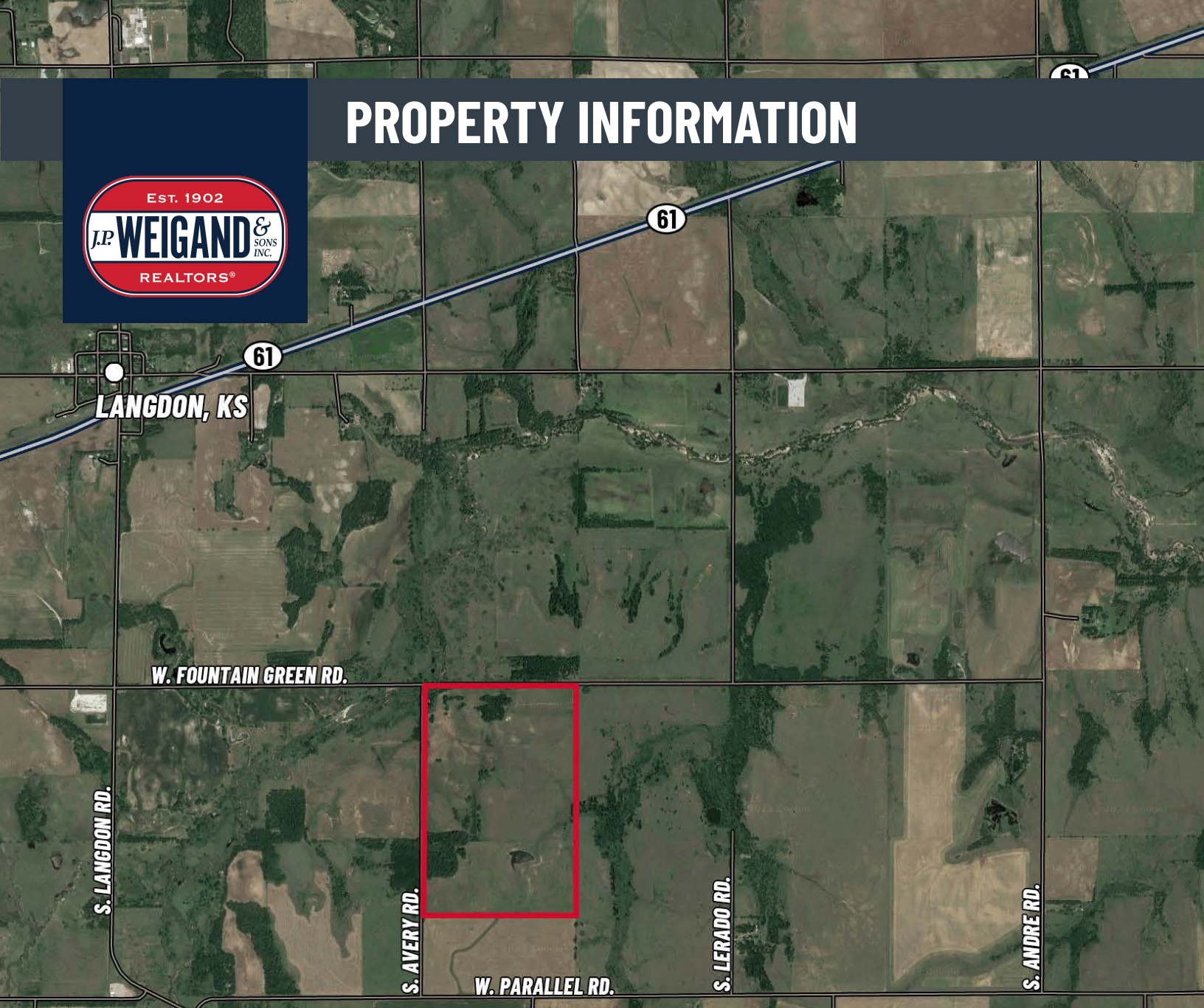


# PROPERTY INFORMATION



**237± Acres  
Langdon, KS**

**ONLINE ONLY | ABSOLUTE AUCTION**  
**Ends Tuesday, March 12, 2024**



Kevin Howell, Auctioneer  
316-292-3971 | [khowell@weigand.com](mailto:khowell@weigand.com)



# TABLE OF CONTENTS

03 - 05

PROPERTY INFORMATION & TAXES

06

TOPOGRAPHY HILLSHADE

07

SOILS MAP

08

FEMA REPORT

09

WETLANDS MAP

10-16

CONSERVATION PLAN

17-23

PRELIMINARY TITLE COMMITMENT

# Reno County, KS

## Summary

Parcel ID	2383400000002000
Quick Ref ID	R30973
Property Address	S AVERY RD LANGDON, KS 67583
Brief Tax Description	LANGDON TOWNSHIP, S34, T25, R09W, ACRES 237.4, NW1/4 AND N1/2 OF SW1/4 (Note: Not to be used on legal documents)
Taxing Unit Group	258
Lot Size (SF)	N/A
Acreage	237.21
Property Class	Agricultural Use
Zoning	N/A
Lot Block Subdivision	- - - LANGDON TOWNSHIP
S-T-R	34-25-09W
Deed Book & Page	611 - 497; 577 - 375;
Neighborhood	801

