



# STEARNS COUNTY, MINNESOTA COUNTRY HOME & LAND AUCTION

Opens: Wednesday, July 5

**Closes: Wednesday, July 12 | 1PM <sup>CDT</sup> 2023**

TIMED  
ONLINE

Inspection Date: Thursday, June 15 from 4:00 - 6:00PM | Monday, June 26 from 11:00 - 2:00PM

📍 From Watkins, MN, 5.0 miles north on Co Rd 2/4th St. N, .8 miles east on 182nd St. Land is located at the end of the road. 14302 182nd St., Watkins, MN 55389

**Auctioneer's Note:** A rare opportunity awaits! A 20± acre country home located north of Watkins is up for auction. This property boasts a well-maintained house that has been extensively updated, while still retaining its charming country character. The outbuildings and barn on the property are in excellent condition, providing ample space for storage, hobby use, and livestock with tillable acres. This property is perfect for those who appreciate the peace and quiet of rural living, while still being close to the amenities of town. A 4-H family's dream! Don't miss this chance to own this beautiful property.

20± Acres



Contact Eric Gabrielson at Steffes Group, 320.693.9371 or 701.238.2570

Steffes Group, Inc. | 23579 MN Hwy 22 South, Litchfield, MN 55355 | 320.693.9371 | [SteffesGroup.com](https://www.steffesgroup.com)

TERMS: Ten percent down upon signing purchase agreement, payable by cash or check. Balance due at closing within 30 days. This is a 5% buyer's premium auction.  
Scott Steffes, MN14-51 | Ashley Huhn, MN47-002 | Eric Gabrielson MN47-006 | Randy Kath, MN47-007

The Terms and Conditions of Sale are set forth upon this page in this Buyer's Prospectus and the Earnest Money Receipt and Purchase Agreement (the "Purchase Agreement"). The information set forth is believed to be accurate. However, the owner of the properties and Steffes Group make no warranties or guaranties expressed or implied. Information contained in this document was collected from sources deemed to be reliable and is true and correct to the best of the writer's knowledge. Auctioneers and owners will not be held responsible for advertising discrepancies or inaccuracies.

## All ANNOUNCEMENTS ON AUCTION DAY TAKE PRECEDENCE OVER PREVIOUSLY ADVERTISED INFORMATION.

Prospective buyers are advised to consult with an attorney of their choice with respect to the purchase of any real property including but not limited to, seeking legal advice from their own attorney regarding disclosures and disclaimers set forth below.



### SPECIFIC TERMS FOR ONLINE ONLY AUCTION

Steffes Group along with their employees are seller's agents and are licensed in the state where the property is located. We strongly recommend buyers secure buyer representation, at their expense, in all real estate transactions.

Bid placed within the last 4 minutes of the auction will extend the auction an additional 4 minutes. Bid extensions continue and auction does not end until there are no bids for 4 minutes.

The sale of this property IS NOT contingent on the bidder securing financing.

**The auction begins on Wednesday, July 5 and will end at 1PM on Wednesday, July 12.** All bidders must register with SteffesGroup.com as an online bidder to participate in the auction.

All bidders must register their name, address and telephone number in order for your bidding number to be approved.

The successful bidder will be required to sign an Earnest Money Receipt and Purchase Agreement at the close of the real estate auction. A total deposit of 10% of the contract sale price will be required. Those funds will be placed in a Real Estate Trust Account as good faith money until closing.

Purchasers who are unable to close because of insufficient funds will be in default and the deposit money will be forfeited.

The contract signing will take place at Steffes Group, 23579 MN Hwy 22 S, Litchfield, MN 55355

If the winning bidder is unable to come to the Steffes office for signing of the contract, arrangements will be made to DocuSign, email or fax a copy of the contract for signature. The buyer would fax the signed copy back to 320-693-9373 or send a scanned copy by email.

### CLOSING & BALANCE

Balance of the purchase price must be **paid in full at closing on or before: Friday, August 11, 2023**

Closing will take place at a professional closing company agreeable to both buyer and seller.

- Seller will provide up-to-date abstract(s) or owner's policy at their expense and will convey property by a **Warranty Deed.**

- **2023 Taxes:** Prorated to close

• Closing Agent Fee will be shared equally between Buyer and Seller.

• The auction sale is for registered bidders and their guests. All bidding is open to the public and the property is offered for sale to qualified purchasers without regard to sex, race, color, religion, natural origin or handicap.

- **THIS IS A 5% BUYER'S PREMIUM AUCTION. FIVE PERCENT WILL BE ADDED TO THE FINAL BID TO ARRIVE AT THE CONTRACT SALE PRICE.**

• Please note the bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid.

- **THE PROPERTY WILL BE SOLD AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED.**

- **THE PROPERTY WILL BE SOLD UPON SELLER CONFIRMATION.**

### PROPERTY SOLD WITHOUT WARRANTY

All dimensions and descriptions are approximations only based upon the best information available and are subject to possible variation. Sketches may not be drawn to scale and photographs may not depict the current condition of the property. Bidders should inspect the property and review all the pertinent documents and information available, as each bidder is responsible for evaluation of the property and shall not rely upon the Seller, Broker or Auctioneer, their Employees or Agents. The property will be sold AS IS and without any warranties or representations, expressed or implied.

### SUCCESSFUL BIDDER

The successful bidder of the property shall be determined by competitive bidding. Should any dispute arise between bidders, the auctioneer shall have the right to make the final decision either to determine the successful bidder or to re-offer the property that is in dispute. The auction will be recorded and the auctioneer's records shall be conclusive in all respects.

### SELLER'S PERFORMANCE

The Seller has agreed to the terms of the sale as published. However, the Broker and Auctioneer make no warranties or guarantees as to the Seller's performance.

### AGENCY DISCLOSURE

Steffes Group, Inc. is representing the Seller.

### POSSESSION

Possession will be at closing.

