



buyer's PROSPECTUS

Timed Online Auction ²⁰¹⁷ Thursday, June 8, 8AM-11AM & 12PM

2

Gravel Pit Auctions



Otter Tail Co., MN

Norman Co., MN



View Exclusive Property Video
SteffesGroup.com or scan the code!

This is a great opportunity for a regional or local aggregate/construction firm to purchase two gravel pits with standing material and material yet to be mined in the heart of lakes country and near Twin Valley, MN. Please call to inspect the pits for material testing and exploration purposes.

Otter Tail & Norman County, MN Gravel Pits

Contact **701.237.9173**
Max Steffes 701.212.2849

2000 Main Avenue East, West Fargo, ND 58078
Max Steffes MN14-031, Scott Steffes MN14-51, Brad Olstad MN14-70

SteffesGroup.com

TERMS: 10% down upon signing purchase agreement with balance due at closing in 30 days.

TERMS & CONDITIONS.

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 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

This is an online only auction with no buyer's premium.

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.

This property sells for cash with no owner financing. Bidders must have financing secured prior to bidding. The sale of this property IS NOT contingent on the bidder securing financing.

The auction begins at 8:00AM, the Otter Tail County, MN Gravel Pit Auction will end at 11:00AM with the Norman County, MN Gravel Pit Auction following at 12:00PM on Thursday, June 8, 2017.

- 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 purchase price will be required. Those funds will be placed in a Real Estate Trust Account as good faith money until closing.
- The contract signing will take place at Steffes Group, 2000 Main Avenue East, West Fargo ND.
- If the winning bidder is unable to come to the Steffes office for signing of the contract, contact Max Steffes 701.237.9173. Arrangements will be made to email or fax a copy of the contract for signature. The buyer would fax the signed copy back to 701.237.0976 or send a scanned copy by email.
- Purchasers who are unable to close because of insufficient funds will be in default and the deposit money will be forfeited. Balance of the purchase price must **be paid in full with cashier's check at closing on or before Friday, June 7, 2017.**

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

- Seller will provide up-to-date abstract(s), or title insurance in lieu of abstract, at their expense and will convey property by Warranty Deed.

- **Norman County, MN - 2017 taxes to be paid by Buyer.**
Otter Tail county, MN - 2017 taxes to be prorated to date of closing. 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.

- 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 minimum bid raise will be \$1,000.00

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

- **THE PROPERTY WILL BE SOLD SUBJECT TO 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 guaranties as to the Seller's performance.

AGENCY DISCLOSURE

Steffes Group, Inc. is representing the Seller.

POSSESSION

Possession will be at closing or completion of current crop harvest, whichever is later, unless otherwise agreed to in writing and agreeable by buyer and seller.

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.

MATERIAL TESTING & EXPLORATION

The owner of the properties and Steffes Group make no warranties or guaranties expressed or implied as to the quality of the material or the amount of material on the properties. It is the responsibility of the prospective bidders to test the quality/amount of standing material and material yet to be mined if desired.

The owner of the properties and Steffes Group are not responsible for any injury or damage to property resulting from material testing or exploration on the properties! It is requested that prospective bidders notify Steffes Group when they will be on the property for material testing and exploration.

CRP CONTRACTS

Buyer(s) agree to follow all requirements of conservation plans and practices required by the FSA & NRCS to maintain eligibility in the Conservation Reserve Program. Buyer(s) agree to accept responsibility and liability for any actions by the buyer which would endanger eligibility for the CRP

or actions that would require repayment of the CRP payment or payments. Buyer(s) further agree to indemnify and hold harmless the sellers/tenant for any recovery sought by the FSA due to actions of buyer, which would violate the requirements of the CRP.

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.

