

975.15 ACRES M/L OFFERED IN 4 TRACTS

FARMLAND AUCTION

# HIGH PLAINS

ALFALFA FARM

FINNEY COUNTY, KS

TUESDAY, NOVEMBER 30TH

AT THE CLARION INN IN GARDEN CITY, KANSAS

*HighPlainsAlfalfaFarm.com*



# 975.15 TOTAL ACRES M/L

## EXECUTIVE SUMMARY

The High Plains alfalfa farm totaling 975.15 Acres m/l is located near Garden City, Kansas in Finney County. The farm will be offered in 4 tracts ranging from 135.02 acres m/l to 319.25 acres m/l via the multi parcel auction formation where tracts can be purchased individually or in any combination.

The farm is comprised of approximately 778.57 FSA cropland acres m/l with 17.64 acres m/l enrolled in the CRP through 2022 with an annual payment totaling \$680. This farm is authorized to irrigate 938 acres m/l through 7 well maintained Valley pivots with the entire farm currently planted to high quality alfalfa with establishment dates between the fall of 2016 and 2021. Utilizing high quality alfalfa varieties, local cattle manure, and extensive management practices, this farm has consistently produced alfalfa yields well above county averages. The farm is conveniently located near US Highway 83 with quick access to multiple grain and hay marketing options including ethanol plants, feedlots, and dairies.

*Buyer will be responsible for a Buyer's Premium of three percent (3%) of the purchase price, such amount to be payable at closing.*