### MINERAL RIGHTS

All mineral rights, if any, held by Seller will be transferred upon closing. However, the Seller does not warrant the amount or adequacy of the mineral rights.

### ENVIRONMENTAL DISCLAIMER

The Seller, Broker and Auctioneers do not warrant with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste prohibited by federal, state or local law. Buyer is responsible for inspection of the property prior to purchase for conditions including but not limited to water quality, and environmental conditions that may affect the usability or value of the property. No warranties are made as to the existence or nonexistence of water wells on the property, or the condition of any well.

### EASEMENTS AND SURVEY

The property to be sold is subject to any restrictive covenants or easements of record and any results that an accurate survey may show.

### BIDDING PROCEDURE

As a buyer you have two objectives to accomplish:

1. Purchasing the property.
2. Purchasing the property at a price you can afford.

### HOW IS THIS ACCOMPLISHED?

1. Estimate comparative value.
2. Experienced buyers always decide what to pay before the bidding begins.
3. Inspect the property carefully.
4. Compare with other properties available in the area.
5. Check the selling price of previously sold properties.
6. Discuss your buying plans with a lender. Have your financing arrangements made in advance.
7. This sale is not subject to financing.

### AVOID OVER OR UNDER BIDDING

- Always bid on a property toward a price.
- Establish that price before the bidding begins. By doing this you will avoid

getting caught up in the auction excitement and pay a price that is too high for the market or one that you cannot afford. It will also make you confident to bid to your established fair market value. Many bidders who do not plan ahead end up with regrets after the auction because they were too nervous or uncertain about their judgment to bid.

### THE BIDDING STRATEGY

- Research and know the value of the property.
- Have your financing arranged before the auction.
- Establish your highest and best bid before the bidding begins.
- Make your bids promptly to force other bidders up or out without delay.

Please note the bidding will not close until there has been no bidding activity for a period of 4 minutes. This is accomplished through the bid extension feature of our website. Bids placed within the last 4 minutes of the auction will extend the auction an additional 4 minutes. Bid extensions continue and the auction does not end until there are no bids for 4 minutes. Our goal is to realize the highest return to the seller, and satisfy all interested parties.

**This is an AUCTION! To the Highest Bidder. The bidding will not close and property will not be sold until everyone has had the opportunity to make their highest and best bid. PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!**

**#1 POLK COUNTY, MN - GULLY TOWNSHIP**

Description: SE1/4SW1/4 & Lots 4 & 5 Section 31-150-39

Total Acres: 76.83±

Cropland Acres: 72.26±

PID #: 33.00128.00

Soil Productivity Index: 40.6

Soils: Maddock loamy fine sand (35.7%), Chapett fine sandy loam (28.5%), Sandberg loamy sand (14.3%)

Taxes (2021): \$490.00

**NO US Fish & Wildlife Easement**

Bidding will be **77 X TIMES** your bid.

TERMS: Ten percent down upon signing purchase agreement with balance due at closing in 45 days.

Closing: Thursday, Dec 29, 10:00 AM CST

Lot Location: Trail, MN

High Bid: US \$1,000.00/X (0)  
US \$77,000.00  
(77.00 X \$1,000.00)

Request to Bid | Watch Lot

# JULY 2023

S	M	T	W	TH	F	S
						1
2	3	4	5 OPENS	6	7	8
9	10	11	12 CLOSES	13	14	15
16	17	18	19	20	21	22
23 /30	24 /31	25	26	27	28	29

**Land Located:** From Watkins, MN, 5.0 miles north on Co Rd 2/4th St. N, .8 miles east on 182nd St. Land is located at the end of the road. 14302 182nd St., Watkins, MN 55389



\*Lines are approximate

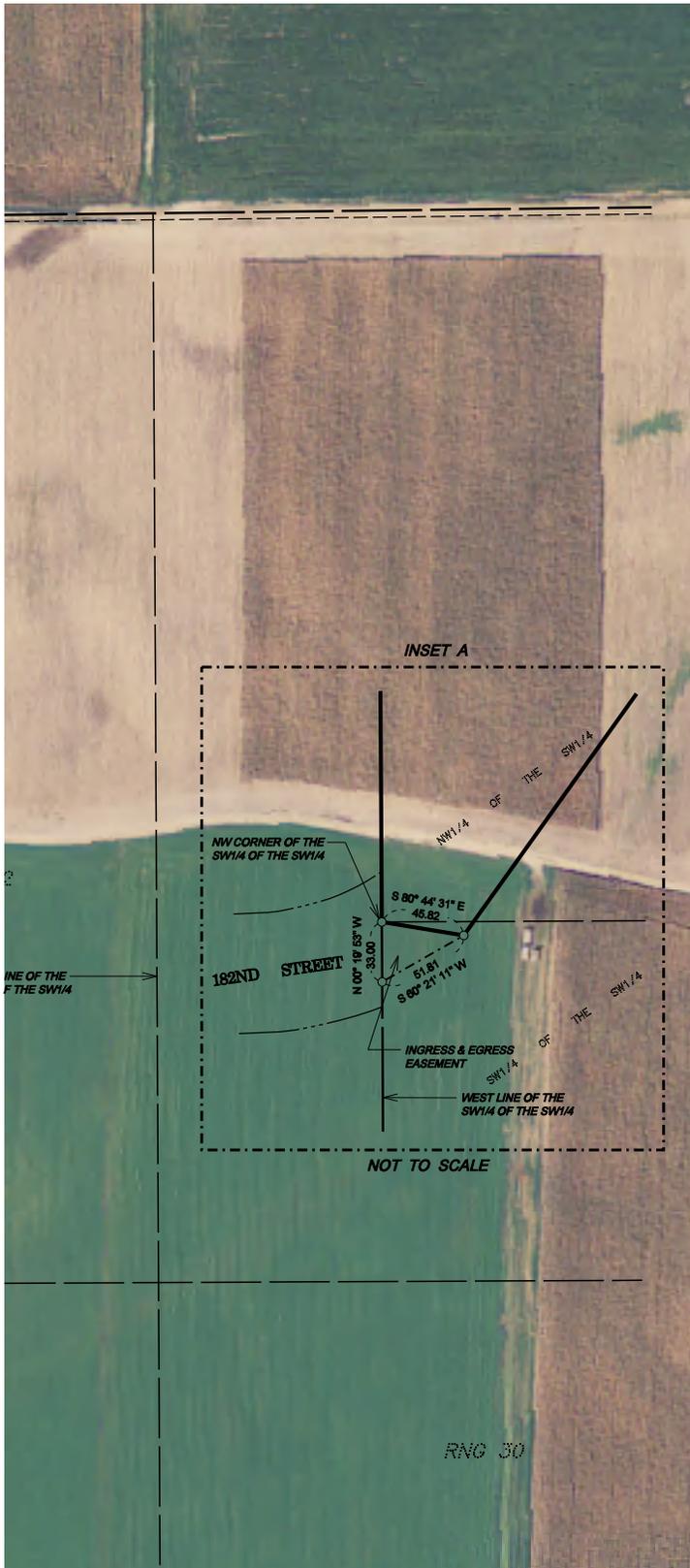
Stearns County, Minnesota / Luxemburg Township / 22.3± Acres