Otter Tail County, MN Gravel Pit

Lines approximate



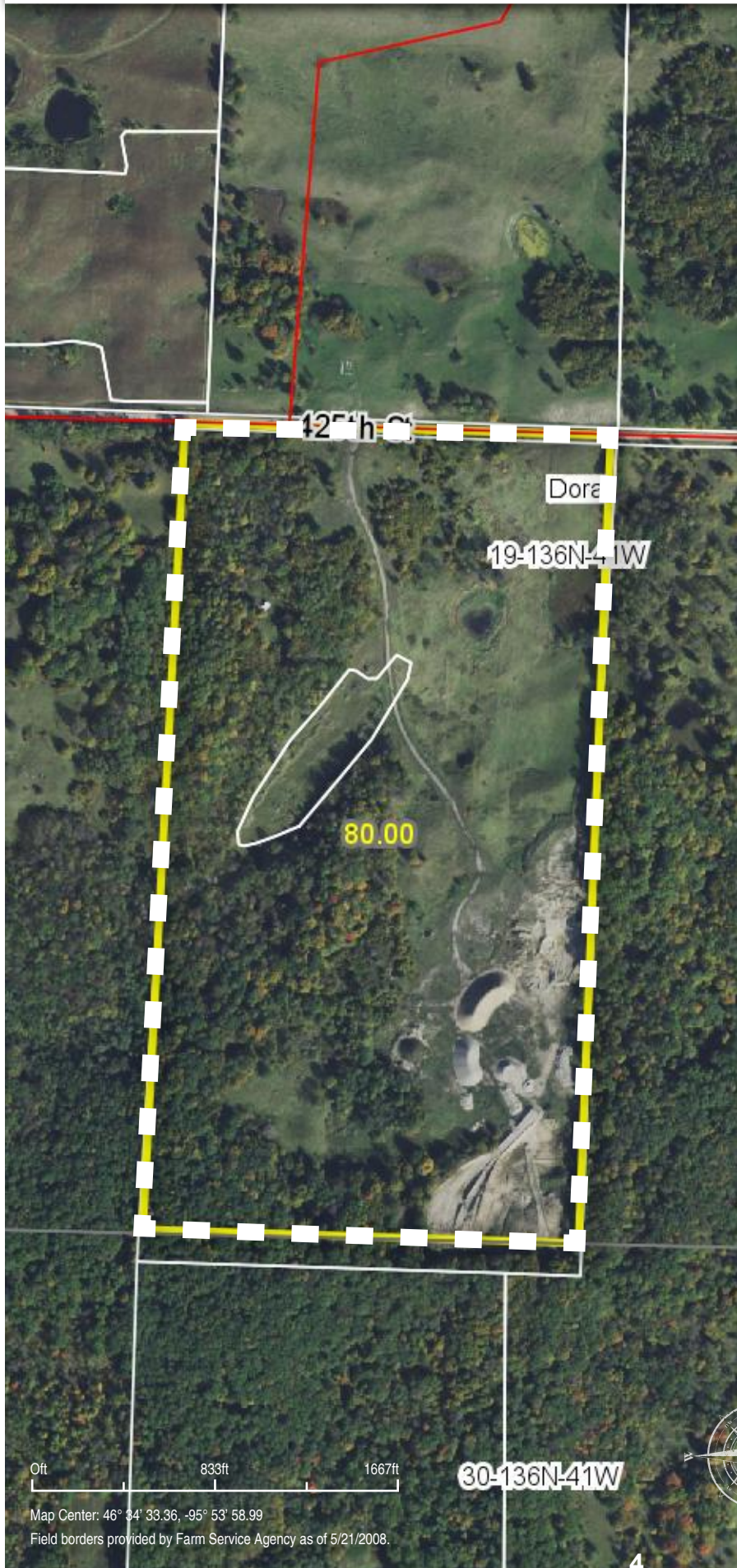
Otter Tail County Gravel Pit

(Closes at 11AM) - Dora TWP
Located east of Pelican Rapids, MN.
From the Jct. of Hwy. 59 & Co. Hwy. 4
north of Pelican Rapids go east 7 miles
on Co. Hwy. 4, south 2 miles on 275th
Ave., east approx. 3/4 miles on 425th St.
Pit located on south side of road.

Otter Tail County, MN Gravel Pit

Lines approximate

• Legal Description: E 1/2 SW 1/4 Section 19-136-41 • Deeded Acres: 80+/- • 2017 Taxes: \$1,466



0ft 833ft 1667ft

30-136N-41W



Map Center: 46° 34' 33.36, -95° 53' 58.99
Field borders provided by Farm Service Agency as of 5/21/2008.