## HIGH PLAINS ALFALFA FARM UPCOMING AUCTION

FINNEY COUNTY, KANSAS

**TUEASDAY, NOVEMBER 30TH  
AT 10:00 AM (CST)**

**AUCTION LOCATION: CLARION INN  
1911 E KANSAS AVENUE | GARDEN CITY, KS**

### LISTING AGENT & AUCTIONEER

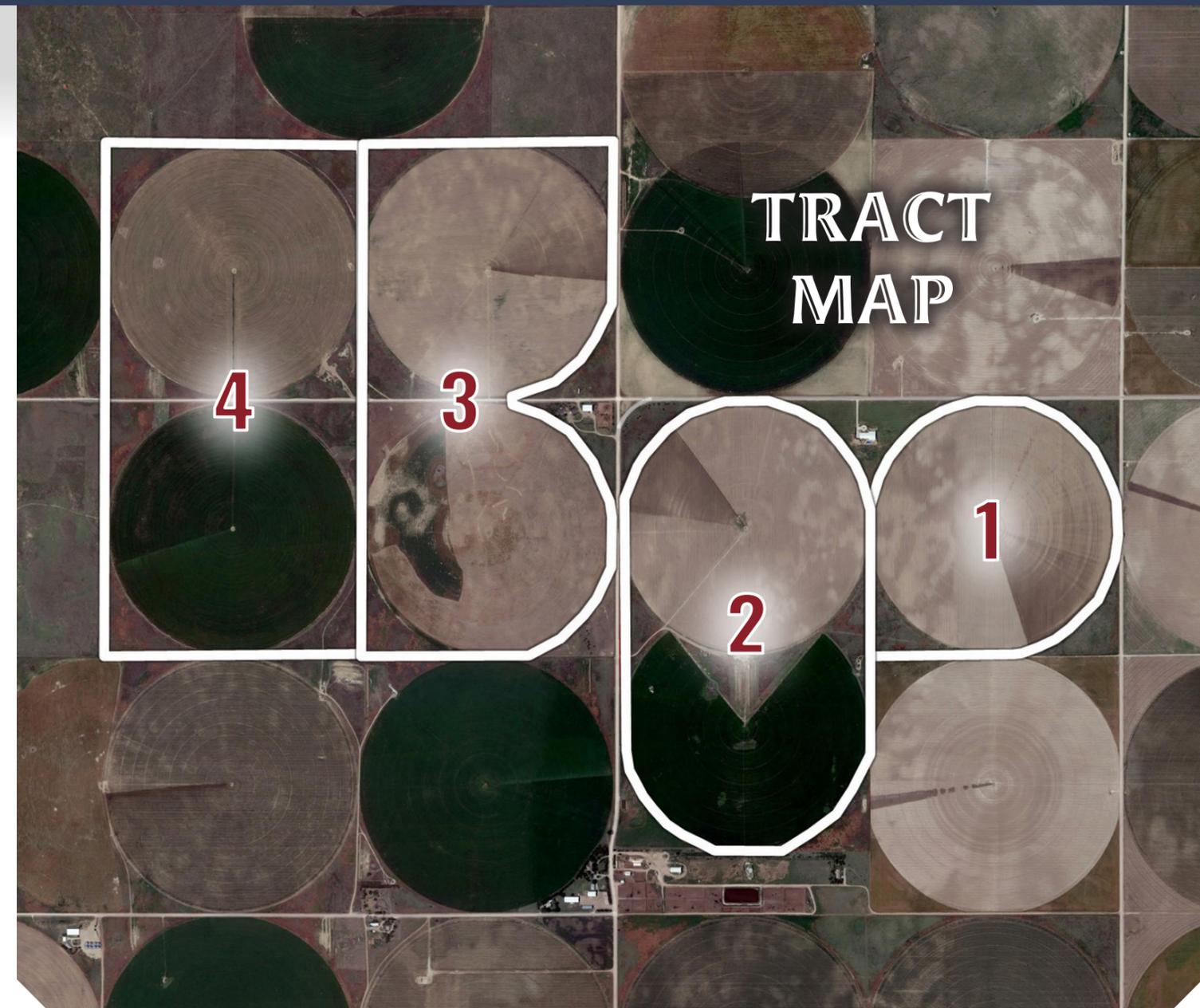
**JIM HAIN** | Listing Agent

402.981.8831 | James.Hain@LundCo.com

**STEVE BRUERE** | Listing Agent

515.222.1347 | Steve@PeoplesCompany.com

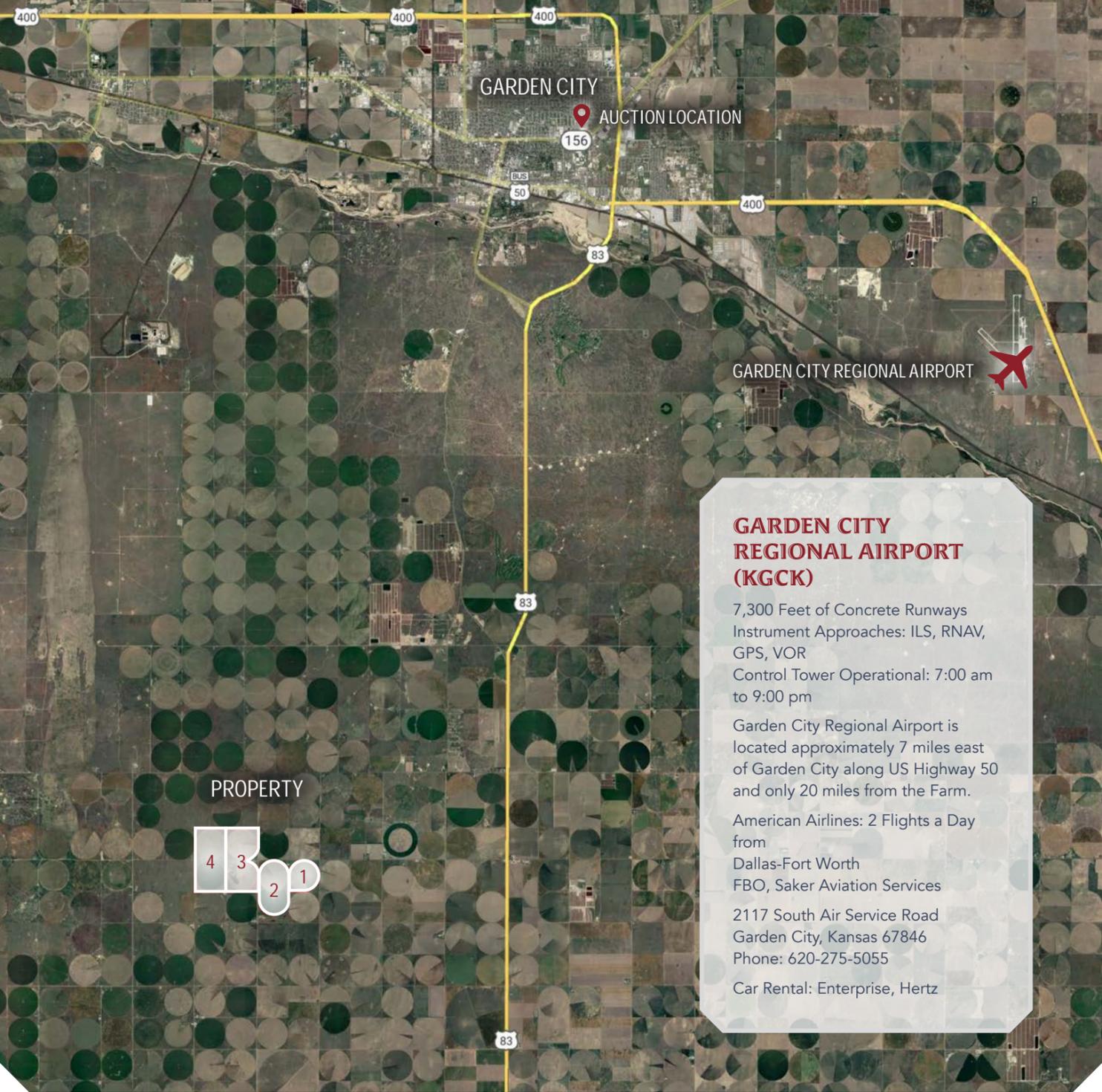
Listing #15813



*HighPlainsAlfalfaFarm.com*

Gregory D. Stone holds an active Kansas Real Estate License.

