



LYON COUNTY, MINNESOTA

# LAND AUCTION

Opens: Thursday, November 7 | 8AM

**Closes: Thursday, November 14 | 1PM** CST 2024

**TIMED  
ONLINE**

From Tracy, MN, south on S 4th St towards County Rd 14, .5 west on Pine St./County Rd 14. Land is on the north side of the road.

**Auctioneer's Note:** Steffes Group is pleased to offer an exceptional opportunity to acquire prime agricultural land in Lyon County, MN. This is highly productive farm ground, with an impressive Crop Productivity Index (CPI) of 93. This auction is comprised of 176.68± acres to be sold in 2 tracts. These tracts are only a ½ mile from a sub-station and have a 3-phase powerline bordering the parcels. The land is in a strong farming community, on the edge of Tracy, MN, making it a desirable investment for both farmers and investors looking to expand their land holdings. Don't miss out on this opportunity to own high-quality farmland!

**176± Acres**



Contact Andy Frank (507) 828-1322 at Steffes Group (320) 693-9371, or visit [SteffesGroup.com](https://SteffesGroup.com).

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

TERMS: Ten percent down upon signing purchase agreement, payable by cash or check. Balance due at closing which will be after January 1, 2025. There is NO buyer's premium on this auction. Scott Steffes MN14-51, Ashley Huhn MN47-002, Eric Gabrielson MN47-006, Randy Kath MN47-007, Scott Gillespie MN14-30

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 THURSDAY, NOVEMBER 7 AND WILL END AT 1PM THURSDAY, NOVEMBER 14.**

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: **Monday, January 6, 2025.**

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

- Seller will provide an abstract of title updated to a current date. Property will be conveyed by a **Warranty Deed.**

- **2024 Taxes:** Paid by Seller.

- **2025 Taxes:** Paid by Buyer.

- **2024 Rent:** To Seller.

- Subsequent taxes and or special assessments, if any, to be paid by buyer. Real Estate Taxes are subject to reassessment under new owner

- 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.

- **THERE IS NO BUYER'S PREMIUM ON THIS AUCTION.**

- 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 ABSOLUTE.**

### 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.

Wind easement agreement. See Steffes Group website for full agreement.

### 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!***



## NOVEMBER 2024

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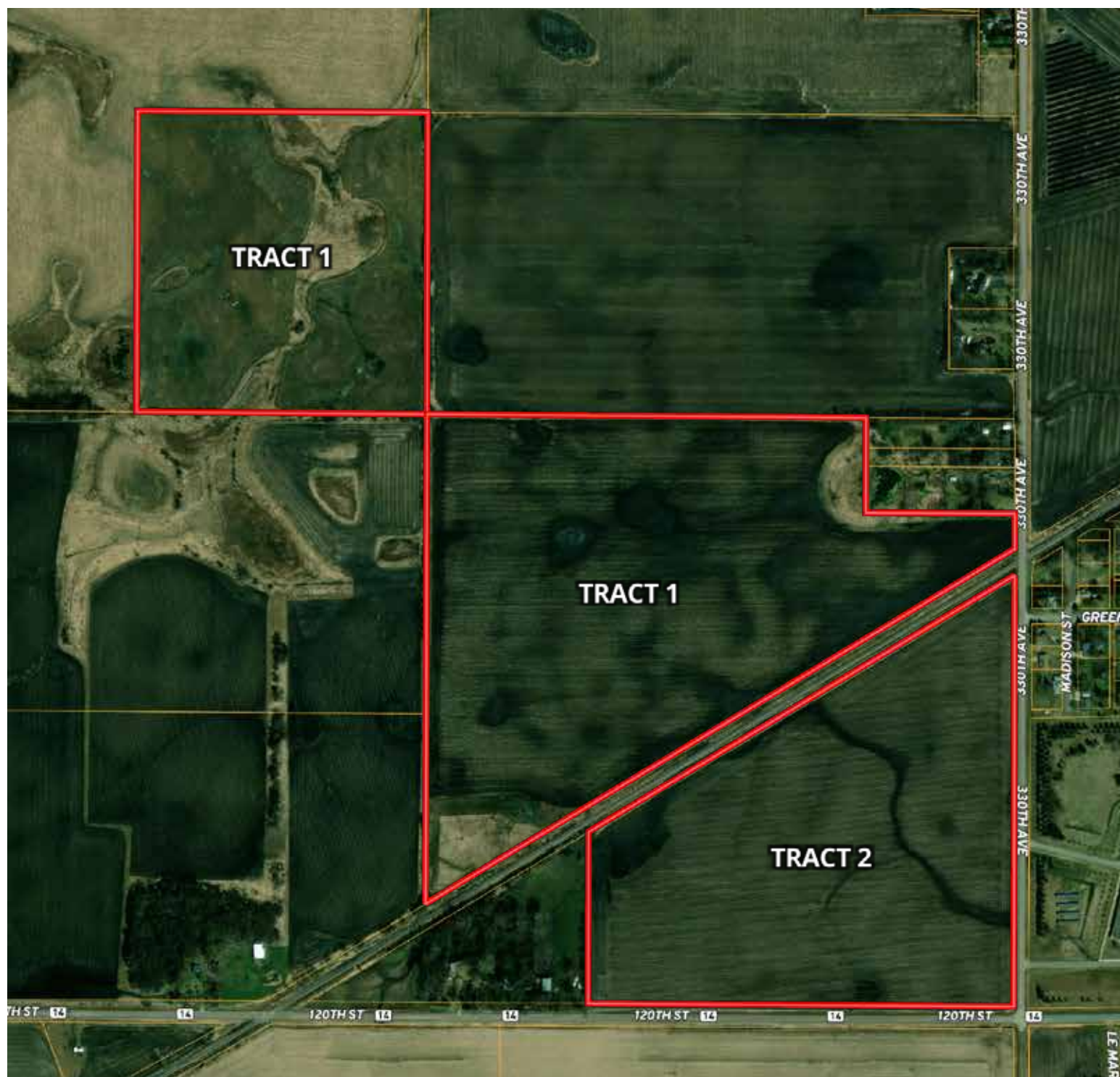
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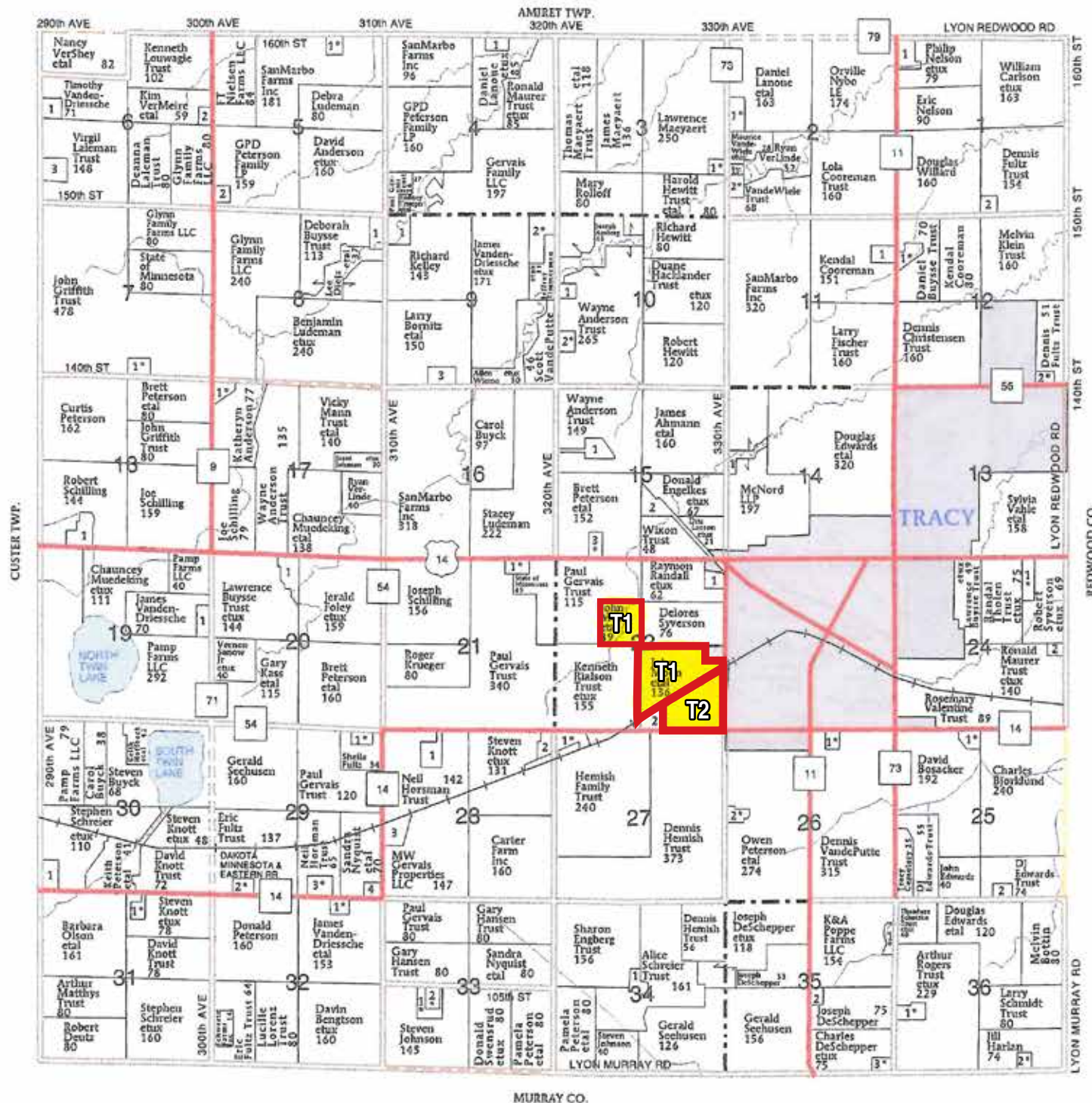
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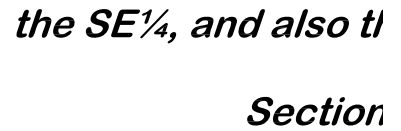
**LYON COUNTY, MN – MONROE TOWNSHIP****Total Acres:** 176.6±**PID #:** 13-022004-0 & 13-022006-0**To Be Sold in 2 Tracts!****Wind easement agreement****Private & county tile**