## House & Farm Details

- 5 Bedroom
- 2 Bathroom
- Kitchen
- Living Room
- Main level master bedroom
- Lower level laundry
- All appliances included
- Center A/C
- Fuel furnace
- Steel roof, new in 2016
- Steel Siding
- All new windows in the last 20 years
- Kitchen remodeled in 2010
- Paver patio with fire pit
- Stamped concrete sidewalk
- Mature trees
- 2 Single car garages
  - 14' x 22' w/9' x 6' overhead door, 7' sidewalls
  - 11-18' x 26' w/10' x 8' overhead door, 7' sidewalls
- 2 Pole barns
  - 35' x 82' w/13'x53' lean-to
  - 32' x 90'
- Barn with lean-to, steel roof & siding
  - 34' x 60'
- Pole barn attached to barn
  - (1) 34' x 53' with 16' x 49' lean-to
  - (1) 34' x 40'
- Loafing shed
  - 32' x 40'
- Large amount of concrete in feedlot
- Calf/hog barn, steel roof & siding
  - 22' x 32'
- Chicken house, steel roof & siding
  - 18' x 50'
- Grain bin, 5,000 bu., StirAstor dryer, 6" unload, new in 2010
- 3 Silos, 30' (14' diameter), 47' (16' diameter), 60' (16' diameter)
- Fenced pasture with gates







**Northstar**  
 (320)693-3710  
 310 East Depot Street  
 Litchfield, MN 56355  
 ns\_doug@qwestoffice.net  
 ns\_chuck@qwestoffice.net  
**Surveying**

**CLIENT NAME:**  
 Ralph Mueller

**PROJECT ADDRESS**  
 14302 182nd Street  
 Watkins, MN

DATE OF FIELD WORK: October 19, 2022	JOB NO: 2022264	HORIZONTAL DATUM: Stearns County NAD83 (2011)
DATE OF MAP: October 27, 2022	DRAFTED BY: PMH	VERTICAL DATUM: N/A
REVISION: _____ DATE _____, 20__	CHECKED BY: DSH	
REVISION: _____ DATE _____, 20__		

**Surveyed Description**

**PROPOSED LEGAL DESCRIPTION (TO BE SPLIT FROM PID NO. 18.09891.0000)**

That part of the West Half of the Southwest Quarter (W1/2 of the SW1/4) of Section 12, Township 122 North, Range 30 West, Stearns County, Minnesota, described as follows: Commencing at the West Quarter corner of said Section 12; thence on an assumed bearing of South 00 degrees 19 minutes 53 seconds East along the west line of said W1/2 of the SW1/4, a distance of 8.25 feet to the south line of the North 1/2 rod of said W1/2 of the SW1/4, said point being the point of beginning of the tract of land herein described; thence continue South 00 degrees 19 minutes 53 seconds East along the west line of said W1/2 of the SW1/4, a distance of 1309.23 feet to the northwest corner of the Southwest Quarter of the Southwest Quarter (SW1/4 of the SW1/4) of said section 12; thence South 80 degrees 44 minutes 31 seconds East, a distance of 45.82 feet; thence North 35 degrees 33 minutes 20 seconds East, a distance of 527.54 feet; thence North 75 degrees 36 minutes 15 seconds East, a distance of 707.08 feet; thence North 04 degrees 09 minutes 26 seconds East, a distance of 315.19 feet; thence North 01 degree 21 minutes 26 seconds East, a distance of 410.10 feet to the south line of the North 1/2 rod of said W1/2 of the SW1/4; thence South 89 degrees 19 minutes 18 seconds West along last said line, a distance of 1077.07 feet to the point of beginning and there terminating.

**TOGETHER WITH**

An easement for ingress and egress purposes over and across that part of the Southwest Quarter of the Southwest Quarter (SW1/4 of the SW1/4) of Section 12, Township 122 North, Range 30 West, Stearns County, Minnesota, described as follows: Beginning at the northwest corner of said SW1/4 of the SW1/4; thence South 80 degrees 44 minutes 31 seconds East, a distance of 45.82 feet; it is assumed that the west line of said SW1/4 of the SW1/4 bears North 00 degrees 19 minutes 53 seconds West; thence South 60 degrees 21 minutes 11 seconds West, a distance of 51.81 feet to the west line of said SW1/4 of the SW1/4; thence North 00 degrees 19 minutes 53 seconds West along last said line, a distance of 33.00 feet to the point of beginning and there terminating.