# REGIONAL MAP



GARDEN CITY  
AUCTION LOCATION

GARDEN CITY REGIONAL AIRPORT

### GARDEN CITY REGIONAL AIRPORT (KGCK)

7,300 Feet of Concrete Runways  
Instrument Approaches: ILS, RNAV, GPS, VOR  
Control Tower Operational: 7:00 am to 9:00 pm

Garden City Regional Airport is located approximately 7 miles east of Garden City along US Highway 50 and only 20 miles from the Farm.

American Airlines: 2 Flights a Day from Dallas-Fort Worth FBO, Saker Aviation Services

2117 South Air Service Road  
Garden City, Kansas 67846  
Phone: 620-275-5055

Car Rental: Enterprise, Hertz

PROPERTY



## DIRECTIONS

From Garden City: Travel south on US Highway 83 for 11 miles. Turn right and travel west on W Plymell Road for approximately 3.5 miles and tracts 1 & 2 will be on the south side of the road while tracts 3 & 4 will be straight ahead along the west side of S Sandhill Road.

# GAS & ELECTRIC



*\*All lines and meters are approximate and are subject to change.*

Natural Gas for the farm is supplied by Midwest Energy Inc. The gas lines are currently controlled by 2 meters. Winning Buyers will be responsible for installing new lines, if needed. If the tracts sell separately and a new meter is needed, they will be installed by Midwest Energy and any installation costs charged by Midwest Energy will be the responsibility of the new Landowner.

Electricity for the farm is supplied by Pioneer Electric Cooperative, Inc. The electric lines are currently controlled by 4 meters. Buyer will be responsible for installing any new lines, if needed. If the tracts sell separately and a new meter is needed, they will be installed by Pioneer Electric Cooperative, Inc and any installation costs charged by Pioneer Electric will be the responsibility of the new Landowner.

# WATER RIGHTS



## ACTIVE POINTS OF DIVERSION

This map provides the active points of diversion, all groundwater wells on the Farm, and the associated water right for each.

*\*Active Points of Diversion were retrieved from and can be found through the Kansas Department of Water Resources.*



# WATER RIGHTS



## PLACE OF USE

This map describes the current registered place of use for each water right. Overlapping rights and/or place of use across tracts that are purchased by different Buyers at auction will be addressed by Sellers to avoid any potential multiple ownership issues. In the event Sellers submit change applications, the Buyers will purchase the tracts subject to any applications filed with the Kansas Department of Agriculture, Division of Water Resources. The approval of the Chief Engineer's acceptance of the application will not be a condition of closing.

*\*This map depicts the approximate boundaries of the place of use for each water right. Place of use was retrieved from and can be found through the Kansas Department of Water Resources. Buyers should do their own investigation regarding place of use.*



# FARM OPERATIONS

## FARM FRESH

Recently, Hilmar Cheese Company announced the expansion of a new, state-of-the-art cheese and whey protein processing plant to be constructed in Dodge City, Kansas. Expected to be fully operational in 2024, this facility will utilize over 30 million gallons of milk a year to produce various cheese and whey products. The High Plains Alfalfa provides a unique scale opportunity to new and existing dairies that may be looking at expansion opportunities and in need of a high-quality alfalfa farm.

## POSSIBLE TAX ADVANTAGES

The High Plains Alfalfa Farm contains numerous potential depreciation opportunities for Buyer(s). The pivots and underground irrigation infrastructure may qualify for 100% bonus depreciation between now and December 31, 2022. This means the purchaser is allowed to deduct 100% of the cost allocated to the pivots and irrigation infrastructure. Additional depreciation opportunities may be available including but not limited to gas line infrastructure, electric infrastructure, wells, pumps, and gear heads. In addition, depreciation of the Ogallala Aquifer may be available by using a depletion factor.