## Owner

Primary Owner  
Cardona, David P  
2502 Shelton St  
Wichita, KS 67204

## Ag Acreage

Details:								Summary:	
Ag Type	Ag Acres	Ag Soil	Non-irrigated Base Rate	Non-irrigated Adjusted Rate	Irrigated Base Rate	Irrigated Adjusted Rate	Total Value	Dry Land Acres	110.16
DR	0.12	5560	19	19	0	0	10	Irrigated Acres	
DR	59.77	5858	210	210	0	0	12550	Native Grass Acres	123.64
DR	22.53	5858	210	210	0	0	4730	Tame Grass Acres	3.41
DR	10.14	5956	257	257	0	0	2610	Total Ag Acres	237.21
DR	1.71	5956	257	257	0	0	440	Total Ag Value	24570.00
DR	15.89	WST	10	10	0	0	160		
NG	1.34	5560	140	140	0	0	190		
NG	10.82	5680	47	47	0	0	510		
NG	32.89	5858	29	29	0	0	950		
NG	35.28	5956	29	29	0	0	1020		
NG	13.87	5960	29	29	0	0	400		
NG	9.34	6384	29	29	0	0	270		
NG	14.59	6385	29	29	0	0	420		
NG	5.51	6386	29	29	0	0	160		
TG	2.30	5858	43	43	0	0	100		
TG	0.29	5956	43	43	0	0	10		
TG	0.82	5960	43	43	0	0	40		

## Other Buildings

Occupancy	MSCIs	Rank	Qty	Year Built	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Class	Value
Barn, General Purpose	D	1.00	1	1900	1,152	144	16	48 X 24	1	0	0	A	0
Farm Utility Building	P	2.00	1	2011	2,400	200	12	60 X 40	1	3	3	A	14,880
Site Improvements	M	2.00	1	2014	10	10	8	0 X 0	1	3	3	A	7,160

## Other Building Components

Code	Units	Pct	Size	Rank	Year
910-Single -Wall-Boards on Wood	0	100	0		0
918-Single -Metal on Wood Frame	0	100	0		0
649-No HVAC	0	0	0		0
8002-Porch, Open Slab	1200	0	0		0
8002-Porch, Open Slab	1440	0	0		0

## Valuation

2023 Appraised Value				2022 Appraised Value			
Class	Land	Building	Total	Class	Land	Building	Total
A	\$27,690	\$22,550	\$50,240	A	\$29,180	\$24,460	\$53,640
Total	\$27,690	\$22,550	\$50,240	Total	\$29,180	\$24,460	\$53,640

# Reno County, KS

## Summary

Tax ID CARD00070  
Tax Year 2023  
Name CARDONA, DAVID P  
Property Address 00000 SAVERY  
Sec-Twp-Rng 34--2-09  
Description  
Parcel ID/Cama 2383400000002000  
Parcel Classes RL  
Tax Unit 258

## Tax History

Tax Year	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	DIQ
2023	\$0	0.000	\$0.00	\$0.00	\$2,021.20	\$2,021.20	N
2023	\$0	0.000	\$0.00	\$765,696.00	\$96.00	\$96.00	N
2023	\$0	0.000	\$0.00	\$0.00	\$11.86	\$11.86	N
2022	\$0	0.000	\$0.00	\$0.00	\$2,203.18	\$2,203.18	N
2022	\$0	0.000	\$0.00	\$765,792.00	\$96.00	\$96.00	N
2022	\$0	0.000	\$0.00	\$0.00	\$11.86	\$11.86	N
2021	\$0	0.000	\$0.00	\$0.00	\$1,795.82	\$1,795.82	N
2021	\$0	0.000	\$0.00	\$765,888.00	\$96.00	\$96.00	N
2021	\$0	0.000	\$0.00	\$0.00	\$11.86	\$11.86	N
2020	\$0	0.000	\$0.00	\$0.00	\$1,169.62	\$1,169.62	N
2020	\$0	0.000	\$0.00	\$765,984.00	\$96.00	\$96.00	N
2020	\$0	0.000	\$0.00	\$0.00	\$11.86	\$11.86	N
2019	\$0	0.000	\$0.00	\$0.00	\$1,131.70	\$1,131.70	N
2019	\$0	0.000	\$0.00	\$766,080.00	\$96.00	\$96.00	N
2019	\$0	0.000	\$0.00	\$0.00	\$11.86	\$11.86	N
2018	\$0	0.000	\$0.00	\$0.00	\$1,125.84	\$1,125.84	N
2018	\$0	0.000	\$0.00	\$734,252.00	\$92.00	\$92.00	N
2018	\$0	0.000	\$0.00	\$0.00	\$11.86	\$11.86	N
2017	\$0	0.000	\$0.00	\$0.00	\$1,162.28	\$1,162.28	N
2017	\$0	0.000	\$0.00	\$0.00	\$11.86	\$11.86	N
2016	\$0	0.000	\$0.00	\$0.00	\$1,095.24	\$1,095.24	N
2016	\$0	0.000	\$0.00	\$0.00	\$11.86	\$11.86	N
2015	\$0	0.000	\$0.00	\$0.00	\$1,060.22	\$1,060.22	N
2015	\$0	0.000	\$0.00	\$0.00	\$11.85	\$11.85	N
2014	\$0	0.000	\$0.00	\$0.00	\$1,015.70	\$1,015.70	N
2014	\$0	0.000	\$0.00	\$0.00	\$11.85	\$11.85	N
2013	\$0	0.000	\$0.00	\$0.00	\$1,055.78	\$1,055.78	N
2013	\$0	0.000	\$0.00	\$0.00	\$11.85	\$11.85	N
2012	\$0	0.000	\$0.00	\$0.00	\$439.80	\$439.80	N
2012	\$0	0.000	\$0.00	\$0.00	\$11.85	\$11.85	N
2011	\$0	0.000	\$0.00	\$0.00	\$487.38	\$487.38	N
2011	\$0	0.000	\$0.00	\$0.00	\$11.85	\$11.85	N
2010	\$0	0.000	\$0.00	\$0.00	\$1,350.86	\$1,350.86	N
2010	\$0	0.000	\$0.00	\$5.92	\$11.85	\$11.85	N
2009	\$0	0.000	\$0.00	\$5.92	\$11.85	\$11.85	N
2009	\$0	0.000	\$0.00	\$0.00	\$1,340.85	\$1,340.85	N
2008	\$0	0.000	\$0.00	\$0.00	\$1,382.85	\$1,382.85	N
2008	\$0	0.000	\$0.00	\$5.92	\$11.85	\$11.85	N
2007	\$0	0.000	\$0.00	\$5.92	\$11.85	\$11.85	N
2007	\$0	0.000	\$0.00	\$0.00	\$1,362.35	\$1,362.35	N
2006	\$0	0.000	\$0.00	\$5.92	\$11.85	\$11.85	N
2006	\$0	0.000	\$0.00	\$0.00	\$1,332.09	\$1,332.09	N
2005	\$0	0.000	\$0.00	\$5.92	\$11.85	\$11.85	N
2005	\$0	0.000	\$0.00	\$0.00	\$1,297.33	\$1,297.33	N
2004	\$0	0.000	\$0.00	\$0.00	\$1,248.75	\$1,248.75	N
2004	\$0	0.000	\$0.00	\$5.92	\$11.85	\$11.85	N
2003	\$0	0.000	\$0.00	\$5.92	\$11.85	\$11.85	N
2003	\$0	0.000	\$0.00	\$0.00	\$1,049.01	\$1,049.01	N
2002	\$0	0.000	\$0.00	\$0.00	\$1,128.27	\$1,128.27	N
2002	\$0	0.000	\$0.00	\$5.92	\$11.85	\$11.85	N