## MONROE PLAT

R-40-W







*This is a survey of:*  
*part of:*  
**the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , and also the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$**   
*All located in:*  
**Section 22, T109N-R40W, Monroe Township,**  
**Lyon County, Minnesota**



This drawing prepared by:

## Bonnema Runke Stern Inc.

*Professional Land Surveyors*

4566 Hwy 71 NE- Suite 1

Willmar, MN 56201

Office (320) 231-2844 Fax (320) 231-2827

**Requested by:** Amanda Nelson - Steffes Auction

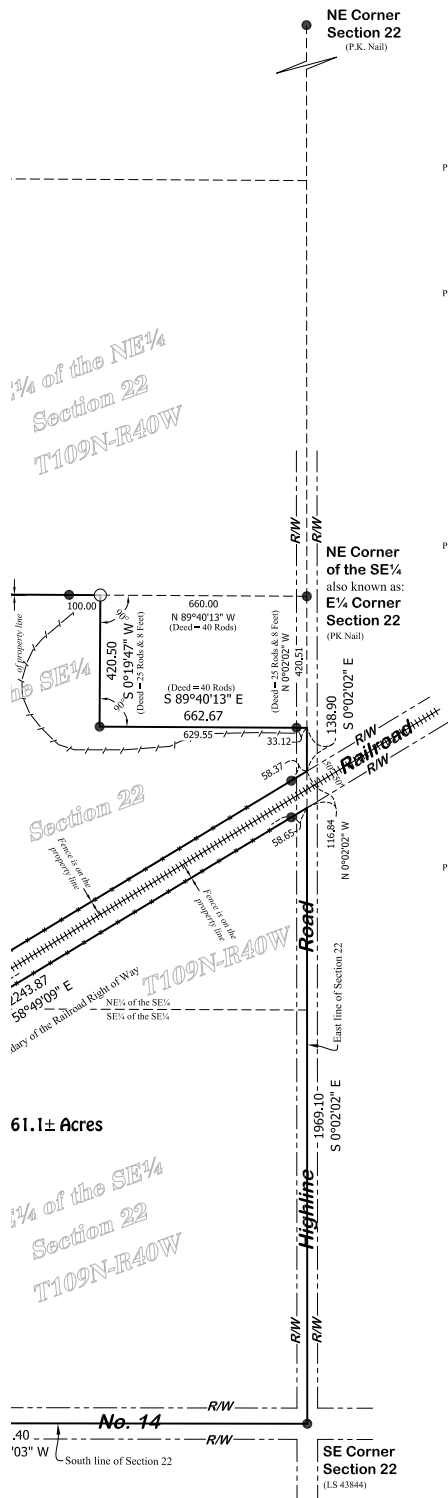


### LEGEND

- Found Iron Monument from former 2018 survey (RSL 46169 unless otherwise noted)
- Bonnema Runke Stern Inc. Placed Capped Iron Monument
- Farm Tillage (Spring 2018)
- Fence
- Easement Boundary

#### Note:

The farm tillage lines and fence lines shown around the surveyed property were located during prior survey work in June of 2018. Tillage and fence lines were not relocated and prior data was used for this survey. All necessary corner monuments were located and verified as part of this survey.



#### Proposed Legal Description - 115.5± Acres

Part of Doc. #215676 The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 22, Township 109 North, Range 40 West, EXCEPT the West One (1) acre thereof.

AND ALSO

A tract of land in the southwest corner of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 22, Township 109 North, Range 40 West of the fifth Principal Meridian, described as follows:

Part of Doc. #215676 Beginning at the southwest corner of said SW $\frac{1}{4}$  NE $\frac{1}{4}$ ; thence running North 33 $\frac{1}{2}$  feet; thence in a southeasterly direction to a point on the South line of said SW $\frac{1}{4}$  NE $\frac{1}{4}$ , 33 $\frac{1}{2}$  feet east of the southwest corner thereof; and thence West to the point of beginning.

AND ALSO

The Southeast Quarter of Section 22, Township 109 North, Range 40 West of the Fifth Principal Meridian lying northerly of the northerly right of way line of the railroad

EXCEPT

Part of Doc. #215676 A tract in the northeast corner of the SE $\frac{1}{4}$  containing 6-3/8 acres described as follows: Commencing at the northeast corner of said SE $\frac{1}{4}$ ; running thence West on the North line thereof a distance of 40 rods; thence at right angles South a distance of 25 rods and 8 feet; thence at right angles and to the east a distance of 40 rods to the East line of said quarter section; thence North along the East line to the point of beginning.

#### Proposed Legal Description - 61.1± Acres

The Southeast Quarter of Section 22, Township 109 North, Range 40 West of the Fifth Principal Meridian lying southerly of the southerly right of way line of the railroad

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That part of the Southeast Quarter (SE $\frac{1}{4}$ ) and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 22, Township 109 North, Range 40 West of the Fifth Principal Meridian, more particularly described as follows:

Beginning at the point of intersection of the South line of said Section 22 and the southerly right-of-way of the Chicago and Northwestern Railroad; thence East along the South line of said Section 22 a distance of 1,320 feet; thence North, parallel with the East line of said Section 22, to a point of intersection with the southerly right-of-way of the Chicago and Northwestern Railroad; thence in a southwesterly direction along the southerly right-of-way of the Chicago and Northwestern Railroad to the point of beginning, consisting of 12.47 acres, more or less subject to highways and easements of records.