*\*This information is for information purposes only and is not intended to provide and may not be relied upon for tax, legal, or accounting advice. You should consult your own tax, legal, and accounting advisors prior to entering into any transaction.*



## ALFALFA

Tract	Variety	Year Established
1	America's Alfalfa 1799-HQ	Fall of 2018
2-N	America's Alfalfa 1799-HQ	Fall of 2018
2-S	Sharp Brothers Hyperforce	Fall of 2016
3-N	America's Alfalfa 1799-HQ	Fall of 2018
3-S	Pioneer Elite	Fall of 2021
4-N	Sharp Brothers Hyperforce	Fall of 2016
4-S	America's Alfalfa 1799-HQ	Fall of 2020

*Alfalfa varieties have been selected which exhibit strong qualities of top relative feed value and suitable characteristics of adaptation unique to the high plains. High quality alfalfa varieties coupled with excellent management are hallmarks of this operation and have resulted in alfalfa yields well above the county averages. The high plains alfalfa farm location maximizes market opportunities through local dairies and feedlots.*



# TRACT 1

**TRACT 1** totals 135.02 taxable acres m/l that consist of approximately 134.05 FSA cropland acres m/l of which 7.61 acres are enrolled in CRP through October 2022 with an annual payment of \$299. Primary soil types include the highly productive Class I Richfield and Ulysses complex and Otero-Ulysses complex. Tract 1 is improved with one pivot which provides irrigation for approximately 123 acres. Located along the southwest side of W Plymell Road and S Warren Road, this tract is situated in Section 9 of Ivanhoe Township.

Estimated Taxes: \$3,508.76  
Brief Legal: Pt. of NE 1/4 of 9-26S-33W

## FARM PROGRAM INFORMATION

Est. FSA Cropland Acres: 134.05  
Corn: 117.51 Base Acres with a PLC Yield of 190.

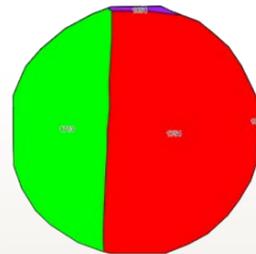
*\*Farm program information is estimated and subject to change since it is currently combined with additional tracts. Base Acres will be adjusted per the default method when the Farm is reconstituted by the Finney County FSA office.*

## FSA TILLABLE SOILS

Code	Soil Description	Acres	Percent	Irr Class	NCCPI Overall	Legend
1754	Richfield & Ulysses complexes	79.87	63.2%	I	63	●
1713	Otero-Ulysses complex	45.72	36.2%	IIIe	44	●
1854	Ulysses loam	0.79	0.6%	Ile	62	●
<b>Weighted Average</b>					<b>56.1</b>	



*\*Sellers will receive all 2021 and prior year payments for the CRP Contracts, and Buyer will receive all 2022 and subsequent year payments for the CRP Contracts. Buyer agrees to indemnify, defend, and hold Sellers and all such other participants in the CRP contract harmless from and against any fees, costs, fines, or penalties resulting, directly or indirectly, from any breach of or default under the CRP Contracts by Buyer or any successor of Buyer.*



## TRACT 1 IRRIGATION PIVOTS

Pivot	Brand	Model	# of Towers	Nozzles & Pads	Spacing of Sprinklers
1	Valley	4971	9	Nelson Rotators	*8 Feet

*\*First 3 towers are 8 feet, then the rest are 5 feet*

## TRACT 1 POWER UNIT INSPECTION

Make	Model	Horse Power	Aspiration
Cummins	8.9 L	180	Turbo

## TRACT 1 WATER RIGHTS

Right	Authorized Irr. Acres	Acre Feet	Priority Date
5870	160	260	8/9/1956

# TRACT 2

**TRACT 2** totals 244.86 taxable acres m/l that consist of approximately 272.13 FSA cropland acres m/l of which 10.03 acres are enrolled in CRP through October 2022 with an annual payment of \$381. Primary soil type include the productive Otero-Ulysses complex. Tract 2 is improved with two pivots which provide irrigation for approximately 215 acres. Located along the southeast corner of W Plymell Road and S Sandhill Road, this tract is situated in Section 9 of Ivanhoe Township.

