck	Central	Main Floor	Other-See Private Remarks
Horses Allowed	<b>HEATING</b>	<b>INTERIOR AMENITIES</b>	<b>TYPE OF LISTING</b>
Storage Building(s)	Forced Air	Ceiling Fan(s)	Excl Agency w/Reserve
<b>GARAGE</b>	<b>DINING AREA</b>	Owned Water Softener	<b>AGENT TYPE</b>
Attached	Kitchen/Dining Combo	<b>POSSESSION</b>	Sellers Agent
	<b>KITCHEN FEATURES</b>	Negotiable	
	Eating Bar	<b>PROPOSED FINANCING</b>	
	Range Hood	Conventional	
	Laminate Counters	FHA	
		VA	

## PERSONAL PROPERTY

Personal Property

## FINANCIAL

<b>Assumable Y/N</b>	No	<b>HOA Y/N</b>	No
<b>Currently Rented Y/N</b>	No	<b>Earnest \$ Deposited With</b>	Charlson & Wilson
<b>Rental Amount</b>			
<b>General Property Taxes</b>	4500.00		
<b>General Tax Year</b>	2025		
<b>Total Specials</b>	\$0.00		

## PUBLIC REMARKS

**Public Remarks** LIVE & ONLINE MULTI PARCEL LAND AUCTION! Thursday, June 18, 11:00 AM at Leonardville Community Building, 118 N. Erpelding, Leonardville, KS. Online Bidding at gavelroads. Welcome to this well maintained 2008 ranch home on 5± acres, offering over 2,800 sq ft in a peaceful rural setting near Leonardville, KS. This home features 3 bedrooms, 2 bathrooms, and an open, functional layout with all living on the main level. Additional features include an unfinished walkout basement providing excellent opportunity for future expansion, a storm shelter, and 2 car attached garage. A storage shed adds utility to the property. The Falcon Rd property includes shared infrastructure, including a driveway, well and lagoon. Buyers are advised that a second wastewater system may be required depending on final parcel configuration. All buyers should contact Riley County Planning & Development regarding zoning, sanitary regulations, and any required approvals or variances. Surveys will be conducted following the auction, if needed. \*This property is part of a 400± acre multi-parcel auction offered in 5 tracts, including: Additional Falcon Rd tracts (farmstead and 80± acres and 155± acres), 80± acres at LK&W, and 80± acres at Walsburg Rd. Buyers may purchase individual tracts, combinations, or the entire property. Whichever combination yields the highest total bid will be accepted. Property taxes are estimated based on divided configuration. Total taxes for 2025 for the 240 acre parcel is \$9,207. Possession of the house will be by July 31 so the sellers can move out of state.

## AUCTION

<b>Type of Auction Sale</b>	Reserve
<b>Method of Auction</b>	Live w/Online Bidding
<b>Auction Location</b>	Leonardville Comm Bldg
<b>Auction Offering</b>	Real Estate Only
<b>Auction Date</b>	6/18/2026
<b>Auction Start Time</b>	11:00 AM
<b>Broker Registration Req</b>	Yes
<b>Buyer Premium Y/N</b>	No
<b>Earnest Money Y/N</b>	Yes
<b>Earnest Amount %/\$</b>	10,000.00

## TERMS OF SALE

**Terms of Sale** Offered as a multi-parcel auction in 5 tracts, allowing buyers the opportunity to purchase individual tracts, combinations, or the entire property. Whichever combination of bids brings the highest overall price will be accepted. \$10,000 Earnest Money required for each tract and shall be paid the day of the auction with the balance due on or before July 20, 2026. The property is selling in "as is" condition and is accepted by the Buyer without any expressed or implied warranties. It is the Buyer's responsibility to have any and all inspections completed prior to bidding. Contact Riley County Planning and Development for zoning and sanitary regulations. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. If necessary, financing needs to be arranged and approved before the auction. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. Gene Francis & Associates and Gavel Roads are agents of the Seller. There is no Buyer's premium. Broker registration must be received no later than 24 hours prior to the auction.

## ADDITIONAL PICTURES



Front Of Structure



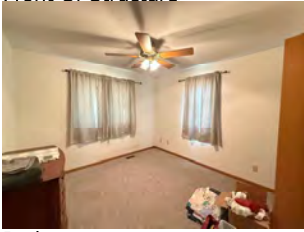
Office



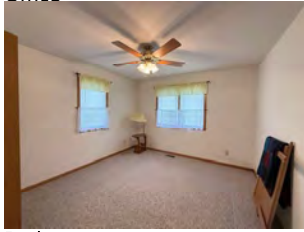
Living room



Bathroom



Bedroom



Bedroom



Kitchen



Kitchen



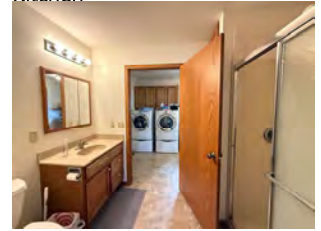
Kitchen



Kitchen



Bedroom



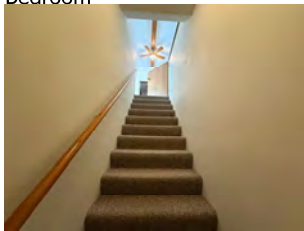
Bathroom



Laundry



Bedroom



Stairs



Basement



Basement



Basement



Mechanical in basement



Garage



Garage



Deck



Back Of Structure



Out Buildings



Back Of Structure

**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 2026 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



# SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM (Residential)

1 **SELLER:** Roger and Kathleen Sundgren  
2 **PROPERTY:** 11985 Falcon Rd., Leonardville, KS 66449  
3

## 4 1. SELLER'S INSTRUCTIONS

5 SELLER agrees to disclose to BUYER all material defects, conditions and facts, past and present,  
6 **KNOWN TO SELLER** which may materially affect the value of the Property. This disclosure statement is  
7 designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers  
8 will rely on this information.  
9

## 10 2. NOTICE TO BUYER

11 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not  
12 a substitute for any inspections or warranties. It is not a warranty of any kind by SELLER or a warranty  
13 or representation by the Broker(s) or their licensees.  
14

## 15 3. OCCUPANCY

16 Approximate age of Property? 2008 How long have you owned? Inherited 2006  
17 Does SELLER currently occupy the Property? Family owned since 2008 Yes  No   
18 If not, how long has it been since SELLER occupied the Property? 1 yr. years/months. rented  
19

## 20 4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH 21 SELLER'S LAND DISCLOSURE ALSO.)

- 22 (a) Fill or expansive soil on the Property? . . . . . Yes  No
- 23 (b) Sliding, settling, earth movement, upheaval or earth stability problems on  
24 the Property? . . . . . Yes  No
- 25 (c) Is the Property in a mapped Fort Riley noise zone? . . . . . Yes  No
- 26 (d) Is the Property in a mapped airport overlay district zone? . . . . . Yes  No
- 27 (e) In which Unified School District (USD) is the Property located? 378
- 28 (f) Is the Property or any portion thereof located in a flood zone or wetlands area,  
29 as designated by FEMA or any federal, state or local governmental agency? . . . . . Yes  No
- 30 (g) Do you pay flood insurance premiums? . . . . . Yes  No
- 31 (h) If yes, is it required by your current mortgage lender? . . . . . Yes  No
- 32 (i) Drainage or flood problems on the Property or adjacent properties? . . . . . Yes  No
- 33 (j) Are the boundaries of the Property marked in any way? . . . . . Yes  No
- 34 (k) Do you have a Certificate of Survey of the Property? If yes, attach copy . . . . . Yes  No
- 35 (l) Encroachments, boundary line disputes, or non-utility easements affecting  
36 the Property? . . . . . Yes  No
- 37 (m) Any fencing on the Property? . . . . . Yes  No
- 38 (n) If yes, does fencing belong to the Property? . . . . . Yes  No
- 39 (o) Diseased, dead, or damaged trees or shrubs on the Property? . . . . . Yes  No
- 40 (p) Gas/oil wells, lines or storage facilities on Property or adjacent property? . . . . . Yes  No

41 If any of the answers in this section are "Yes", explain in detail: \_\_\_\_\_

42 4j. perimeter marked by fencing  
43 b. natural progression  
44 \_\_\_\_\_

45 \_\_\_\_\_

46 \_\_\_\_\_

46 5. ROOF:

47 (a) Approximate Age: 18 years  Unknown

48 Type: Asphalt

49 (b) Any problems with the roof, flashing or rain gutters? ..... Yes  No

50 If so, what was the date of the occurrence? \_\_\_\_\_

51 (c) Any repairs to the roof, flashing or rain gutters? ..... Yes  No

52 Date of and company performing such repairs \_\_\_\_\_ / \_\_\_\_\_

53 (d) Any roof replacement? ..... Yes  No

54 If yes, was it:  Complete or  Partial Yes  No

55 (e) What is the number of layers currently in place: \_\_\_\_\_ layers, or  Unknown.

56 If any of the answers in this section are "Yes", explain in detail below: (All available warranties and

57 other documentation are attached) \_\_\_\_\_

58 \_\_\_\_\_

59 \_\_\_\_\_

60 \_\_\_\_\_

61 \_\_\_\_\_

62 6. INFESTATION – ARE YOU AWARE OF:

63 (a) Any termites, wood destroying insects, or **other** pests on the Property? ..... Yes  No

64 (b) Any damage to the property by termites, wood destroying insects or **other**

65 pests? ..... Yes  No

66 (c) Any termite, wood destroying insects or other pest control treatments on the

67 Property in the last five years? ..... Yes  No

86 If yes, list company, when and where treated \_\_\_\_\_

69 (d) Any warranty, bait stations or other treatment coverage by a licensed pest

70 control company on the Property? ..... Yes  No

71 If yes, the annual cost of service renewal is \$ \_\_\_\_\_ and the time remaining on the

72 service contract is \_\_\_\_\_. (Check One)

73  The treatment system stays with the Property, or  the treatment system is subject to

74 removal by the treatment company if annual service fee is not paid.

75 If any of the answers in this section are "Yes", explain in detail (attach any receipts): \_\_\_\_\_

76 Y

77 \_\_\_\_\_

78 \_\_\_\_\_

79 \_\_\_\_\_

80 **7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS – ARE YOU AWARE OF:**

- 81 (a) Movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? . . . . . Yes  No
- 82 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? . . . . . Yes  No
- 83 (c) Any corrective action taken including, but not limited to piercing or bracing? . . . . . Yes  No
- 84 (d) Any water leakage or dampness in the house, crawl space or basement? . . . . . Yes  No
- 85 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? . . . . . Yes  No
- 86 (f) Any problems with driveways, patios, decks, fences or retaining walls on the Property? . . . . . Yes  No
- 87 (g) Any problems with fireplace and/or chimney? . . . . . Yes  No
- 88 Date of last cleaning? \_\_\_\_\_
- 89 (h) Does the Property have a sump pump? . . . . . Yes  No
- 90 (i) Any repairs or other attempts to control the cause or effect of any problem described above? . . . . . Yes  No

91 **If any of the answers in this section are "Yes", explain in detail. When describing repairs or control efforts, describe the location, extent, date, and name of the person who did the repair or control effort and attach, if available, any inspection reports, estimates or receipts: \_\_\_\_\_**

92 7 b. + 8 natural due to age  
93 \_\_\_\_\_  
94 \_\_\_\_\_  
95 \_\_\_\_\_  
96 \_\_\_\_\_  
97 \_\_\_\_\_

100 **8. ADDITIONS AND/OR REMODELING:**

- 101 (a) Are you aware of any additions, structural changes, or other material alterations to the Property? . . . . . Yes  No

102 **If "Yes", explain:** \_\_\_\_\_

- 103 (b) If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? . . . . . N/A  Yes  No

104 **If "No", explain:** \_\_\_\_\_

105 \_\_\_\_\_

106 **9. PLUMBING RELATED ITEMS:**

- 107 (a) What is the drinking water source?  Public  Private  Well  Cistern
- 108 If well water, state type PVC casing depth 120 ft.
- 109 diameter 10" age 55 yrs.

- 116 (b) If the drinking water source is a well, when was the water last tested and what  
 117 was the result of the test? \_\_\_\_\_
- 118 (c) Is there a water softener on the Property? ..... Yes  No   
 119 (If so, is it:  Leased  Owned?)
- 120 (d) Is there a water purifier system? ..... Yes  No   
 121 (If so, is it:  Leased  Owned?)
- 122 (e) What type of sewage system serves the Property?  Public Sewer, or  Private Sewer, or  
 123  Septic System, or  Cesspool, or  Lagoon, or  Other \_\_\_\_\_
- 124 (f) If there is a septic system, is there a sewage pump on the septic system? ... Yes  No   
 125 (g) Is there a grinder pump system? ..... Yes  No   
 126 (h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system  
 127 last serviced? \_\_\_\_\_ By whom? \_\_\_\_\_
- 128 (i) Is there a sprinkler system? ..... Yes  No   
 129 Does sprinkler system cover full yard? ..... N/A  Yes  No
- 130 If "No", explain: \_\_\_\_\_
- 131 (j) Is there a back flow prevention device on the lawn sprinkling system, sewer  
 132 or pool? ..... Yes  No   
 133 Are city/county compliance inspections required? ..... Yes  No
- 134 If yes, date of last inspection \_\_\_\_\_
- 135 (k) Are you aware of any leaks, backups, or other problems relating to any of the plumbing,  
 136 water, and sewage related systems? ..... Yes  No   
 137 (l) Type of plumbing material currently used in the Property:
- 138  Copper  Galvanized  Other PVC
- 139 The location of the main water shut-off is basement
- 140 (m) The location of the sewer line clean out trap is: west of house

141 If your answer to any of the questions in this section is "Yes", explain in detail and provide  
 142 available documentation: we have kept up on maintenance + replacement  
 143 parts

147 **10. HEATING AND AIR CONDITIONING:**

- 148 (a) Does the Property have air conditioning? ..... Yes  No   
 149  Central Electric  Central Gas  Heat Pump  Window Unit(s)
- | Unit | Age of Unit | Leased | Owned | Location | Last Date Serviced/By Whom? |
|------|-------------|--------|-------|----------|-----------------------------|
| 1.   | <u>2006</u> |        |       |          |                             |
| 2.   |             |        |       |          |                             |

153 (b) Does the Property have heating systems? ..... Yes  No   
154  Electric  Fuel Oil  Natural Gas  Heat Pump  Propane  Fuel Tank  Other \_\_\_\_\_  
155 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

156 1. 2000

157 2. \_\_\_\_\_

158 (c) Are there rooms without heat or air conditioning? ..... Yes  No

159 If yes, which room(s)? \_\_\_\_\_

160 (d) Does the Property have a water heater? ..... Yes  No

161  Electric  Gas  Solar  
162 Unit Age of Unit Capacity (gallons) Location Last Date Serviced/By Whom?

163 1. \_\_\_\_\_

164 2. \_\_\_\_\_

165 (e) Are you aware of any problems regarding these items? ..... Yes  No

166 If your answer to question 10(c) and/or 10(e) in this section is "Yes", explain in detail: \_\_\_\_\_  
167 \_\_\_\_\_  
168 \_\_\_\_\_  
169 \_\_\_\_\_  
170 \_\_\_\_\_

171 **11. ELECTRICAL SYSTEM:**

172 (a) Type of material used:  Copper  Aluminum  Unknown

173 (b) Type of electrical panel(s):  Breaker  Fuse

174 Location of electrical panel(s): garage

175 Size of electrical panel (total amps), if known: \_\_\_\_\_

176 (c) Are you aware of any problem with the electrical system? ..... Yes  No

177 If "Yes", explain in detail: \_\_\_\_\_

178 Has its own meter

179 \_\_\_\_\_  
180 \_\_\_\_\_  
181 \_\_\_\_\_

182 **12. HAZARDOUS CONDITIONS:**

183 (a) Underground tanks on the Property? ..... Yes  No

184 (b) Landfill on the Property? ..... Yes  No

- 185 (c) Toxic substances on the Property, (e.g. tires, batteries, etc.)? . . . . . Yes  No
- 186 (d) Has the Property been tested for any of the above listed items? . . . . . Yes  No
- 187 (e) Have you had the property tested for radon? . . . . . Yes  No
- 188 (f) Have you had the property tested for mold? . . . . . Yes  No
- 189 (g) Are you aware of any other environmental issues? . . . . . Yes  No
- 190 (h) Are you aware of any methamphetamine or controlled substances ever being  
191 used or manufactured on the Property? . . . . . Yes  No

192 **If your answer to any of the questions in this section is "Yes", explain in detail and attach test**

193 **results:** \_\_\_\_\_

194 \_\_\_\_\_

195 \_\_\_\_\_

196

197 **13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:**

- 198 (a) Are you aware of any current/pending bonds, assessments, or special taxes  
199 that apply to Property? . . . . . Yes  No

200 Amount: \$ \_\_\_\_\_

- 201 (b) Are you aware or have you received any notice of any condition or proposed  
202 change in your neighborhood or surrounding area? . . . . . Yes  No

- 203 (c) Is the Property subject to covenants, conditions, and restrictions of a  
204 Homeowner's Association or subdivision restrictions? . . . . . Yes  No

- 205 (d) Are you aware of any violations of such covenants and restrictions? . . . . . Yes  No

- 206 (e) Does the Homeowner's Association impose its own transfer fee when this  
207 Property is sold? . . . . . Yes  No

208 If "yes", what is the amount? \$ \_\_\_\_\_ .

- 209 (f) Homeowners Association dues in the amount of \$ \_\_\_\_\_ are payable  yearly  quarterly  
210  monthly. Homeowners Association contact name, phone number, website, or email address:

- 212 (g) Are you aware of any defect, damage, proposed change or problem with any  
213 common elements or common areas? . . . . . Yes  No

- 214 (h) Are you aware of any condition or claim which may result in any change to  
215 assessments or fees? . . . . . Yes  No

- 216 (i) Are streets privately owned? . . . . . Yes  No

- 217 (j) Is Property in a historic, conservation or special review district that  
218 requires any alterations or improvements to Property be approved by a  
219 board or commission? . . . . . Yes  No

- 220 (k) Is Property subject to tax abatement? . . . . . Yes  No

- 221 (l) Is Property subject to a right of first refusal? . . . . . Yes  No

222 **If the answer to any of the above questions is "Yes" except (c), explain in detail, including**

223 **amounts, if applicable:** \_\_\_\_\_

224 \_\_\_\_\_

225 \_\_\_\_\_

226 \_\_\_\_\_

227 **14. OTHER MATTERS:**

- 228 (a) Are you aware of any of the following? Yes  No
- 229  Party walls  Common areas  Easement Driveways . . . . .
- 230 (b) Are you aware of any fire damage to the Property? . . . . . Yes  No
- 231 (c) Are there any liens, other than mortgage(s) currently on the Property? . . . . . Yes  No
- 232 (d) Are there any violations of laws or regulations affecting the Property? . . . . . Yes  No
- 233 (e) Are you aware of any other conditions that may materially and adversely affect  
234 the value or desirability of the Property? . . . . . Yes  No
- 235 (f) Are you aware of any other condition, including but not limited to financial,  
236 that may prevent you from completing the sale of the Property? . . . . . Yes  No
- 237 (g) Have you had a pet in the Property? . . . . . Yes  No
- 238 (h) Are you aware of any general stains or pet stains to the carpet, the flooring  
239 or sub-flooring? . . . . . Yes  No
- 240 (i) Do you have keys for all exterior doors, including garage doors in the  
241 home? . . . . . Yes  No

242 List locks without keys \_\_\_\_\_

- 243 (j) Are you aware of any violation of zoning, setbacks or restrictions, or  
244 non-conforming uses? . . . . . Yes  No
- 245 (k) Are you aware of any unrecorded interests affecting the Property? . . . . . Yes  No
- 246 (l) Are you aware of anything that would interfere with giving clear title to  
247 the BUYER? . . . . . Yes  No
- 248 (m) Are you aware of any existing or threatened condemnation or other legal  
249 action pertaining to the Property? . . . . . Yes  No
- 250 (n) Are you aware of any litigation or settlement of litigation pertaining to this  
251 Property? . . . . . Yes  No
- 252 (o) Have you added any insulation since you have owned the Property? . . . . . Yes  No
- 253 (p) Have you replaced any appliances that remain with the Property in the  
254 past five years? . . . . . Yes  No
- 255 (q) Are there any transferable warranties on the Property or any of its  
256 components? . . . . . Yes  No
- 257 (r) Have you made any insurance or other claims pertaining to this Property  
258 in the past 5 years? . . . . . Yes  No
- 259 (s) If yes, were repairs from claim(s) completed? . . . . . Yes  No
- 260 Are you aware of any use of synthetic stucco in the Property? . . . . . Yes  No

261 **If any of the answers in this section are "Yes", (except i), explain in detail:** \_\_\_\_\_

262 p) stove  
263 \_\_\_\_\_

264 **15. UTILITIES:** Identify the name and phone number for utilities listed below.