OTTER TAIL COUNTY, MN
Wayne Stein, Auditor-Treasurer

570 Fir Avenue West
 Fergus Falls, MN 56537-1364
 218-998-8295
 www.co.otter-tail.mn.us

PROPERTY ID#: R 16000190112000

ID#: 165381
 Bill#: 9894

Taxpayer:

BOE PROPERTIES I LLC

Tax Desc:

Sect-19 Twp-136 Range-041

E1/2 SW1/4

2017 Property Tax Statement

VALUES AND CLASSIFICATION

Step	Taxes Payable Year Classification	2016 AG NHSTD RVL NHSTD INDUSTR	2017 RVL NHSTD INDUSTR
1	Estimated Market Value	140,800	136,700
	Improvements Excluded		
	Homestead Exclusion		
	Taxable Market Value	140,800	136,700
<i>Sent in March 2016</i>			
2	Proposed Tax		1,470.00
	<i>Sent in November 2016</i>		
3	PROPERTY TAX STATEMENT		
	First-half Taxes		733.00
	Second-half Taxes		733.00
		Total Taxes due in 2017	1,466.00



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:	2016	2017
1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. <input type="checkbox"/>		
2. Use this amount for the special property tax refund on schedule 1 of Form M1PR		
Property Tax and Credits		
3. Property taxes before credits	1,224.00	1,466.00
4. A. Agricultural market value credits to reduce your property tax		
B. Other credits to reduce your property tax		
5. Property taxes after credits	1,224.00	1,466.00
Property Tax by Jurisdiction		
6. Otter Tail County	607.93	635.25
7. City or Town DORA TOWNSHIP	231.15	236.21
8. State General Tax 0548	43.78	206.11
9. School District 0548	121.77	118.47
	A. Voter Approved Levies	134.50
	B. Other Local Levies	179.74
10. Special Taxing Districts OTTER TAIL COUNTY HRA	8.97	10.22
PERHAM HOSPITAL DIST	75.90	80.00
11. Non-school voter approved referenda levies		
12. Total property tax before special assessments	1,224.00	1,466.00
Special Assessments on Your Property		
13. Special assessments Principal: Interest:		
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	1,224.00	1,466.00



PLEASE NOTE: Per a previous deed reservation, all hunting and trapping rights are excluded from the sale of this land.

WARRANTY DEED

Individual(s) to Business Entity

DEED TAX DUE: \$726.00

DATE: Apr 15th, 2014

FOR VALUABLE CONSIDERATION, Steven O'Brien, a single man ("Grantor"), hereby conveys and warrants to Boe Properties I, L.L.C., a limited liability company under the laws of Minnesota ("Grantee"), real property in Otter Tail County, Minnesota, legally described as follows:

See attached Exhibit A for legal description.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Hunting and Trapping Rights. Grantor reserves to himself, his heirs and assigns, for perpetuity, all hunting and trapping rights regarding the premises sold hereunder together with access to the property for the exercise of said rights.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