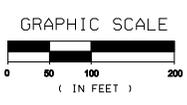
Containing 22.30 Acres, more or less.  
 Subject to easements of record.  
 Subject to any and all enforceable restrictive covenants.

**CERTIFICATION:** I hereby certify that this survey was prepared by me or under my direct supervision and that I am a Professional Licensed Surveyor under the Laws of the State of Minnesota.

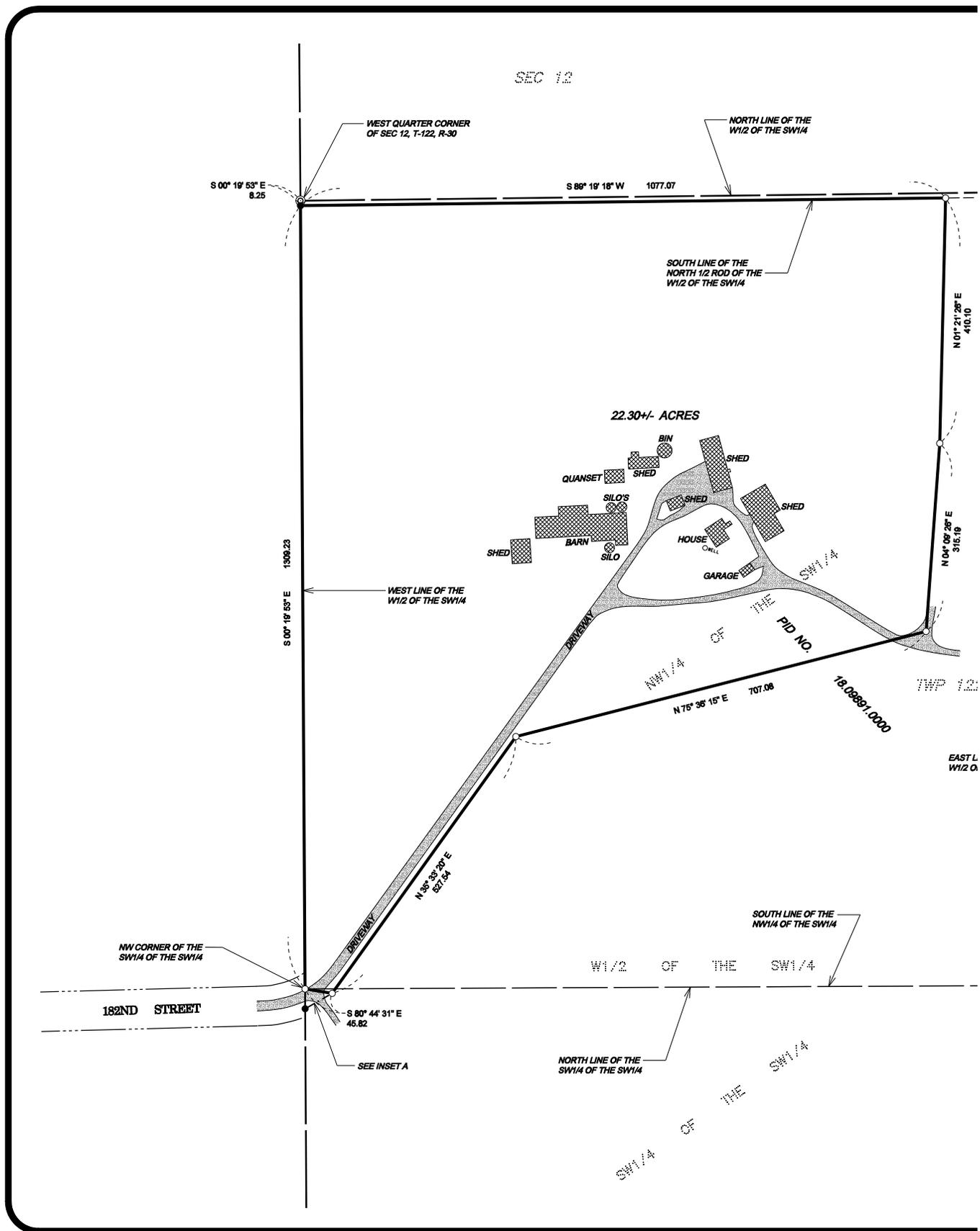
*Doug Huhn*  
 Doug Huhn  
 Registration No. 43808 - In the State of Minnesota

**Surveyor's Notes**

- 1: Northstar Surveying prepared this survey without the benefit of a current abstract or title work. We reserve the right to revise the survey upon receipt of a current title commitment or title opinion.
- 2: Northstar Surveying was not contacted to locate the site, location, or existence of any/all easements, right-of-way lines, setback lines, agreements or other similar matters.
- 3: Subsurface buildings, improvements and/or Environmental issues may exist on site that we were not made aware of and therefore were not examined or considered during the process of this survey.



- LEGEND**
- Set 1/2 Inch by 14 Inch Iron Pipe with Plastic Cap Inscribed with License No. 43808
  - Found Monumentation
  - ⊗ Set PK Nail
  - ⊙ Government Section Corner