265 Electric Company Name - BlueStem Phone \_\_\_\_\_

266 Gas Company Name - \_\_\_\_\_ Phone \_\_\_\_\_

267 Water Company Name - \_\_\_\_\_ Phone \_\_\_\_\_

268 **16. PERSONAL PROPERTY, EQUIPMENT AND APPLIANCES**

269 In consideration of Buyer completing the purchase of the property set forth in #1 above and for no  
270 additional value, it is agreed that the following items located in the subject property shall transfer to  
271 Buyer at closing:

272  
273 **Check if staying:**

- 274
- 275  Air Conditioning Window Units, # \_\_\_\_\_  Propane Tank  Stove Vent Hood/Downdraft
- 276  Central vac and attachments  Own  Lease  Sump Pump
- 277  Dishwasher  Refrigerator  Swimming Pool & Equipment
- 278  Fireplace insert Location of Refrigerator \_\_\_\_\_  TV Antenna/Receiver/Satellite Dish
- 279  Garage door opener(s), # 2  Security System  Own  Lease
- 280  Garage Door Transmitter(s), # 2  Own  Lease  Water Softener and/or purifier
- 281  Laundry - Washer  Smart home devices (identify) \_\_\_\_\_  Own  Lease
- 282  Laundry - Dryer  Spa/Hot Tub/Sauna & Equipment  Window curtains and drapes
- 283  Microwave Oven  Statuary/Yard Art (identify) \_\_\_\_\_
- 284  Oven  Elec.  Gas  Convection  Stovetop  Elec.  Gas  Wood/pellet burning stove
- 285
- 286  Other \_\_\_\_\_  Other \_\_\_\_\_  Other \_\_\_\_\_
- 287  Other \_\_\_\_\_  Other \_\_\_\_\_  Other \_\_\_\_\_
- 288  Other \_\_\_\_\_  Other \_\_\_\_\_  Other \_\_\_\_\_

289  
290 **17. ADDITIONAL DISCLOSURES**

291 Disclose any material information or property inspections and describe any significant repairs,  
292 improvements or alterations to Property not fully revealed above. If applicable, state who did the work.  
293 Attach to this disclosure any repair estimates, inspection reports, invoices, notices or other documents  
294 describing or referring to the matters revealed herein:

295 Storm shelter in basement

296 Gravel drainage, PVC drains to east

297 \_\_\_\_\_

298 11969 + 11985 Falcon share driveway, well, lagoon

299 \_\_\_\_\_

300 \_\_\_\_\_

301 \_\_\_\_\_

302 \_\_\_\_\_

303 The undersigned SELLER represents that the information set forth in the foregoing Disclosure Statement  
304 is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or  
305 guarantee of any kind. SELLER hereby authorizes their agent to provide this information to prospective  
306 BUYER of the property and to real estate brokers and salespeople. **SELLER will promptly notify**  
307 **Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to**  
308 **Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER,**  
309 **in writing, of such changes. (Initial and date any changes and/or attach a list of additional**  
310 **changes. If attached, # \_\_\_\_\_ of pages).**

311  
312 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

313  
314  
315 Matthew Suljan 4-17-26 Rose Sudgen 4-17-26  
316 SELLER DATE SELLER DATE

317 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 318  
319 1. I understand and agree that the information in this form is limited to information of which SELLER has  
320 actual knowledge and that SELLER need only make an honest effort at fully revealing the information  
321 requested.  
322 2. This property is being sold to me without warranties or guaranties of any kind by SELLER or Broker(s)  
323 or agents concerning the condition or value of the Property.  
324 3. I agree to verify any of the above information, and any other important information provided by  
325 SELLER or Broker (including any information obtained through the Multiple Listing Service) by an  
326 independent investigation of my own. I have been specifically advised to have Property examined by  
327 professional inspectors.  
328 4. I acknowledge that neither SELLER nor Broker is an expert at detecting or repairing physical defects  
329 in Property.  
330 5. I specifically represent that there are no important representations concerning the condition or value of  
331 Property made by SELLER or Broker on which I am relying except as may be fully set forth in writing  
332 and signed by them.

333  
334  
335  
336 BUYER DATE BUYER DATE

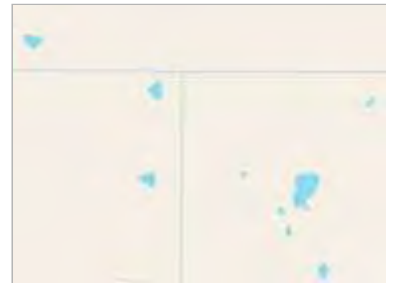
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Seller's Disclosure and Condition of Property Addendum-2019  
Page 9 of 9

## MLS BIDDER PACKET



**MLS #** 672596  
**Status** Active  
**For Sale/Auction/For Rent** Auction  
**Class** Land  
**Property Type** Farm  
**County** Riley  
**Address** 0 Falcon Rd  
**Address 2**  
**City** Leonardville  
**State** KS  
**Zip** 66449



## GENERAL

**List Agent - Agent Name and Phone** Lori Rogge - cell: 785-556-7162  
**List Office - Office Name and Phone** Gene Francis & Associates - Office: 785-556-7162  
**Showing Phone** 785-556-7162  
**Zoning Usage** Agriculture  
**Parcel ID** 081-121-02-0-00-00-005.00-0  
**Number of Acres** 155.00  
**Lot Size/SqFt** 6,751,800  
**School District** Riley County School District (USD 378)  
**Legal** SE $\frac{1}{4}$  and E $\frac{1}{2}$  SW $\frac{1}{4}$  of 2-8-5E OR a tract of 155 +/- acres if survey pending

## DIRECTIONS

**Directions** From Leonardville, travel approximately 1 mile east to Falcon Rd. Turn north and travel approximately 1 mile to Falcon Rd. Property on the west side of the road and can be accessed off LK&W back to the west.

## FEATURES

<b>SHAPE / LOCATION</b> Irregular	<b>DOCUMENTS ON FILE</b> Sellers Prop. Disclosure	<b>BUILDER OPTIONS</b> Open Builder	<b>OTHER LEASES</b> None
<b>TOPOGRAPHIC</b> Pond/Lake Stream/River Treeline Partially Wooded	<b>FLOOD INSURANCE</b> Unknown	<b>AG CLASS</b> Class I Class II Class III Class IV Class V Class VI	<b>PONDS</b> Stream 1-4 Spring
<b>PRESENT USAGE</b> Hay (Various Types) Pasture Recreational Tillable	<b>SALE OPTIONS</b> None	<b>CROPS</b> Corn Soybeans	<b>PROPERTY USE</b> Agricultural Farm Row Crops Pasture Recreation
<b>ROAD FRONTAGE</b> Gravel	<b>PROPOSED FINANCING</b> Conventional Government Agency	<b>FARM TYPE</b> Livestock	<b>RESTRICTIONS / EASEMENTS</b> None
<b>UTILITIES AVAILABLE</b> Unknown	<b>POSSESSION</b> At Closing	<b>FENCING</b> Barbed Wire	<b>TERRAIN</b> Native Grass Terraced Level Rolling
<b>IMPROVEMENTS</b> Fencing	<b>SHOWING INSTRUCTIONS</b> Call Showing #	<b>IRRIGATION</b> No	
<b>OUTBUILDINGS</b> None	<b>LOCKBOX</b> None	<b>MINERALS</b> Rights Included	
<b>MISCELLANEOUS FEATURES</b> None	<b>AGENT TYPE</b> Sellers Agent		
	<b>OWNERSHIP</b> Individual		
	<b>TYPE OF LISTING</b> Excl Agency w/Reserve		

## FINANCIAL

**Assumable Y/N** No  
**General Taxes** \$1,000.00  
**General Tax Year** 2025  
**Total Specials** \$0.00  
**HOA Y/N** No  
**Earnest \$ Deposited With** Charlson & Wilson

## PUBLIC REMARKS

**Public Remarks** LIVE & ONLINE MULTI PARCEL LAND AUCTION! Thursday, June 18 , 11:00 AM at Leonardville Community Building, 118 N. Erpelling, Leonardville, KS. Online Bidding at gavelroads. This 155± acre tract offers a strong combination of productive cropland, pasture, and recreational appeal in a highly desirable location. The property features rolling topography with of 68± acres of corn, along with established waterways and conservation improvements. Highlights include: \*Two spring fed ponds, 2± acre stocked horseshoe shaped pond \*Creek running through the property \*Perimeter fencing along north and west boundaries \*Terrace and waterway improvements within the last 5 years Excellent opportunity for farming, grazing, hunting, or long term investment. \*This property is part of a 400± acre multi-parcel auction offered in 5 tracts, including: Additional Falcon Rd tracts (house and 5± acres and farmhouse and 80± acres), 80± acres at LK&W, 80± acres at Walsburg Rd. Buyers may purchase individual tracts, combinations, or the entire property. Whichever combination yields the highest total bid will be accepted. Property taxes are estimated based on divided configuration. Total taxes for 2025 for the 240 acre parcel is \$9,207. Travel easement added onto parcel at the north end, if needed. Surveys will be conducted following auction if any parcels sell separately.

## AUCTION

Type of Auction Sale	Reserve
Method of Auction	Live w/Online Bidding
Auction Location	Leonardville Comm. BULDG
Auction Offering	Real Estate Only
Auction Date	6/18/2026
Auction Start Time	11:00 AM
Auction End Date	
Broker Registration Req	Yes
Broker Reg Deadline	24 hours prior to auction
Buyer Premium Y/N	No
Earnest Money Y/N	Yes
Earnest Amount %/\$	10,000.00

## TERMS OF SALE

**Terms of Sale** Offered as a multi-parcel auction in 5 tracts, allowing buyers the opportunity to purchase individual tracts, combinations, or the entire property. Whichever combination of bids brings the highest overall price will be accepted. \$10,000 Earnest Money required for each tract and shall be paid the day of the auction with the balance due on or before July 20, 2026. The property is selling in "as is" condition and is accepted by the Buyer without any expressed or implied warranties. It is the Buyer's responsibility to have any and all inspections completed prior to bidding. Contact Riley County Planning and Development for zoning and sanitary regulations. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. If necessary, financing needs to be arranged and approved before the auction. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. Gene Francis & Associates and Gavel Roads are agents of the Seller. There is no Buyer's premium. Broker registration must be received no later than 24 hours prior to the auction.

## ADDITIONAL PICTURES





## **DISCLAIMER**

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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 2026 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



# SELLER'S AGRICULTURAL LAND PROPERTY DISCLOSURE STATEMENT

Document updated:  
December 2014

**SELLER:**

Roger and Kathleen Sundgren

**DATE:**

**PROPERTY ADDRESS:**

11969 Falcon Rd., Leonardville, KS 66449

**LEGAL DESCRIPTION:** SE¼ and E½ SW¼ of 2-8-5E

## Part 1. MESSAGE TO THE SELLER:

### 1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this SELLER'S Agricultural Land Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

### 2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
  - (1) Review this Statement and any attachments carefully;
  - (2) Verify all the important information concerning the Property;
  - (3) Attach all available supporting documentation on the Property;
  - (4) Use explanation lines as requested and when necessary; and
  - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

### 3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

  
SELLER'S INITIALS

  
SELLER'S INITIALS

## Part 2. MESSAGE TO THE BUYER:

### 1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.

B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

A. BUYER has an obligation under this Statement to:

- (1) Review this Statement and any attachments carefully;
- (2) Verify all the important information about the condition of the Property contained in this Statement;
- (3) Ask the SELLER about any incomplete or inadequate responses;
- (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
- (5) Review all other applicable documents concerning the Property;
- (6) Conduct personal or professional inspections of the Property; and
- (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.

B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS

BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

- 1. Approximate date that SELLER acquired the Property: Feb. of 2026 lived here 60 years
- 2. What is the current zoning of the Property? Ag.

Part 4. WATER AND SEWAGE SYSTEMS:

- 1. What is the water source on the Property?  Public Water  Private Water  Well  Cistern  Other  None
- 2. If the water source is a Well, please state: Type PVC casing Depth 120 ft.  
Diameter 10 inch Age 55 years
- 3. If the water source is a Well, has the water originating from the well ever been tested?  Yes  No  
If Yes, please provide the results of such tests in separate documentation.
- 4. Does the Property have any sewage facilities on or connected to it?  Yes  No  
If Yes, please specify:  Public Sewer  Private Sewer  Septic System  Lagoon  Grinder Pump  Cesspool
- 5. If there are sewage facilities on or connected to the Property, when were they last serviced? \_\_\_\_\_
- 6. Are you aware of any problems relating to the water systems or sewage facilities on the Property?  Yes  No  
If Yes, please explain: \_\_\_\_\_

7. Additional Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Part 5. ELECTRICAL AND NATURAL GAS SYSTEMS:**

- 1. Is there electrical service connected to the Property?  Yes  No
- 2. If there is electrical service connected to the Property, is there a meter?  Yes  No
- 3. If there is no electrical service connected to the Property, what is the distance to the electrical service? \_\_\_\_\_
- 4. Is natural gas connected to the Property?  Yes  No
- 5. If there is no natural gas connected to the Property, what is the distance to the nearest source? \_\_\_\_\_
- 6. Is there a natural gas well on the Property?  Yes  No
- 7. If there is a natural gas well on the Property, can the natural gas well be used by the surface occupant?  Yes  No
- 8. Are you aware of any additional costs to hook up utilities to the Property?  Yes  No

If Yes, please explain: \_\_\_\_\_  
 1. Shop and Hoage on same meter  
 11969 Falcon Rd, Leonardville  
 11985 has it's own meter

9. Additional Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Part 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):**

- 1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency (FEMA)?  Yes  No
- 2. Are you aware of any drainage or flood problems on the Property or adjacent properties?  Yes  No
- 3. Have any neighbors complained that the Property causes drainage problems?  Yes  No
- 4. Has the Property had a stake survey?  Yes  No  
If Yes, please attach a copy of the stake survey.
- 5. Are the boundaries of the Property marked in any way?  Yes  No
- 6. Do you have an Improvement Location Certificate (ILC) for the Property?  Yes  No  
If Yes, please attach a copy of the Improvement Location Certification (ILC).
- 7. Is there fencing on the Property?  Yes  No  
If Yes, does the fencing belong to the Property?  Yes  No
- 8. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property?  Yes  No
- 9. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways?  Yes  No  
If Yes, is the Property owner responsible for the maintenance of any such shared features?  Yes  No
- 10. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property?  Yes  No
- 11. Are you aware of any state-listed or county-listed weeds on the Property now or during the last growing season?  Yes  No
- 12. Has the Property received any notice for non-compliance with the noxious weed law?  Yes  No
- 13. Is there currently a lien on the Property due to actions taken under the noxious weed law?  Yes  No

14. If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part 7. HAZARDOUS CONDITIONS:**

- 1. Are you aware of any underground storage tanks on or near this Property?  Yes  No
- 2. Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions)?  Yes  No
- 3. Are you in possession of any previous environmental reports (e.g., Phase 1 Environmental Reports)?  Yes  No  
If Yes, please attach a copy of the environmental reports.
- 4. Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property?  Yes  No
- 5. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)?  Yes  No
- 6. Are you aware of any natural gas/oil wells, lines or storage facilities on the Property?  Yes  No
- 7. Are you aware of any other environmental conditions on the Property?  Yes  No
- 8. Have any other environmental inspections or tests been conducted on the Property?  Yes  No
- 9. If you have answered "Yes" to any of the questions in Part 7, please attach documentation and explain here: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part 8. OTHER MATTERS:**

**Are you aware of:**

- 1. Any violation of zoning, setbacks or restrictions or of a non-conforming use?  Yes  No
- 2. Any violation of laws or regulations affecting the Property?  Yes  No
- 3. Any existing or threatened legal action pertaining to the Property?  Yes  No
- 4. Any litigation or settlement pertaining to the Property?  Yes  No
- 5. Any current or future special assessment pertaining to the Property?  Yes  No
- 6. Any other conditions that may materially and adversely affect the value or desirability of the Property?  Yes  No
- 7. Any other condition that may prevent you from completing the sale of the Property?  Yes  No
- 8. Any burial grounds on the Property?  Yes  No

9. Any leases on the Property?  Yes  No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating the Property:

*Custom work by Mike Nelson*

10. Any easements or leases on the Property regarding wind energy?  Yes  No

If Yes, please attach a copy of the easement or lease agreement.

11. Any public authority contemplating condemnation proceedings?  Yes  No

12. Any government rule limiting the future use of the Property other than existing zoning regulations?  Yes  No

13. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property?  Yes  No

14. Has the Property been entered into, enrolled or placed into any government farm or conservation program?  Yes  No

15. Any interest in all or part of the Property that has been reserved by the previous owner or government action?  Yes  No

16. Any unrecorded interests affecting the Property?  Yes  No

17. Anything that would interfere in passing clear title to the BUYER?  Yes  No

18. If you have answered "Yes" to any of the questions in Part 8, please attach documentation and explain here:

19. Additional Comments:

**Part 9. SELLER'S OWNERSHIP OF PROPERTY INTERESTS:**

SELLER owns:

1. Mineral rights?  Yes  No  Portion of Rights

2. Crops?  Yes  No  Portion of Rights

3. Conservation Reserve Program (CRP) payments?  Yes  No  Portion of Rights

4. Water rights?  Yes  No  Portion of Rights

5. If you have checked "No" or "Portion of Rights" to any of the questions in Part 9, please attach documentation and explain here:

*Planting to Corn and Soybeans Buyer will receive  
32+/- acres corn on <sup>north</sup> west  
36+/- acres corn on south west off LK+W  
50+/- acres beans on south east at LK+W + Falcon Rd.*

6. Additional Comments:

**Part 10. ACKNOWLEDGEMENT AND AGREEMENT:**

1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
3. BUYER acknowledges that BUYER has received, read and understood a signed copy of the SELLER'S Agricultural Land Property Disclosure Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.
4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised by the SELLER to have the Property examined by professional inspectors.
6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

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**CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

*Theresa Sullivan*                      4-17-26  
SELLER'S SIGNATURE                      DATE

*Roslyn Brudson*                      4-17-26  
BUYER'S SIGNATURE                      DATE

\_\_\_\_\_  
SELLER'S SIGNATURE                      DATE

\_\_\_\_\_  
BUYER'S SIGNATURE                      DATE



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By: [Signature]
Michael J. Nolan
President

ATTEST: [Signature]
Marjorie Nemzura
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.





## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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ALTA Commitment for Title Insurance (7-1-21) w-KS Mod

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The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not be liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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ALTA Commitment for Title Insurance (7-1-21) w-KS Mod





- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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# CHICAGO TITLE INSURANCE COMPANY

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: **Charlson & Wilson Bonded Abstracters, Inc.**

Issuing Office: **111 N. 4th Street, Manhattan, KS 66502**

Issuing Office's ALTA® Registry ID: **0001229**

Loan ID Number:

Commitment Number:

Issuing Office File Number: **38426**

Property Address: **11969 Falcon Rd, Leonardville, KS 66449**

## SCHEDULE A

1. Commitment Date: **February 25, 2026, at 5:00 pm**
2. Policy to be issued: **PRELIMINARY TITLE INSURANCE COMMITMENT**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in: **Roger P. Sundgren and Kathleen Sundgren**
5. The Land is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

**CHICAGO TITLE INSURANCE COMPANY**

By: *Cecile A. Marka*  
**Authorized Signatory**

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**EXHIBIT "A"**

**The Southeast Quarter (SE $\frac{1}{4}$ ) and the East Half of the Southwest Quarter (E $\frac{1}{2}$  SW $\frac{1}{4}$ ) of Section Two (2), Township Eight (8) South, Range Five (5) East of the 6th P.M., in Riley County, Kansas.**

**NOTE: This commitment is being issued in anticipation of the subject property being sold, at which time the value of the estate or the interest to be insured and the proposed purchaser insured must be disclosed to the Company. Until that time, it is agreed that, as between the Company, the applicant for this commitment, and every other person relying on this commitment, the total liability of the Company, on account of this commitment, shall not exceed \$250.00.**

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File Number: **38426**

### **SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**The above requirements must be met by/on the date of closing. The Company reserves the right to add to and/or change these requirements.**

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File Number: **38426**

## SCHEDULE B, PART II—Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. **Taxes and special assessments for the year 2026 and all subsequent years. 2025 taxes are paid in full in the amount of \$9,207.08. ([Tax ID #90-110](#)) (CAMA #081-121-02-0-00-00-005.00-0) These taxes include special assessments in the amount of \$0.00.**
8. **Right-of-Way Easement, dated December 7, 1993, granted to the United Telephone Company of Kansas, filed December 20, 1993, and recorded in [Book 648, Page 579](#), and Assignment of Right-of-Way Easement to Twin Valley Telephone, Inc., filed August 29, 2006, and recorded in [Book 825, Page 3704](#), in the office of the Register of Deeds of Riley County, Kansas.**
9. **Rights of the upper and lower riparian owners in and to the free and unobstructed flow of water of any creek or stream extending through the subject land, without diminution or pollution.**
10. **Public roads and highways.**

**NOTE - (Survey Coverage) - The above standard exceptions 3 and 4 will be deleted on a Loan Policy insuring a first mortgage on one-to-four family residential property, provided the Owner's Affidavit (or other appropriate**

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File Number: **38426**

**SCHEDULE B, PART II—Exceptions (continued)**

**affidavit) discloses no adverse matters.**

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## MAP LEGEND

### Area of Interest (AOI)










 Area of Interest (AOI)

### Soils



#### Soil Rating Polygons








-  Capability Class - 1
-  Capability Class - 2
-  Capability Class - 3
-  Capability Class - 4
-  Capability Class - 5
-  Capability Class - 6
-  Capability Class - 7
-  Capability Class - 8
-  Not rated or not available

#### Soil Rating Lines

-  Capability Class - 1
-  Capability Class - 2
-  Capability Class - 3
-  Capability Class - 4
-  Capability Class - 5
-  Capability Class - 6
-  Capability Class - 7
-  Capability Class - 8
-  Not rated or not available

#### Soil Rating Points

-  Capability Class - 1
-  Capability Class - 2

-  Capability Class - 3
-  Capability Class - 4
-  Capability Class - 5
-  Capability Class - 6
-  Capability Class - 7
-  Capability Class - 8
-  Not rated or not available

### Water Features

 Streams and Canals

### Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Riley County, Kansas  
Survey Area Data: Version 25, Aug 26, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 30, 2021—Jun 13, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



## Nonirrigated Capability Class

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
4050	Ivan and Kennebec silt loams, occasionally flooded	2	44.3	13.9%
4051	Ivan silt loam, channeled	5	3.8	1.2%
4590	Clime-Sogn complex, 3 to 20 percent slopes	6	54.5	17.1%
4625	Dwight-Irwin complex, 1 to 3 percent slopes	4	24.1	7.5%
4630	Dwight-Irwin complex, 1 to 3 percent slopes, eroded	4	51.6	16.2%
4673	Irwin silty clay loam, 3 to 7 percent slopes	4	38.3	12.0%
4674	Irwin silty clay loam, 3 to 7 percent slopes, eroded	4	25.2	7.9%
4783	Tully silty clay loam, 3 to 7 percent slopes	3	10.2	3.2%
7170	Reading silt loam, rarely flooded	1	7.6	2.4%
7174	Reading silt loam, 1 to 3 percent slopes	2	10.3	3.2%
7681	Wymore silty clay loam, 1 to 3 percent slopes	2	1.0	0.3%
7682	Wymore silty clay loam, 1 to 3 percent slopes, eroded	3	36.6	11.5%
7690	Wymore-Kennebec complex, 0 to 17 percent slopes	3	11.9	3.7%
<b>Totals for Area of Interest</b>			<b>319.5</b>	<b>100.0%</b>



## Description

Land capability classification shows, in a general way, the suitability of soils for most kinds of field crops. Crops that require special management are excluded. The soils are grouped according to their limitations for field crops, the risk of damage if they are used for crops, and the way they respond to management. The criteria used in grouping the soils do not include major and generally expensive landforming that would change slope, depth, or other characteristics of the soils, nor do they include possible but unlikely major reclamation projects. Capability classification is not a substitute for interpretations that show suitability and limitations of groups of soils for rangeland, for woodland, or for engineering purposes.

In the capability system, soils are generally grouped at three levels—capability class, subclass, and unit. Only class and subclass are included in this data set.

Capability classes, the broadest groups, are designated by the numbers 1 through 8. The numbers indicate progressively greater limitations and narrower choices for practical use. The classes are defined as follows:

Class 1 soils have few limitations that restrict their use.

Class 2 soils have moderate limitations that reduce the choice of plants or that require moderate conservation practices.

Class 3 soils have severe limitations that reduce the choice of plants or that require special conservation practices, or both.

Class 4 soils have very severe limitations that reduce the choice of plants or that require very careful management, or both.

Class 5 soils are subject to little or no erosion but have other limitations, impractical to remove, that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 6 soils have severe limitations that make them generally unsuitable for cultivation and that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 7 soils have very severe limitations that make them unsuitable for cultivation and that restrict their use mainly to grazing, forestland, or wildlife habitat.

Class 8 soils and miscellaneous areas have limitations that preclude commercial plant production and that restrict their use to recreational purposes, wildlife habitat, watershed, or esthetic purposes.

## Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified



*Tie-break Rule:* Higher



WASTE STABILIZATION POND PERMIT  
RILEY COUNTY - MANHATTAN HEALTH DEPARTMENT  
2030 TECUMSEH, MANHATTAN, KS 66502  
(785) 776-4779

LOG # 99026

Issued to: Kermit Sundgren phone (785) 293 -5881  
Name  
11969 Falcon Road  
Street  
Leonardville, KS 66449  
City State Zip

Property described as: 240 Acres in 2-8-5

Preliminary approval issued this 11 day of March, 1999  
for a single cell waste stabilization pond design M-50  
, with a maximum sewage flow of 15,750 gallons per month (and  
becomes invalid should the flow exceed this rate) with special  
requirements:

permission is granted to allow connection of existing residence  
and a three bedroom mobile home which will be placed on the property

by Charles R. Mungley  
(Health Officer)

\*\*\*\*\*  
\*\*\*\*\*

Final proposal and/or construction approved and permit issued this  
03 day of February, 1999~~2000~~ by Joe Pitterman  
(Health Officer)

This permit expires three years from this date. Renewal will be  
necessary. The appropriate fee will be submitted and a  
reinspection will be conducted at that time as noted below:

The following condition must be satisfactory. Note by number any  
violations in comments.

1. Dikes intact, surface drainage diverted.
2. Slope maintained at 3.5' to 1'.
3. Vegetation controlled.
4. Fence (maximum mesh opening 4" x 2") placed at least 4' from  
inside edge of dike and is intact. 4' gate provided. Maximum  
fencepost spacing 16 1/2'.
5. Pond containing waste water without discharge.
6. Highest water point at least 100' from boundaries, or  
appropriate waiver obtained.
7. Clean-out accessible and capped.
8. Pond depth at least 3' and at least 2' freeboard provided.

F:\FORMS\LAGOON.PER

11/29/99 Talked with Roger - fence will be up within 30 days JK



SSN # 509-74-9316

99026

WASTE STABILIZATION POND APPLICATION  
RILEY COUNTY - MANHATTAN HEALTH DEPARTMENT  
2030 Tecumseh, Manhattan, KS 66502  
(913) 776-4779

LOG # \_\_\_\_\_  
\$100.00 fee pd # 57739  
paid EN 244639  
MAR 11 1999 B8

Date of application 3-11-99  
Name of applicant (Roger Sundgren) Kermit Sundgren  
Mailing address 11769 Falcon Rd  
Leonardville, KS 66949  
Phone number (785) 293-4938 home (785) 293-5881 work \_\_\_\_\_  
Legal description of property (may be photocopies and attached):  
240 acres 2-8-5 Rog cell # 293 2122

Directions to property (may attach map):  
1/2 east 1/2 north of Leonardville

Size of property 240 acres. Size of house 2500 (2 houses) sq. ft.  
\*Number of people to be served 5 \*Number of bedrooms 6  
\*Volume of sewage discharged (if known) \_\_\_\_\_ gallons/day  
\*Circle the following sewage sources you intend to discharge into this facility:

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Toilets         | <input checked="" type="checkbox"/> Sinks & Washbasins | <input type="checkbox"/> Water Softener Discharge       |
| <input checked="" type="checkbox"/> Washing Machine | <input type="checkbox"/> Garbage Grinder               | <input checked="" type="checkbox"/> Dishwashing Machine |
| <input type="checkbox"/> Foundation Drain           | <input type="checkbox"/> Roof Drainage                 | <input type="checkbox"/> Basement Sump Pump             |
| <input type="checkbox"/> Patio Drain                | <input type="checkbox"/> Swimming Pool Backwash        |   |

Source of water supply: private well  
Are any other buildings to be served by this facility? no  
If yes, 1. What building(s): \_\_\_\_\_  
2. Where located: \_\_\_\_\_  
3. Nature of waste: \_\_\_\_\_

Name of contractor: Whitesell Construction Phone Number 785-485-2581

Distance from proposed facility to:

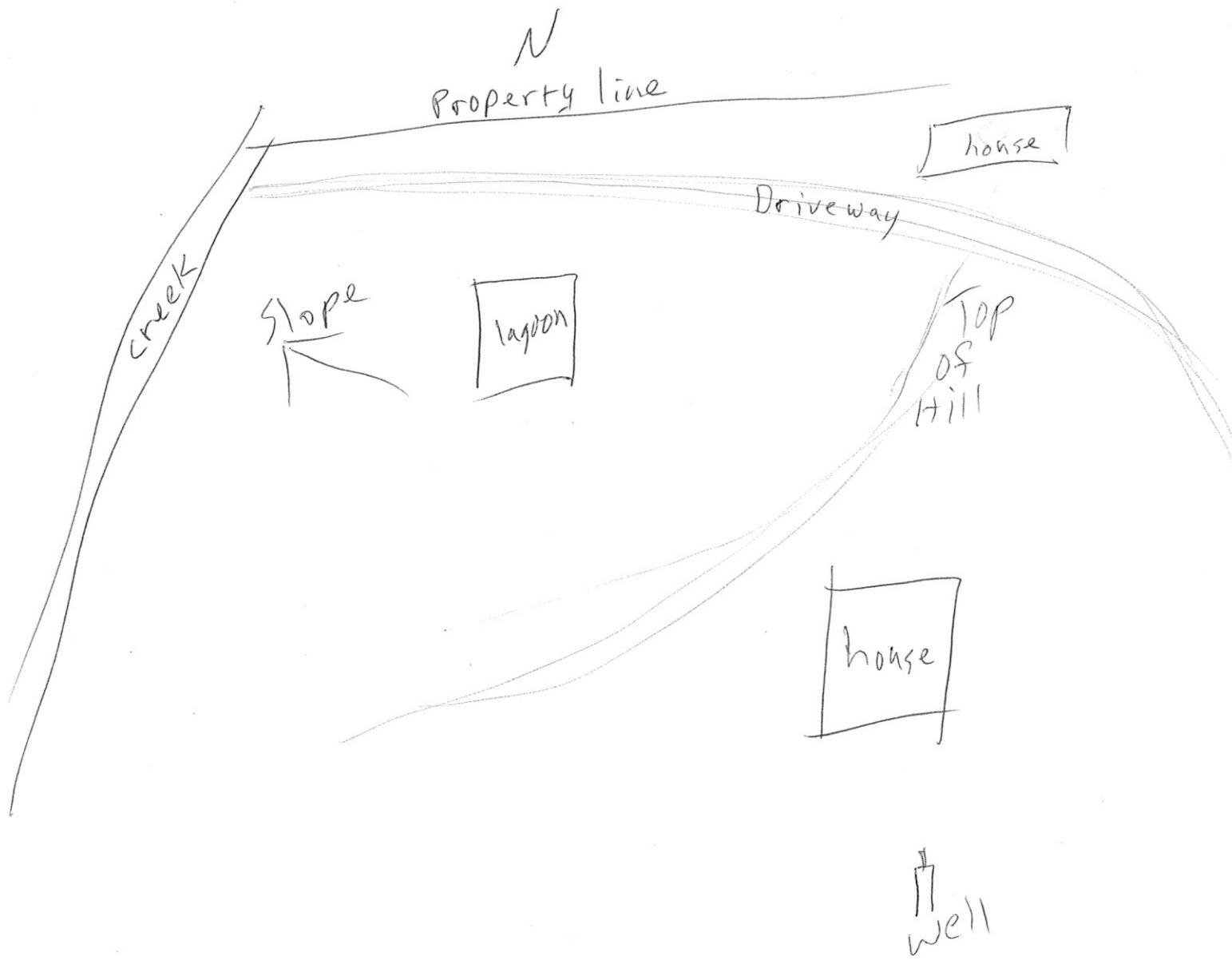
Nearest property line	<u>200</u>	feet
Your house	<u>300</u>	feet
Nearest water well	<u>500</u>	feet
Nearest public sewer	<u>none</u>	feet
Nearest drainage course	<u>300</u>	feet

Attach copy of percolation and/or soil profile data which disallows underground septic tank/lateral field.

On reverse of this form, draw (or attach) the outline of this property and show: location of wells, buildings, easements and right-of-ways, streams or other water courses, proposed building site, public water and/or sewer lines, roads, and any other major features of the property. Indicate site of proposed waste stabilization pond and the direction of any slope within 100 feet.

I hereby certify the information on this application is true and correct to the best of my knowledge and belief. I understand that the permit issued is valid for the number(s) of people and bedroom(s) indicated above, and becomes invalid should either increase.

Date 3-11-99 Signature of applicant Roger Sundgren for Kermit Sundgren



2030 Tecumseh Road  
Manhattan, KS 66502

RILEY COUNTY - MANHATTAN HEALTH DEPARTMENT  
Application for Percolation Test

MAR 10 1999

99026

(785) 776-4779  
ENC # 244540  
PAC # 057739

Name of Applicant Roger Sundgren  
Mailing Address 11969 Falcon Rd  
Leonardville, KS 66449

\$ 30.00 profile/site eval.       
\$150.00 percolation fee       
paid

Telephone Number: Work 293-2122 Home 293-5881

Date of Application 3-10-99

Legal description of property (photocopy may be attached): 240 acres 28.5

Size of Lot: \_\_\_\_\_ Sq. Ft. 240 Acres

Directions to property: 1/2 miles east 1/2 miles north from Leonardville

Street address of property (if applicable): 11969 Falcon Rd

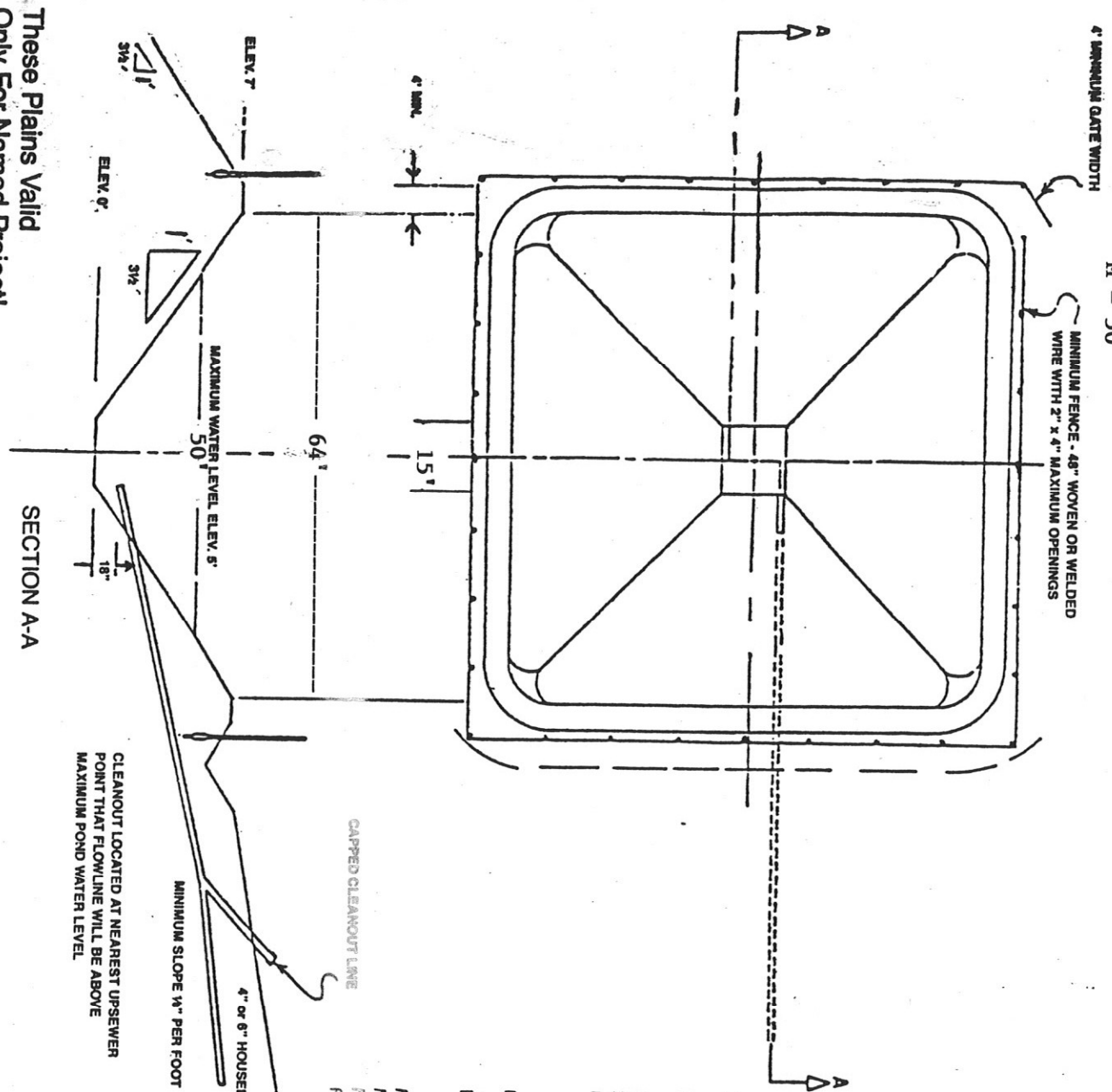
In making this application, I understand that it is my responsibility to:

1. Pay the appropriate fee(s).
2. Provide a seven foot deep profile hole and four postholes which are 2 feet deep and 8" diameter, centered on the proposed site of the underground lateral field.
3. Notify the sanitarian when all holes are ready so that the test may be scheduled.
4. Provide access to the property for evaluation and testing.