Bonnema Runke Stern Inc. is not giving a title opinion or abstract of this parcel. We suggest that you contact your attorney or a title insurance company for that purpose. Easements or neighboring deed conflicts may exist which affect this parcel and are not shown on this survey.

The distances shown from improvements to the property lines are shown for reference purposes only and are NOT intended for determining the property line location. Property corner monuments shall always be used when establishing the property line.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 19, 2024.

Joshua M. Stern

Date **September 23, 2024** License No. 46169





This is a survey of:  
part of:  
the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , and also the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$   
All located in:  
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Date: September 23, 2024 License No. 46169

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Part of Doc. #215676 The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 22, Township 109 North, Range 40 West, EXCEPT the West One (1) acre thereof.

AND ALSO

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Beginning at the southwest corner of said SW $\frac{1}{4}$  NE $\frac{1}{4}$ ; then running North 33 $\frac{1}{2}$  feet; then in a southeasterly direction to a point on the South line of said SW $\frac{1}{4}$  NE $\frac{1}{4}$ , 33 $\frac{1}{2}$  feet east of the southwest corner thereof; and thence West to the point of beginning.

AND ALSO

The Southeast Quarter of Section 22, Township 109 North, Range 40 West of the Fifth Principal Meridian lying northerly of the northerly right of way line of the railroad

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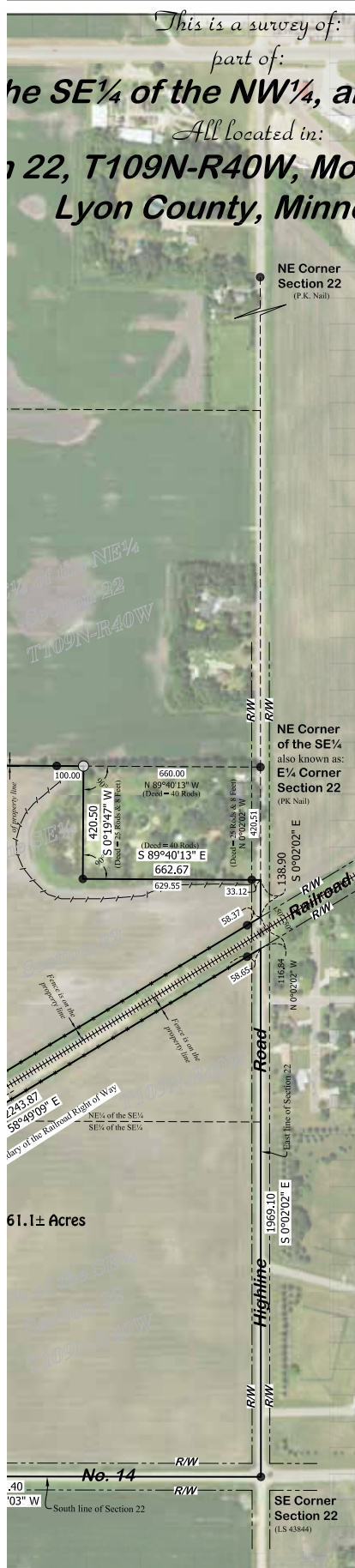
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Beginning at the point of intersection of the South line of said Section 22 and the southerly right-of-way of the Chicago and Northwestern Railroad; thence East along the South line of said Section 22 a distance of 1,320 feet; thence North, parallel with the East line of said Section 22, to a point of intersection with the southerly right-of-way of the Chicago and Northwestern Railroad; thence in a southwesterly direction along the southerly right-of-way of the Chicago and Northwestern Railroad to the point of beginning, consisting of 12.47 acres, more or less subject to highways and easements of records.



**Description:** The Southeast Quarter of the Northwest Quarter (SE¼ NW¼) of Section 22, Township 109 North, Range 40 West, EXCEPT the West One(1) acre thereof. AND ALSO A tract of land in the southwest corner of the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of Section 22, Township 109 North, Range 40 West of the fifth Principal Meridian, described as follows: Beginning at the southwest corner of said SW¼ NE¼; thence running North 33½ feet; thence in a southeasterly direction to a point on the South line of said SW¼ NE¼, 33½ feet east of the southwest corner thereof; and thence West to the point of beginning. AND ALSO The Southeast Quarter of Section 22, Township 109 North, Range 40 West of the Fifth Principal Meridian lying northerly of the northerly right of way line of the railroad EXCEPT A tract in the northeast corner of the SE¼ containing 6-3/8 acres described as follows: Commencing at the northeast corner of said SE¼; running thence West on the North line thereof a distance of 40 rods; thence at right angles South a distance of 25 rods and 8 feet; thence at right angles and to the east a distance of 40 rods to the East line of said quarter section; thence North along the East line to the point of beginning.

**Total Acres:** 115.5± (See Survey)

**Cropland Acres:** 67.30±

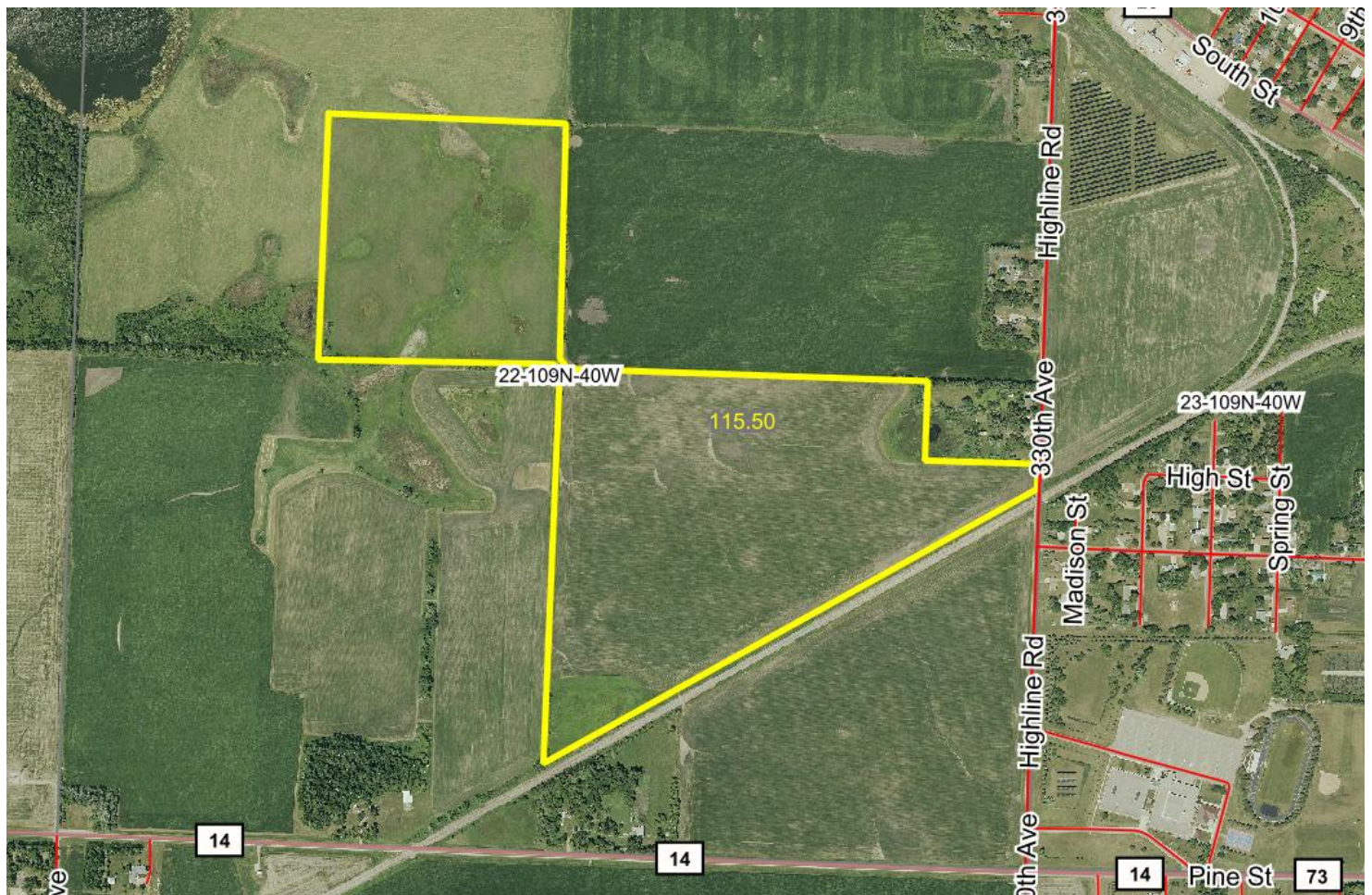
**PID #:** 13-022004-0 (That part of, new legal & PID# to be assigned) & 13-022006-0