**CLIENT NAME:**

**Ralph Mueller**

**PROJECT ADDRESS**

14302 182nd Street  
Watkins, MN

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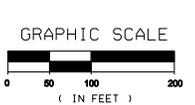
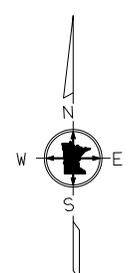
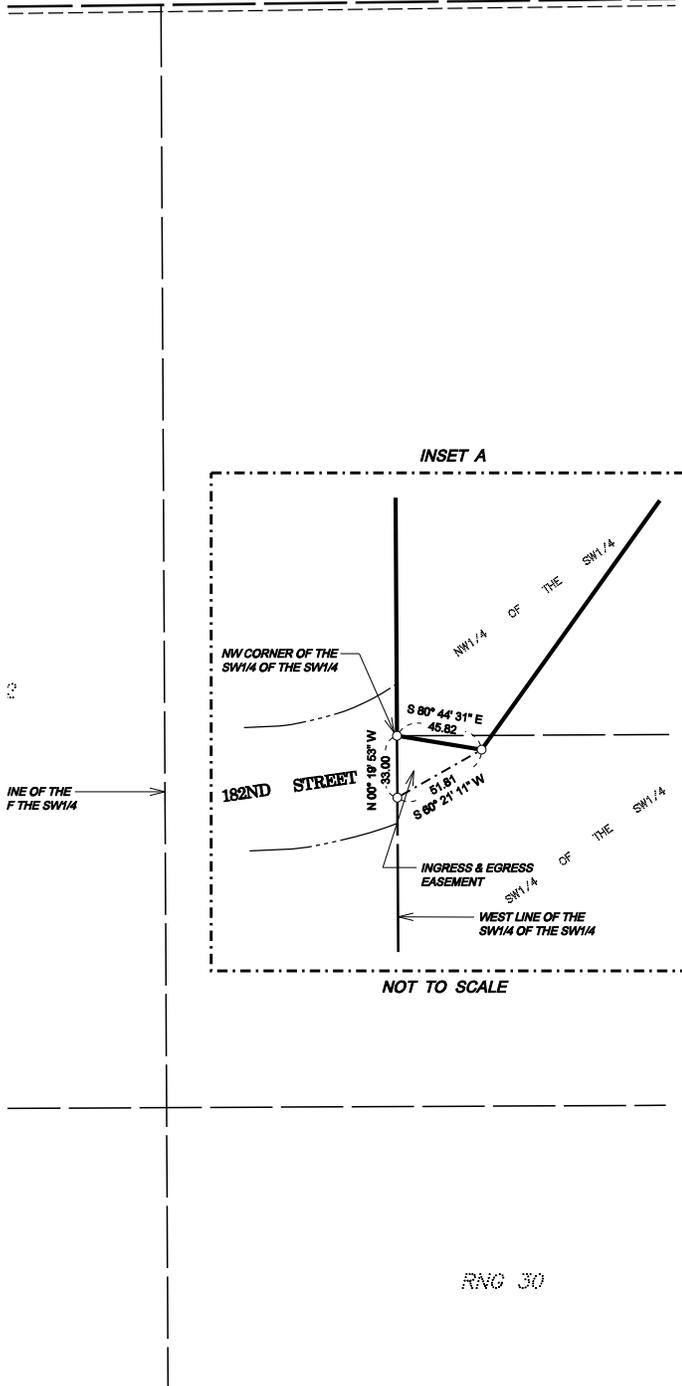
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*Doug Huhn*  
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**LEGEND**

- Set 1/2 Inch by 14 Inch Iron Pipe with Plastic Cap Inscribed with License No. 43808
- Found Monumentation
- ⊗ Set PK Nail
- ⊙ Government Section Corner

**EASEMENT AGREEMENT**

THIS EASEMENT AND AGREEMENT dated \_\_\_\_\_, 2023, made by and between Ralph J. Mueller and Karen T. Mueller, husband and wife, Party of the First Part; and Ralph J. Mueller and Karen T. Mueller, (husband and wife), Party of the Second Part;

WHEREAS, Party of the First Part is the owner of real property described on the attached EXHIBIT A, which property is located in Stearns County, Minnesota; and

WHEREAS, Party of the Second Part is the owner of real property described on the attached EXHIBIT B, which property is located in Stearns County, Minnesota; and

WHEREAS, the parties hereto share the use of a common driveway for the benefit of both tracts and now wish to formalize said shared driveway;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The Party of the Second Part hereby grants to Party of the First Part, its heirs, assigns and successors in ownership of the real property identified on EXHIBIT A, forever, an ingress and egress easement over the "easement area", and Party of the First Part hereby agrees with Party of the Second Part, its heirs, assigns and successors in ownership of the real property identified on EXHIBIT B, forever, as it pertains to said easement. The premises described in the attached EXHIBIT C (the "Easement Area") is the granted easement area and shall be for the purpose of sharing a driveway for ingress and egress to their respective properties from the public road adjacent thereto.

2. The parties agree that neither party, nor their respective invitees or guests, shall park upon the part of the Easement Area located on the property without requesting and receiving permission of the other party; it being acknowledged that each party and its invitees and guests shall be entitled to park on the Easement Area located upon its own property in a manner which does not unreasonably interfere with the other party's ingress and egress through the Easement Area.

3. The need and extent of maintenance and improvements of the driveway shall be jointly determined and the cost shared equally between the parties. The sharing of costs shall not include the cost or labor of snow removal. All contemplated maintenance and improvements shall be in writing and agreed to in advance of any work. To the extent there is no agreement and the owner of the underlying property unilaterally wishes to make an improvement, it shall be allowed at their own cost.





**EXHIBIT A**

(Legal Description of Property of Part of the First Part)

The Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 12, Township 122 North, Range 30 West, Stearns County, Minnesota.

Except the North One-Half (N  $\frac{1}{2}$ ) rod thereof.