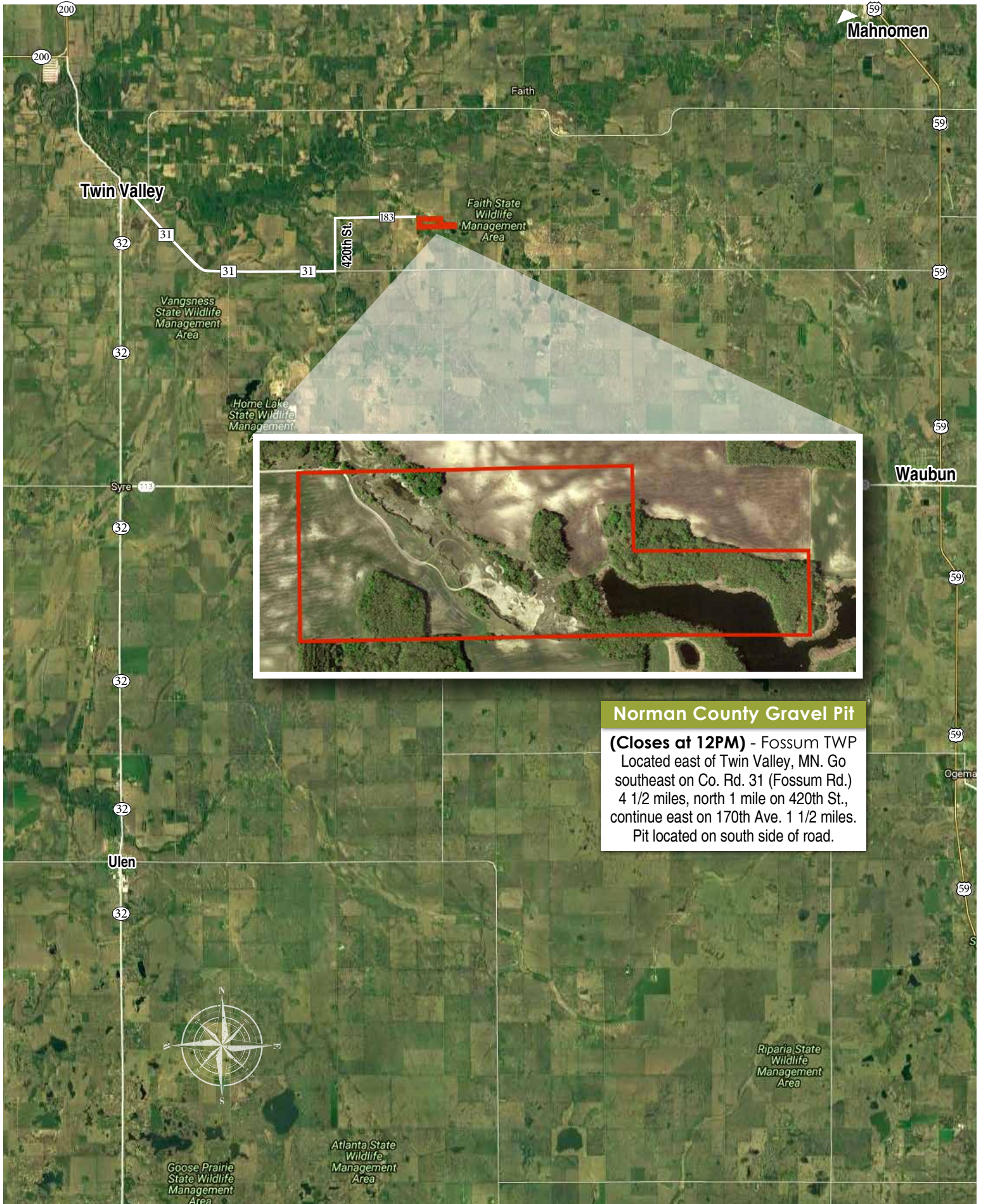
Steven O'Brien
Steven O'Brien

COMMISSIONER OF REVENUE
STATE OF MINNESOTA
PROPERTY TAX
AMOUNT \$ 726.00
PROPERTY ID 393743
DATE 4-25-14



Norman County, MN Gravel Pit

Lines approximate



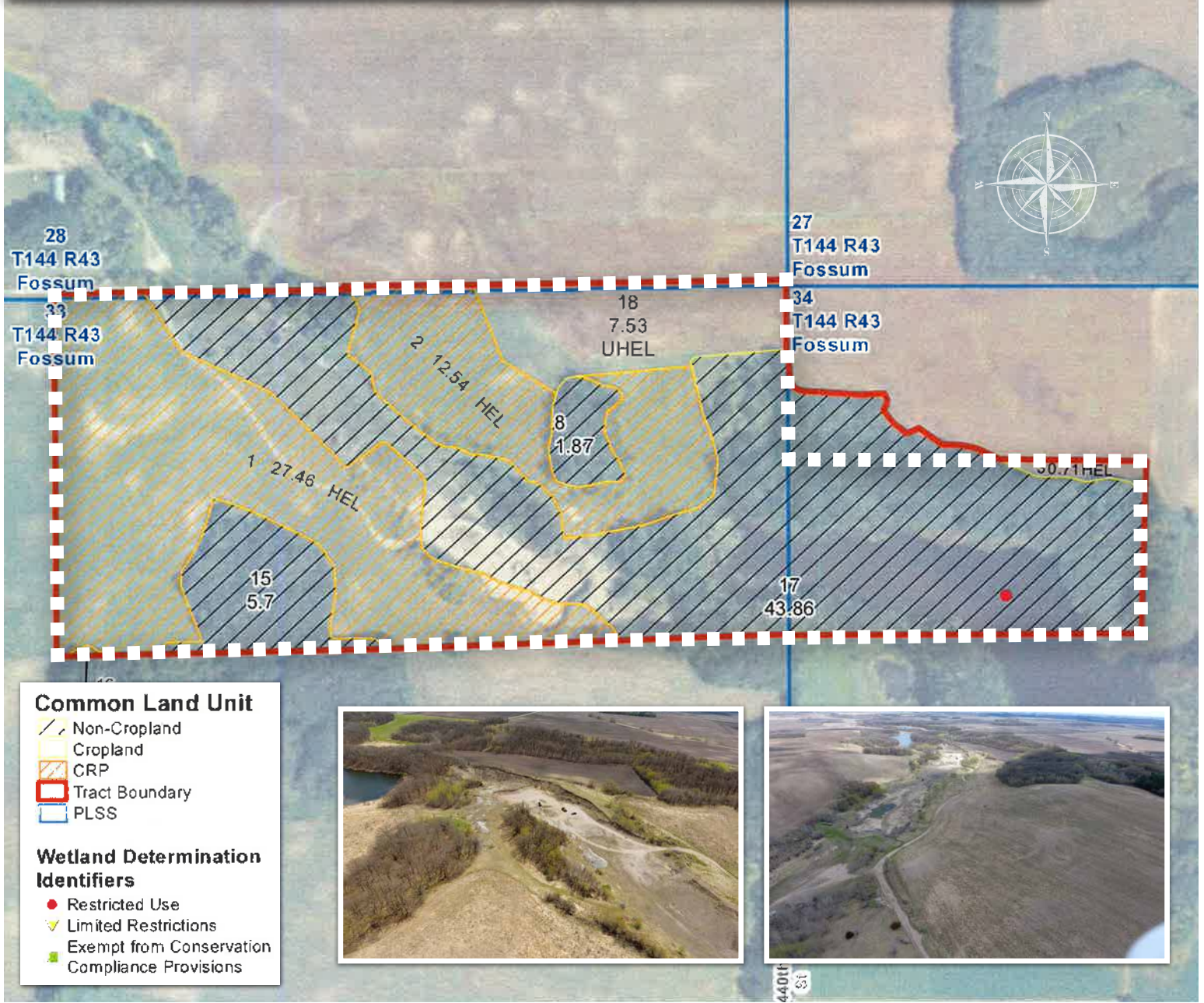
Norman County Gravel Pit
(Closes at 12PM) - Fossum TWP
Located east of Twin Valley, MN. Go southeast on Co. Rd. 31 (Fossum Rd.) 4 1/2 miles, north 1 mile on 420th St., continue east on 170th Ave. 1 1/2 miles. Pit located on south side of road.

Norman County, MN Gravel Pit

Lines approximate



- **Legal Description:** N ½ NE ¼ Section 33 & S ½ NW ¼ NW ¼ Section 34-144-43 • **Deeded Acres:** 100+/- • **CRP Acres:** 40+/-
- **Tillable Acres:** 8+/- • **Farm Lease Rental Income:** \$2,470 • **2017 Taxes:** \$1,198



Common Land Unit

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

Wetland Determination Identifiers

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



USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the 2015 NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

DONNA J. HANSON
NORMAN COUNTY AUD./TREAS.
 P.O. BOX 266
 ADA, MINNESOTA 56510
 218-784-5471
 www.co.norman.mn.us

2017

PROPERTY TAX STATEMENT

PRCL# 04-2255000 RCPT# 1105
 TC 833 833

FOSSUM TWP

Property ID Number: 04-2255000
Property Description: SECT-33 TWP-144 RANG-43
 AC 40.00 NE1/4NE1/4