I also understand that percolation tests are scheduled on a "first come, first served" basis and may be delayed by weather conditions.

Signature Roger Sundgren  
Date 3-10-99





**GENERAL NOTES**

- Waste stabilization pond bottom shall be constructed at an elevation above the ground water table.
- Pond Area to be adequately fenced to prevent entrance of unauthorized personnel and livestock.
- All Dike Slopes to be 3 1/2 feet horizontal to 1 foot vertical.
- Surface drainage to be diverted around pond.
- Pond bottom and interior dikes up to elevation 2' to be treated with a herbicide at the manufacturer's recommended sterilization rate. Care shall be taken not to apply herbicide above elev. 2' where grass will be seeded.
- All dike area not sterilized is to be seeded with a densely-growing, short-rooted grass such as blue, fescue, bromo, or bermuda.
- Inlet pipe between pond and cleanout uye to be of rigid, freeze breakage resistant material such as steel or plastic, PVC, or A.B.S. at least equal to class 160 pipe requirements.
- Minimum dike berm width to be 3 feet.
- Minimum dike freeboard to be 2 feet.
- Maximum fencepost spacing to be 10 1/2 feet.
- A minimum separation of 100 feet shall be provided between pond water surface and other property.

These Plains Valid  
Only For Named Project!

**SECTION A-A**

CLEANOUT LOCATED AT NEAREST UPSEWER POINT THAT FLOWLINE WILL BE ABOVE MAXIMUM POND WATER LEVEL

MINIMUM SLOPE 1/4" PER FOOT

4" or 8" HOUSEHOLD SEWER

6 1/4'

15'

4" MIN.

ELEV. 7'

ELEV. 0'

3 1/2'

3 1/2'

MAXIMUM WATER LEVEL ELEV. 5'

50

18"

GAPPED CLEANOUT LINE

MINIMUM SLOPE 1/4" PER FOOT

4" or 8" HOUSEHOLD SEWER

CLEANOUT LOCATED AT NEAREST UPSEWER POINT THAT FLOWLINE WILL BE ABOVE MAXIMUM POND WATER LEVEL

October 4, 1999

Mr. Kermit Sundgren  
11969 Falcon Rd.  
Leonardville, KS 66449

Subject: Waste stabilization pond permit

Dear Mr. Sundgren,

Health Department records indicate that your lagoon has not received final approval to have the permit issued. The Riley County Sanitary Code states "no person shall operate a private wastewater disposal without a permit issued by the Administrative Authority." The permit may be issued when the following conditions are met:

1. Construction of dikes is approved.
2. Construction of fencing is approved.
3. Dike slopes are grassed to control erosion.

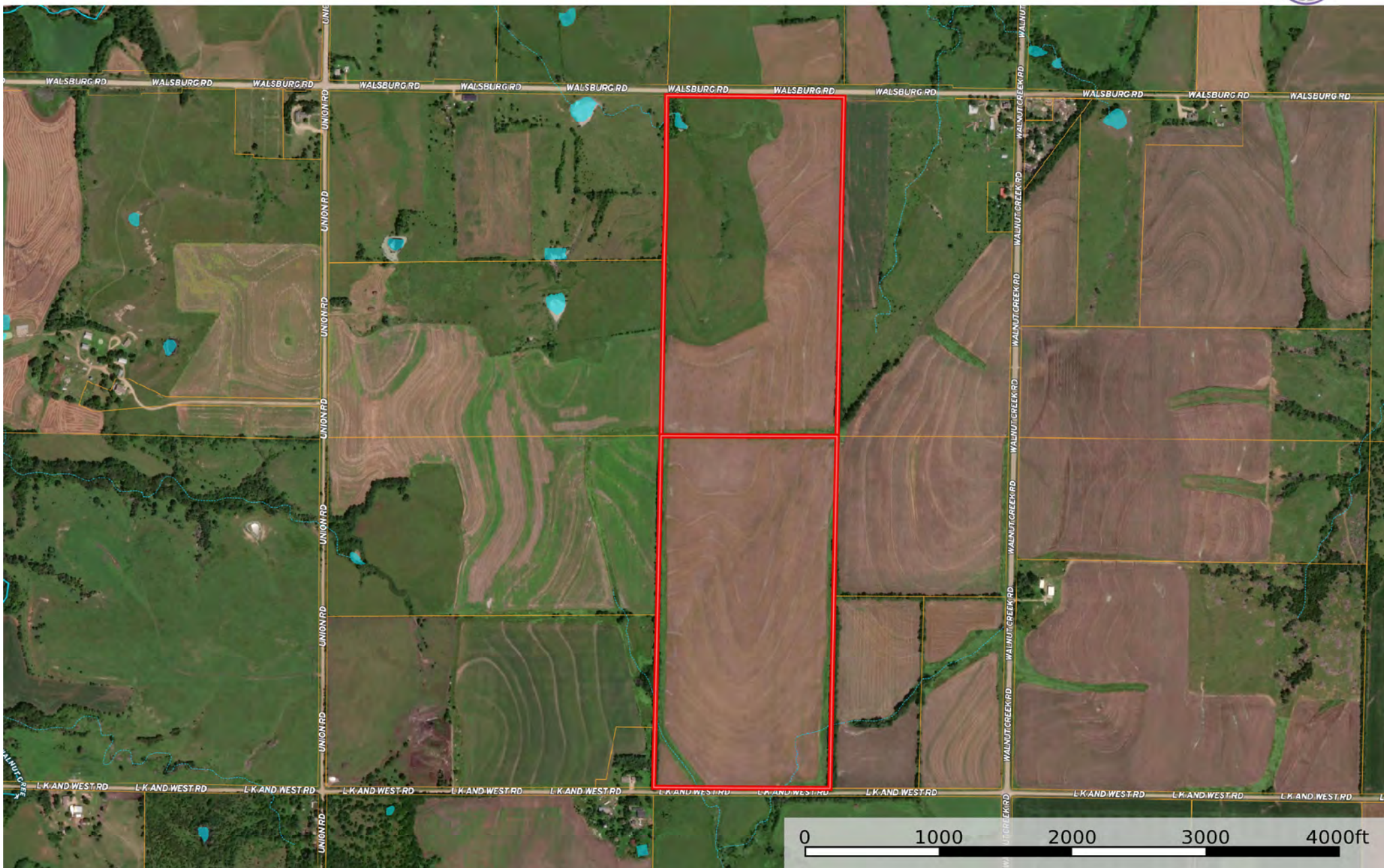
Contractors are instructed to contact the Health Department to have the dike construction approved. It is the responsibility of the permit applicant to notify this Department when the fencing is complete and grass is planted. If you feel that your lagoon is ready for final inspection as noted above, please notify this Department. If you wish to be present when the inspection is conducted, please make an appointment with Joe Kitterman. If you do not contact this Department within 30 days, Health Department personnel will conduct inspections as time permits.

If you need any information to help you complete this process (such as specifications on proper fencing) or if you feel you have received this notice in error, please contact Joe Kitterman at 785-776-4779, ext 238.

Thank you for your cooperation.

Sincerely,

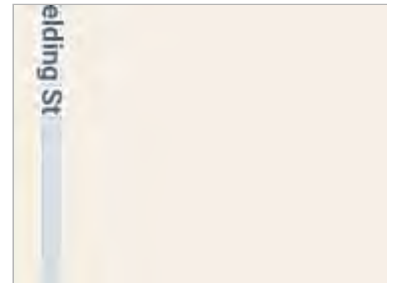
Joe Kitterman, R.S.  
Environmental Health Supervisor



## MLS BIDDER PACKET



**MLS #** 672598  
**Status** Active  
**For Sale/Auction/For Rent** Auction  
**Class** Land  
**Property Type** Farm  
**County** Riley  
**Address** 0 LK & W Rd  
**Address 2**  
**City** Leonardville  
**State** KS  
**Zip** 66449



### GENERAL

**List Agent - Agent Name and Phone** Lori Rogge - cell: 785-556-7162  
**List Office - Office Name and Phone** Gene Francis & Associates - Office: 785-556-7162  
**Showing Phone** 785-556-7162  
**Zoning Usage** Agriculture  
**Parcel ID** 081-113-06-0-00-00-006.00-0  
**Number of Acres** 80.00  
**Lot Size/SqFt** 3,484,800  
**School District** Riley County School District (USD 378)  
**Legal** West Half of the Southeast Quarter of 6-8-6E

### DIRECTIONS

**Directions** From Leonardville, travel approximately 1 mile east to Falcon Rd. Turn north and travel approximately 1 mile to LK&W. Turn east and travel approximately a half mile to parcel on the north side of the road.

### FEATURES

<b>SHAPE / LOCATION</b> Rectangular Irregular	<b>DOCUMENTS ON FILE</b> Aerial Photos Sellers Prop. Disclosure	<b>AGENT TYPE</b> Sellers Agent	<b>IRRIGATION</b> No
<b>TOPOGRAPHIC</b> Level Treeline	<b>FLOOD INSURANCE</b> Unknown	<b>OWNERSHIP</b> Individual	<b>MINERALS</b> Rights Included
<b>PRESENT USAGE</b> Tillable	<b>SALE OPTIONS</b> None	<b>TYPE OF LISTING</b> Excl Agency w/Reserve	<b>OTHER LEASES</b> None
<b>ROAD FRONTAGE</b> Gravel	<b>PROPOSED FINANCING</b> Conventional Government Agency	<b>BUILDER OPTIONS</b> Open Builder	<b>PONDS</b> None
<b>UTILITIES AVAILABLE</b> Unknown	<b>POSSESSION</b> At Closing	<b>AG CLASS</b> Class III Class IV	<b>PROPERTY USE</b> Agricultural
<b>IMPROVEMENTS</b> None	<b>SHOWING INSTRUCTIONS</b> Call Showing #	<b>CROPS</b> Soybeans Wheat	<b>RESTRICTIONS / EASEMENTS</b> None
<b>OUTBUILDINGS</b> None	<b>LOCKBOX</b> None	<b>FARM TYPE</b> None	<b>TERRAIN</b> Level
<b>MISCELLANEOUS FEATURES</b> None		<b>FENCING</b> Barbed Wire	

### FINANCIAL

**Assumable Y/N** No  
**General Taxes** \$1,244.86  
**General Tax Year** 2025  
**Total Specials** \$0.00  
**HOA Y/N** No  
**Earnest \$ Deposited With** Charlson & Wilson

## PUBLIC REMARKS

**Public Remarks** LIVE & ONLINE MULTI PARCEL LAND AUCTION! Thursday, June 18 , 11:00 AM at Leonardville Community Building, 118 N. Erpelding, Leonardville, KS. Online Bidding at gavelroads. Highly desirable 80± acre tract featuring 60± acres of wheat and 20± acres of soybeans across gently rolling terrain. The buyer will receive crop share of the soybeans, offering immediate income potential. The soils are made up of Irwin and Wymore silty clay loam within Class III & IV. The slopes range from 1 to 7% which provides a level configuration for productivity. Productive soils and strong farming history make this an excellent addition to any operation or investment portfolio. Field configuration is another strength of this tract, with large, contiguous areas that are easy to work and conducive to modern equipment. Natural waterways and drainage channels are present and help manage runoff while adding subtle contour to the property. \*This property is part of a 400± acre multi-parcel auction offered in 5 tracts, including: Additional Falcon Rd tracts (house and 5± acres, farmhouse and 80± acres and 155 acres), and 80± acres at Walsburg Rd. Buyers may purchase individual tracts, combinations, or the entire property. Whichever combination yields the highest total bid will be accepted.

## AUCTION

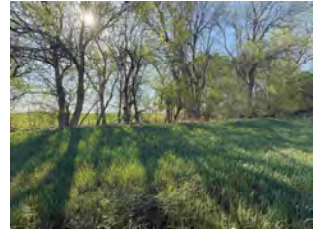
Type of Auction Sale	Reserve
Method of Auction	Live w/Online Bidding
Auction Location	Leonardville Community BD
Auction Offering	Real Estate Only
Auction Date	6/18/2026
Auction Start Time	11:00 AM
Auction End Date	
Broker Registration Req	Yes
Broker Reg Deadline	24 hours prior to auction
Buyer Premium Y/N	No
Earnest Money Y/N	Yes
Earnest Amount %/\$	10,000.00

## TERMS OF SALE

**Terms of Sale** Offered as a multi-parcel auction in 5 tracts, allowing buyers the opportunity to purchase individual tracts, combinations, or the entire property. Whichever combination of bids brings the highest overall price will be accepted. \$10,000 Earnest Money required for each tract and shall be paid the day of the auction with the balance due on or before July 20, 2026. The property is selling in "as is" condition and is accepted by the Buyer without any expressed or implied warranties. It is the Buyer's responsibility to have any and all inspections completed prior to bidding. Contact Riley County Planning and Development for zoning and sanitary regulations. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. If necessary, financing needs to be arranged and approved before the auction. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. Gene Francis & Associates and Gavel Roads are agents of the Seller. There is no Buyer's premium. Broker registration must be received no later than 24 hours prior to the auction.

## 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 2026 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



**KANSAS  
REALTORS®**

# SELLER'S AGRICULTURAL LAND PROPERTY DISCLOSURE STATEMENT

Document updated:  
December 2014

**SELLER:** Roger and Kathleen Sundgren  
**DATE:**  
**PROPERTY ADDRESS:** 0 LK&W Rd., Leonardville, KS 66449  
**LEGAL DESCRIPTION:** West Half of the Southeast Quarter of 6-8-6E

## Part 1. MESSAGE TO THE SELLER:

### 1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this SELLER'S Agricultural Land Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

### 2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
  - (1) Review this Statement and any attachments carefully;
  - (2) Verify all the important information concerning the Property;
  - (3) Attach all available supporting documentation on the Property;
  - (4) Use explanation lines as requested and when necessary; and
  - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

### 3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

  
SELLER'S INITIALS

  
SELLER'S INITIALS

## Part 2. MESSAGE TO THE BUYER:

### 1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.

B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

A. BUYER has an obligation under this Statement to:

- (1) Review this Statement and any attachments carefully;
- (2) Verify all the important information about the condition of the Property contained in this Statement;
- (3) Ask the SELLER about any incomplete or inadequate responses;
- (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
- (5) Review all other applicable documents concerning the Property;
- (6) Conduct personal or professional inspections of the Property; and
- (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.

B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS

BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

- 1. Approximate date that SELLER acquired the Property: Inherited 2026, lived for 60 years
- 2. What is the current zoning of the Property? Ag

Part 4. WATER AND SEWAGE SYSTEMS:

- 1. What is the water source on the Property?  Public Water  Private Water  Well  Cistern  Other  None
- 2. If the water source is a Well, please state: Type \_\_\_\_\_ Depth \_\_\_\_\_  
Diameter \_\_\_\_\_ Age \_\_\_\_\_
- 3. If the water source is a Well, has the water originating from the well ever been tested?  Yes  No  
If Yes, please provide the results of such tests in separate documentation.
- 4. Does the Property have any sewage facilities on or connected to it?  Yes  No  
If Yes, please specify:  Public Sewer  Private Sewer  Septic System  Lagoon  Grinder Pump  Cesspool
- 5. If there are sewage facilities on or connected to the Property, when were they last serviced? \_\_\_\_\_
- 6. Are you aware of any problems relating to the water systems or sewage facilities on the Property?  Yes  No  
If Yes, please explain: \_\_\_\_\_

7. Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part 5. ELECTRICAL AND NATURAL GAS SYSTEMS:**

- 1. Is there electrical service connected to the Property?  Yes  No
  - 2. If there is electrical service connected to the Property, is there a meter?  Yes  No
  - 3. If there is no electrical service connected to the Property, what is the distance to the electrical service? \_\_\_\_\_  
 Yes  No
  - 4. Is natural gas connected to the Property?  Yes  No
  - 5. If there is no natural gas connected to the Property, what is the distance to the nearest source? \_\_\_\_\_
  - 6. Is there a natural gas well on the Property?  Yes  No
  - 7. If there is a natural gas well on the Property, can the natural gas well be used by the surface occupant?  Yes  No
  - 8. Are you aware of any additional costs to hook up utilities to the Property?  Yes  No
- If Yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):**

- 1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency (FEMA)?  Yes  No
- 2. Are you aware of any drainage or flood problems on the Property or adjacent properties?  Yes  No
- 3. Have any neighbors complained that the Property causes drainage problems?  Yes  No
- 4. Has the Property had a stake survey?  
If Yes, please attach a copy of the stake survey.  Yes  No
- 5. Are the boundaries of the Property marked in any way?  Yes  No
- 6. Do you have an Improvement Location Certificate (ILC) for the Property?  
If Yes, please attach a copy of the Improvement Location Certification (ILC).  Yes  No
- 7. Is there fencing on the Property?  
If Yes, does the fencing belong to the Property?  Yes  No  
 Yes  No
- 8. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property?  Yes  No
- 9. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways?  
If Yes, is the Property owner responsible for the maintenance of any such shared features?  Yes  No  
 Yes  No
- 10. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property?  Yes  No
- 11. Are you aware of any state-listed or county-listed weeds on the Property now or during the last growing season?  Yes  No
- 12. Has the Property received any notice for non-compliance with the noxious weed law?  Yes  No
- 13. Is there currently a lien on the Property due to actions taken under the noxious weed law?  Yes  No

14. If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here:

• Boundaries marked on perimeter by fence/tree line on east + west roads on south-end. No fence or division line on northend. Some fencing needs mended - share per KS fence law.

15. Additional Comments:

**Part 7. HAZARDOUS CONDITIONS:**

- 1. Are you aware of any underground storage tanks on or near this Property?  Yes  No
- 2. Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions)?  Yes  No
- 3. Are you in possession of any previous environmental reports (e.g., Phase 1 Environmental Reports)?  Yes  No  
If Yes, please attach a copy of the environmental reports.
- 4. Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property?  Yes  No
- 5. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)?  Yes  No
- 6. Are you aware of any natural gas/oil wells, lines or storage facilities on the Property?  Yes  No
- 7. Are you aware of any other environmental conditions on the Property?  Yes  No
- 8. Have any other environmental inspections or tests been conducted on the Property?  Yes  No
- 9. If you have answered "Yes" to any of the questions in Part 7, please attach documentation and explain here:

10. Additional Comments:

**Part 8. OTHER MATTERS:**

**Are you aware of:**

- 1. Any violation of zoning, setbacks or restrictions or of a non-conforming use?  Yes  No
- 2. Any violation of laws or regulations affecting the Property?  Yes  No
- 3. Any existing or threatened legal action pertaining to the Property?  Yes  No
- 4. Any litigation or settlement pertaining to the Property?  Yes  No
- 5. Any current or future special assessment pertaining to the Property?  Yes  No
- 6. Any other conditions that may materially and adversely affect the value or desirability of the Property?  Yes  No
- 7. Any other condition that may prevent you from completing the sale of the Property?  Yes  No
- 8. Any burial grounds on the Property?  Yes  No

9. Any leases on the Property?  Yes  No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating the Property:

Custom hire

10. Any easements or leases on the Property regarding wind energy?  Yes  No

If Yes, please attach a copy of the easement or lease agreement.