Tax Year	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Delq
2001	\$0	0.000	\$0.00	\$0.00	\$1,008.15	\$1,008.15	N
2001	\$0	0.000	\$0.00	\$5.92	\$11.85	\$11.85	N
2000	\$0	0.000	\$0.00	\$5.92	\$11.85	\$11.85	N
2000	\$0	0.000	\$0.00	\$0.00	\$1,000.85	\$1,000.85	N
1999	\$0	0.000	\$0.00	\$5.92	\$11.85	\$11.85	N
1999	\$0	0.000	\$0.00	\$0.00	\$915.83	\$915.83	N
1998	\$0	0.000	\$0.00	\$0.00	\$842.47	\$842.47	N
1998	\$0	0.000	\$0.00	\$5.33	\$10.67	\$10.67	N
1997	\$0	0.000	\$0.00	\$4.68	\$9.36	\$9.36	N
1997	\$0	0.000	\$0.00	\$0.00	\$871.84	\$871.84	N

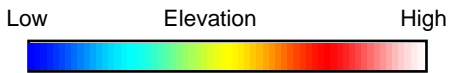
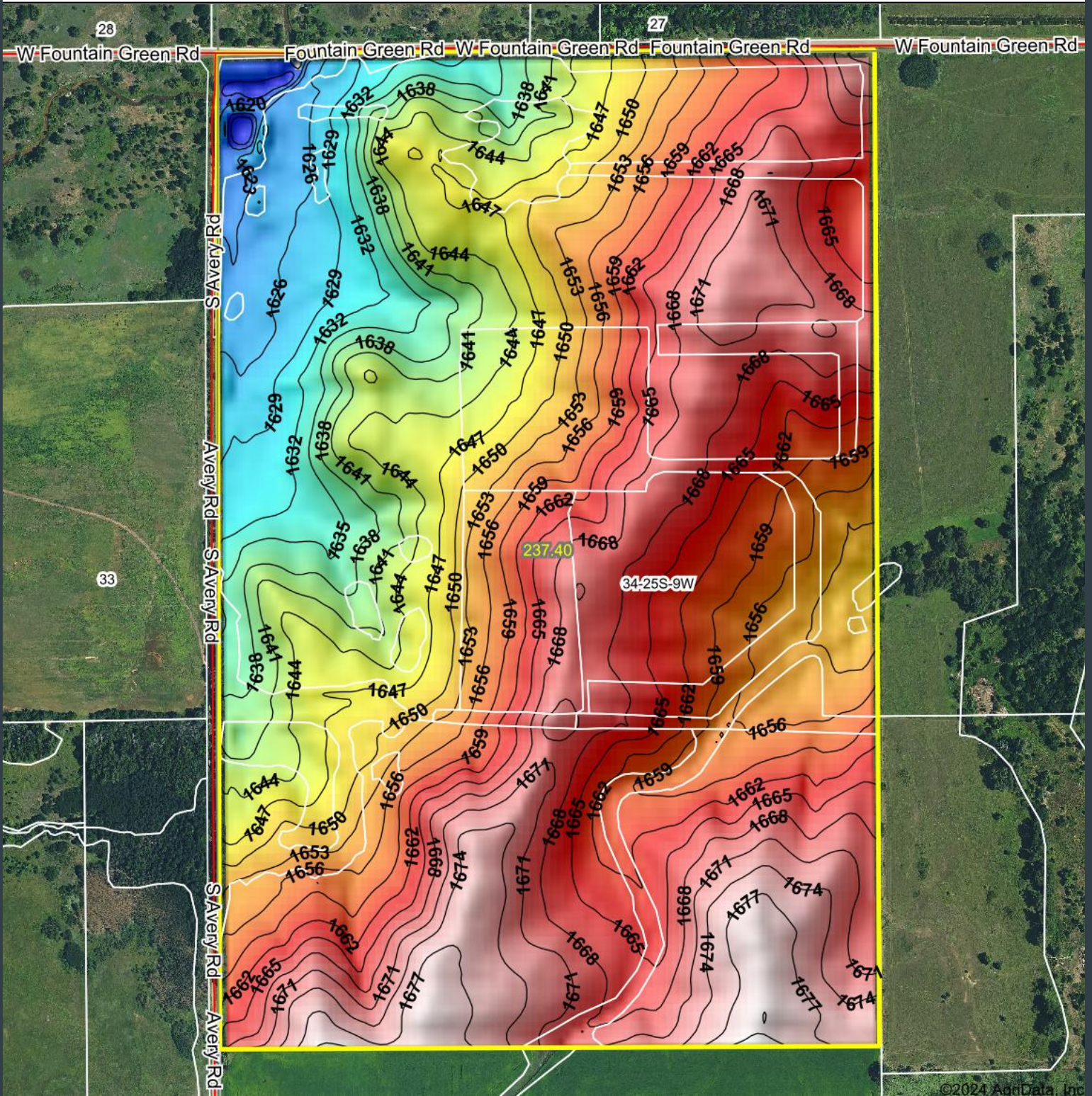
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# Topography Hillshade