Estimated Taxes: \$5,772.70  
Brief Legal: Pt. of Pt. of W 1/2 of 9-26S-33W

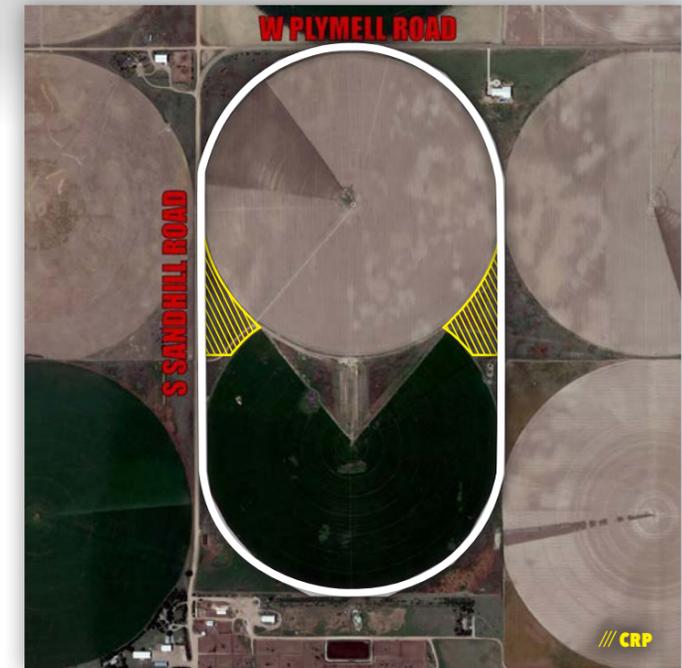
## FARM PROGRAM INFORMATION

Est. FSA Cropland Acres: 272.13  
Corn: 232.71 Base Acres with a PLC Yield of 155.  
Wheat: 10.57 Base Acres with a PLC Yield of 49.

*\*Farm program information is estimated and subject to change since it is currently combined with additional tracts. Base Acres will be adjusted per the default method when the Farm is reconstituted by the Finney County FSA office.*

## FSA TILLABLE SOILS

Code	Soil Description	Acres	Percent	Irr Class	NCCPI Overall	Legend
1713	Otero-Ulysses complex	210.71	91.4%	IIIe	44	●
1854	Ulysses loam	19.21	8.3%	Ile	62	●
1987	Vona loamy fine sand	0.64	0.3%	IVe	29	●
<b>Weighted Average</b>					<b>45.5</b>	



*\*Sellers will receive all 2021 and prior year payments for the CRP Contracts, and Buyer will receive all 2022 and subsequent year payments for the CRP Contracts. Buyer agrees to indemnify, defend, and hold Sellers and all such other participants in the CRP contract harmless from and against any fees, costs, fines, or penalties resulting, directly or indirectly, from any breach of or default under the CRP Contracts by Buyer or any successor of Buyer.*



## TRACT 2 IRRIGATION PIVOTS

Pivot	Brand	Model	# of Towers	Nozzles & Pads	Spacing of Sprinklers
2N	Valley	7000	8	Komet Twisters	8 Feet
2S	Valley	8000	8	Senninger IWOB	8 Feet

## TRACT 2 POWER UNIT INSPECTION

Make	Model	Horse Power	Aspiration
Cummins	8.9 L	180	Turbo

## TRACT 2 WATER RIGHTS

Right	Authorized Irr. Acres	Acre Feet	Priority Date
33874	260	447	2/4/1980

# TRACT 3

**TRACT 3** totals 276.02 taxable acres m/l that consist of approximately 251.13 FSA cropland acres m/l. Primary soil types include Valent-Vona loamy fine sands and Vona loamy fine sand. Tract 3 is improved with two pivots which provide irrigation for approximately 246 acres. Located along the west side of S Sandhill Road, this tract is situated in Section 5 of Ivanhoe Township.

Estimated Taxes: \$2,811.55  
Brief Legal: Pt. of SE 1/4 of 5-26S-33W & Pt. of NE 1/4 of 8-26S-33W

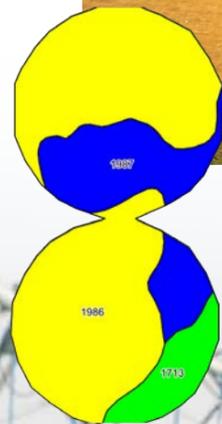
## FARM PROGRAM INFORMATION

Est. FSA Cropland Acres: 251.13  
Corn: 206.96 Base Acres with a PLC Yield of 155.  
Wheat: 39.49 Base Acres with a PLC Yield of 49.  
Grain Sorghum: 1.6 Base Acres with a PLC Yield of 84.

*\*Farm program Information is estimated and subject to change since it is currently combined with additional tracts. Base Acres will be adjusted per the default method when the Farm is reconstituted by the Finney County FSA office.*

## FSA TILLABLE SOILS

Code	Soil Description	Acres	Percent	Irr Class	NCCPI Overall	Legend
1986	Valent-Vona loamy fine sands	175.02	68.9%	Ve	20	●
1987	Vona loamy fine sand	56.93	22.4%	IVe	29	●
1713	Otero-Ulysses complex	22.18	8.7%	IIIe	44	●
<b>Weighted Average</b>					<b>24.1</b>	



*\*Water Right File Nos. 28,662 and 29,856-D2 have complete overlaps on Tracts 3 & 4.*