**Soil Productivity Index:** 92.8

**Soils:** North TwinWalnut Grove complex, 0 to 2 percent slopes (36.8%), Pell CreekRomnell complex, 0 to 2 percent slopes (31.4%), North TwinWalnut Grove complex, 1 to 4 percent slopes (26.3%), Romnell silty clay loam, depressional, 0 to 1 percent slopes (5.4%), Moines clay loam, 1 to 3 percent slopes (0.1%)

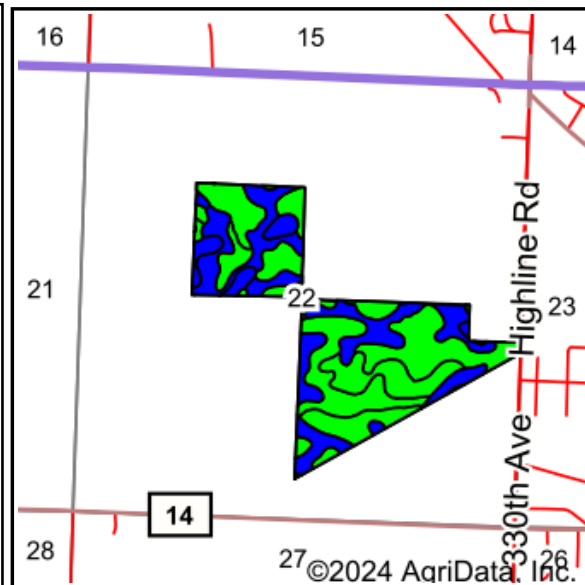
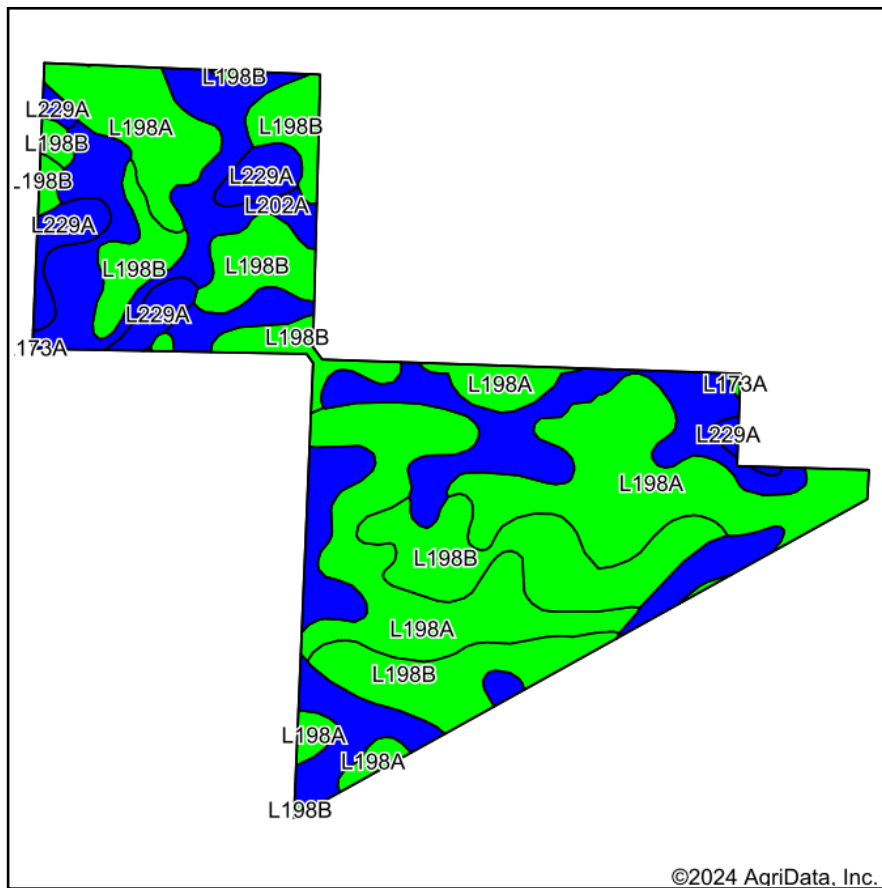
**Taxes (2024):** \$7,024.00 (For entire land. New tax amount TBD)

30.45± in CRP, \$298.89/acre, contract through 9-30-2031



\*Lines are approximate





Soils data provided by USDA and NRCS.

Area Symbol: MN083, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
L198A	North Twin-Walnut Grove complex, 0 to 2 percent slopes	42.50	36.8%		Iw	96
L202A	Pell Creek-Romnell complex, 0 to 2 percent slopes	36.27	31.4%		IIw	89
L198B	North Twin-Walnut Grove complex, 1 to 4 percent slopes	30.38	26.3%		Ile	94
L229A	Romnell silty clay loam, depressional, 0 to 1 percent slopes	6.23	5.4%		IIIw	87
L173A	Moines clay loam, 1 to 3 percent slopes	0.12	0.1%		IIs	97
Weighted Average					1.69	92.8

\*c: Using Capabilities Class Dominant Condition Aggregation Method

**Description:** The Southeast Quarter of Section 22, Township 109 North, Range 40 West of the Fifth Principal Meridian lying southerly of the southerly right of way line of the railroad EXCEPT That part of the Southeast Quarter (SE¼) and the Southeast Quarter of the Southwest Quarter (SE¼ SW¼,) of Section 22, Township 109 North, Range 40 West of the Fifth Principal Meridian, more particularly described as follows: Beginning at the point of intersection of the South line of said Section 22 and the southerly right-of-way of the Chicago and Northwestern Railroad; thence East along the South line of said Section 22 a distance of 1,320 feet; thence North, parallel with the East line of said Section 22, to a point of intersection with the southerly right-of-way of the Chicago and Northwestern Railroad; thence in a southwesterly direction along the southerly right-of-way of the Chicago and Northwestern Railroad to the point of beginning, consisting of 12.47 acres, more or less and subject to highways and easements of records.