MINN-DAK ASPHALT INC

3374-T

ACRES 40.00

		Values and Classification		
		Taxes Payable Year	2016	2017
Step 1	Estimated Market Value:	73.000	73.000	
	Homestead Exclusion:			
	Taxable Market Value:	73.000	73.000	
	New Improve/Expired Excls:			
		Propertv Class:	AGRI NON-HSTD	AGRI NON-HSTD
			COMM NON-HST	COMM NON-HST
Sent in March 2016				
Step 2		Proposed Tax		
		* Does Not Include Special Assessments		724.00
Sent in November 2016				
Step 3		Property Tax Statement		
		First half Taxes:		357.00
		Second half Taxes:		357.00
		Total Taxes Due in 2017		714.00

\$\$\$ 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:	2016	2017
1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund00
File by August 15th. IF BOX IS CHECKED, YOU OWE DELINQUENT TAXES AND ARE NOT ELIGIBLE	<input checked="" type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund00	
Property Tax and Credits		
3. Property taxes before credits	706.00	714.00
4. A. Agricultural market value credits to reduce your property tax00	.00
B. Other credits to reduce your property tax00	.00
5. Property taxes after credits	706.00	714.00
Property Tax by Jurisdiction		
6. County	301.07	332.22
7. City or Town	60.55	57.77
8. State General Tax	150.30	141.53
9. School District: 2215		
A. Voter approved levies	82.77	73.39
B. Other local levies	62.41	62.44
10. Special Taxing Districts:		
A. RDC (NORTHWEST)	1.84	1.77
B. WILD RICE	47.06	44.88
C.		
D.		
11. Non-school voter approved referenda levies00
12. Total property tax before special assessments	706.00	714.00
Special Assessments on Your Property		
13. A.		
B.		
C.		
D.		
E.		
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	706.00	714.00



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 www.co.norman.mn.us

2017

PROPERTY TAX STATEMENT

PRCL# 04-2256000 RCPT# 1106
 TC 682 682

FOSSUM TWP

Property ID Number: 04-2256000
Property Description: SECT-33 TWP-144 RANG-43
 AC 40.00 NW1/4NE1/4

MINN-DAK ASPHALT INC

3374-T

ACRES 40.00

		Values and Classification		
		Taxes Payable Year	2016	2017
Step 1	Estimated Market Value:	68.200	68.200	
	Homestead Exclusion:			
1	Taxable Market Value:	68.200	68.200	
	New Improve/Expired Excls:			
Property Class:		AGRI NON-HSTD	AGRI NON-HSTD	RUVN NON-HSTD
Sent in March 2016				
Step 2	Proposed Tax			402.00
* Does Not Include Special Assessments				
Sent in November 2016				
Step 3	Property Tax Statement			
First half Taxes:				198.00
Second half Taxes:				198.00
Total Taxes Due in 2017				396.00

\$\$\$ REFUNDS?

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Taxes Payable Year:	2016	2017
1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund		.00
File by August 15th. IF BOX IS CHECKED, YOU OWE DELINQUENT TAXES AND ARE NOT ELIGIBLE	<input checked="" type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund	.00	
Property Tax and Credits		
3. Property taxes before credits	374.00	396.00
4. A. Agricultural market value credits to reduce your property tax	.00	.00
B. Other credits to reduce your property tax	.00	.00
5. Property taxes after credits	374.00	396.00
Property Tax by Jurisdiction		
6. County	245.73	271.46
7. City or Town	49.57	47.30
8. State General Tax	.00	.00
9. School District: 2215		
A. Voter approved levies	.00	.00
B. Other local levies	38.66	39.06
10. Special Taxing Districts:		
A. RDC (NORTHWEST)	1.51	1.44
B. WILD RICE	38.53	36.74
C.		
D.		
11. Non-school voter approved referenda levies		.00
12. Total property tax before special assessments	374.00	396.00
Special Assessments on Your Property		
13. A.		
B.		
C.		
D.		
E.		
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	374.00	396.00