## TRACT 3 IRRIGATION PIVOTS

Pivot	Brand	Model	# of Towers	Nozzles & Pads	Spacing of Sprinklers
3N	Valley	8000	8	Senninger IWOB	8 Feet
3S	Valley	7000	7	Komet Twisters	8 Feet

## TRACT 3 POWER UNIT INSPECTION

Make	Model	Horse Power	Aspiration
Chevy	496	145	Naturally

## TRACT 3 WATER RIGHTS

Right	Authorized Irr. Acres	Acre Feet	Priority Date
28662	260	247	1/31/1977
29856 D2	258	260	5/17/1977

# TRACT 4

**TRACT 4** totals 319.25 taxable acres m/l that consist of approximately 246.99 FSA cropland acres m/l. Primary soil types include Valent-Vona loamy fine sand and Valent fine sand. Tract 4 is improved with two pivots which provide irrigation for approximately 246 acres. This tract is situated in Section 5 of Ivanhoe Township and is accessed via a section line road off of W Plymell Road.

Estimated Taxes: \$3,917.23  
Brief Legal: SW 1/4 of 5-26S-33W & NW 1/4 of 8-26S-33W

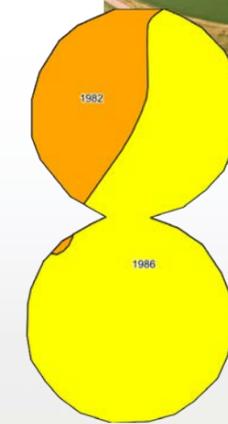
## FARM PROGRAM INFORMATION

Est. FSA Cropland Acres: 246.99  
Corn: 204.85 Base Acres with a PLC Yield of 155.  
Wheat: 38.70 Base Acres with a PLC Yield of 49.

*\*Farm program Information is estimated and subject to change since it is currently combined with additional tracts. Base Acres will be adjusted per the default method when the Farm is reconstituted by the Finney County FSA office.*

## FSA TILLABLE SOILS

Code	Soil Description	Acres	Percent	Irr Class	NCCPI Overall	Legend
1986	Valent-Vona loamy fine sands	194.29	76.3%	Ve	20	●
1982	Valent fine sand	60.46	23.7%	Vle	14	●
<b>Weighted Average</b>					<b>18.6</b>	



## TRACT 4 IRRIGATION PIVOTS

Pivot	Brand	Model	# of Towers	Nozzles & Pads	Spacing of Sprinklers
4N	Valley	4971	9	Senninger IWOB	8 Feet
4S	Valley	4971	9	Senninger Super Spray	8 Feet

## TRACT 4 POWER UNIT INSPECTION

Make	Model	Horse Power	Aspiration
Chevy	496	145	Naturally

## TRACT 4 WATER RIGHTS

Right	Authorized Irr. Acres	Acre Feet	Priority Date
28662	260	247	1/31/1977
29856 D2	258	260	5/17/1977

## MORE INFORMATION

For more photos, maps, data room resources, plus an aerial drone video, and our new 360° tour, please visit our website [HighPlainsAlfalfaFarm.com](http://HighPlainsAlfalfaFarm.com).



# TERMS & CONDITIONS

## 1. Bidder Registration.

In order to bid at the auction, you must enter into a "Qualified Bidder Agreement" and receive a bidder number from Peoples Company and/or The Lund Company Cushman/Wakefield (the "Auction Company") at which point you will be a "Qualified Bidder."

## 2. Access to Data Room.

The Auction Company has set up an electronic data room (the "Data Room") where prospective bidders may examine documents pertaining to the sale. If you wish to obtain access to the online Data Room, please contact the Auction Company.

## 3. Auction Method.

A. The Farm will be offered in 4 individual tracts or combinations thereof (the "Real Estate").

B. Bidding will remain open on all tracts and combinations until the close of the auction as determined by the Auctioneer, or as directed by the Sellers and announced by the Auctioneer. A Qualified Bidder may bid on any tract or combination of tracts, and the Sellers may sell any tract or combination of tracts. If either the Sellers or the Auction Company determine, in the exercise of either's sole discretion, that a Qualified Bidder's participation or further participation in the auction is not in the best interest of Sellers, such Qualified Bidder shall be immediately deemed a "Disqualified Bidder", and the Disqualified Bidder's participation in the auction may be stopped, and any bids made by a Disqualified Bidder shall be disregarded.

C. Conduct of the Auction and the increments of bidding shall be at the continuing discretion of the Auctioneer. The Auction Company reserves the right to enter bids on behalf of Qualified Bidders participating in person, electronically, by telephone, or by proxy. All decisions of the Auctioneer at the auction are final.

## 4. Buyer's Premium.

Buyer will be responsible for payment of a premium of 3% of the purchase price, payable at closing.