**Total Acres:** 61.1± (See Survey)

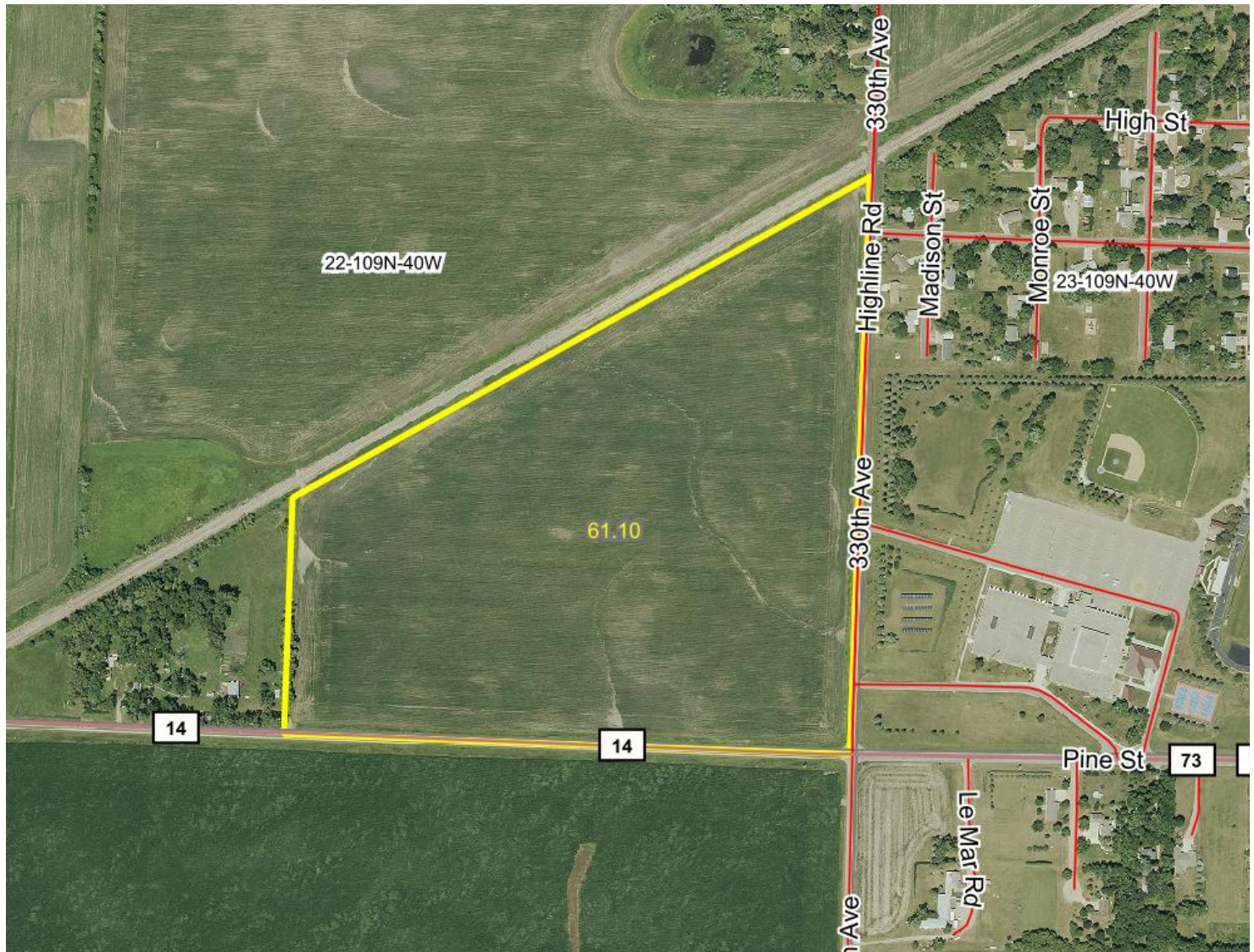
**Cropland Acres:** 57.40±

**PID #:** 13-022004-0 (That part of, new legal & PID# to be assigned)

**Soil Productivity Index:** 93.3

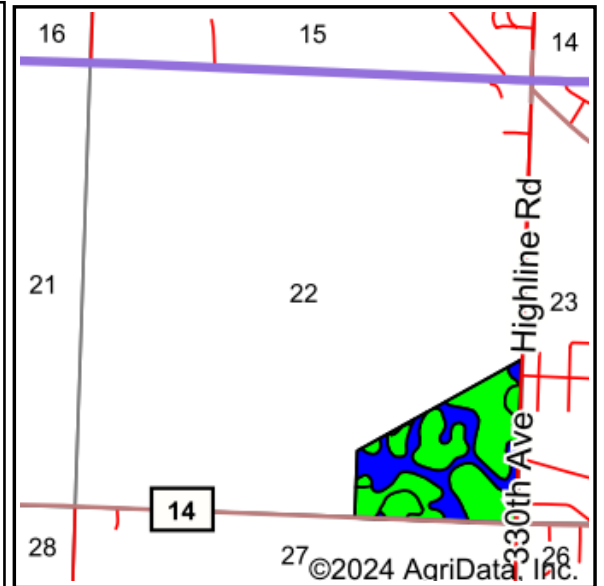
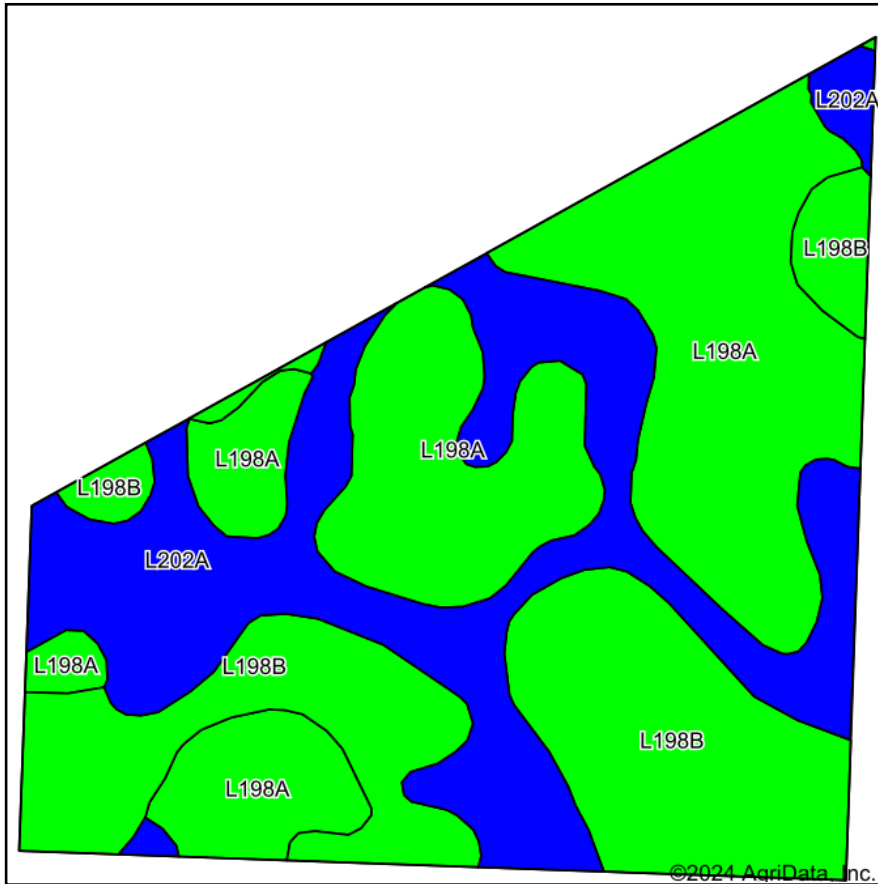
**Soils:** North TwinWalnut Grove complex, 0 to 2 percent slopes (40.7%), Pell CreekRomnell complex, 0 to 2 percent slopes (29.8%), North TwinWalnut Grove complex, 1 to 4 percent slopes (29.5%)