Source: USGS 10 meter dem

0ft 621ft 1241ft

Interval(ft): 3

Min: 1,614.4

Max: 1,680.4

Range: 66.0

Average: 1,656.0

Standard Deviation: 14.47 ft



1/8/2024

**34-25S-9W**  
**Reno County**  
**Kansas**

Boundary Center: 37° 50' 1.44, -98° 18' 8.05



Maps Provided By:

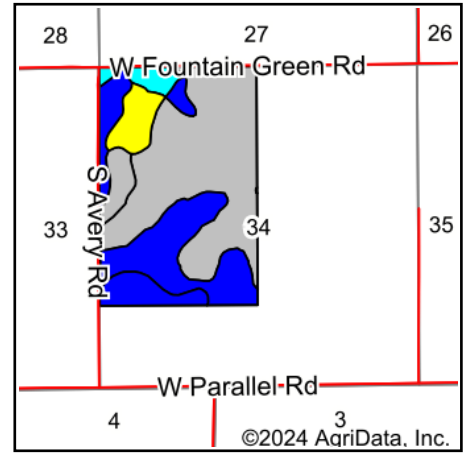
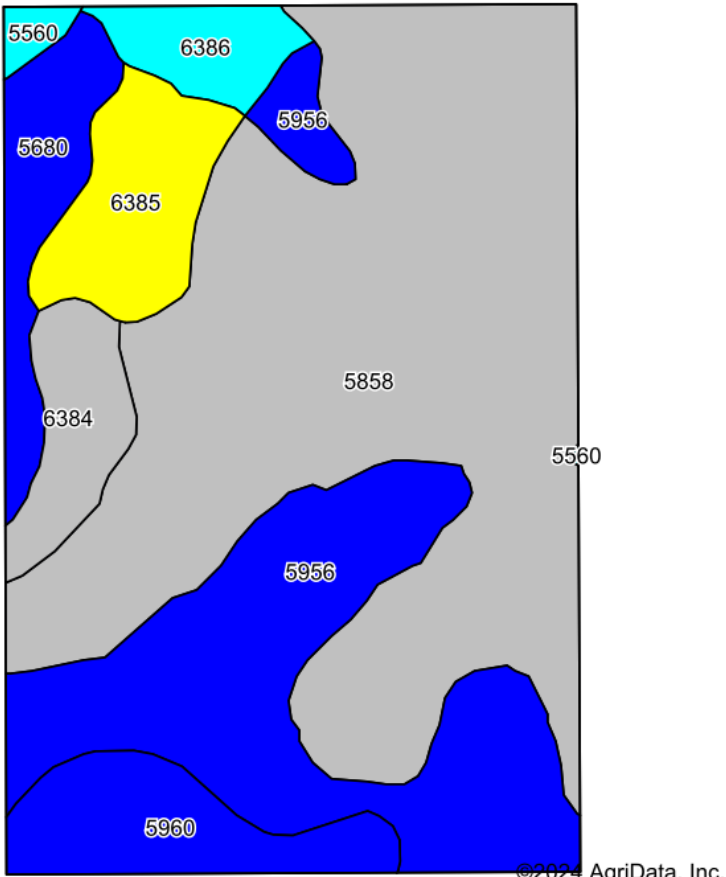


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Field borders provided by Farm Service Agency as of 5/21/2008.



# Soils Map



State: **Kansas**  
 County: **Reno**  
 Location: **34-25S-9W**  
 Township: **Langdon**  
 Acres: **237.4**  
 Date: **1/8/2024**



Maps Provided By:  
  
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Soils data provided by USDA and NRCS.

Area Symbol: KS155, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Range Production (lbs/acre/yr)	*n NCCPI Soybeans
5858	Albion-Shellabarger sandy loams, 1 to 3 percent slopes	122.76	51.7%		IIIe	IIIe	3056	42
5956	Shellabarger sandy loam, 1 to 3 percent slopes	53.46	22.5%		Ile	Ile	3052	51
5960	Shellabarger-Nalim complex, 1 to 3 percent slopes	15.07	6.3%		Ile	Ile	3216	57
6385	Nash-Lucien silt loams, 3 to 7 percent slopes	14.80	6.2%		IVe		3126	38
5680	Yaggy-Saxman complex, occasionally flooded	12.34	5.2%		IIw	IIw	5310	26
6384	Nash silt loam, 1 to 3 percent slopes	10.02	4.2%		IIIe		3336	42
6386	Nash-Lucien silt loams, 7 to 15 percent slopes, moderately eroded	7.28	3.1%		VIe		3190	31
5560	Kanza-Ninnescah sandy loams, frequently flooded	1.67	0.7%		Vw		7000	28
Weighted Average					2.83	*-	3230.5	*n 43.5