11. Any public authority contemplating condemnation proceedings?  Yes  No

12. Any government rule limiting the future use of the Property other than existing zoning regulations?  Yes  No

13. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property?  Yes  No

14. Has the Property been entered into, enrolled or placed into any government farm or conservation program?  Yes  No

15. Any interest in all or part of the Property that has been reserved by the previous owner or government action?  Yes  No

16. Any unrecorded interests affecting the Property?  Yes  No

17. Anything that would interfere in passing clear title to the BUYER?  Yes  No

18. If you have answered "Yes" to any of the questions in Part 8, please attach documentation and explain here:

19. Additional Comments:

**Part 9. SELLER'S OWNERSHIP OF PROPERTY INTERESTS:**

SELLER owns:

1. Mineral rights?  Yes  No  Portion of Rights

2. Crops?  Yes  No  Portion of Rights

3. Conservation Reserve Program (CRP) payments?  Yes  No  Portion of Rights

4. Water rights?  Yes  No  Portion of Rights

5. If you have checked "No" or "Portion of Rights" to any of the questions in Part 9, please attach documentation and explain here:

wheat stubble and soybeans, Buyer receives beans.  
60 acres ~ 20 acres  
Custom hire with Mike Nelson, 60/40 crop share

6. Additional Comments:

**Part 10. ACKNOWLEDGEMENT AND AGREEMENT:**

1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
3. BUYER acknowledges that BUYER has received, read and understood a signed copy of the SELLER'S Agricultural Land Property Disclosure Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.
4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised by the SELLER to have the Property examined by professional inspectors.
6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

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**CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

*Shirley Sudgen*      4-17-26  
SELLER'S SIGNATURE      DATE

*Roger Sudgen*      4-17-26  
SELLER'S SIGNATURE      DATE

\_\_\_\_\_  
BUYER'S SIGNATURE      DATE

\_\_\_\_\_  
BUYER'S SIGNATURE      DATE



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By: [Signature]
Michael J. Nolan
President

ATTEST: [Signature]
Marjorie Nemzura
Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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72C170B16

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The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not be liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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# CHICAGO TITLE INSURANCE COMPANY

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: **Charlson & Wilson Bonded Abstracters, Inc.**

Issuing Office: **111 N. 4th Street, Manhattan, KS 66502**

Issuing Office's ALTA® Registry ID: **0001229**

Loan ID Number:

Commitment Number:

Issuing Office File Number: **38226**

Property Address: **00000 LK & W Rd, Leonardville, KS 66449**

## SCHEDULE A

1. Commitment Date: **February 25, 2026, at 5:00 pm**
2. Policy to be issued: **PRELIMINARY TITLE INSURANCE COMMITMENT**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in: **Roger P. Sundgren and Kathleen Sundgren**
5. The Land is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

**CHICAGO TITLE INSURANCE COMPANY**

By: *Callee A. Marka*

**Authorized Signatory**

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**EXHIBIT "A"**

**The West Half of the Southeast Quarter (W $\frac{1}{2}$  SE $\frac{1}{4}$ ) of Section Six (6), Township Eight (8) South, Range Six (6) East of the 6th P.M., in Riley County, Kansas.**

**NOTE: This commitment is being issued in anticipation of the subject property being sold, at which time the value of the estate or the interest to be insured and the proposed purchaser insured must be disclosed to the Company. Until that time, it is agreed that, as between the Company, the applicant for this commitment, and every other person relying on this commitment, the total liability of the Company, on account of this commitment, shall not exceed \$250.00.**

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File Number: **38226**

### **SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**The above requirements must be met by/on the date of closing. The Company reserves the right to add to and/or change these requirements.**

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File Number: **38226**

### SCHEDULE B, PART II—Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. **Taxes and special assessments for the year 2026 and all subsequent years. 2025 taxes are paid in full in the amount of \$1,244.86. ([Tax ID #71-70](#)) (CAMA #081-113-06-0-00-00-006.00-0) These taxes include special assessments in the amount of \$0.00.**
8. **Public roads and highways.**

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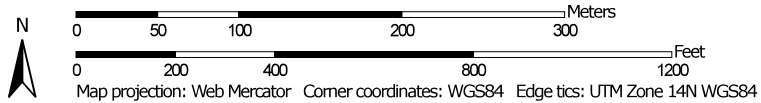


Nonirrigated Capability Class—Riley County, Kansas  
(0 LK&W 80 +/- acres soil survey)



Soil Map may not be valid at this scale.


Map Scale: 1:4,640 if printed on A portrait (8.5" x 11") sheet.



Nonirrigated Capability Class—Riley County, Kansas  
(0 LK&W 80 +/- acres soil survey)










### MAP LEGEND

**Area of Interest (AOI)**










 Area of Interest (AOI)

**Soils**



**Soil Rating Polygons**








-  Capability Class - 1
-  Capability Class - 2
-  Capability Class - 3
-  Capability Class - 4
-  Capability Class - 5
-  Capability Class - 6
-  Capability Class - 7
-  Capability Class - 8
-  Not rated or not available

**Soil Rating Lines**


-  Capability Class - 1
-  Capability Class - 2
-  Capability Class - 3
-  Capability Class - 4
-  Capability Class - 5
-  Capability Class - 6
-  Capability Class - 7
-  Capability Class - 8
-  Not rated or not available

**Soil Rating Points**

-  Capability Class - 1
-  Capability Class - 2

-  Capability Class - 3
-  Capability Class - 4
-  Capability Class - 5
-  Capability Class - 6
-  Capability Class - 7
-  Capability Class - 8
-  Not rated or not available

**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Riley County, Kansas  
Survey Area Data: Version 25, Aug 26, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 30, 2021—Jun 13, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Nonirrigated Capability Class

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
4673	Irwin silty clay loam, 3 to 7 percent slopes	4	0.5	0.6%
4674	Irwin silty clay loam, 3 to 7 percent slopes, eroded	4	15.1	19.3%
7682	Wymore silty clay loam, 1 to 3 percent slopes, eroded	3	62.4	80.1%
<b>Totals for Area of Interest</b>			<b>77.9</b>	<b>100.0%</b>

## Description

Land capability classification shows, in a general way, the suitability of soils for most kinds of field crops. Crops that require special management are excluded. The soils are grouped according to their limitations for field crops, the risk of damage if they are used for crops, and the way they respond to management. The criteria used in grouping the soils do not include major and generally expensive landforming that would change slope, depth, or other characteristics of the soils, nor do they include possible but unlikely major reclamation projects. Capability classification is not a substitute for interpretations that show suitability and limitations of groups of soils for rangeland, for woodland, or for engineering purposes.

In the capability system, soils are generally grouped at three levels—capability class, subclass, and unit. Only class and subclass are included in this data set.

Capability classes, the broadest groups, are designated by the numbers 1 through 8. The numbers indicate progressively greater limitations and narrower choices for practical use. The classes are defined as follows:

Class 1 soils have few limitations that restrict their use.

Class 2 soils have moderate limitations that reduce the choice of plants or that require moderate conservation practices.

Class 3 soils have severe limitations that reduce the choice of plants or that require special conservation practices, or both.

Class 4 soils have very severe limitations that reduce the choice of plants or that require very careful management, or both.

Class 5 soils are subject to little or no erosion but have other limitations, impractical to remove, that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 6 soils have severe limitations that make them generally unsuitable for cultivation and that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 7 soils have very severe limitations that make them unsuitable for cultivation and that restrict their use mainly to grazing, forestland, or wildlife habitat.

Class 8 soils and miscellaneous areas have limitations that preclude commercial plant production and that restrict their use to recreational purposes, wildlife habitat, watershed, or esthetic purposes.

## Rating Options

*Aggregation Method:* Dominant Condition

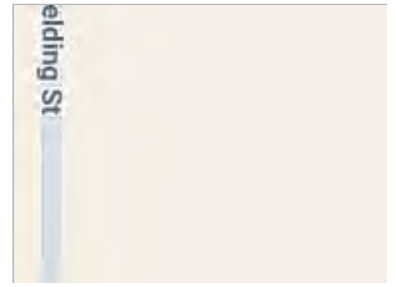
*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

## MLS BIDDER PACKET



**MLS #** 672601  
**Status** Active  
**For Sale/Auction/For Rent** Auction  
**Class** Land  
**Property Type** Farm  
**County** Riley  
**Address** 0 Walsburg Rd  
**Address 2**  
**City** Leonardville  
**State** KS  
**Zip** 66449



## GENERAL

**List Agent - Agent Name and Phone** Lori Rogge - cell: 785-556-7162  
**List Office - Office Name and Phone** Gene Francis & Associates - Office: 785-556-7162  
**Showing Phone** 785-556-7162  
**Zoning Usage** Agriculture  
**Parcel ID** 081-113-06-0-00-00-002.00-0  
**Number of Acres** 80.00  
**Lot Size/SqFt** 3,354,120  
**School District** Riley County School District (USD 378)  
**Legal** West Half of the Northeast Quarter of 6-8-6E

## DIRECTIONS

**Directions** From Leonardville, travel north approximately 2 miles on Crooked Creek Rd to Walsburg Rd. Turn east and travel 2.5 miles to the parcel on the south side of the road.

## FEATURES

<b>SHAPE / LOCATION</b> Rectangular	<b>DOCUMENTS ON FILE</b> Sellers Prop. Disclosure	<b>OWNERSHIP</b> Individual	<b>FENCING</b> Barbed Wire
<b>TOPOGRAPHIC</b> Rolling	<b>FLOOD INSURANCE</b> Unknown	<b>TYPE OF LISTING</b> Excl Agency w/Reserve	<b>IRRIGATION</b> No
<b>PRESENT USAGE</b> Hay (Various Types) Tillable	<b>SALE OPTIONS</b> None	<b>BUILDER OPTIONS</b> Open Builder	<b>MINERALS</b> None
<b>ROAD FRONTAGE</b> Gravel	<b>PROPOSED FINANCING</b> Conventional	<b>AG CLASS</b> Class III Class V Class VI	<b>OTHER LEASES</b> None
<b>UTILITIES AVAILABLE</b> Unknown	<b>POSSESSION</b> At Closing	<b>CROPS</b> Hay Soybeans	<b>PONDS</b> 1-4
<b>IMPROVEMENTS</b> None	<b>SHOWING INSTRUCTIONS</b> Call Showing #	<b>FARM TYPE</b> None	<b>PROPERTY USE</b> Agricultural
<b>OUTBUILDINGS</b> None	<b>LOCKBOX</b> None		<b>RESTRICTIONS / EASEMENTS</b> None
<b>MISCELLANEOUS FEATURES</b> None	<b>AGENT TYPE</b> Sellers Agent		<b>TERRAIN</b> Rolling

## FINANCIAL

**Assumable Y/N** No  
**General Taxes** \$525.82  
**General Tax Year** 2025  
**Total Specials** \$0.00  
**HOA Y/N** No  
**Earnest \$ Deposited With** Charlson & Wilson

## PUBLIC REMARKS

**Public Remarks** LIVE & ONLINE MULTI PARCEL LAND AUCTION! Thursday, June 18 , 11:00 AM at Leonardville Community Building, 118 N. Erpelding, Leonardville, KS. Online Bidding at gavelroads. Versatile 80± acre tract offering a mix of row crop production and hay ground, along with recreational appeal. \*45± acres soybeans \*35± acres brome grass hay \*Small pond \*Buyer to receive custom hire crop share Balanced property ideal for income, livestock support, or recreational use. Productive soils and strong farming history make this an excellent addition to any operation or investment portfolio. Field configuration is another strength of this tract, with large, contiguous areas that are easy to work and conducive to modern equipment. Natural waterways and drainage channels are present and help manage runoff while adding subtle contour to the property. \* This property is part of a 400± acre multi-parcel auction offered in 5 tracts, including: Additional Falcon Rd tracts (house and 5± acres, farmhouse and 80± acres and 155± acres), and 80± acres at LK&W Rd. Buyers may purchase individual tracts, combinations, or the entire property. Whichever combination yields the highest total bid will be accepted.

## AUCTION

<b>Type of Auction Sale</b>	Reserve
<b>Method of Auction</b>	Live w/Online Bidding
<b>Auction Location</b>	Leonardville Comm. BLDG
<b>Auction Offering</b>	Real Estate Only
<b>Auction Date</b>	6/18/2026
<b>Auction Start Time</b>	11:00 AM
<b>Auction End Date</b>	
<b>Broker Registration Req</b>	Yes
<b>Broker Reg Deadline</b>	24 hours prior to auction
<b>Buyer Premium Y/N</b>	No
<b>Earnest Money Y/N</b>	Yes
<b>Earnest Amount %/\$</b>	10,000.00

## TERMS OF SALE

**Terms of Sale** Offered as a multi-parcel auction in 5 tracts, allowing buyers the opportunity to purchase individual tracts, combinations, or the entire property. Whichever combination of bids brings the highest overall price will be accepted. \$10,000 Earnest Money required for each tract and shall be paid the day of the auction with the balance due on or before July 20, 2026. The property is selling in "as is" condition and is accepted by the Buyer without any expressed or implied warranties. It is the Buyer's responsibility to have any and all inspections completed prior to bidding. Contact Riley County Planning and Development for zoning and sanitary regulations. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. If necessary, financing needs to be arranged and approved before the auction. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. Gene Francis & Associates and Gavel Roads are agents of the Seller. There is no Buyer's premium. Broker registration must be received no later than 24 hours prior to the auction.

## 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 2026 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



**KANSAS  
REALTORS®**

# SELLER'S AGRICULTURAL LAND PROPERTY DISCLOSURE STATEMENT

Document updated:  
December 2014

**SELLER:**

Roger and Kathleen Sundgren

**DATE:**

**PROPERTY ADDRESS:**

0 Walsburg Rd., Leonardville, KS 66449

**LEGAL DESCRIPTION:** SE¼ and E½ SW¼ of 2-8-5E

## Part 1. MESSAGE TO THE SELLER:

### 1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

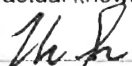
- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this SELLER'S Agricultural Land Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

### 2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
  - (1) Review this Statement and any attachments carefully;
  - (2) Verify all the important information concerning the Property;
  - (3) Attach all available supporting documentation on the Property;
  - (4) Use explanation lines as requested and when necessary; and
  - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

### 3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

  
SELLER'S INITIALS

  
SELLER'S INITIALS

## Part 2. MESSAGE TO THE BUYER:

### 1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.

B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

A. BUYER has an obligation under this Statement to:

- (1) Review this Statement and any attachments carefully;
- (2) Verify all the important information about the condition of the Property contained in this Statement;
- (3) Ask the SELLER about any incomplete or inadequate responses;
- (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
- (5) Review all other applicable documents concerning the Property;
- (6) Conduct personal or professional inspections of the Property; and
- (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.

B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

.....  
BUYER'S INITIALS

.....  
BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

- 1. Approximate date that SELLER acquired the Property: Inherited 2026, lived for 60 years
- 2. What is the current zoning of the Property? Ag

Part 4. WATER AND SEWAGE SYSTEMS:

- 1. What is the water source on the Property?  Public Water  Private Water  Well  Cistern  Other  None
- 2. If the water source is a Well, please state: Type \_\_\_\_\_ Depth \_\_\_\_\_  
Diameter \_\_\_\_\_ Age \_\_\_\_\_
- 3. If the water source is a Well, has the water originating from the well ever been tested?  Yes  No  
If Yes, please provide the results of such tests in separate documentation.
- 4. Does the Property have any sewage facilities on or connected to it?  Yes  No  
If Yes, please specify:  Public Sewer  Private Sewer  Septic System  Lagoon  Grinder Pump  Cesspool
- 5. If there are sewage facilities on or connected to the Property, when were they last serviced? \_\_\_\_\_
- 6. Are you aware of any problems relating to the water systems or sewage facilities on the Property?  Yes  No  
If Yes, please explain: \_\_\_\_\_

7. Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part 5. ELECTRICAL AND NATURAL GAS SYSTEMS:**

- 1. Is there electrical service connected to the Property?  Yes  No
  - 2. If there is electrical service connected to the Property, is there a meter?  Yes  No
  - 3. If there is no electrical service connected to the Property, what is the distance to the electrical service? \_\_\_\_\_  
 Yes  No
  - 4. Is natural gas connected to the Property?  Yes  No
  - 5. If there is no natural gas connected to the Property, what is the distance to the nearest source? \_\_\_\_\_
  - 6. Is there a natural gas well on the Property?  Yes  No
  - 7. If there is a natural gas well on the Property, can the natural gas well be used by the surface occupant?  Yes  No
  - 8. Are you aware of any additional costs to hook up utilities to the Property?  Yes  No
- If Yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):**

- 1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency (FEMA)?  Yes  No
- 2. Are you aware of any drainage or flood problems on the Property or adjacent properties?  Yes  No
- 3. Have any neighbors complained that the Property causes drainage problems?  Yes  No
- 4. Has the Property had a stake survey?  
If Yes, please attach a copy of the stake survey.  Yes  No
- 5. Are the boundaries of the Property marked in any way?  Yes  No
- 6. Do you have an Improvement Location Certificate (ILC) for the Property?  
If Yes, please attach a copy of the Improvement Location Certification (ILC).  Yes  No
- 7. Is there fencing on the Property?  
If Yes, does the fencing belong to the Property?  Yes  No  
 Yes  No
- 8. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property?  Yes  No
- 9. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways?  
If Yes, is the Property owner responsible for the maintenance of any such shared features?  Yes  No  
 Yes  No
- 10. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property?  Yes  No
- 11. Are you aware of any state-listed or county-listed weeds on the Property now or during the last growing season?  Yes  No
- 12. Has the Property received any notice for non-compliance with the noxious weed law?  Yes  No
- 13. Is there currently a lien on the Property due to actions taken under the noxious weed law?  Yes  No

14. If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here:

• Boundaries marked on perimeter by tree/fence line on east+west, road on north end. No fence or division line on south end.  
• Some fencing on property, needs mended - share per Kansas Fence Law

15. Additional Comments:

**Part 7. HAZARDOUS CONDITIONS:**

- 1. Are you aware of any underground storage tanks on or near this Property?  Yes  No
- 2. Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions)?  Yes  No
- 3. Are you in possession of any previous environmental reports (e.g., Phase 1 Environmental Reports)?  Yes  No  
If Yes, please attach a copy of the environmental reports.
- 4. Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property?  Yes  No
- 5. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)?  Yes  No
- 6. Are you aware of any natural gas/oil wells, lines or storage facilities on the Property?  Yes  No
- 7. Are you aware of any other environmental conditions on the Property?  Yes  No
- 8. Have any other environmental inspections or tests been conducted on the Property?  Yes  No
- 9. If you have answered "Yes" to any of the questions in Part 7, please attach documentation and explain here: \_\_\_\_\_

10. Additional Comments:

**Part 8. OTHER MATTERS:**

Are you aware of:

- 1. Any violation of zoning, setbacks or restrictions or of a non-conforming use?  Yes  No
- 2. Any violation of laws or regulations affecting the Property?  Yes  No
- 3. Any existing or threatened legal action pertaining to the Property?  Yes  No
- 4. Any litigation or settlement pertaining to the Property?  Yes  No
- 5. Any current or future special assessment pertaining to the Property?  Yes  No
- 6. Any other conditions that may materially and adversely affect the value or desirability of the Property?  Yes  No
- 7. Any other condition that may prevent you from completing the sale of the Property?  Yes  No
- 8. Any burial grounds on the Property?  Yes  No

9. Any leases on the Property?  Yes  No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating the Property:

*Custom hire*

10. Any easements or leases on the Property regarding wind energy?  Yes  No

If Yes, please attach a copy of the easement or lease agreement.