**Taxes (2024):** \$5,930.00 (For entire land. New tax amount TBD)



\*Lines are approximate



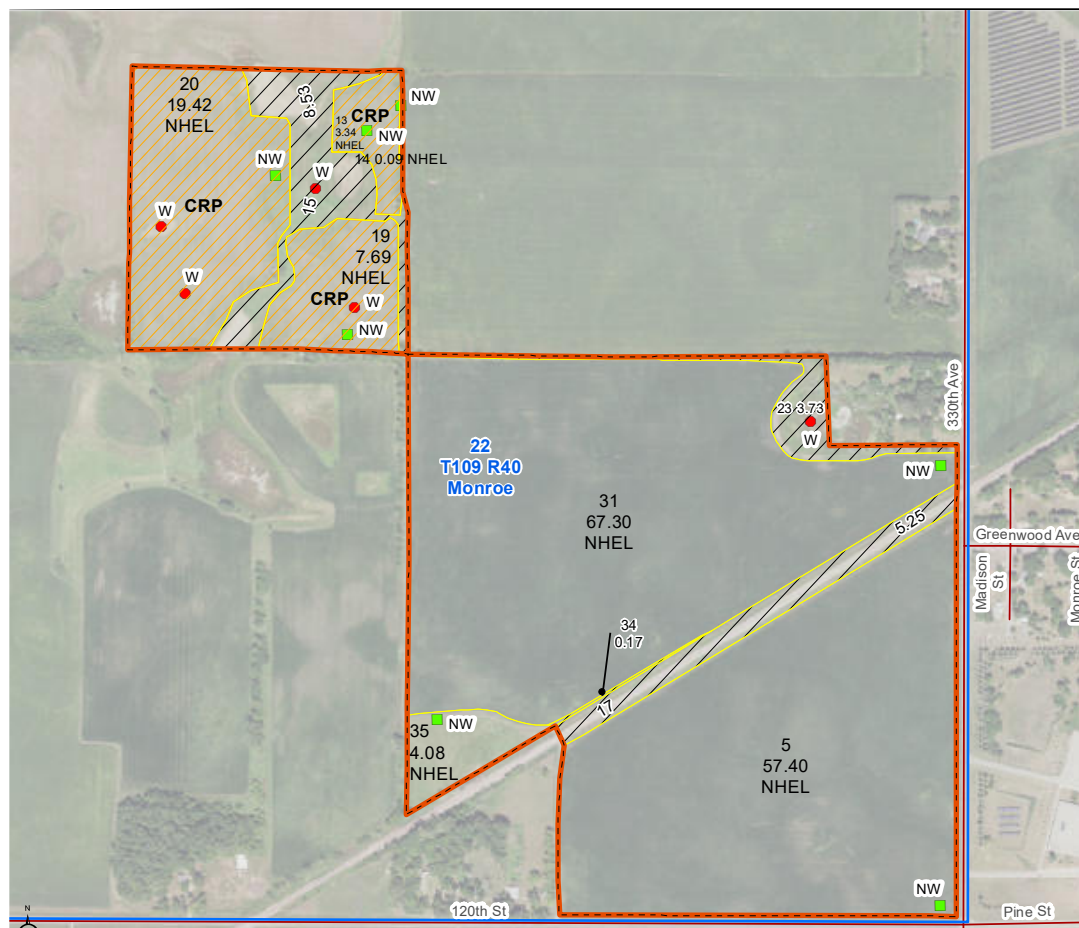


Soils data provided by USDA and NRCS.

Area Symbol: MN083, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
L198A	North Twin-Walnut Grove complex, 0 to 2 percent slopes	24.85	40.7%		Iw	96
L202A	Pell Creek-Romnell complex, 0 to 2 percent slopes	18.22	29.8%		IIw	89
L198B	North Twin-Walnut Grove complex, 1 to 4 percent slopes	18.03	29.5%		Ile	94
<b>Weighted Average</b>					<b>1.59</b>	<b>93.3</b>

\*c: Using Capabilities Class Dominant Condition Aggregation Method



0 275 550 1,100  
Feet

Unless otherwise noted:  
 Shares are 100% operator  
 Crops are non-irrigated  
 Corn = yellow for grain  
 Soybeans = common soybeans for grain  
 Wheat = HRS, HRW = Grain  
 Sunflower = Oil, Non-Oil = Grain  
 Oats and Barley = Spring for grain  
 Rye = for grain  
 Peas = process  
 Alfalfa, Mixed Forage AGM, GMA, IGS = for forage  
 Beans = Dry Edible  
 NAG = for GZ  
 Canola = Spring for seed

### Common Land Unit

- Non-Cropland
- Cropland
- CRP
- Tract Boundary

### Wetland Determination Identifiers

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

**Tract Number** : 10619

**Description** : SE4;SE4NW4 (22) Monroe  
**FSA Physical Location** : MINNESOTA/LYON  
**ANSI Physical Location** : MINNESOTA/LYON  
**BIA Unit Range Number** :  
**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields  
**Wetland Status** : Tract contains a wetland or farmed wetland  
**WL Violations** : None  
**Owners** : JOHN L MOON, CHRISTINE DOSTAL  
**Other Producers** : None  
**Recon ID** : None

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
177.00	159.32	159.32	0.00	0.00	0.00	0.00	0.0

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	128.87	0.00	30.45	0.00	0.00	0.00

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	66.42	15.88	128
Soybeans	60.93	14.57	43

**TOTAL**

**127.35**

**30.45**



AD-1026 (Page 1) (02-06-12)

U.S. DEPARTMENT OF AGRICULTURE  
Farm Service Agency

Form Approved – OMB No. 0560-0185

10 24 77

HIGHLY ERODIBLE LAND CONSERVATION (HEL) AND  
WETLAND CONSERVATION (WC) CERTIFICATION

(See Page 2 for Nondiscrimination, Privacy Act and Paperwork Reduction Act Statements).

1. Name of Producer <b>John Moon</b>	2. Tax Identification Number (Last 4 digits) <b>7362</b>	3. Crop Year 2013
4. Do you have any interest in land that produces or could produce an agricultural commodity? If "YES", or if you are a Farm Loan Applicant, continue with Item 5. If "NO", and you are not a farm loan applicant, go to Item 12 and sign and date.		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
5. For farm loan applicants only: Will you conduct any activities for fish production, trees, vineyards, shrubs, building construction, or other non-agricultural purposes on lands for which a wetland determination has not been completed by NRCS or Army Corps of Engineers?		<b>N/A</b>
6. Are you a landlord or tenant on any farm that will not be in compliance with HELC and WC provisions? If "YES", enter the farm number or contact your County FSA Office before completing this form. Farm Number: (Contact your County FSA Office if you are unsure of the highly erodible land (HEL) or wetland determinations applicable to your farming interests.)		<input checked="" type="checkbox"/>
7. Do any of your landlords refuse to comply with HELC requirements on any farms? If "YES", enter the farm number or contact your County FSA Office before completing this form. Farm Number:		<input checked="" type="checkbox"/>
8. List affiliated persons with farming interests. See Page 2 for an explanation. Enter "NONE", if applicable. <b>Pearl Moon ESTATE</b>		
9. During the crop year entered in Item 3 above, or the term of a requested USDA loan, did you or will you plant and produce an agricultural commodity on land for which an HEL determination has not been made?		<input checked="" type="checkbox"/>
10. Since December 23, 1985, or during the current crop year, or during the term of a requested USDA loan, has anyone performed, or will anyone perform any activities to:		
A. Create new drainage systems, or conduct land leveling, filling, dredging, land clearing, excavation, or stump removal, that has NOT been evaluated by NRCS? If "YES", indicate year(s):		<input checked="" type="checkbox"/>
B. Improve or modify an existing drainage system that has NOT been evaluated by NRCS? If "YES", indicate year(s):		<input checked="" type="checkbox"/>
C. Maintain an existing drainage system that has NOT been evaluated by NRCS? If "YES", indicate the year(s): <small>Note: Maintenance is the repair, rehabilitation, or replacement of the capacity of existing drainage systems to allow for the continued use of wetlands currently in agricultural production and the continued management of other areas as they were used before December 23, 1985. This allows a person to reconstruct or maintain the capacity of the original system or install a replacement system that is more durable or will realize lower maintenance or costs.</small>		<input checked="" type="checkbox"/>
11. If "YES" to Items 5, 9, 10A, 10B and/or 10C enter the following for the land the answer applies to:		
A. Farm and/or tract/field number: <b>F# 5490 Tr# 8925 Field # 11</b>		
B. Activity: <b>New tile</b>		
C. Current land use (specify crops): <b>corn</b>		
D. County: <b>County</b>		

A "YES", answer in Items 9 or 10 authorizes FSA to refer this AD-1026 to NRCS. If you check "YES", to Item 10C, NRCS does not have to conduct certified wetland determination. (Contact your County FSA Office if you are unsure about the answers to Items 9 or 10.)