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2017

PROPERTY TAX STATEMENT

PRCL# 04-2262001 RCPT# 1114
 TC 151 151

FOSSUM TWP

Property ID Number: 04-2262001
 Property Description: SECT-34 TWP-144 RANG-43
 AC. 20.00 S2NW4NW4

MINN-DAK ASPHALT INC

3374-T

ACRES 20.00

		Values and Classification		
		Taxes Payable Year	2016	2017
Step 1	Estimated Market Value:	15.100	15.100	
	Homestead Exclusion:			
1	Taxable Market Value:	15.100	15.100	
	New Improve/Expired Excls:			
Property Class:		RUVCL NON-HSTI RUVCL NON-HSTI		
Sent in March 2016				
Step 2	Proposed Tax			90.00
* Does Not Include Special Assessments				
Sent in November 2016				
Step 3	Property Tax Statement			
First half Taxes:				88.00
Second half Taxes:				.00
Total Taxes Due in 2017				88.00

\$\$\$ 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:	2016	2017
1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund		.00
File by August 15th. IF BOX IS CHECKED, YOU OWE DELINQUENT TAXES AND ARE NOT ELIGIBLE	<input checked="" type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund	.00	
Property Tax and Credits		
3. Property taxes before credits	82.00	88.00
4. A. Agricultural market value credits to reduce your property tax	.00	.00
B. Other credits to reduce your property tax	.00	.00
5. Property taxes after credits	82.00	88.00
Property Tax by Jurisdiction		
6. County	53.60	60.43
7. City or Town	10.98	10.47
8. State General Tax	.00	.00
9. School District: 2215		
A. Voter approved levies	.00	.00
B. Other local levies	8.56	8.65
10. Special Taxing Districts:		
A. RDC (NORTHWEST)	.33	.32
B. WILD RICE	8.53	8.13
C.		
D.		
11. Non-school voter approved referenda levies		.00
12. Total property tax before special assessments	82.00	88.00
Special Assessments on Your Property		
13. A.		
B.		
C.		
D.		
E.		
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	82.00	88.00



FARM: 8389

Minnesota
Norman
Report ID: FSA-156EZ

U.S. Department of Agriculture
Farm Service Agency
Abbreviated 156 Farm Record

Prepared: 5/4/17 10:51 AM
Crop Year: 2017
Page: 1 of 1

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name	Farm Identifier	Recon Number
	11DIV6328=8389+8390	2011 27107 10

Farms Associated with Operator:
9302, 9304, 9305, 9306, 9307, 9308, 9309, 9364

CRP Contract Number(s): 11009

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
395.45	320.38	320.38	0.0	0.0	80.01	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod			
0.0	0.0	240.37	0.0	0.0	0.0			

Tract Number: 6626 **Description:**
BIA Range Unit Number:
HEL Status: HEL: conservation system is being actively applied
Wetland Status: Tract contains a wetland or farmed wetland
WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
			0.0	0.0		0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod	
0.0	0.0		0.0	0.0	0.0	

Owners:
Other Producers: None

Tract Number: 6627 **Description:** N2NE4-33,S2NW4NW4-34 FO
BIA Range Unit Number:
HEL Status: HEL: conservation system is being actively applied
Wetland Status: Tract contains a wetland or farmed wetland
WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
99.73	48.24	48.24	0.0	0.0	40.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod	
0.0	0.0	8.24	0.0	0.0	0.0	

Owners: MINN-DAK ASPHALT
Other Producers: None

FARM LEASE AGREEMENT: The successful bidder will receive the 2017 rent payment of \$2,470 due on November 1st of each year of the lease. This lease expires on December 31st, 2026. A copy of this lease is available upon request.

This form is available electronically.

CRP-1 (07-23-10) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT <small>NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</small>	1. ST. & CO. CODE & ADMIN. LOCATION 27107	2. SIGN-UP NUMBER 47
	3. CONTRACT NUMBER 11009 <i>HH</i>	4. ACRES FOR ENROLLMENT 40.00
7. COUNTY OFFICE ADDRESS (Include Zip Code): NORMAN COUNTY FARM SERVICE AGENCY 10 E 2ND AVE S ADA, MN 56510-1624	5. FARM NUMBER 0008389	6. TRACT NUMBER(S) 0006627
TELEPHONE NUMBER (Include Area Code): (218)784-3061 x2	8. OFFER (Select one) GENERAL <input type="checkbox"/> ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/>	9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 6/1/2015 TO: (MM-DD-YYYY) 9/30/2026 2025

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection.