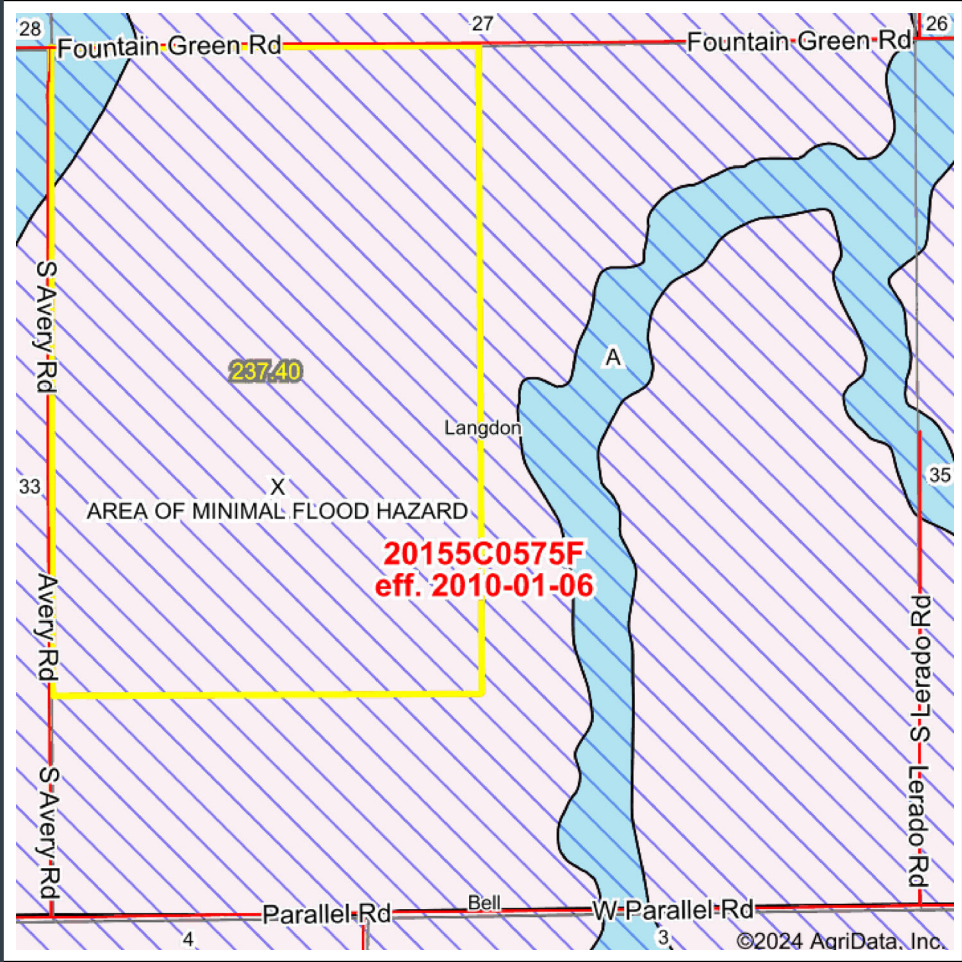
n: The aggregation method is "Weighted Average using all components"

c: Using Capabilities Class Dominant Condition Aggregation Method

- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

Soils data provided by USDA and NRCS.

FEMA Report



Map Center: 37° 49' 54.69, -98° 17' 51.49  
State: KS      Acres: 237.4  
County: Reno      Date: 1/8/2024  
Location: 34-25S-9W  
Township: Langdon

Maps Provided By:   
© AgriData, Inc. 2023      www.AgriDataInc.com

Name		Number	County	NFIP Participation	Acres	Percent
RENO COUNTY		200567	Reno	Regular	237.4	100%
Total					237.4	100%

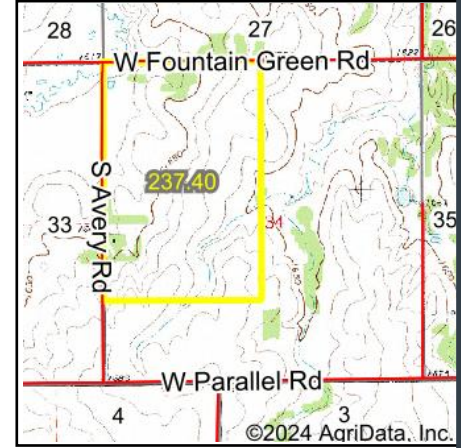
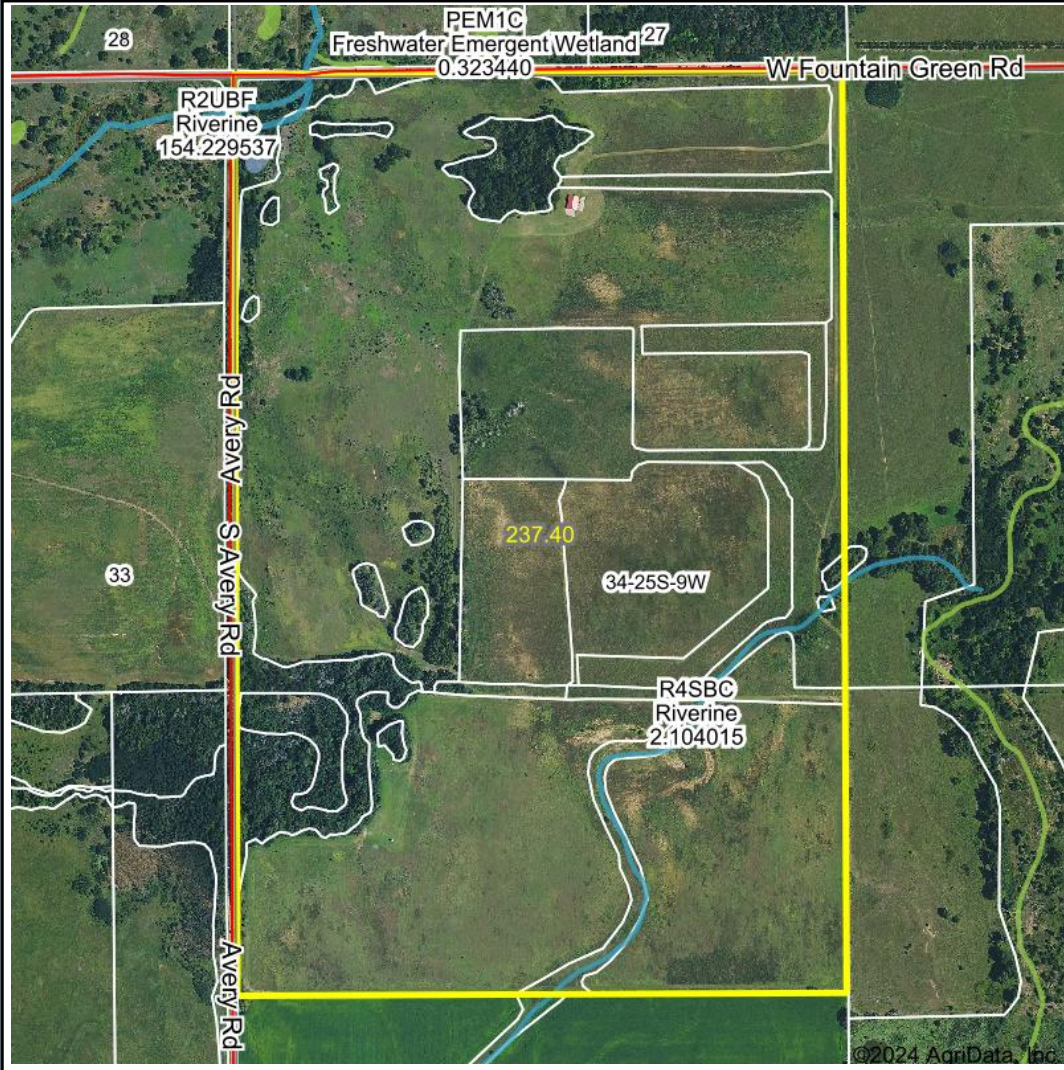
Map Change		Date	Case No.	Acres	Percent
No				0	0%