**ALSO EXCEPT**

That part of the West Half of the Southwest Quarter (W  $\frac{1}{2}$  of the SW  $\frac{1}{4}$ ) of Section 12, Township 122 North, Range 30 West, Stearns County, Minnesota, described as follows: Commencing at the West Quarter corner of said Section 12; thence on an assumed bearing of South 00 degrees 19 minutes 53 seconds East along the west line of said W  $\frac{1}{2}$  of the SW  $\frac{1}{4}$ , a distance of 8.25 feet to the south line of the North  $\frac{1}{2}$  rod of said W  $\frac{1}{2}$  of the SW  $\frac{1}{4}$ , said point being the point of beginning of the tract of land herein described; thence continue South 00 degrees 19 minutes 53 seconds East along the west line of said W  $\frac{1}{2}$  of the SW  $\frac{1}{4}$ , a distance of 1309.23 feet to the northwest corner of the Southwest Quarter of the Southwest Quarter (SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ ) of said section 12; thence South 80 degrees 44 minutes 31 seconds East, a distance of 45.82 feet; thence North 35 degrees 33 minutes 20 seconds East, a distance of 527.54 feet; thence North 75 degrees 36 minutes 15 seconds East, a distance of 707.08 feet; thence North 04 degrees 09 minutes 26 seconds East, a distance of 315.19 feet; thence North 01 degree 21 minutes 26 seconds East, a distance of 410.10 feet to the south line of the North  $\frac{1}{2}$  rod of said W  $\frac{1}{2}$  of the SW  $\frac{1}{4}$ ; thence South 89 degrees 19 minutes 18 seconds West along last said line, a distance of 1077.07 feet to the point of beginning and there terminating.

Parcel ID Number: 18-09891-0000

**EXHIBIT B**

(Legal Description of Property of Party of the Second Part)

That part of the West Half of the Southwest Quarter ( $W \frac{1}{2}$  of the  $SW \frac{1}{4}$ ) of Section 12, Township 122 North, Range 30 West, Stearns County, Minnesota, described as follows: Commencing at the West Quarter corner of said Section 12; thence on an assumed bearing of South 00 degrees 19 minutes 53 seconds East along the west line of said  $W \frac{1}{2}$  of the  $SW \frac{1}{4}$ , a distance of 8.25 feet to the south line of the North  $\frac{1}{2}$  rod of said  $W \frac{1}{2}$  of the  $SW \frac{1}{4}$ , said point being the point of beginning of the tract of land herein described; thence continue South 00 degrees 19 minutes 53 seconds East along the west line of said  $W \frac{1}{2}$  of the  $SW \frac{1}{4}$ , a distance of 1309.23 feet to the northwest corner of the Southwest Quarter of the Southwest Quarter ( $SW \frac{1}{4}$  of the  $SW \frac{1}{4}$ ) of said section 12; thence South 80 degrees 44 minutes 31 seconds East, a distance of 45.82 feet; thence North 35 degrees 33 minutes 20 seconds East, a distance of 527.54 feet; thence North 75 degrees 36 minutes 15 seconds East, a distance of 707.08 feet; thence North 04 degrees 09 minutes 26 seconds East, a distance of 315.19 feet; thence North 01 degree 21 minutes 26 seconds East, a distance of 410.10 feet to the south line of the North  $\frac{1}{2}$  rod of said  $W \frac{1}{2}$  of the  $SW \frac{1}{4}$ ; thence South 89 degrees 19 minutes 18 seconds West along last said line, a distance of 1077.07 feet to the point of beginning and there terminating.

**EXHIBIT C**

(Legal Description of Easement Area)

An easement for ingress, egress and utility purposes over, under and across that part of the Southwest Quarter of the Southwest Quarter ( $SW \frac{1}{4}$  of the  $SW \frac{1}{4}$ ) of Section 12, Township 122 North, Range 30 West, Stearns County, Minnesota, described as follows: Beginning at the northwest corner of said  $SW \frac{1}{4}$  of the  $SW \frac{1}{4}$ ; thence South 80 degrees 44 minutes 31 seconds East, a distance of 45.82 feet, it is assumed that the west line of said  $SW \frac{1}{4}$  of the  $SW \frac{1}{4}$  bears North 00 degrees 19 minutes 53 seconds West; thence South 60 degrees 21 minutes 11 seconds West, a distance of 51.81 feet to the west line of said  $SW \frac{1}{4}$  of the  $SW \frac{1}{4}$ ; thence North 00 degrees 19 minutes 53 seconds West along last said line, a distance of 33.00 feet to the point of beginning and there terminating.