The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1, CRP-1 Appendix and any addendum thereto, CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre	\$ 103.64	11. Identification of CRP Land (See Page 2 for additional space)				
B. Annual Contract Payment	\$4146	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
C. First Year Payment		0006627	0001	CP38E	27.46	\$0.00
(Item 10C applicable only to continuous signup when the first year payment is prorated.)		0006627	0002	CP38E	12.54	\$0.00

12. PARTICIPANTS		
A. PARTICIPANT'S NAME AND ADDRESS (Zip Code): JOHN D. HARBANK	(2) SHARE 100.00%	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE <i>John Harbank</i> DATE (MM-DD-YYYY) 05/13/15 <small>(If more than three individuals are signing, continue on attachment.)</small>
B. PARTICIPANT'S NAME AND ADDRESS (Zip Code): MINN-DAK ASPHALT 423 ZEH ST W THIEF RIVER FALLS, MN 56701-2847	(2) SHARE 0.00%	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE <i>Minn-Dak Asphalt</i> DATE (MM-DD-YYYY) 5/18/15 <small>(If more than three individuals are signing, continue on attachment.)</small>
C. PARTICIPANT'S NAME AND ADDRESS (Zip Code): N/A	(2) SHARE %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE <small>(If more than three individuals are signing, continue on attachment.)</small>

13. CCC USE ONLY - Payments according to the shares are approved.	A. SIGNATURE OF CCC REPRESENTATIVE <i>Handwritten Signature</i>	B. DATE (MM-DD-YYYY) 5/28/15
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NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue code (26 USC 8109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law Enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 45 USC 714m; and 31 USC 3729, may be applicable to the information provided.

RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (No all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to (USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6392 (TDD). USDA is an equal opportunity provider and employer.

Original - County Office Copy
 Owner's Copy
 Operator's Copy

EARNEST MONEY RECEIPT & PURCHASE AGREEMENT

SteffesGroup.com



EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT

Date: _____

Received of _____

Whose address is _____

SS # _____ Phone # _____ the sum of _____ in the form of _____ as earnest money 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 receipted for _____ \$ _____
Balance to be paid as follows: _____ In Cash at Closing _____ \$ _____

- Said deposit to be placed in the Steffes Group, Inc. Trust Account until closing, BUYERS 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 deposit is reasonable; that the parties have endeavored to fix a deposit approximating SELLER'S damages upon BUYERS 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.
- Prior to closing SELLER at SELLER'S expense shall furnish BUYER an abstract updated to a current date showing 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.
- 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.
- 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.
- Minnesota 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 state taxes and installments and special assessments due and payable in _____ SELLER warrants taxes for _____ are _____ Homestead, _____ Non-Homestead. SELLER agrees to pay the Minnesota State Deed Tax.
- North Dakota Taxes: _____
- The property is to be conveyed by _____ deed, free and clear of all encumbrances except special assessments, existing tenancies, easements, reservations and restrictions of record.
- Closing of the sale is to be on or before _____ Possession will be at closing.
- 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.
- 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 Buyer's Prospectus or any announcements made at auction.
- 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.
- Any other conditions: _____
- Steffes Group, Inc. stipulates they represent the SELLER in this transaction.

Buyer: _____

Seller: _____

Steffes Group, Inc.

Seller's Printed Name & Address:



Gravel Pits Auction

Otter Tail County & Norman County, MN

Timed Online Auction ²⁰¹⁷
Thursday, June 8, 8AM-11AM & 12PM

2

Gravel Pit Auctions



Otter Tail Co., MN



Norman Co., MN



Otter Tail Co., MN
Gravel Pit
SteffesGroup.com



Norman Co., MN
Gravel Pit
SteffesGroup.com



Otter Tail Co., MN



Norman Co., MN



Otter Tail Co., MN

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