11. Any public authority contemplating condemnation proceedings?  Yes  No

12. Any government rule limiting the future use of the Property other than existing zoning regulations?  Yes  No

13. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property?  Yes  No

14. Has the Property been entered into, enrolled or placed into any government farm or conservation program?  Yes  No

15. Any interest in all or part of the Property that has been reserved by the previous owner or government action?  Yes  No

16. Any unrecorded interests affecting the Property?  Yes  No

17. Anything that would interfere in passing clear title to the BUYER?  Yes  No

18. If you have answered "Yes" to any of the questions in Part 8, please attach documentation and explain here:

19. Additional Comments:

**Part 9. SELLER'S OWNERSHIP OF PROPERTY INTERESTS:**

SELLER owns:

1. Mineral rights?  Yes  No  Portion of Rights

2. Crops?  Yes  No  Portion of Rights

3. Conservation Reserve Program (CRP) payments?  Yes  No  Portion of Rights

4. Water rights?  Yes  No  Portion of Rights

5. If you have checked "No" or "Portion of Rights" to any of the questions in Part 9, please attach documentation and explain here:

*soybeans and grass hay, Buyer receives crop  
~45 acres ~ 25 acres*

*Milo in years in past  
Custom hire with Mike Nelson, 60/40 crop share*

6. Additional Comments:





ALTA COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By: [Signature]
Michael J. Nolan
President

ATTEST: [Signature]
Marjorie Nemzura
Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not be liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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ALTA Commitment for Title Insurance (7-1-21) w-KS Mod





- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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# CHICAGO TITLE INSURANCE COMPANY

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: **Charlson & Wilson Bonded Abstracters, Inc.**

Issuing Office: **111 N. 4th Street, Manhattan, KS 66502**

Issuing Office's ALTA® Registry ID: **0001229**

Loan ID Number:

Commitment Number:

Issuing Office File Number: **38326**

Property Address: **00000 Walsburg Rd, Leonardville, KS 66449**

## SCHEDULE A

1. Commitment Date: **February 25, 2026, at 5:00 pm**
2. Policy to be issued: **PRELIMINARY TITLE INSURANCE COMMITMENT**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in: **Roger P. Sundgren and Kathleen Sundgren**
5. The Land is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

**CHICAGO TITLE INSURANCE COMPANY**

By: *Callee A. Marka*

**Authorized Signatory**

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**EXHIBIT "A"**

**The West Half of the Northeast Quarter (W $\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section Six (6), Township Eight (8) South, Range Six (6) East of the 6th P.M., in Riley County, Kansas.**

**NOTE: This commitment is being issued in anticipation of the subject property being sold, at which time the value of the estate or the interest to be insured and the proposed purchaser insured must be disclosed to the Company. Until that time, it is agreed that, as between the Company, the applicant for this commitment, and every other person relying on this commitment, the total liability of the Company, on account of this commitment, shall not exceed \$250.00.**

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File Number: **38326**

### **SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**The above requirements must be met by/on the date of closing. The Company reserves the right to add to and/or change these requirements.**

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ALTA Commitment for Title Insurance (7-1-21) w- KS Mod

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File Number: **38326**

### SCHEDULE B, PART II—Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. **Taxes and special assessments for the year 2026 and all subsequent years. 2025 taxes are paid in full in the amount of \$525.82. (Tax ID #70-590) (CAMA #081-113-06-0-00-00-002.00-0) These taxes include special assessments in the amount of \$0.00.**
8. **Public roads and highways.**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **Chicago Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

72C170B16

ALTA Commitment for Title Insurance (7-1-21) w- KS Mod

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Nonirrigated Capability Class—Riley County, Kansas  
(0 Walsburg Rd 80 +/- acres soil survey)



Map Scale: 1:4,630 if printed on A portrait (8.5" x 11") sheet.



0 50 100 200 300 Meters

0 200 400 800 1200 Feet


Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84



Nonirrigated Capability Class—Riley County, Kansas  
(0 Walsburg Rd 80 +/- acres soil survey)










### MAP LEGEND

**Area of Interest (AOI)**










 Area of Interest (AOI)

**Soils**



**Soil Rating Polygons**








-  Capability Class - 1
-  Capability Class - 2
-  Capability Class - 3
-  Capability Class - 4
-  Capability Class - 5
-  Capability Class - 6
-  Capability Class - 7
-  Capability Class - 8
-  Not rated or not available

**Soil Rating Lines**


-  Capability Class - 1
-  Capability Class - 2
-  Capability Class - 3
-  Capability Class - 4
-  Capability Class - 5
-  Capability Class - 6
-  Capability Class - 7
-  Capability Class - 8
-  Not rated or not available

**Soil Rating Points**

-  Capability Class - 1
-  Capability Class - 2

-  Capability Class - 3
-  Capability Class - 4
-  Capability Class - 5
-  Capability Class - 6
-  Capability Class - 7
-  Capability Class - 8
-  Not rated or not available

**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Riley County, Kansas  
Survey Area Data: Version 25, Aug 26, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 30, 2021—Jun 13, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Nonirrigated Capability Class

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
4590	Clime-Sogn complex, 3 to 20 percent slopes	6	3.1	4.0%
4625	Dwight-Irwin complex, 1 to 3 percent slopes	4	0.2	0.3%
4630	Dwight-Irwin complex, 1 to 3 percent slopes, eroded	4	28.4	36.4%
4673	Irwin silty clay loam, 3 to 7 percent slopes	4	6.1	7.8%
4674	Irwin silty clay loam, 3 to 7 percent slopes, eroded	4	30.0	38.5%
7682	Wymore silty clay loam, 1 to 3 percent slopes, eroded	3	10.3	13.1%
<b>Totals for Area of Interest</b>			<b>78.1</b>	<b>100.0%</b>

## Description

Land capability classification shows, in a general way, the suitability of soils for most kinds of field crops. Crops that require special management are excluded. The soils are grouped according to their limitations for field crops, the risk of damage if they are used for crops, and the way they respond to management. The criteria used in grouping the soils do not include major and generally expensive landforming that would change slope, depth, or other characteristics of the soils, nor do they include possible but unlikely major reclamation projects. Capability classification is not a substitute for interpretations that show suitability and limitations of groups of soils for rangeland, for woodland, or for engineering purposes.

In the capability system, soils are generally grouped at three levels—capability class, subclass, and unit. Only class and subclass are included in this data set.

Capability classes, the broadest groups, are designated by the numbers 1 through 8. The numbers indicate progressively greater limitations and narrower choices for practical use. The classes are defined as follows:

Class 1 soils have few limitations that restrict their use.

Class 2 soils have moderate limitations that reduce the choice of plants or that require moderate conservation practices.

Class 3 soils have severe limitations that reduce the choice of plants or that require special conservation practices, or both.

Class 4 soils have very severe limitations that reduce the choice of plants or that require very careful management, or both.

Class 5 soils are subject to little or no erosion but have other limitations, impractical to remove, that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 6 soils have severe limitations that make them generally unsuitable for cultivation and that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 7 soils have very severe limitations that make them unsuitable for cultivation and that restrict their use mainly to grazing, forestland, or wildlife habitat.

Class 8 soils and miscellaneous areas have limitations that preclude commercial plant production and that restrict their use to recreational purposes, wildlife habitat, watershed, or esthetic purposes.

## Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

# REPORT OF COMMODITIES FARM SUMMARY

Riley, Kansas  
 FSA - 578 (09-13-16)  
 Farm Number: 1725

Original: LAH  
 Revision: \_\_\_\_\_  
 Cropland: 247.07  
 Farmland: 396.42

Operator Name and Address  
 ROGER SUNDGREN  
 11969 FALCON RD  
 LEONARDVILLE, KS 66449-9618

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.

PP	Crop/Commodity	Variety/Type	Share	Crop/Commodity	Variety/Type	Share	Crop/Commodity	Variety/Type	Share	Crop/Commodity	Variety/Type	Share	Determined Quantity
	RICHARD HAGEMAN	NAG	63.41	GRASS	SMO	77.18	GRASS	NAG	36.59	GRASS	SMO	22.82	
	ROGER SUNDGREN	HRW	60.00	WHEAT	HRW	100.00	ALFAL	HRW					
	JESSIE - KERMIT E & JESSIE M	HRW	40.00	WHEAT	HRW								

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. I certify that for any crop for which NAP coverage has been obtained 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) \_\_\_\_\_ Date 12-10-25  
 Title/Relationship of Individual Signing in the Representative Capacity \_\_\_\_\_

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

RECEIVED  
 DEC 10 2025  
 Riley/Geary FSA Office

# REPORT OF COMMODITIES FARM AND TRACT DETAIL LISTING

Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Plant Count	Planting Date	Planting Period	End Date	
598	5A	ALFAL		FG	N	C	N	I	A	25.09		Yes			05/15/2022	01	2029	
Producer OP - ROGER SUNDGREN																		
14		GRASS	SMO	FG	N	C	N	I	A	0.92		Yes		NAP Unit 2295	03/03/2001	01	2099	
Producer OP - ROGER SUNDGREN																		
15		GRASS	SMO	FG	N	C	N	I	A	1.35		Yes		NAP Unit 2295	03/03/2001	01	2099	
Producer OP - ROGER SUNDGREN																		
16		GRASS	SMO	FG	N	C	N	I	A	0.27		Yes		NAP Unit 2295	03/03/2001	01	2099	
Producer OP - ROGER SUNDGREN																		
19A		GRASS	NAG	GZ	N	C	N	I	A	1.54		No		NAP Unit 2295	04/30/2024	01	2099	
Producer OT - RICHARD HAGEMAN																		
25A		GRASS	NAG	GZ	N	C	N	I	A	27.40		No		NAP Unit 2554		01	2099	
Producer OT - RICHARD HAGEMAN																		
25B		GRASS	NAG	GZ	N	C	N	I	A	25.70		No		NAP Unit 2554		01	2099	
Producer OT - RICHARD HAGEMAN																		
Tract 598 Summary																		
PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	
01	GRASS	SMO	FG	N	A	2.54	01	ALFAL	FG	N	A	25.09	01	GRASS	NAG	GZ	N	A
Photo Number/Legal Description: D8 2A E2SW4, SE4 2-8-5																		
Cropland: 122.48										Reported on Cropland: 27.63								
										Difference: -94.85								
Reported on Non-Cropland: 54.64																		
3166	1A	WHEAT	HRW	GR	N	C	N	I	A	60.00		Yes		NAP Unit 3309	11/21/2025	01	2025	
Producer OP - ROGER SUNDGREN																		
OW - JESSIE - KERMIT E & JESSIE M																		
SUNDGREN TR M SUNDGRE																		
Signature Date 12/10/2025																		

REPORT OF COMMODITIES

FARM AND TRACT DETAIL LISTING

Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Irr Pr	Org Stat	Nat Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Plant Count	Planting Date	Planting Period	End Date								
3166	3	GRASS	SMO	FG	N	C	N	I	A	1.52		Yes			03/03/2001	01	2099								
Producer OT - RICHARD HAGEMAN																									
4		GRASS	SMO	FG	N	C	N	I	A	2.16		Yes			03/03/2001	01	2099								
Producer OT - RICHARD HAGEMAN																									
5		GRASS	SMO	FG	N	C	N	I	A	3.54		Yes			03/03/2001	01	2099								
Producer OT - RICHARD HAGEMAN																									
9		GRASS	SMO	FG	N	C	N	I	A	1.37		Yes			03/03/2001	01	2099								
Producer OT - RICHARD HAGEMAN																									
11		GRASS	NAG	FG	N	C	N	I	A	31.53		No					2099								
Producer OP - ROGER SUNDGREN																									
Tract 3166 Summary																									
PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty								
01	WHEAT	HRW	GR	N	A	60.00	01	GRASS	SMO	FG	N	A	8.59	01	GRASS	NAG	FG	N	A	31.53					
Photo Number/Legal Description: 6-8-6																									
Cropland: 124.59																									
Reported on Cropland: 68.59										Reported on Non-Cropland: 31.53								Difference: -56.00							

Note: All cropland on all active tracts has not been reported.

Operator Name and Address

ROGER SUNDGREN

11969 FALCON RD

LEONARDVILLE, KS 66449-9618

# REPORT OF COMMODITIES FARM SUMMARY

Original: AZ

Revision: LAH

Cropland: 247.07

Farmland: 396.42

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.

PP	Crop/Commodity	Variety/Type	Share	Crop/Commodity	Variety/Type	Share	Crop/Commodity	Variety/Type	Share	Crop/Commodity	Variety/Type	Share	Reported Quantity	Determined Quantity	Reported Quantity	Determined Quantity
	RICHARD HAGEMAN	NAG	63.41	GRASS	SMO	75.02	GRASS	NAG	36.59	GRASS	SMO	24.98	50.26	54.64	54.64	54.64
	ROGER SUNDGREN	HRW	60.00	ALFAL	GRS	60.00	SORGH	HRW	40.00	WHEAT	SMO	11.45	31.53	98.57	98.57	98.57
	JESSIE - KERMIT E & JESSIE M	HRW	40.00	SOYBN	COM	40.00	SOYBN	GRS	40.00	SORGH	GRS	40.00	25.09	61.70	61.70	61.70
PP	Crop/Commodity	Variety/Type	Share	Crop/Commodity	Variety/Type	Share	Crop/Commodity	Variety/Type	Share	Crop/Commodity	Variety/Type	Share	Reported Quantity	Determined Quantity	Reported Quantity	Determined Quantity
01	SORGH	GRS	GR	N	A	50.26	GRASS	NAG	GZ	N	A	54.64	50.26	54.64	54.64	54.64
01	GRASS	NAG	FG	N	A	31.53	SOYBN	COM	GR	N	A	98.57	31.53	98.57	98.57	98.57
01	ALFAL	FG	N	A	A	25.09	WHEAT	HRW	GR	N	A	61.70	25.09	61.70	61.70	61.70
01	GRASS	SMO	FG	N	A	11.45	WHEAT	HRW	GR	N	A	11.45	11.45	11.45	11.45	11.45

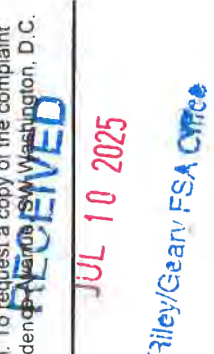
CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm as applicable. I certify that for any crop for which NAP coverage has been obtained 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) \_\_\_\_\_ Date \_\_\_\_\_

Title/Relationship of Individual Signing in the Representative Capacity \_\_\_\_\_

7-10-25

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



# REPORT OF COMMODITIES FARM AND TRACT DETAIL LISTING

Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Plant Count	Planting Date	Planting Period	End Date	
3166	3	GRASS	SMO	FG	N	C	N	I	A	1.52		Yes			03/03/2001	01	2099	
Producer OT - RICHARD HAGEMAN																		
Share 100.00 FSA Physical Location Riley, Kansas																		
4		GRASS	SMO	FG	N	C	N	I	A	2.16		Yes			03/03/2001	01	2099	
Producer OT - RICHARD HAGEMAN																		
Share 100.00 FSA Physical Location Riley, Kansas																		
5		GRASS	SMO	FG	N	C	N	I	A	3.54		Yes			03/03/2001	01	2099	
Producer OT - RICHARD HAGEMAN																		
Share 100.00 FSA Physical Location Riley, Kansas																		
9		GRASS	SMO	FG	N	C	N	I	A	1.37		Yes			03/03/2001	01	2099	
Producer OT - RICHARD HAGEMAN																		
Share 100.00 FSA Physical Location Riley, Kansas																		
11		GRASS	NAG	FG	N	C	N	I	A	31.53		No				01	2099	
Producer OP - ROGER SUNDGREN																		
Share 100.00 FSA Physical Location Riley, Kansas																		
12		WHEAT	HRW	GR	N	C	N	I	A	45.02		Yes			10/15/2024	01		
Producer OP - ROGER SUNDGREN																		
Share 60.00 FSA Physical Location Riley, Kansas																		
OW - JESSIE - KERMIT E & JESSIE M SUNDGREN TR M SUNDGRE																		
Share 40.00 FSA Physical Location Riley, Kansas																		
Tract 3166 Summary																		
PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	
01	WHEAT	HRW	N	A	50.93	01	GRASS	SMO	FG	N	A	8.59	01	SOYBN	COM	GR	N	A
1	GRASS	NAG	N	A	31.53													65.07

Photo Number/Legal Description: 6-8-6

Reported on Cropland: 124.59

Difference: 0.00

Reported on Non-Cropland: 31.53

# REPORT OF COMMODITIES FARM AND TRACT DETAIL LISTING

Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Plant Count	Planting Date	Planting Period	End Date
598	4	SOYBN	COM	GR	N	C	N	I	A	5.47		Yes		06/03/2025	01		
Producer OP - ROGER SUNDGREN OW - JESSIE - KERMIT E & JESSIE M SUNDGREN TR M SUNDGRE																	
5A		ALFAL		FG	N	C	N	I	A	25.09		Yes		05/15/2022	01		2029
Producer OP - ROGER SUNDGREN OW - JESSIE - KERMIT E & JESSIE M SUNDGREN TR M SUNDGRE																	
5B		WHEAT	HRW	GR	N	C	N	I	A	5.00		Yes		10/14/2024	01		
Producer OP - ROGER SUNDGREN OW - JESSIE - KERMIT E & JESSIE M SUNDGREN TR M SUNDGRE																	
6		SOYBN	COM	GR	N	C	N	I	A	14.51		Yes		06/03/2025	01		
Producer OP - ROGER SUNDGREN OW - JESSIE - KERMIT E & JESSIE M SUNDGREN TR M SUNDGRE																	
7		WHEAT	HRW	GR	N	C	N	I	A	5.77		Yes		10/14/2024	01		
Producer OP - ROGER SUNDGREN OW - JESSIE - KERMIT E & JESSIE M SUNDGREN TR M SUNDGRE																	
9		SORGH	GRS	GR	N	C	N	I	A	50.26		Yes		06/07/2025	01		
Producer OP - ROGER SUNDGREN OW - JESSIE - KERMIT E & JESSIE M SUNDGREN TR M SUNDGRE																	
14		GRASS	SMO	FG	N	C	N	I	A	0.92		Yes		03/03/2001	01		2099
Producer OP - ROGER SUNDGREN OW - JESSIE - KERMIT E & JESSIE M SUNDGREN TR M SUNDGRE																	
15		GRASS	SMO	FG	N	C	N	I	A	1.35		Yes		03/03/2001	01		2099
Producer OP - ROGER SUNDGREN OW - JESSIE - KERMIT E & JESSIE M SUNDGREN TR M SUNDGRE																	
16		GRASS	SMO	FG	N	C	N	I	A	0.27		Yes		03/03/2001	01		2099
Producer OP - ROGER SUNDGREN OW - JESSIE - KERMIT E & JESSIE M SUNDGREN TR M SUNDGRE																	

# REPORT OF COMMODITIES FARM AND TRACT DETAIL LISTING

Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Plant Count	Planting Date	Planting Period	End Date
598	19A	GRASS	NAG	GZ	N	C	N	I	A	1.54		No			04/30/2024	01	2099

Producer OT - RICHARD HAGEMAN Share 100.00 FSA Physical Location Riley, Kansas

20	SOYBN	COM	COM	GR	N	C	N	I	A	13.52		Yes			06/03/2025	01	
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Producer OP - ROGER SUNDGREN  
OW - JESSIE - KERMIT E & JESSIE M  
SUNDGREN TR M SUNDGRE

NAP Unit 2554 Signature Date 11/14/2024

NAP Unit 3309 Signature Date 07/10/2025

21	GRASS	SMO	NAG	FG	N	C	N	I	A	0.32		Yes			03/03/2001	01	2099
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Producer OP - ROGER SUNDGREN

NAP Unit 2295 Signature Date 07/10/2025

25A	GRASS	NAG	NAG	GZ	N	C	N	I	A	27.40		No				01	2099
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Producer OT - RICHARD HAGEMAN

NAP Unit 2554 Signature Date 11/14/2024

25B	GRASS	NAG	NAG	GZ	N	C	N	I	A	25.70		No				01	2099
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Producer OT - RICHARD HAGEMAN

NAP Unit 2554 Signature Date 11/14/2024

### Tract 598 Summary

PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty
01	WHEAT	HRW	N	A	10.77	01	SORGH	GRS	GR	N	A	50.26
01	SOYBN	COM	N	A	33.50	01	ALFAL	FG	N	A	A	25.09

Photo Number/Legal Description: D8 2A E2SW4, SE4 2-8-5

Cropland: 122.48

Reported on Cropland: 122.48

Difference: 0.00

Reported on Non-Cropland: 54.64

3166	1A	WHEAT	HRW	GR	N	C	N	I	A	5.91		Yes			10/15/2024	01	
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Producer OP - ROGER SUNDGREN  
OW - JESSIE - KERMIT E & JESSIE M  
SUNDGREN TR M SUNDGRE

NAP Unit 3309 Signature Date 11/14/2024

1B	SOYBN	COM	COM	GR	N	C	N	I	A	63.47		Yes			06/01/2025	01	
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Producer OP - ROGER SUNDGREN  
OW - JESSIE - KERMIT E & JESSIE M  
SUNDGREN TR M SUNDGRE

NAP Unit 3309 Signature Date 07/10/2025

2	SOYBN	COM	COM	GR	N	C	N	I	A	1.60		Yes			06/01/2025	01	
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Producer OP - ROGER SUNDGREN  
OW - JESSIE - KERMIT E & JESSIE M  
SUNDGREN TR M SUNDGRE

NAP Unit 3309 Signature Date 07/10/2025

# REPORT OF COMMODITIES FARM SUMMARY

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 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.