Zone	SubType	Description	Acres	Percent
X	AREA OF MINIMAL FLOOD HAZARD	Outside 500-year Floodplain	231.86	97.7%
A		100-year Floodplain	5.54	2.3%
Total			237.40	100%

Panel		Effective Date	Acres	Percent
20155C0575F		1/6/2010	237.4	100%
Total			237.4	100%



# Wetlands Map



State: **Kansas**  
 Location: **34-25S-9W**  
 County: **Reno**  
 Township: **Langdon**  
 Date: **1/8/2024**



Maps Provided By:



0ft 947ft 1893ft

Classification Code	Type	Acres
R4SBC	Riverine	1.18
R2UBF	Riverine	0.48
PUBFx	Freshwater Pond	0.26
Total Acres		1.92

Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>

U.S. DEPARTMENT OF AGRICULTURE

## CONSERVATION PLAN OR SCHEDULE OF OPERATIONS

NRCS-CPA-1155

NATURAL RESOURCES CONSERVATION SERVICE

PARTICIPANT DAVID P CARDONA	COUNTY AND STATE RENO, KANSAS	PROGRAM AND CONTRACT NUMBER	FUND CODE
LAND UNITS OR LEGAL DESCRIPTION Tract: 32615 Fields: 4, 5, 8, 27, 28	WATERSHED 11030014	ACRES 51.4	EXPIRATION DATE 9/30/2022

**Contract Item 1 Access Control (472)**

Prior to seeding, broken terraces or other existing gullies will be repaired or filled to a non-erosive condition. Manage land to exclude domestic livestock use. Prevent tracking due to vehicle use. Storing equipment or building structures is not allowed. There shall be no haying or grazing of CRP acreage for the life of the contract, other than that included in the contract Conservation Plan of Operations or allowed by FSA guidance. Once the cover is established, all disturbances to the cover should be avoided during the upland bird nesting period of April 15 to July 15. Active erosion such as gullies will be addressed during the life of the contract. This may require filling, shaping and reseeding. This practice shall be operated and maintained according to the NRCS conservation practice standard.

Fields: Tract: 32615 Fields: 4, 5, 8, 27, 28

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/ Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2012	2013	2014	2015	2016	2017	2018	2019	2020	2021-22
1	Access Control (472)	51.4 ac 51.4 ac	NC	NC	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac

**Contract Item 2 Upland Wildlife Habitat Management (645)**

Create, maintain or enhance area(s) to provide upland wildlife food and cover.

Fields: Tract: 32615 Fields: 4, 5, 8, 27, 28

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/ Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2012	2013	2014	2015	2016	2017	2018	2019	2020	2021-22
2	Upland Wildlife Habitat Management (645)	51.4 ac 51.4 ac	NC	NC	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac

**Contract Item 3 Herbaceous Weed Control (315)**

Manage agricultural weed pest infestations to reduce adverse effects on establishment of planned cover and environmental resources. Noxious weeds shall be controlled on all CRP contract acreage for the life of the contract. Use environmentally-sensitive prevention, avoidance, monitoring, and suppression strategies. Once the cover is established, any disturbances to the cover during the upland bird nesting season of April 15 to July 15 shall be documented as necessary due to unusual circumstances approved on a state, county, or specific contract basis by the FSA, NRCS/TSF, and partners. Annual or periodic mowing outside the nesting season, without documentation for the need, is prohibited at all times. This practice shall be operated and maintained according to the NRCS conservation practice standard.