## 5. Approximate Acres of Tracts & Irrigation Equipment Information.

A. Buyer may refer to the Data Room, which will be updated from time to time, for approximate acres, personal property, rights being sold, and disclaimers for each tract.

B. Any and all references to acreage in these Terms and Conditions or throughout this marketing brochure and marketing materials are best estimates from the Finney County Appraiser less excepted acres thereof.

## 6. Agency.

The Auction Company and its representatives are agents of the Sellers.

## 7. Farm Program Information.

A. Farm Program Information is provided by the Finney County Farm Service Agency. The figures stated in the marketing materials are the present best estimates of the Sellers and the Auction Company; however, Farm Program Information, base acres, total crop acres, conservation plan, etc. are subject to change when the tracts of land are reconstituted by the Finney County FSA and NRCS offices. For updated information, you should access the Data Room.

B. Buyer will assume, or renew in Buyer's name, any and all contracts related to participation in the Conservation Reserve Program ("CRP").

## 8. Earnest Money Payment.

A 10% earnest money payment is required on the day of the auction for each tract. The earnest money payment may be paid in the form of a certified check, satisfactory to the Auctioneer at his sole discretion, or wire transfer. All funds will be held by First American Title Insurance Company.

## 9. Contract & Title Commitment.

A. Immediately upon conclusion of the auction, the winning bidder(s) must immediately enter into an Asset Sale Agreement ("Contract") and deposit the required earnest money payment. The Contract will be substantially in the form posted in the Data Room. The terms and conditions in the Contract are non-negotiable, and any failure or refusal to immediately sign the Contract will be a violation of the Qualified Bidder Agreement, and the Auction Company and Sellers shall be entitled to all remedies set forth in the Qualified Buyer Agreement, including without limitation monetary damages.

B. The terms of the signed Contract shall govern the sale and shall supersede all prior communications, negotiations, discussions, representations, brochures, or information regarding the Real Estate, regardless of when the communication or material was made, including without limitation this marketing brochure and these Terms and Conditions.

C. The Sellers will furnish a recent pro forma commitment to issue an ALTA Owner's Policy (2006) in the amount equal to the purchase price.

D. Any additional title insurance coverage or endorsements requested by Buyer or its lender will be paid by the Buyer.

E. Sellers shall deliver a Special Warranty Deed to the purchased Real Estate and, as applicable, an assignment and/or bill of sale for related property to Buyer.

## 10. Financing.

Buyer's obligation to purchase the Real Estate is unconditional and is not contingent upon Buyer obtaining financing. All financial arrangements are to have been made prior to bidding at the auction. By the mere act of bidding, the bidder makes a representation and warrants that the bidder has the present ability to pay the bid price and fulfill the Contract.

## 11. Closings.

Closings will occur on or about December 28, 2021, or such other time designated by the Sellers, and at a location in southwest Kansas to be designated by the Sellers, at Sellers' sole discretion. The balance of the purchase price will be paid at closing in the form of a certified check satisfactory to the title company in its sole discretion or wire transfer. Except as otherwise provided in the Contract, the closing costs will be split equally by Buyer and Sellers at Closing.

## 12. Property Taxes.

Payment of all 2020 property taxes for the Real Estate and any personal property (the "Personal Property") shall be paid by the Sellers. Payment of 2021 property taxes for the Real Estate and the Personal Property shall be prorated as of closing, with the portion thereof prior to closing being the responsibility of Sellers and the portion thereof subsequent to closing being the responsibility of the Buyer.

## 13. Water Rights.

Overlapping rights and/or place of use across tracts that are purchased by separate Buyers at auction will be addressed by the Sellers, which may include filing applications to change the place of use and/or other necessary documents after the

auction results are finalized. The Chief Engineer's acceptance of the application is not a condition to the closing of the Contract.

## 14. Mineral Rights.

All mineral rights will be reserved by the Sellers.

## 15. Possession.

Possession of each tract will be delivered at Closing, unless otherwise stated herein.

## 16. Fences.

A. Existing fences, if any, are in as-is condition and will not be updated or replaced by the Sellers.

B. All fences and fence lines shall be governed by Finney County and State of Kansas fence line rules and regulations. No new fences will be installed by the Seller.

C. Not all tract and boundary lines are fenced and if needed, will be the responsibility of the Buyer at closing.

Existing fence lines may not fall directly on the legal boundary.

## 17. Surveys.

A. Sellers will not provide a survey for any tracts. Any survey or staking will be paid for by the Buyer. Acres of these tracts are subject to change; however, the purchase price will be based upon acres used in the marketing brochure or as otherwise announced by the Auctioneer.

B. It will be the responsibility of each Buyer to pay for any and all fees to monument boundaries of purchased tracts if they choose to do so.