Planting Period	Crop/Commodity	Variety/Type	Intended Use	Irrigation Practice	Reporting Unit	Share	Crop/Commodity	Variety/Type	Share	Planting Period	Crop/Commodity	Variety/Type	Share	Crop/Commodity	Variety/Type	Share	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity
	KERMIT E & JESSIE M SUNDGREN	WHEAT	HRW	GRS	HRW	40.00	ALFAL	SMO	40.00	40.00	GRASS	SMO	40.92	SOYBN	COM	40.00				
	RICHARD HAGEMAN	WHEAT	HRW	GRS	HRW	51.66	GRASS	SMO	59.08	59.08	GRASS	SMO	60.00	SOYBN	COM	60.00				
	ROGER SUNDGREN	WHEAT	HRW	GRS	HRW	60.00	ALFAL	NAG	48.34	48.34	GRASS	NAG	48.34	SOYBN	COM	60.00				
		SORGH	GRS	GRS	GRS	60.00	GRASS	SMO	60.00	60.00	GRASS	SMO	60.00	SOYBN	COM	60.00				

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 J 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)

*Roger Sundgren*

Title/Relationship of Individual Signing in the Representative Capacity

Date

6-18-24

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

# REPORT OF COMMODITIES FARM AND TRACT DETAIL LISTING

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	
598	4	WHEAT	HRW	GR		N	C	N	I	A	5.47		Yes		N	10/31/2023	01		
Producer: KERMIT E & JESSIE M SUNDGREN TRUST RILEY, KANSAS FSA Physical Location Riley, Kansas																			
5A		ALFALF		FG		N	C	N	I	A	22.00		Yes		N	05/15/2022	01	2025	
Producer: KERMIT E & JESSIE M SUNDGREN TRUST RILEY, KANSAS FSA Physical Location Riley, Kansas																			
5B		WHEAT	HRW	GR		N	C	N	I	A	5.00		Yes		N	10/31/2023	01		
Producer: KERMIT E & JESSIE M SUNDGREN TRUST RILEY, KANSAS FSA Physical Location Riley, Kansas																			
5C		GRASS	SMO	LS		N	C	N	I	A	0.50		Yes		N	09/01/2000	01	2099	
Producer: KERMIT E & JESSIE M SUNDGREN TRUST RILEY, KANSAS FSA Physical Location Riley, Kansas																			
5D		GRASS	SMO	LS		N	C	N	I	A	2.59		Yes		N	09/01/2005	01	2099	
Producer: KERMIT E & JESSIE M SUNDGREN TRUST RILEY, KANSAS FSA Physical Location Riley, Kansas																			
6		WHEAT	HRW	GR		N	C	N	I	A	14.51		Yes		N	10/31/2023	01		
Producer: KERMIT E & JESSIE M SUNDGREN TRUST RILEY, KANSAS FSA Physical Location Riley, Kansas																			
7		WHEAT	HRW	GR		N	C	N	I	A	5.77		Yes		N	10/31/2023	01		
Producer: KERMIT E & JESSIE M SUNDGREN TRUST RILEY, KANSAS FSA Physical Location Riley, Kansas																			
9		SORGH	GRS	GR		N	C	N	I	A	50.26		Yes		N	06/14/2024	01		
Producer: ROGER SUNDGREN TRUST RILEY, KANSAS FSA Physical Location Riley, Kansas																			

# REPORT OF COMMODITIES

## FARM AND TRACT DETAIL LISTING

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	
598	14	GRASS	SMO	FG	Share 100.00	N	C	N	I	A	0.92		Yes		O	03/03/2001	01	2099	
Producer KERMIT E & JESSIE M SUNDGREN TRUST																			
15		GRASS	SMO	FG	Share 100.00	N	C	N	I	A	1.35		Yes		O	03/03/2001	01	2099	
Producer KERMIT E & JESSIE M SUNDGREN TRUST																			
16		GRASS	SMO	FG	Share 100.00	N	C	N	I	A	0.27		Yes		O	03/03/2001	01	2099	
Producer KERMIT E & JESSIE M SUNDGREN TRUST																			
19A		GRASS	NAG	GZ	Share 100.00	N	C	N	I	A	1.54		No		N	04/30/2024	01	2099	
Producer RICHARD HAGEMAN																			
20		WHEAT	HRW	GR	Share 100.00	N	C	N	I	A	13.52		Yes		N	10/31/2023	01		
Producer KERMIT E & JESSIE M SUNDGREN TRUST																			
21		GRASS	SMO	FG	Share 40.00	N	C	N	I	A	0.32		Yes		O	03/03/2001	01	2099	
Producer KERMIT E & JESSIE M SUNDGREN TRUST																			
25A		GRASS	NAG	GZ	Share 100.00	N	C	N	I	A	27.40		No		M		01	2099	
Producer RICHARD HAGEMAN																			
25B		GRASS	NAG	GZ	Share 100.00	N	C	N	I	A	25.70		No		M		01	2099	
Producer RICHARD HAGEMAN																			
29		GRASS	NAG	GZ	Share 100.00	N	C	N	I	A	19.59		No		N		01		
Producer ROGER SUNDGREN																			
					Share 100.00										NAP Unit 2295			Signature Date 11/07/2023	

# REPORT OF COMMODITIES FARM AND TRACT DETAIL LISTING

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	
3166	1	SOYBN	COM	GR	GR	N	C	N	I	A	69.38	Yes	Yes		N	06/14/2024	01		
Producer: ROGER SUNDGREN KERMIT E & JESSIE M SUNDGREN TRUST																			
2		SOYBN	COM	GR	GR	N	C	N	I	A	1.60	Yes	Yes		N	06/14/2024	01		
Producer: ROGER SUNDGREN KERMIT E & JESSIE M SUNDGREN TRUST																			
3		GRASS	SMO	FG	FG	N	C	N	I	A	1.52	Yes	Yes		O	03/03/2001	01	2099	
Producer: RICHARD HAGEMAN																			
4		GRASS	SMO	FG	FG	N	C	N	I	A	2.16	Yes	Yes		O	03/03/2001	01	2099	
Producer: RICHARD HAGEMAN																			
5		GRASS	SMO	FG	FG	N	C	N	I	A	3.54	Yes	Yes		O	03/03/2001	01	2099	
Producer: RICHARD HAGEMAN																			
9		GRASS	SMO	FG	FG	N	C	N	I	A	1.37	Yes	Yes		O	03/03/2001	01	2099	
Producer: RICHARD HAGEMAN																			
11		GRASS	NAG	FG	FG	N	C	N	I	A	31.53	No	No		N		01		
Producer: ROGER SUNDGREN																			
12		SOYBN	COM	GR	GR	N	C	N	I	A	45.02	Yes	Yes		N	06/14/2024	01		
Producer: ROGER SUNDGREN KERMIT E & JESSIE M SUNDGREN TRUST																			

Photo Number/Legal Description: D8 2A E2SW4, SE4 2-8-5  
Cropland: 122.48 Reported on Cropland: 122.48 Difference: 0.00

Reported on Non-Cropland: 74.23

# REPORT OF COMMODITIES

Farm Number: 1725

## FARM AND TRACT DETAIL LISTING

DATE: 06/18/2024  
PAGE: 4

Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Act Use	Irr. Pr.	Org. Stat	Nat. Sod	C/C Stat	Rpt Unit	Irr. Pr	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/Measured	Planting Date	Planting Period	End Date	
01	GRASS	SMO	FG	FG	8.59	N	01 SOYBN	COM	GR	A	N	A	116.00	01	GRASS	01	NAG	FG	N	A	31.53
Photo Number/Legal Description: 6-8-6											Reported on Cropland: 124.59										
Cropland: 124.59											Reported on Non-Cropland: 31.53										
Difference: 0.00																					

Tract 3166 Summary

# REPORT OF COMMODITIES FARM SUMMARY

FSA - 578 (09-13-16)

DATE: 07/10/2023  
PAGE: 4

Farm Number: 1725

Operator Name and Address  
ROGER SUNDGREN  
11969 FALCON RD  
LEONARDVILLE, KS 66449-9618

Original: AZ  
Revision: AZ  
Cropland: 247.07  
Farmland: 396.42

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.

Planting Period	Crop/Commodity	Variety/Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Share	Crop/Commodity	Variety/Type	Share	Planting Period	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Share	Crop/Commodity	Variety/Type	Share	Determined Quantity
01	GRASS	SMO	LS	N	A	3.09	40.00	WHEAT	HRW	40.00	01	GZ	N	A	53.10	100.00	GRASS	SMO	40.00	40.00
01	WHEAT	HRW	GR	N	A	83.76	50.00	GRASS	NAG	50.00	01	FG	N	A	32.77	60.00	ALFAL	FG	60.00	60.00
01	SOYBN	COM	GR	N	A	116.00	60.00	WHEAT	HRW	60.00	01	FG	N	A	11.45	60.00	SOYBN	COM	60.00	60.00

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 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) *Roger Sundgren* Title/Relationship of Individual Signing in the Representative Capacity Date *7-10-23*

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

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JUL 10 2023

Riley/Gearly FSA Office

# REPORT OF COMMODITIES FARM AND TRACT DETAIL LISTING

FSA - 578 (09-13-16)

DATE: 07/10/2023  
PAGE: 1

Farm Number: 1725

Operator Name and Address

ROGER SUNDGREN  
11969 FALCON RD  
LEONARDVILLE, KS 66449-9618

Original: AZ  
Revision: AZ  
Cropland: 247.07  
Farmland: 396.42

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	
598	4	WHEAT	HRW	GR	N	N	C	N	I	A	5.47		Yes		N	11/02/2022	01		
Producer KERMIT E & JESSIE M SUNDGREN TRUST RILEY, KANSAS																			
5A		ALFALF		FG	N	N	C	N	I	A	22.00		Yes		N	05/15/2022	01	2025	
Producer KERMIT E & JESSIE M SUNDGREN TRUST RILEY, KANSAS																			
5B		ALFALF		FG	N	N	C	N	I	A	5.00		Yes		N	08/15/2018	01	2025	
Producer KERMIT E & JESSIE M SUNDGREN TRUST RILEY, KANSAS																			
5C		GRASS	SMO	LS	N	N	C	N	I	A	0.50		Yes		N	09/01/2000	01	2099	
Producer KERMIT E & JESSIE M SUNDGREN TRUST RILEY, KANSAS																			
5D		GRASS	SMO	LS	N	N	C	N	I	A	2.59		Yes		N	09/01/2005	01	2099	
Producer KERMIT E & JESSIE M SUNDGREN TRUST RILEY, KANSAS																			
6		WHEAT	HRW	GR	N	N	C	N	I	A	14.51		Yes		N	11/02/2022	01		
Producer KERMIT E & JESSIE M SUNDGREN TRUST RILEY, KANSAS																			
7		ALFALF		FG	N	N	C	N	I	A	5.77		Yes		N	08/15/2018	01	2025	
Producer KERMIT E & JESSIE M SUNDGREN TRUST RILEY, KANSAS																			
9		WHEAT	HRW	GR	N	N	C	N	I	A	50.26		Yes		N	11/02/2022	01		
Producer KERMIT E & JESSIE M SUNDGREN TRUST RILEY, KANSAS																			

# REPORT OF COMMODITIES FARM AND TRACT DETAIL LISTING

FSA - 578 (09-13-16)

DATE: 07/10/2023  
PAGE: 2

Farm Number: 1725

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	
598	14	GRASS	SMO	FG		N	C	N	I	A	0.92		Yes		O	03/03/2001	01	2099	
Producer KERMIT E & JESSIE M SUNDGREN TRUST																			
	15	GRASS	SMO	FG		N	C	N	I	A	1.35		Yes		O	03/03/2001	01	2099	
Producer KERMIT E & JESSIE M SUNDGREN TRUST																			
	16	GRASS	SMO	FG		N	C	N	I	A	0.27		Yes		O	03/03/2001	01	2099	
Producer KERMIT E & JESSIE M SUNDGREN TRUST																			
	20	WHEAT	HRW	GR		N	C	N	I	A	13.52		Yes		N	11/02/2022	01		
Producer KERMIT E & JESSIE M SUNDGREN TRUST																			
	21	GRASS	SMO	FG		N	C	N	I	A	0.32		Yes		O	03/03/2001	01	2099	
Producer KERMIT E & JESSIE M SUNDGREN TRUST																			
	25A	GRASS	NAG	GZ		N	C	N	I	A	27.40		No		M		01	2099	
Producer RICHARD HAGEMAN ROGER HAGEMAN																			
	25B	GRASS	NAG	GZ		N	C	N	I	A	25.70		No		M		01	2099	
Producer RICHARD HAGEMAN ROGER HAGEMAN																			
<u>Tract 598 Summary</u>																			
PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty		
01 WHEAT	HRW	GR	N	A	83.76	01 GRASS	SMO	FG	N	A	2.86	01 ALFAL	FG	N	A		32.77		
01 GRASS	SMO	LS	N	A	3.09	01 GRASS	NAG	GZ	N	A	53.10								
Photo Number/Legal Description: D8 2A E2SW4, SE4 2-8-5																			
Cropland: 122.48										Reported on Cropland: 122.48									
Difference: 0.00										Reported on Non-Cropland: 53.10									
3166	1	SOYBN	COM	GR		N	C	N	I	A	69.38		Yes		N	06/08/2023	01		
Producer KERMIT E & JESSIE M SUNDGREN TRUST																			
		ROGER SUNDGREN				Share	40.00	FSA Physical Location	Riley, Kansas					NAP Unit 3067		Signature Date	07/10/2023		

# REPORT OF COMMODITIES FARM AND TRACT DETAIL LISTING

Farm Number: 1725

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	
3166	2	SOYBN	COM	GR	Share	N	C	N	I	A	1.60		Yes		N	06/08/2023	01		
Producer: KERMIT E & JESSIE M SUNDGREN TRUST ROGER SUNDGREN FSA Physical Location Riley, Kansas Riley, Kansas																			
3		GRASS	SMO	FG	Share	N	C	N	I	A	1.52		Yes		O	03/03/2001	01	2099	
Producer: KERMIT E & JESSIE M SUNDGREN TRUST FSA Physical Location Riley, Kansas																			
4		GRASS	SMO	FG	Share	N	C	N	I	A	2.16		Yes		O	03/03/2001	01	2099	
Producer: KERMIT E & JESSIE M SUNDGREN TRUST FSA Physical Location Riley, Kansas																			
5		GRASS	SMO	FG	Share	N	C	N	I	A	3.54		Yes		O	03/03/2001	01	2099	
Producer: KERMIT E & JESSIE M SUNDGREN TRUST FSA Physical Location Riley, Kansas																			
9		GRASS	SMO	FG	Share	N	C	N	I	A	1.37		Yes		O	03/03/2001	01	2099	
Producer: KERMIT E & JESSIE M SUNDGREN TRUST FSA Physical Location Riley, Kansas																			
12		SOYBN	COM	GR	Share	N	C	N	I	A	45.02		Yes		N	06/08/2023	01		
Producer: KERMIT E & JESSIE M SUNDGREN TRUST ROGER SUNDGREN FSA Physical Location Riley, Kansas Riley, Kansas																			
<b>Ir i66 Summary</b>																			
PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty		
01	GRASS	SMO	FG	N	A	8.59	01	SOYBN	COM	GR	N	A	116.00						

Photo Number/Legal Description: 6-8-6  
Cropland: 124.59

Reported on Cropland: 124.59

Difference: 0.00

Reported on Non-Cropland: 0.00



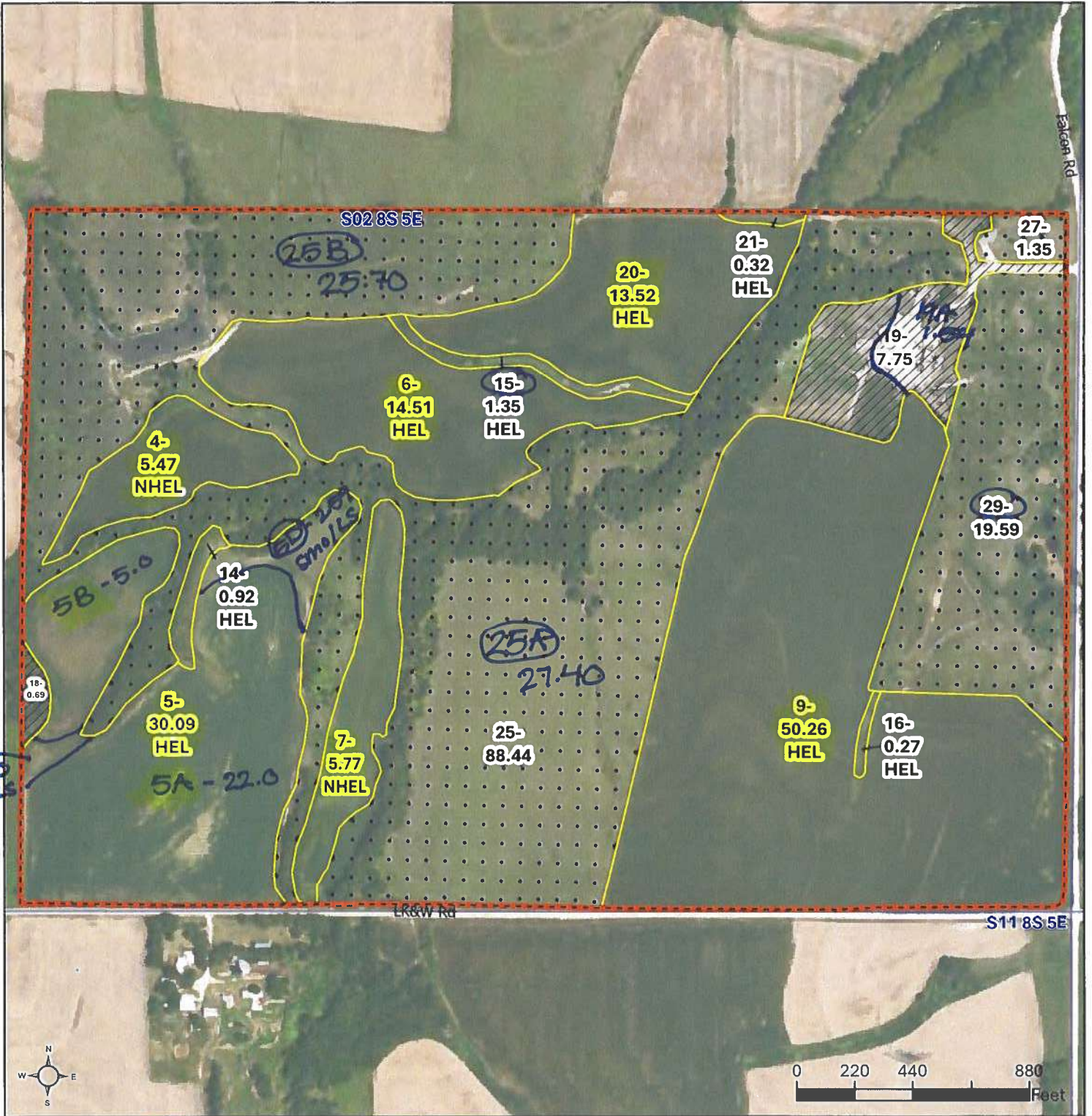
- Cropland
  - Tract Boundary
  - Rangeland
  - PLSS
  - Other Ag
- Wetland Determination Identifiers
- Restricted Use
  - ▼ Limited Restrictions
  - Exempt from Conservation
  - Compliance Provisions