Fields: Tract: 32615 Fields: 4, 5, 8, 27, 28

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/ Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2012	2013	2014	2015	2016	2017	2018	2019	2020	2021-22
3	Herbaceous Weed Control (315)	51.4 ac 51.4 ac	NC	NC	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac	51.4 ac



PARTICIPANT DAVID P CARDONA	COUNTY AND STATE RENO, KANSAS	PROGRAM AND CONTRACT NUMBER		FUND CODE
LAND UNITS OR LEGAL DESCRIPTION Tract: 32615 Fields: 4, 5, 8, 27, 28	WATERSHED 11030014	ACRES 51.4	EXPIRATION DATE 9/30/2022	

Light disking can be performed on established CRP fields to promote early successional vegetation in order to create plant diversity that will benefit wildlife. Disking depth will be 3 to 4 inches, multiple passes may be needed and at least 25 percent of the grass stand will remain alive. Light disking operations can begin after plant dormancy in the fall and must be completed prior to April 15. Fifty percent of the contract acreage may be disked a year except where contract acreage is 25 acres or less. When total contract acreage is 25 acres or less the entire contract acreage may be disked in a year. This practice will be completed according to the NRCS Conservation Practice Standard and Construction Specifications 645, Upland Wildlife Habitat Management. Disking operations will also be performed in accordance with FSA CRP policy.

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/ Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2012	2013	2014	2015	2016	2017	2018	2019	2020	2021-22
4	Upland Wildlife Habitat Management (645)	26.3 ac												
4a	VEG(CRP)-Light Disking	26.3 ac		FR				26.3 ac						

Light disking can be performed on established CRP fields to promote early successional vegetation in order to create plant diversity that will benefit wildlife. Disking depth will be 3 to 4 inches, multiple passes may be needed and at least 25 percent of the grass stand will remain alive. Light disking operations can begin after plant dormancy in the fall and must be completed prior to April 15. Fifty percent of the contract acreage may be disked a year except where contract acreage is 25 acres or less. When total contract acreage is 25 acres or less the entire contract acreage may be disked in a year. This practice will be completed according to the NRCS Conservation Practice Standard and Construction Specifications 645, Upland Wildlife Habitat Management. Disking operations will also be performed in accordance with FSA CRP policy.

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/ Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2012	2013	2014	2015	2016	2017	2018	2019	2020	2021-22
5	Upland Wildlife Habitat Management (645)	25.1 ac												
5a	VEG(CRP)-Light Disking	25.1 ac		FR					25.1 ac					



U.S. DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

## CONSERVATION PLAN OR SCHEDULE OF OPERATIONS

NRCS-CPA-1155

PARTICIPANT DAVID P CARDONA	COUNTY AND STATE RENO, KANSAS	PROGRAM AND CONTRACT NUMBER	FUND CODE
LAND UNITS OR LEGAL DESCRIPTION Tract: 32615 Fields: 4, 5, 8, 27, 28	WATERSHED 11030014	ACRES 51.4	EXPIRATION DATE 9/30/2022

Total Cost-Share or Payment by Year										Contract Payment
Year	2012	2013	2014	2015	2016					
Amount(\$)	See FSA CRP-1 document for Cost Share Amounts									

- NOTES: A. All items numbers on form NRCS-CPA-1155 must be carried out as part of this contract to prevent violation.  
 B. When established, the conservation practices identified by the numbered items must be maintained by the participant at no cost to the government.  
 C. All cost share rates are based on 50% actual cost (AC) Not To Exceed a maximum as determined by FSA with the following exceptions:  
 AA = Actual costs not to exceed average cost. FR = Flat rate. PR = Payment rate. NC = Non cost-shared. AM = Actual cost not to exceed the specified maximum.  
 D. By signing, the participant acknowledges receipt of this conservation plan including this form NRCS-CPA-1155 and agrees to comply with the terms and conditions here of.

## Certification of Participants

Signature	Date	Signature	Date
DAVID P CARDONA		KAREN K CARDONA	

## Signatures of Reviewing Officials

NRCS Approving Official Signature	Approved by Conservation District Representative Signature
Date	Date

FSA Approving Official  
Signature

Date

## PUBLIC BURDEN STATEMENT

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 collections is 0578-0013. The time required to complete this information collection is estimated to average 45/0.75 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 information.

## PRIVACY ACT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

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SOUTH HUTCHINSON SERVICE CENTER  
18 E 7TH AVE  
S HUTCHINSON, KS 67505-1034  
(620) 669-8161

MATTHEW ELLIOTT  
DISTRICT CONSERVATIONIST

## Conservation Plan

DAVID P CARDONA  
2502 N SHELTON ST  
WICHITA, KS 67204

KAREN K CARDONA  
2502 N SHELTON ST  
WICHITA, KS 67204

### Access Control (472)

Prior to seeding, broken terraces or other existing gullies will be repaired or filled to a non-erosive condition. Manage land to exclude domestic livestock use. Prevent tracking due to vehicle use. Storing equipment or building structures is not allowed. There shall be no haying or grazing of CRP acreage for the life of the contract, other than that included in the contract Conservation Plan of Operations or allowed by FSA guidance. Once the cover is established, all disturbances to the cover should be avoided during the upland bird nesting period of April 15 to July 15. Active erosion such as gullies will be addressed during the life of the contract. This may require filling, shaping and reseeding. This practice shall be operated and maintained according to the NRCS conservation practice standard.

Tract	Field	Planned Amount	Month	Year	Applied Amount	Date
32615	4	4.2 ac	10	2012		
32615	5	14.8 ac	10	2012		
32615	8	2 ac	10	2012		
32615	27	7.3 ac	10	2012		
32615	28	23.1 ac	10	2012		
	Total:	51.4 ac				

### Herbaceous Weed Control (315)

Manage agricultural weed pest infestations to reduce adverse effects on establishment of planned cover and environmental resources. Noxious weeds shall be controlled on all CRP contract acreage for the life of the contract. Use environmentally-sensitive prevention, avoidance, monitoring, and suppression strategies. Once the cover is established, any disturbances to the cover during the upland bird nesting season of April 15 to July 15 shall be documented as necessary due to unusual circumstances approved on a state, county, or specific contract basis by the FSA, NRCS/TSP, and partners. Annual or periodic mowing outside the nesting season, without documentation for the need, is prohibited at all times. This practice shall be operated and maintained according to the NRCS conservation practice standard.

