# Land Auction BUYER'S PROSPECTUS

# Kanabec County

MINNESOTA

Southfork Township

OPENS: Monday, September 16

CLOSES: Tuesday, September 24 | 3PM 8



Steffes Group, Inc. | 24400 MN Hwy 22 South, Litchfield, MN | Steffes Group.com

Steffes Group, 320.693.9371, Eric Gabrielson 701.238.2570 or Shelly Weinzetl 763.300.5055 or online at SteffesGroup.com



Terms & Conditions Kanabec, MN

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 at Monday, September 16, and will end at 3PM Tuesday, September 24, 2019.

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, 24400 MN Hwy 22 S, Litchfield, MN 55355
- If the winning bidder is unable to come to the Steffes office for signing of the contract, (320-693-9371)
   Arrangements will be made to 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.
- 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 at closing on or before Thursday, October 24, 2019.
- Closing will take place at a professional closing company

agreeable to both buyer and seller.

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

- 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.
- 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.

Bidding Process Kanabec County, MN

# **Timed Online Bidding Process**

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. **All bidding will be on a per tract basis.**We will not have "per acre" bidding.

# #1 Cavalier County, ND Land Auction - 153.24± Acres Description: NW ¼ Section 5-163-57 Deeded Acres: 153.24+/Cropland Acres: 124+/Wooded Acres: 26+/Soil Productivity Index: 75 Taxes (\*15): \$978.47

# 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 his or her highest and best bid. PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!

LAND LOCATED From Ogilvie, MN 1.7 miles south on Cty Rd 10, 1.7 miles west on 150th Ave. which turns into Hwy 10 (Delta St.). Land located on corner of Hwy 51 (140th St.) & Hwy 10 (Delta St.)





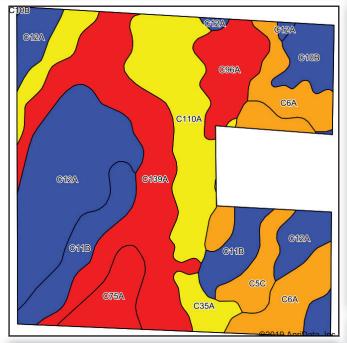
# Soil Maps & Property Information

# Kanabec County, MN

# Kanabec County - 144.25± Acres

Tillable farm ground with easy access off of Highway 10 (Delta St.) and Highway 51 (140th St.) Southfork Township PID #:14.00700.10 (That part of, new Legal & PID # to be assigned) Description: Sect-16 Twp-038 Range-025 2019 Taxes: \$2,854 (For entire 156.97 acres of land and buildings. New tax base to be determined for land only.)