- Unless noted on field:
- |                             |                         |
|-----------------------------|-------------------------|
| 1/ All Wheat HRW, NI, GR    | 6/ Grass NAG, NI, FG 11 |
| 2/ All Sorghum GRS, NI, GR  | 7/ Grass NAG, NI, LS    |
| 3/ All Corn YEL, NI GR      | 8/ Grass SMO, NI, GZ    |
| 4/ All Soybeans COM, NI, GR | 9/ Grass SMO, NI, FG    |
| 5/ Grass NAG, NI, GZ        | 10/ Grass SMO, NI, LS   |

2026 Program Year  
 Map Created November 28, 2025  
 2023 NAIP  
 Richard Farm 1725  
 Hageman Tract 3166

Tract Cropland Total: 124.59 acres

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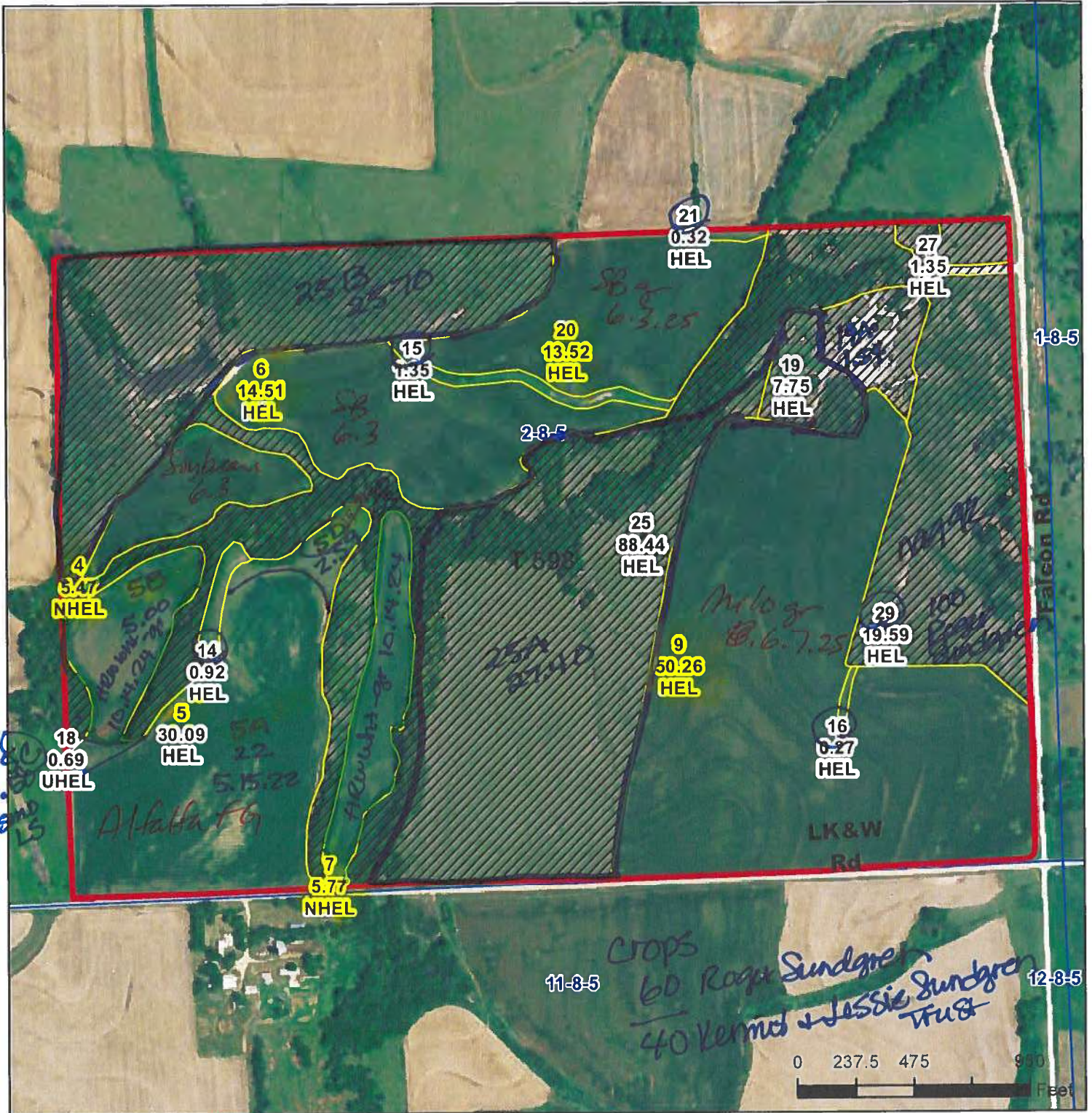
- Cropland
  - Tract Boundary
  - Rangeland
  - PLSS
  - Other Ag
- Wetland Determination Identifiers**
- Restricted Use
  - ▼ Limited Restrictions
  - Exempt from Conservation
  - Compliance Provisions

- Unless noted on field:**
- |                             |                       |
|-----------------------------|-----------------------|
| 1/ All Wheat HRW, NI, GR    | 6/ Grass NAG, NI, FG  |
| 2/ All Sorghum GRS, NI, GR  | 7/ Grass NAG, NI, LS  |
| 3/ All Corn YEL, NI GR      | 8/ Grass SMO, NI, GZ  |
| 4/ All Soybeans COM, NI, GR | 9/ Grass SMO, NI, FG  |
| 5/ Grass NAG, NI, GZ        | 10/ Grass SMO, NI, LS |

**2026 Program Year**  
 Map Created November 28, 2025  
 2023 NAIP  
**Farm 1725**  
**Tract 598**

Tract Cropland Total: 122.48 acres

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**Common Land Unit**  Tract Boundary  
 PLSS

- Non-Cropland
- Cropland
- Wetland Determination Identifiers**
- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation
- Compliance Provisions



Unless noted on field:

- |                             |  |
|-----------------------------|--|
| 1/ All Wheat HRW, NI, GR    | 5/ Grass NAG, NI, GZ <u>19A</u>            |
| 2/ All Sorghum GRS, NI, GR  | 6/ Grass NAG, NI, FG                       |
| 3/ All Corn YEL, NI GR      | 7/ Grass NAG, NI, LS                       |
| 4/ All Soybeans COM, NI, GR | 8/ Grass SMO, NI, GZ                       |
|                             | 9/ Grass SMO, NI, FG <u>14, 15, 21, 16</u> |
|                             | 10/ Grass SMO, NI, LS <u>5C, 5D</u>        |

2025 Program Year  
 Map Created November 08, 2024

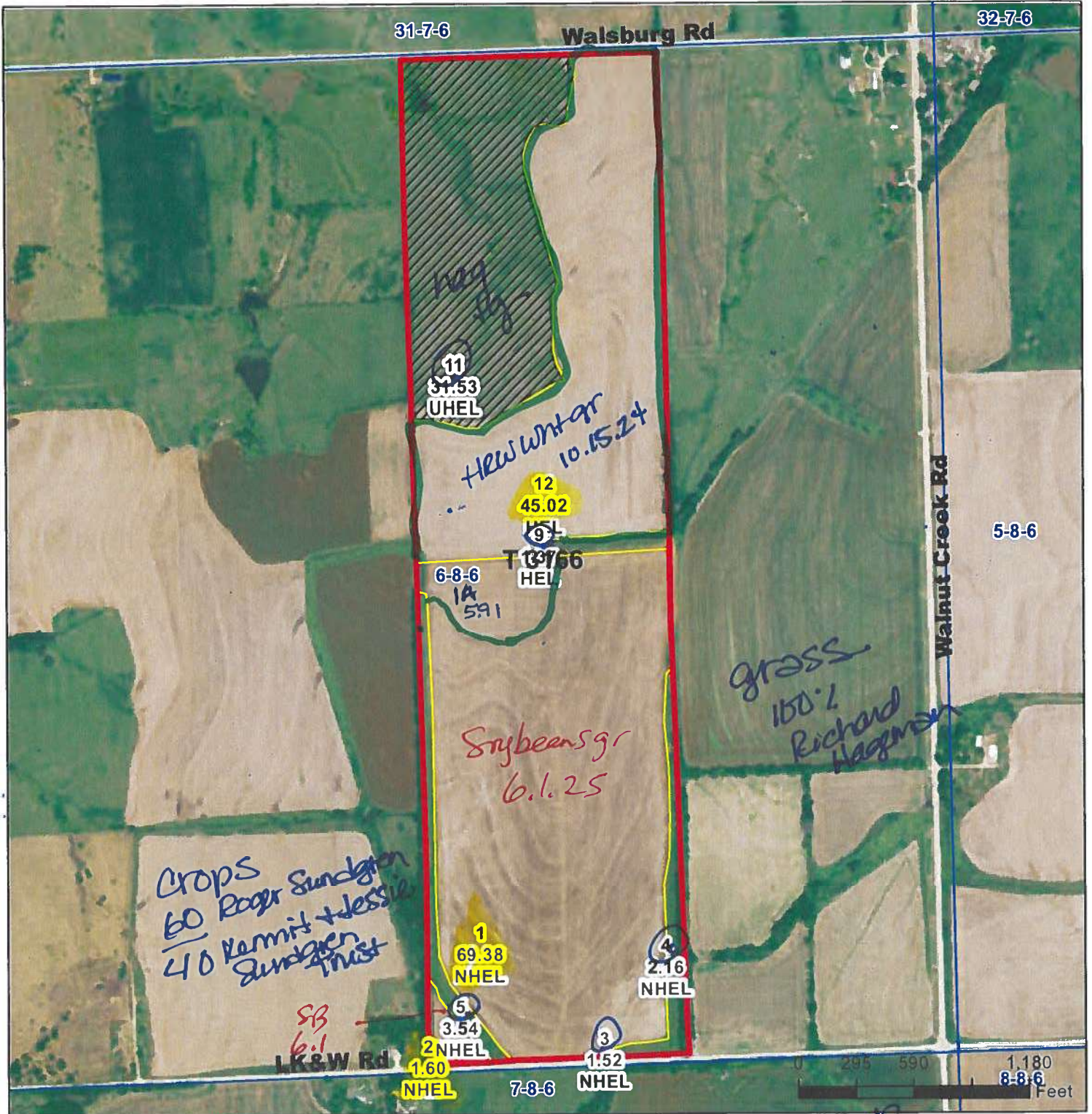
**Farm 1725**  
**Tract 598**

Tract Cropland Total: 122.48 acres

Displayed over 2023 NAIP

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

*Roger Sundgren 7-10-25*



**Common Land Unit**  Tract Boundary  
 PLSS

Non-Cropland  
 Cropland

**Wetland Determination Identifiers**

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions



Unless noted on field:

- |                             |                       |
|-----------------------------|-----------------------|
| 1/ All Wheat HRW, NI, GR    | 5/ Grass NAG, NI, GZ  |
| 2/ All Sorghum GRS, NI, GR  | 6/ Grass NAG, NI, FG  |
| 3/ All Corn YEL, NI, GR     | 7/ Grass NAG, NI, LS  |
| 4/ All Soybeans COM, NI, GR | 8/ Grass SMO, NI, GZ  |
|                             | 9/ Grass SMO, NI, FG  |
|                             | 10/ Grass SMO, NI, LS |

Tract Cropland Total: 124.59 acres

Displayed over 2023 NAIP

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*Roger Sundgren 7-10-25*

2025 Program Year  
 Map Created November 08, 2024  
 Farm 1725  
 Tract 3166

**Farm 1725**  
**Tract 3166**

Tract Cropland Total: 124.59 acres

**Unless noted on field:**






- 1/ All Wheat HRW, NI, GR
- 2/ All Sorghum GRS, NI, GR
- 3/ All Corn YEL, NI, GR
- 4/ All Soybeans COM, NI, GR
- 5/ Grass NAG, NI, GZ
- 6/ Grass NAG, NI, FG
- 7/ Grass NAG, NI, LS
- 8/ Grass SMO, NI, GZ
- 9/ Grass SMO, NI, FG
- 10/ Grass SMO, NI, LS

**Grass Table:**




Grass/SMO/FG	3459
Grass/NAAG/FG	
Grass/SWO/GZ	
Grass/NAAG/GZ	
Grass/SMO/LS	
Grass/NAAG/LS	

600/40  
 Rogers Kermit's Trust

**Common Land Unit**

-  Non-Cropland
-  Cropland
-  CRP
-  Tract Boundary
-  PLSS

**Wetland Determination Identifiers**

-  Restricted Use
-  Limited Restrictions
-  Exempt from Conservation Compliance Provisions



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no whoat

Farm 1725  
Tract 598

Tract Cropland Total: 122.48 acres

Unless noted on field:

- 1/ All Wheat HRW, NI, GR
- 2/ All Sorghum GRS, NI, GR
- 3/ All Corn YEL, NI, GR
- 4/ All Soybeans COM, NI, GR
- 5/ Grass NAG, NI, GZ
- 6/ Grass NAG, NI, FG
- 7/ Grass NAG, NI, LS
- 8/ Grass SMO, NI, GZ
- 9/ Grass SMO, NI, FG
- 10/ Grass SMO, NI, LS

Grass Table:

Grass/SMO/FG 1521, 1614  
 Grass/NAG/FG \_\_\_\_\_  
 Grass/SMO/GZ 29 254 23B  
 Grass/NAG/GZ 5C 5D  
 Grass/SMO/LS \_\_\_\_\_  
 Grass/NAG/LS \_\_\_\_\_

*60-40 Crops  
w/lt  
wild*



Common Land Unit

- Non-Cropland
- Cropland
- CRP
- Tract Boundary
- PLSS

Wetland Determination

Identifiers

- Restricted Use *3*
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

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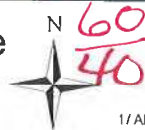
United States Department of Agriculture  
Farm Service Agency

Farm: 1725  
Tract: 598

**Riley County, KS**

1:6,536

**FY 2023**



October 12, 2022

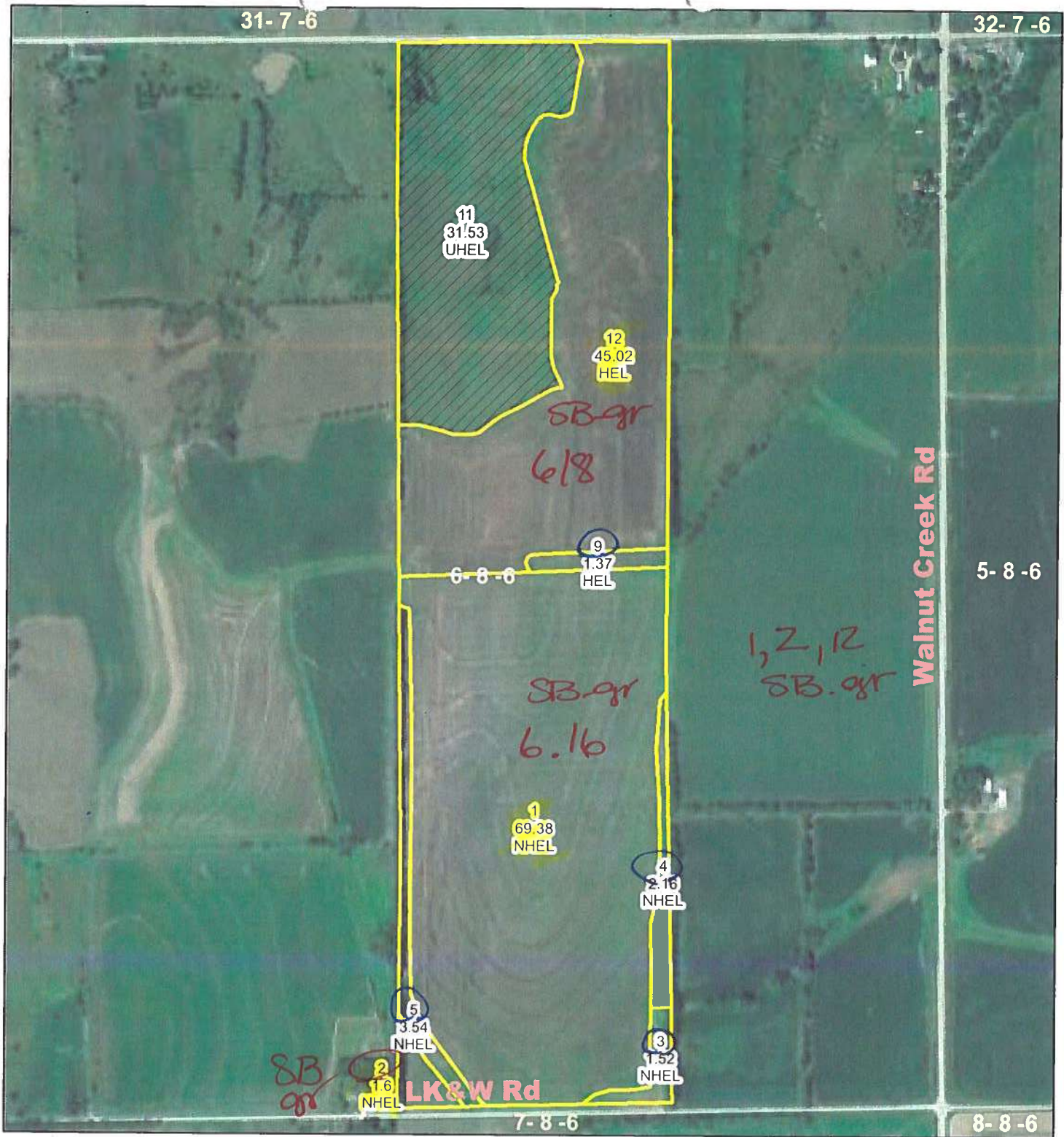
Unless noted on field:

- 1/ All Wheat HRW, NI, GR
- 2/ All Sorghum GRS, NI, GR
- 3/ All Corn YEL, NI, GR
- 4/ All Soybeans COM, NI, GR
- 5/ Grass NAG, NI, GZ
- 6/ Grass NAG, NI, FG
- 7/ Grass NAG, NI, LS
- 8/ Grass SMO, NI, GZ
- 9/ Grass SMO, NI, FG
- 10/ Grass SMO, NI, LS

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

Grass/SMO/FG 15, 21, 16, 14  
Grass/SMO/GZ \_\_\_\_\_  
Grass/SMO/LS 5C, 5D

Grass/NAG/FG \_\_\_\_\_  
Grass/NAG/GZ \_\_\_\_\_  
Grass/NAG/LS \_\_\_\_\_



United States Department of Agriculture  
Farm Service Agency

Farm: 1725  
Tract: 3166

Riley County, KS

1:7,856

60/40 Roger Kernid Trust  
FY 2023



October 12, 2022  
Unless noted on field:

- 1/ All Wheat HRW, NI, GR
- 2/ All Sorghum GRS, NI, GR
- 3/ All Corn YEL, NI, GR
- 4/ All Soybeans COM, NI, GR
- 5/ Grass NAG, NI, GZ
- 6/ Grass NAG, NI, FG
- 7/ Grass NAG, NI, LS
- 8/ Grass SMO, NI, GZ
- 9/ Grass SMO, NI, FG
- 10/ Grass SMO, NI, LS

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS

Grass/SMO/FG \_\_\_\_\_ Grass/NAG/FG \_\_\_\_\_  
 Grass/SMO/GZ \_\_\_\_\_ Grass/NAG/GZ \_\_\_\_\_  
 Grass/SMO/LS \_\_\_\_\_ Grass/NAG/LS \_\_\_\_\_

## 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 client's 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.

Debra Taylor  
Licensee  
Debra Taylor  
Supervising/branch broker

Gene Francis - Assisted  
Real estate company name approved by the commission

Buyer/Seller Acknowledgement (not required)