## 18. Easements.

As a condition of closing, Buyer of Tracts 1 & 2 shall execute and deliver a perpetual easement to Sellers, their employees, agents, successors, and assigns, granting the Sellers the right of ingress and egress to install, trench, construct, place, inspect, maintain, operate, repair, and replace one or more water, electricity, and gas lines under Tracts 1 & 2.

## 19. Utilities.

Buyer will be responsible for installing additional gas lines and/or electric lines, if needed, at Buyer's sole expense. If tracts sell separately and additional meters are needed, a meter will be installed by Midwest Energy, Inc. and any installation costs will be the responsibility of the Buyer of the tract that the additional meter is needed for.

## 20. Farm Inspection.

A. Each potential bidder is responsible for conducting, at their own risk and expense, the independent inspections, investigations, inquiries, and due diligence concerning the Real Estate and personal property. Inspections of the Assets must be arranged by contacting the Auction Company.

B. Each potential bidder shall be liable for any property damage caused by any such inspections or investigations.

C. Invasive testing is prohibited without prior written consent of the Sellers.

## 21. Disclaimer.

A. All tract boundaries shown in this marketing brochure and any marketing materials are just sketches and do not represent the Real Estate boundary line. The sketches were made using the best available information and knowledge of the Auction Company.

B. Disclaimers for individual tracts may be periodically updated in the Data Room prior to the auction.

C. Overall tract acres, tillable acres, pasture acres, etc. may vary from figures stated in the marketing materials and will be subject to change when the tracts are reconstituted by the

Finney County FSA and NRCS offices.

D. All references to "M/L" in this marketing brochure and any marketing materials refers to more or less.

E. All references to "NCCPI" in this marketing brochure and any marketing materials refers to the National Commodity Crop Index.

F. All references to "FSA" in this marketing brochure and any marketing materials refers to the Farm Service Agency.

G. All references to "NRCS" in this marketing brochure and any marketing materials refers to the Natural Resources Conservation Service.

H. All utility information should be independently verified by Buyers.

I. Buyer and his/her tax and legal advisors should perform their own investigation of the Real Estate and personal property prior to bidding at the auction.

J. The brief legal descriptions in the marketing materials should not be used in legal documents. Full legal descriptions will be taken from the title insurance commitments and, if applicable, the surveys.

K. Pivot descriptions, engine observations, and well tests, were provided by a third-party service and may viewed in the Data Room. Configuration and conditions should be independently verified by Buyer.

## 22. Other.

A. The sales are subject to all easements, covenants, leases, prior mineral reservations and sales, and restrictions of record in place. All Real Estate and Personal Property, including grain bins, scales, buildings, pivots, pumps, and wells will be sold on an "As is-Where is With All Faults" basis with no warranties or guarantees, expressed or implied, made by the Auctioneer, the Auction Company, or the Sellers.

B. No warranty, either express or implied, or arising by operation of law concerning the Real Estate or the Personal Property is made by the Sellers or the Auctioneers and are hereby expressly disclaimed.

C. If a site clean-up is required on any of the tracts it shall be at the expense of the Buyer of each tract.

D. Any announcements made auction day by the Auctioneer or Auction Company will take precedence over these Terms and Conditions and all previous marketing materials or oral statements.

E. Bidding increments are at the sole discretion of the Auctioneer.

F. No absentee or phone bids will be accepted at the auction without prior approval of the Auctioneer.

G. Sellers may seek any and all remedies available by law in the event Buyer fails to abide by these Terms and Conditions, including the Qualified Bidders Agreement.

H. Sellers shall be entitled to recover costs and attorneys' fees in the event Sellers are required to enforce the provisions of these terms and conditions, including the Qualified Bidders Agreement.

I. Buyer(s) of Tracts 1 and 2 will be prohibited from drilling a new well within 1,250 feet from Sellers' domestic well.

J. Sellers, including employees, agents, or independent contractors, shall be granted access to the Real Property until April 1, 2022, to remove baled hay currently situated on the Real Property.

K. By bidding, the Qualified Bidder agrees to be bound by these Terms and Conditions and statements made by the Auctioneer on auction day.

L. All decisions of the Auctioneer are final.

LISTING #15813

FOR MORE INFORMATION VISIT:

[HIGHPLAINSALFALFAFARM.COM](http://HIGHPLAINSALFALFAFARM.COM)



**JIM HAIN** | LISTING AGENT

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**STEVE BRUERE** | LISTING AGENT

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[Steve@PeoplesCompany.com](mailto:Steve@PeoplesCompany.com)



**TUESDAY, NOVEMBER 30TH**

AT THE CLARION INN IN GARDEN CITY, KANSAS

*HighPlainsAlfalfaFarm.com*