## Continuous AD-1026 Certification:

See letter SD 6/12/14

I have read the AD-1026 Appendix and understand and agree that my eligibility for certain USDA program benefits is contingent upon this certification of compliance with highly erodible land conservation and wetland conservation provisions of the Food Security Act of 1985 as amended, and if a determination is made that results in a violation and ineligibility, I agree to refund all applicable payments.

- I agree to the terms and conditions stated on AD-1026 Appendix on all land in which I have or will have an interest and understand that I am responsible for any non-compliance with these provisions.
- I agree that I will file a revised AD-1026 if there are any changes in my operation or activities that may affect compliance with these provisions.
- I understand that affiliated persons are also subject to compliance with these provisions and their failure to comply or file AD-1026 will result in loss of eligibility to persons or enterprises with whom they are affiliated. (See Page 2 of this form for affiliated persons.)

## 12. Producer's Certification:

I hereby certify that the information on this form is true and correct to the best of my knowledge, and I authorize NRCS to make a HELC and/or certified wetland determination on the tract or farm numbers listed above.

12A. Producer's Signature (By) <b>John Moon</b>	12B. Title/Relationship (Individual Signing in the Representative capacity)	12C. Date (MM-DD-YYYY) <b>6/17/13</b>
13. Referral to NRCS (Completed by FSA). Sign and date if a NRCS determination is needed for any reason including a "YES" answer in Item 9, 10A, 10B, or 10C.	13A. Signature of FSA Representative <b>Diane Berven</b>	13B. Date (MM-DD-YYYY) <b>6/17/13</b>

ORIGINAL - FSA COPY ☒NRCS COPY ☐PRODUCER'S COPY ☐

JUN 17 2013



OMB Control Number: 0560-0292  
OMB Expiration Date: 04/30/2022

(See Page 2 for Privacy Act and Paperwork Reduction Act Statements)

This form is available electronically.

AD-1026  
(04-11-19)

U.S. DEPARTMENT OF AGRICULTURE  
Farm Service Agency

SEP 30 2021

# HIGHLY ERODIBLE LAND CONSERVATION (HEL) AND WETLAND CONSERVATION (WC) CERTIFICATION

Chippewa Co. FSA

Read attached AD-1026 Appendix before completing form.

## PART A - BASIC INFORMATION

1. Name of Producer Christine Dostal

2. Tax Identification Number (Last 4 digits)

3869

3. Crop Year

2021

4. Names of affiliated persons with farming interests. Enter "None," if applicable.

None

*Affiliated persons with farming interests must also file an AD-1026. See Item 7 in the Appendix for a definition of an affiliated person.*

5. Check one of these boxes if the statement applies; otherwise continue to Part B.

- A. ☐ The producer in Part A does not have interest in land devoted to agriculture. Examples include bee keepers who place their hives on another person's land, producers of crops grown in greenhouses, and producers of aquaculture AND these producers do not own/lease any agricultural land themselves. **Note:** Do not check this box if the producer shares in a crop.
- B. ☐ The producer in Part A meets all three of the following:
- does not participate in any USDA program that is subject to HELC and WC compliance except Federal Crop Insurance.
  - only has interest in land devoted to agriculture which is exclusively used for perennial crops, except sugarcane, and
  - has not converted a wetland after February 7, 2014.

Perennial crops include, but are not limited to, tree fruit, tree nuts, grapes, olives, native pasture and perennial forage. A producer that produces alfalfa should contact the Natural Resources Conservation Service at the nearest USDA Service Center to determine whether such production qualifies as production of a perennial crop.

**Note:** If either box is checked, and the producer in Part A does not participate in Farm Service Agency (FSA) or Natural Resources Conservation Service (NRCS) programs, the full tax identification number of the producer must be provided, but establishment of detailed farm records with FSA is not required. Go to Part D and sign and date.

## PART B - HELC/WC COMPLIANCE QUESTIONS

Indicate YES or NO to each question.

If you are unsure of whether a HEL determination, wetland determination, or NRCS evaluation has been completed, contact your local USDA Service Center.

YES NO

6. During the crop year entered in Part A or the term of a requested USDA loan, did or will the producer in Part A plant or produce an agricultural commodity (including sugarcane) on land for which an HEL determination has not been made?

☐ XX

7. Has anyone performed (since December 23, 1985), or will anyone perform any activities to:

☐ X

A. Create new drainage systems, conduct land leveling, filling, dredging, land clearing, or excavation that has NOT been evaluated by NRCS? If "YES", indicate the year(s): \_\_\_\_\_

☐ X

B. Improve or modify an existing drainage system that has NOT been evaluated by NRCS? If "YES", indicate the year(s): \_\_\_\_\_

☐ X

C. Maintain an existing drainage system that has NOT been evaluated by NRCS? If "YES", indicate the year(s): \_\_\_\_\_  
**Note:** Maintenance is the repair, rehabilitation, or replacement of the capacity of existing drainage systems to allow for the continued use of wetlands currently in agricultural production and the continued management of other areas as they were used before December 23, 1985. This allows a person to reconstruct or maintain the capacity of the original system or install a replacement system that is more durable or will realize lower maintenance or costs.

☐ X

**Note:** If "YES" is checked for Item 7A or 7B, then Part C must be completed to authorize NRCS to make an HELC/WC and/or certified wetland determination on the identified land. If "YES" is checked for Item 7C, NRCS does not have to conduct a certified wetland determination.

8. Check one or both boxes, if applicable; otherwise, continue to Part C or D.

- A. ☐ Check this box only if the producer in Part A has FCIC reinsured crop insurance and filing this form represents the first time the producer in Part A, including any affiliated person, has been subject to HELC and WC provisions.
- B. ☐ Check this box if either of the following applies to the producer and crop year entered in Part A:
- is a tenant on a farm that is/will not be in compliance with HELC and WC provisions because the landlord refuses to allow compliance, but all other farms not associated with that landlord are in compliance. (AD-1026B, Tenant Exemption Request, must be completed).
  - is a landlord of a farm that is/will not be in compliance with HELC and WC provisions because of a violation by the tenant on that farm, but all other farms not associated with that tenant are in compliance. (AD-1026C, Landlord or Landowner Exemption Request, must be completed).

## PART C - ADDITIONAL INFORMATION

9. If "YES" was checked in Item 6 or 7, provide the following information for the land to which the answer applies:

A. Farm and/or tract/field number:

If unknown, contact the Farm Service Agency at the nearest USDA Service Center.

B. Activity:

C. Current land use (specify crops):

D. County:



AD-1026 (04-11-19)

Page 2 of 2


## PART D – CERTIFICATION OF COMPLIANCE

I have received and read the AD-1026 Appendix and understand and agree to the terms and conditions therein on all land in which I (or the producer in Part A if different) and any affiliated person have or will have an interest. I understand that eligibility for certain USDA program benefits is contingent upon this certification of compliance with HELC and WC provisions and I am responsible for any non-compliance. I understand and agree that this certification of compliance is considered continuous and will remain in effect unless revoked or a violation is determined. I further understand and agree that:

- all applicable payments must be refunded if a determination of ineligibility is made for a violation of HELC or WC provisions.
- NRCS may verify whether a HELC violation or WC has occurred.
- a revised Form AD-1026 must be filed if there are any operation changes or activities that may affect compliance with the HELC and WC provisions. I understand that failure to revise Form AD-1026 for such changes may result in ineligibility for certain USDA program benefits or other consequences.
- affiliated persons are also subject to compliance with HELC and WC provisions and their failure to comply or file Form AD-1026 will result in loss of eligibility for applicable benefits to any individuals or entities with whom they are considered affiliated.