**Description:** Sect-12 Twp-122 Range-030

**Total Acres:** 22.3±

**PID #:** 18-09891-0005

**Taxes (2022):** \$3,356 (For entire land. New tax amount TBD)

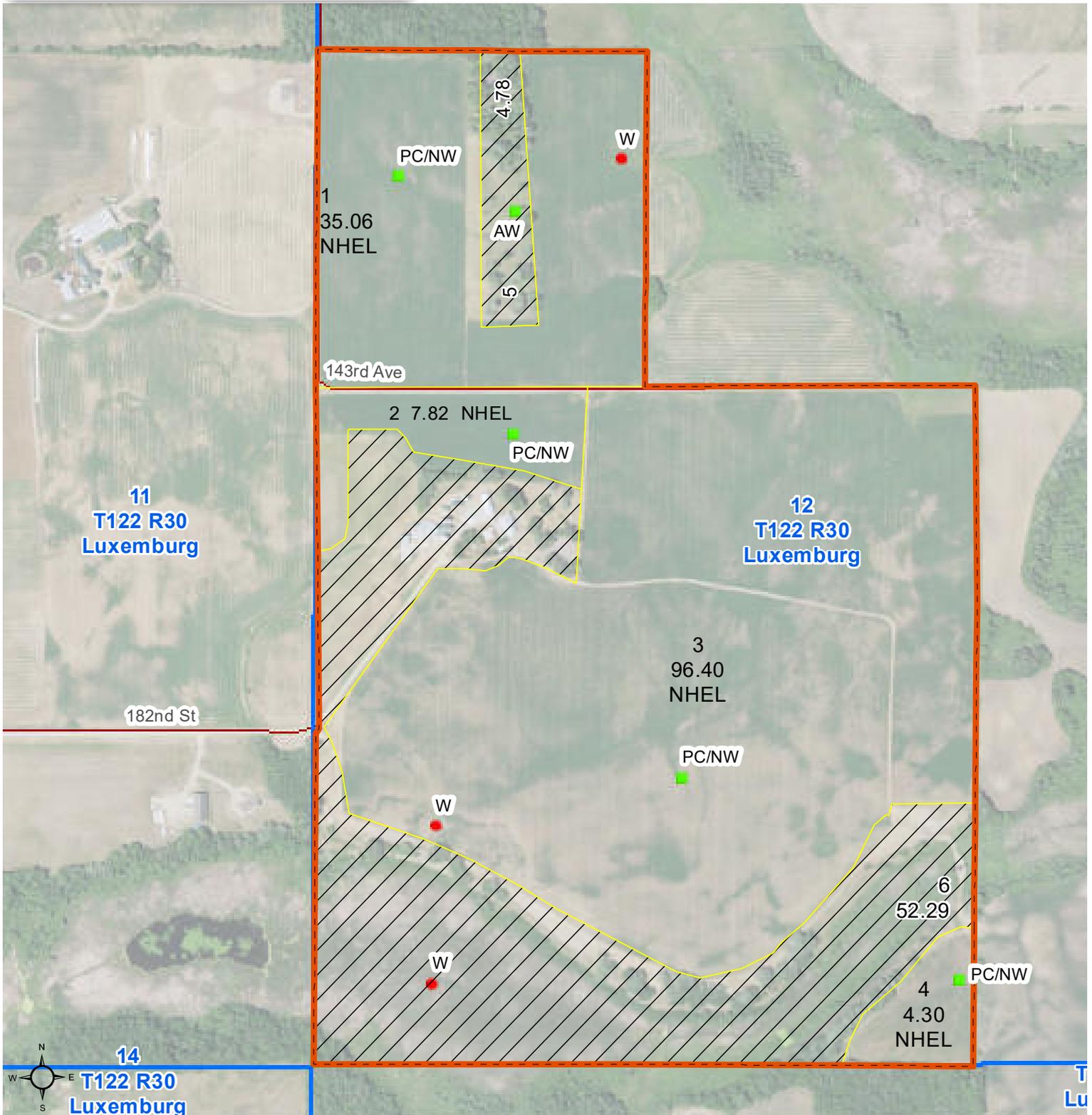
**Rocori School District #0750**

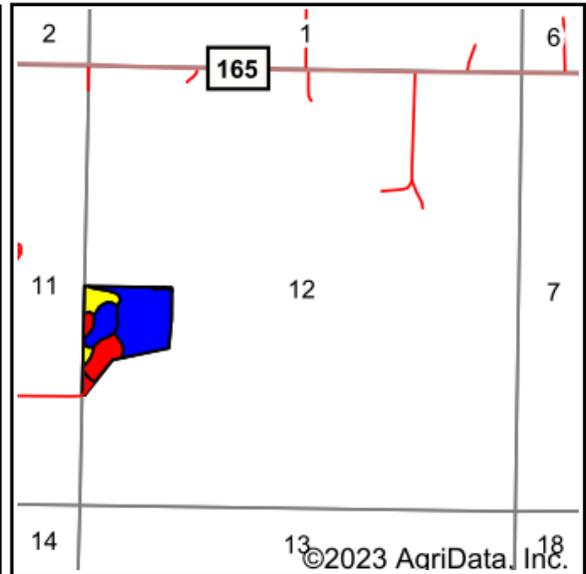
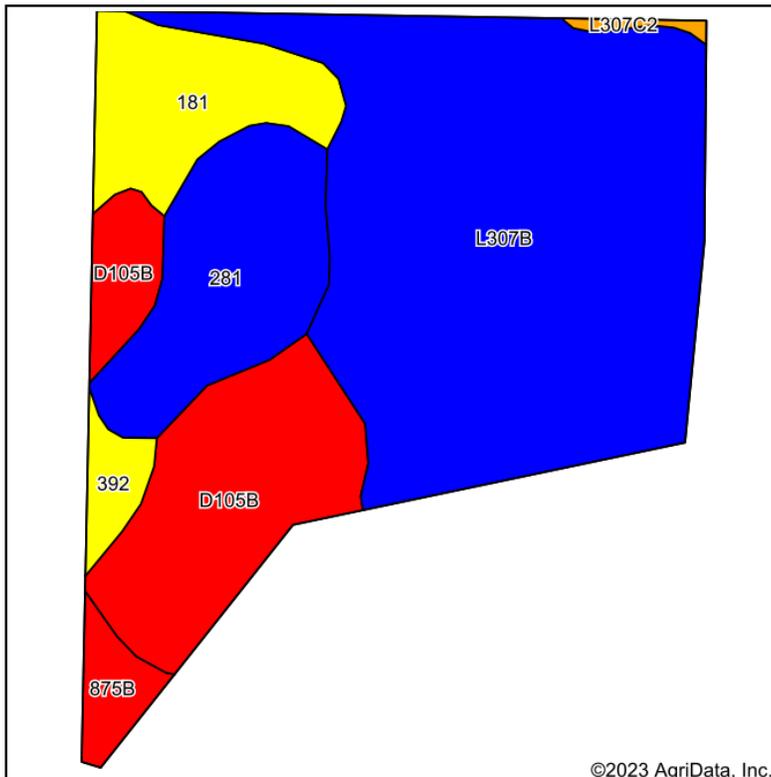
**Common Land Unit**

-  Non-Cropland
-  Cropland
-  Tract Boundary

**Wetland Determination Identifiers**

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





©2023 AagriData, Inc.

Soils data provided by USDA and NRCS.

Area Symbol: MN145, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Irr Class *c	Productivity Index
L307B	Koronis loam, 2 to 6 percent slopes	11.92	53.5%		IIe		88
D105B	Arvilla sandy loam, 2 to 6 percent slopes	4.12	18.5%		IIIs	IIIs	38
281	Darfur coarse sandy loam	3.01	13.5%		IIw		82
181	Litchfield loamy sand	2.13	9.6%		IIIs		67
875B	Estherville-Hawick complex, 2 to 6 percent slopes	0.55	2.5%		IIIs	IIIs	43
392	Biscay loam	0.47	2.1%		IIw		69
L307C2	Koronis loam, 6 to 10 percent slopes, moderately eroded	0.10	0.4%		IIIe		77
<b>Weighted Average</b>					<b>2.31</b>	<b>*-</b>	<b>74.4</b>

\*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.