Tract	Field	Planned Amount	Month	Year	Applied Amount	Date
32615	4	4.2 ac	10	2012		
32615	5	14.8 ac	10	2012		
32615	8	2 ac	10	2012		
32615	27	7.3 ac	10	2012		
32615	28	23.1 ac	10	2012		
	Total:	51.4 ac				

### Upland Wildlife Habitat Management (645)

Create, maintain or enhance area(s) to provide upland wildlife food and cover.

Tract	Field	Planned Amount	Month	Year	Applied Amount	Date
32615	4	4.2 ac	10	2012		
32615	5	14.8 ac	10	2012		
32615	8	2 ac	10	2012		
32615	27	7.3 ac	10	2012		
32615	28	23.1 ac	10	2012		
	Total:	51.4 ac				



### Upland Wildlife Habitat Management (645)

Light disking can be performed on established CRP fields to promote early successional vegetation in order to create plant diversity that will benefit wildlife. Disking depth will be 3 to 4 inches, multiple passes may be needed and at least 25 percent of the grass stand will remain alive. Light disking operations can begin after plant dormancy in the fall and must be completed prior to April 15. Fifty percent of the contract acreage may be disked a year except where contract acreage is 25 acres or less. When total contract acreage is 25 acres or less the entire contract acreage may be disked in a year. This practice will be completed according to the NRCS Conservation Practice Standard and Construction Specifications 645, Upland Wildlife Habitat Management. Disking operations will also be performed in accordance with FSA CRP policy.

Tract	Field	Planned Amount	Month	Year	Applied Amount	Date
32615	4	4.2 ac	3	2015		
32615	5	14.8 ac	3	2015		
32615	8	2 ac	3	2016		
32615	27	7.3 ac	3	2015		
32615	28	23.1 ac	3	2016		
	Total:	51.4 ac				

CERTIFICATION OF PARTICIPANTS

\_\_\_\_\_  
DAVID P CARDONA

\_\_\_\_\_  
DATE

\_\_\_\_\_  
KAREN K CARDONA

\_\_\_\_\_  
DATE

CERTIFICATION OF:

DISTRICT CONSERVATIONIST

\_\_\_\_\_  
MATTHEW ELLIOTT

\_\_\_\_\_  
DATE

CONSERVATION DISTRICT

\_\_\_\_\_  
RENO COUNTY CONSERVATION DATE

PUBLIC BURDEN STATEMENT

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 collections is 0578-0013. The time required to complete this information collection is estimated to average 45/0.75 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 information.

PRIVACY ACT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

USDA NON-DISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, family status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer."



**Transaction Identification Data for reference only:**

Issuing Agent:	Security 1st Title	Buyer:	A legal entity, To Be Determined
Issuing Office:	1001 N. Main Street Hutchinson, KS 67501	Title Contact:	Becky Young (620) 669-8289 (Work) (620) 669-8280 (Work Fax) <a href="mailto:byoung@security1st.com">byoung@security1st.com</a>
ALTA Universal ID:	1100300		
Loan ID Number:			
Commitment No.:	KS-C3056788		
Property Address:	00000 S. Avery Rd Turon, KS 67583		

**SCHEDULE A**

**1. Commitment Date:**

01/11/2024 at 07:00 AM

**2. Policy to be issued:**

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A legal entity, To Be Determined

The estate or interest to be insured: Fee Simple

**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:**

David P. Cardona

**5. The Land is described as follows:**

The Northwest Quarter AND the North Half of the Southwest Quarter of Section 34, Township 25 South, Range 9 West of the 6th P.M., Reno County, Kansas.

**Security 1st Title, LLC**

By:

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## 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, and recorded in the Public Records.
5. **Furnish to the Company the identity of the proposed insured and policy liability amount. We reserve the right to make additional requirements or exceptions upon review.**
6. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
7. **File a Warranty Deed from David P. Cardona, stating marital status and joined by spouse, if any, to A legal entity, To Be Determined.**
8. **Provide this company with a properly completed and executed Owner's Affidavit.**
9. **Access to court records is currently not available. We require the owner to provide a proper owner's affidavit stating no court action in RENO County, Kansas exists wherein the owner is subject to (or may become subject to) a judgement lien which may attach to the Land. We further require a proper indemnity signed by the affiant owner(s). If we are to issue a loan policy on a non-purchase money mortgage, we must also be provided with a proper indemnity from the purchaser(s). Absence of which will result in the following exceptions to appear on any policy to be issued:**

**Owner's Policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of RENO County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land in the Public Records.'**

**Loan policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of RENO County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage in the Public Records.'**

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**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 encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2023 in the amount of \$2,129.06, PAID.**

**Property ID # 1-28708**

8. **The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the RENO County Register of Deeds.**
9. **Subject to existing road, street or highway rights of way.**
10. **Terms and provisions of the Oil and Gas Lease executed between David P. Cardona and Karen K. Cardona, H&W, lessor, and Basin Management Group, Inc., lessee, for a primary term of Three (3) years, with the option to extend for Two (2) additional years, dated JANUARY 28, 2011, filed MAY 04, 2011, recorded in/on Book 461, Page [26](#), together with all subsequent assignments and conveyances.**

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

11. **The terms and provisions contained in the document entitled "Memorandum of Dedication of Natural Gas Production" filed as March 6, 2014, in Book 497, Page [292](#).**
12. **The terms and provisions contained in the document entitled "Memorandum of Dedication of Natural Gas Production" filed July 28, 2014, in Book 501, Page [250](#).**

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13. Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.
14. Tenancy rights, if any, either month to month or by virtue of written or any other unrecorded leases, or otherwise, of parties now in possession of any part of the premises described herein..
15. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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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.

### 4. COMPANY'S RIGHT TO AMEND

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 liable for any other amendment to

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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 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.
- 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.

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

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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.

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