## Producer's Certification:

I hereby certify that the information on this form is true and correct to the best of my knowledge.

10A. Producer's Signature (By) 	10B. Title/Relationship (If Signing in Representative Capacity)	10C. Date (MM-DD-YYYY) 09-29-2021
FOR FSA USE ONLY (for referral to NRCS) Sign and date if NRCS determination is needed.	11A. Signature of FSA Representative	11B. Date (MM-DD-YYYY)

**IMPORTANT:** If you are unsure about the applicability of HELC and WC provisions to your land, contact your local USDA Service Center for details concerning the location of any highly erodible land or wetland and any restrictions applying to your land according to NRCS determinations before planting an agricultural commodity or performing any drainage or manipulation. Failure to certify and properly revise your compliance certification when applicable may: (1) affect your eligibility for USDA program benefits, including whether you qualify for reinstatement of benefits through the Good Faith process; and (2) result in other consequences.

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 12, the Food Security Act of 1985 (Pub. L. 99-198), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to certify compliance with HELC and WC provisions and to determine producer eligibility to participate in and receive benefits under programs administered by USDA agencies. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of producer ineligibility to participate in and receive benefits under programs administered by USDA agencies.

**Public Burden Statement (Paperwork Reduction Act):** For the Market Facilitation Program (MFP) producers only, public reporting burden for this collection is estimated to average 30 minutes per response, including reviewing instructions, gathering and maintaining the data needed, completing (providing the information), and reviewing the collection of information. You are not required to respond to the collection or FSA may not conduct or sponsor a collection of information unless it displays a valid OMB control number of 0560-0292.

**Paperwork Reduction Act (PRA) Statement:** This information collection is exempted from PRA as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title II, Subtitle G, Funding and Administration).

The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM AD-1026 TO YOUR COUNTY FARM SERVICE AGENCY (FSA) OFFICE.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.





**LYON COUNTY AUDITOR / TREASURER**  
607 WEST MAIN STREET  
MARSHALL, MN 56258  
507-537-6724  
[www.lyonco.org](http://www.lyonco.org)

2024

# PROPERTY TAX STATEMENT

MONROE TWP

PRCL# 13-022004-0

RCPT# 4614

TC

11.415

15.986

Property ID Number: 13-022004-0  
Property Description: SECT-22 TWP-109 RANG-40  
135.68 ACRES SE4 EX RECT TRACT RY &  
2.5 ACRES SW4 EX 12.47 ACRES

2346-T

ACRES 135.68

		Values and Classification	
Taxes Payable Year		2023	2024
Step 1	Estimated Market Value:	1,141,500	1,598,600
	Homestead Exclusion:		
	Taxable Market Value:	1,141,500	1,598,600
	New Improve/Expired Excls:		
	Property Class:	AGRI NON-HSTD	AGRI NON-HSTD
	Sent in March 2023		
Step 2	Proposed Tax		
	* Does Not Include Special Assessments		5,872.00
	Sent in November 2023		
Step 3	Property Tax Statement		
	First half Taxes:		2,965.00
	Second half Taxes:		2,965.00
	Total Taxes Due in 2024		5,930.00

\$\$\$  
REFUNDS

*You may be eligible for one or even two refunds to reduce your property tax.  
Read the back of this statement to find out how to apply.*

Taxes Payable Year: 2023 2024

1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund .....  
 File by August 15th. **IF BOX IS CHECKED, YOU OWE DELINQUENT TAXES AND ARE NOT ELIGIBLE**
2. Use these amounts on Form M1PR to see if you are eligible for a special refund .....

## Property Tax and Credits

3. Property taxes before credits	6,390.65	6,931.75
4. A. Agricultural and rural land tax credits	.00	.00
B. Other credits to reduce your property tax	1,000.65	1,001.75
5. Property taxes after credits	5,390.00	5,930.00

### Property Tax by Jurisdiction

6. County		3,835.17	4,359.29
7. City or Town		668.58	662.30
8. State General Tax		.00	.00
9. School District: 2904			
A. Voter approved levies		199.91	145.02
B. Other local levies		670.47	745.33
10. Special Taxing Districts:			
A. SW REGIONAL DEVELOPMENT		15.87	18.06
B.			
C.			
D.			
11. Non-school voter approved referenda levies			
12. Total property tax before special assessments		5,390.00	5,930.00

### Special Assessments on Your Property

13. A.			
B.			
C.			
D.			
E.			

#### 14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS

**TRACT 1****TRACT 1**

**LYON COUNTY AUDITOR / TREASURER**  
607 WEST MAIN STREET  
MARSHALL, MN 56258  
507-537-6724  
[www.lyonco.org](http://www.lyonco.org)

2024

# PROPERTY TAX STATEMENT

MONROE TWP

PRCL# 13-022006-0

RCPT# 4618

TC

2.106

2.952

Property ID Number: 13-022006-0  
Property Description: SECT-22 TWP-109 RANG-40  
39.00 ACRES SE4 NW4 EX 1 A & SMALL  
TRIANGULAR TRACT SW4 NE4

2346-T

ACRES 39.00

		Values and Classification	
Taxes Payable Year		2023	2024
Step 1	Estimated Market Value:	210.600	295.200
	Homestead Exclusion:		
	Taxable Market Value:	210.600	295.200
	New Improve/Expired Excls:		
	Property Class:	AGRI NON-HSTD EXEMPT	AGRI NON-HSTD EXEMPT
	Sent in March 2023		
Step 2	Proposed Tax		
	* Does Not Include Special Assessments		1.084.00
	Sent in November 2023		
Step 3	Property Tax Statement		
	First half Taxes:		547.00
	Second half Taxes:		547.00
	Total Taxes Due in 2024		1.094.00

\$\$\$  
REFUNDS

*You may be eligible for one or even two refunds to reduce your property tax.  
Read the back of this statement to find out how to apply.*

Taxes Payable Year: 2023 2024

1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund .....  
 File by August 15th. **IF BOX IS CHECKED, YOU OWE DELINQUENT TAXES AND ARE NOT ELIGIBLE**
2. Use these amounts on Form M1PR to see if you are eligible for a special refund .....

## Property Tax and Credits

3. Property taxes before credits
4. A. Agricultural and rural land  
B. Other credits to reduce your taxes
5. Property taxes after credits

### Property Tax by Jurisdiction

6. County .....
7. City or Town .....
8. State General Tax .....
9. School District: **2904**      A. Voter approved levies .....  
  B. Other local levies .....
10. Special Taxing Districts:      A. **SW REGIONAL DEVELOPMENT** .....  
  B. ....  
  C. ....  
  D. ....
11. Non-school voter approved referendum levies .....
12. Total property tax before special assessments .....

### Special Assessments on Your Property

13. A.  
B.  
C.  
D.  
E.

- #### 14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS

	.00
<input type="checkbox"/>	
.00	
1,178.61	1,278.99
.00	.00
184.61	184.99
994.00	1,094.00
707.14	803.95
123.35	122.30
.00	.00
36.88	26.77
123.70	137.64
2.93	3.34
994.00	1,094.00
994.00	1,094.00













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 accepted 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 warrants 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 &amp; Address:

\_\_\_\_\_

\_\_\_\_\_

SteffesGroup.com

Drafted By:  
Saul Ewing Arnstein & Lehr LLP

\_\_\_\_\_

\_\_\_\_\_



LYON COUNTY  
**MINNESOTA**

SteffesGroup.com | 320.693.9371 | 23579 MN Hwy 22 S, Litchfield, MN 55355