DATE: \_\_\_\_\_

Received of \_\_\_\_\_

Whose address is \_\_\_\_\_

SS# \_\_\_\_\_ Phone# \_\_\_\_\_ the sum of \_\_\_\_\_ in the form of \_\_\_\_\_

as earnest money deposit and in part payment of the purchase of real estate sold by Auction and described as follows: \_\_\_\_\_

This property the undersigned has this day sold to the BUYER for the sum of \_\_\_\_\_ \$ \_\_\_\_\_

Earnest money hereinafter received for \_\_\_\_\_ \$ \_\_\_\_\_

Balance to be paid as follows \_\_\_\_\_ In cash at closing \_\_\_\_\_ \$ \_\_\_\_\_

1. Said deposit to be placed in the Steffes Group, Inc. Trust Account until closing, BUYER'S default, or otherwise as agreed in writing by BUYER and SELLER. By this deposit BUYER acknowledges purchase of the real estate subject to Terms and Conditions of this contract, subject to the Terms and Conditions of the Buyer's Prospectus, and agrees to close as provided herein and therein. BUYER acknowledges and agrees that the amount of the deposit is reasonable; that the parties have endeavored to fix a deposit approximating SELLER'S damages upon BUYER'S breach; that SELLER'S actual damages upon BUYER'S breach may be difficult or impossible to ascertain; that failure to close as provided in the above referenced documents will result in forfeiture of the deposit as liquidated damages; and that such forfeiture is a remedy in addition to SELLER'S other remedies.

2. Prior to closing, SELLER at SELLER'S expense and election shall furnish to Buyer either: (i) an abstract of title updated to a current date, or (ii) an ALTA title insurance commitment for an owner's policy of title insurance in the amount of the purchase price. Seller shall provide good and marketable title. Zoning ordinances, building and use restrictions and reservations in federal patents and state deeds, existing tenancies, easements and public roads shall not be deemed encumbrances or defects.

3. If the SELLER'S title is not insurable or free of defects and cannot be made so within sixty (60) days after notice containing a written statement of defects is delivered to SELLER, then said earnest money shall be refunded and all rights of the BUYER terminated, except that BUYER may waive defects and elect to purchase. However, if said sale is approved by the SELLER and the SELLER'S title is marketable and the buyer for any reason fails, neglects, or refuses to complete purchase, and to make payment promptly as above set forth, then the SELLER shall be paid the earnest money so held in escrow as liquidated damages for such failure to consummate the purchase. Payment shall not constitute an election of remedies or prejudice SELLER'S rights to pursue any and all other remedies against BUYER, included, but not limited to specific performance. Time is of the essence for all covenants and conditions in this entire agreement.

4. Neither the SELLER nor SELLER'S AGENT make any representation of warranty whatsoever concerning the amount of real estate taxes or special assessments, which shall be assessed against the property subsequent to the date of purchase.

5. State Taxes: SELLER agrees to pay \_\_\_\_\_ of the real estate taxes and installment of special assessments due and payable in \_\_\_\_\_ BUYER agrees to pay \_\_\_\_\_ of the real estate taxes and installments and special assessments due and payable in \_\_\_\_\_ SELLER warrant taxes for \_\_\_\_\_ are Homestead, \_\_\_\_\_ Non-Homestead. SELLER agrees to pay the State Deed Tax.

6. Other fees and taxes shall be paid as set forth in the attached Buyer's Prospectus, except as follows: \_\_\_\_\_

7. The property is to be conveyed by \_\_\_\_\_ deed, free and clear of all encumbrances except in special assessments, existing tenancies, easements, reservations and restrictions of record.

8. Closing of the sale is to be on or before \_\_\_\_\_, Possession will be at closing.

9. This property is sold AS IS, WHERE IS, WITH ALL FAULTS. BUYER is responsible for inspection of the property prior to purchase for conditions including but not limited to water quality, seepage, septic and sewer operation and condition, radon gas, asbestos, presence of lead based paint, and any and all structural or environmental conditions that may affect the usability or value of the property. Buyer's inspection shall be performed at Buyer's sole cost and expense. Buyer hereby indemnifies Seller for any damage to the property as a result of Buyer's inspections.

10. The contract, together with the Terms and Conditions of the Buyer's Prospectus, contain the entire agreement and neither party has relied upon any oral or written representations, agreements, or understanding not set forth herein, whether made by agent or party hereto. This contract shall control with respect to any provisions that conflict with or are inconsistent with the attached Buyer's Prospectus or any announcements made at auction.

11. Other conditions: Subject to easements, reservations and restrictions of record, existing tenancies, public roads and matters that a survey may show. Seller and Seller's agent DO NOT MAKE ANY REPRESENTATIONS OR ANY WARRANTIES AS TO MINERAL RIGHTS, TOTAL ACREAGE, TILLABLE ACREAGE OR BOUNDARY LOCATION.

12. Any other conditions: \_\_\_\_\_

13. Steffes Group, Inc. stipulates they represent the SELLER in this transaction.

Buyer: \_\_\_\_\_  
\_\_\_\_\_

Seller: \_\_\_\_\_  
\_\_\_\_\_

Steffes Group, Inc.  
\_\_\_\_\_

Seller's Printed Name & Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SteffesGroup.com

Drafted By:  
Saul Ewing Arnstein & Lehr LLP



STEARNS COUNTY  
**MINNESOTA**

Steffes Group, Inc. | 23579 MN Hwy 22 South, Litchfield, MN 55355 | 320.693.9371 | [SteffesGroup.com](http://SteffesGroup.com)