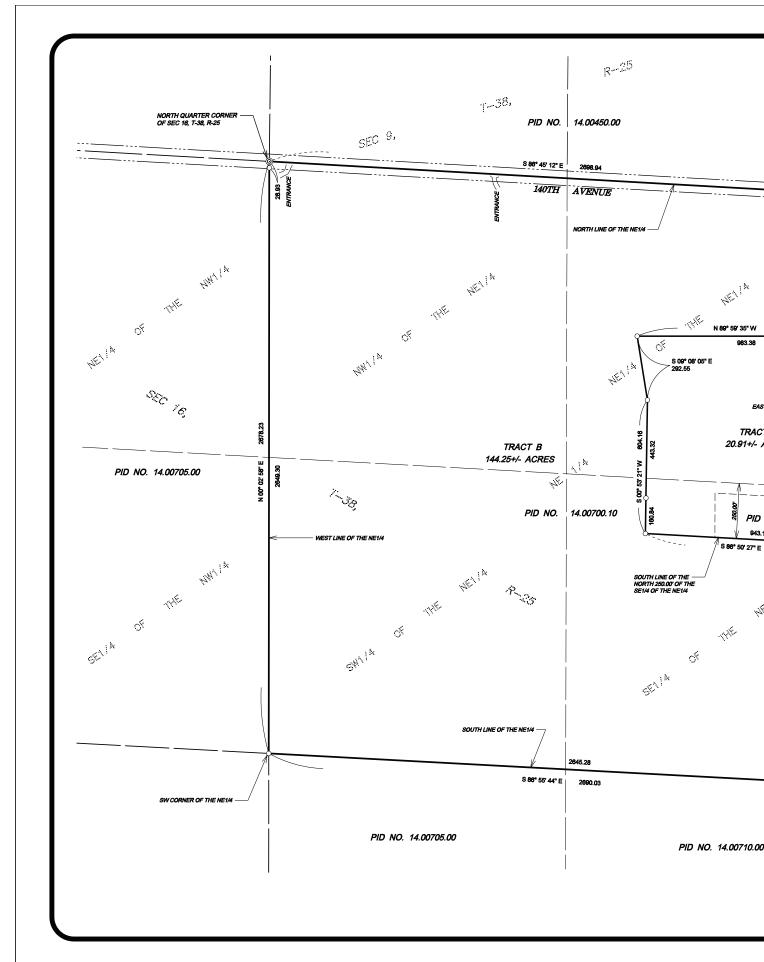


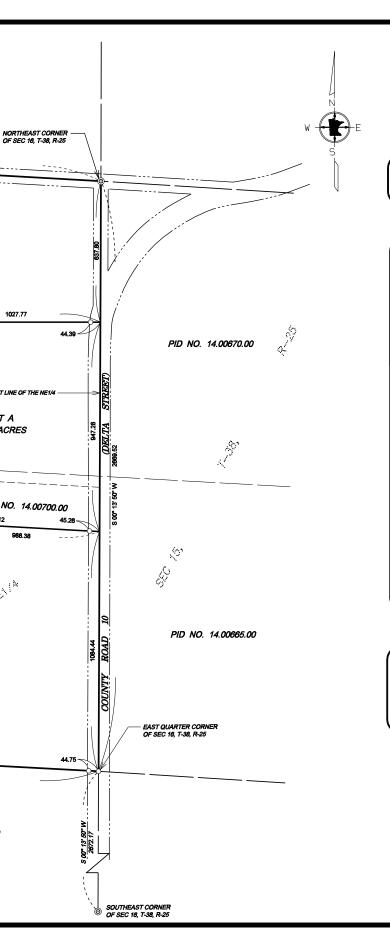
| Area Symbol: MN065, Soil Area Version: 12 |  |       |                  |                  |                  |                    |
|---|--|-------|------------------|------------------|------------------|--------------------|
| Code                                      | Soil Description   | Acres | Percent of field | 1                | Non-Irr Class *c | Productivity Index |
|   |  |       |                  | Legend           |                  |                    |
| C12A                                      | Brennyville, wet-Cebana complex, 0 to 4 percent slopes, stony                    | 33.13 | 22.8%            |                  | IIIw             | 85                 |
| C139A                                     | Minocqua silt loam, depressional, thick solum, 0 to 1 percent slopes             | 30.33 | 20.9%            |                  | VIw              | 20                 |
| C110A                                     | Annriver silt loam, 0 to 2 percent slopes  | 23.42 | 16.2%            |                  | IVw              | 61                 |
| C6A                                       | Cebana silt loam, 0 to 2 percent slopes, stony                                   | 13.20 | 9.1%             |                  | IVw              | 72                 |
| C11B                                      | Mora-Brennyville, wet, complex, 1 to 6 percent slopes, stony                     | 12.90 | 8.9%             |                  | IIIs             | 82                 |
| C5C                                       | Milaca fine sandy loam, 8 to 15 percent slopes, stony                            | 8.87  | 6.1%             |                  | Ille             | 72                 |
| C96A                                      | Cathro, Twig, and Giese, stony, soils, depressional, 0 to 1 percent slopes       | 8.51  | 5.9%             |                  | VIw              | 5                  |
| C75A                                      | Seelyeville and Cathro, Milaca catena soils, depressional, 0 to 1 percent slopes | 6.08  | 4.2%             |                  | VIIw             | 5                  |
| C10B                                      | Brennyville complex, 1 to 6 percent slopes, stony                                | 5.08  | 3.5%             |                  | IIIs             | 85                 |
| C35A                                      | Ossmer-Billyboy complex, 0 to 3 percent slopes                                   | 3.48  | 2.4%             |                  | IIIs             | 62                 |
| Weighted Average                          |  |       |                  | Jeighted Average | 56.7             |                    |

# Soil Maps & Property Information











**Surveying** 

## CLIENT NAME:

**Steffes Auction** 

## **PROJECT ADDRESS**

1375 Delta Street Ogilvie, MN

DATE OF FIELD WORK: August 22, 2019 DATE OF MAP: August 23, 2019 REVISION: DATE

JOB NO:\_\_19178\_\_\_ DRAFTED BY:\_PMH\_ CHECKED BY: DSH

HORIZONTAL DATUM: NAD83 2011 Adj.

VERTICAL DATUM:

# Surveyed Description

### PROPOSED LEGAL DESCRIPTION FOR TRACT A

That part of the Northeast Quarter of the Northeast Quarter (NEL/4) of the NEL/4) and that part of the Southeast Quarter of the Northeast Quarter (SEL/4 of the NEL/4), both in Section 16, Township 38 North, Range 25 Wast, Kanahee County, Minnesota, described as follows: Commencing at the Northeast corner of said Section 16, thence on an assumed bearing of South Of degrees 12 minutes 50 seconds West along the east line of the Northeast Quarter (NEL/4) of said Section 16 for 68780 feet to the point of beginning of the tract of land herein described, thence North 89 degrees 59 minutes 55 seconds West for 1907.77 feet; thence South 69 degrees 50 minutes 58 seconds West for 904.16 feet to its interescion with the south line of the North 250.00 feet of said SEL/4 of the NEL/4 thence South 69 degrees 50 minutes 22 seconds Reat along last said line for 988.38 feet to its interescion with the other 1907.00 feet of said SEL/4 thence South 69 degrees 13 minutes 27 seconds Reat along last said line for 988.38 feet to its interescion with the said line of said NEL/4 thence North 60 degrees 13 minutes 50 seconds East along last said line for 947.28 feet to the point of beginning and there terminating.

PROPOSED LEGAL DESCRIPTION FOR TRACT B

east Quarter (NE1/4) of Section 16, Township 38 North, Range 25 West, Kanabec County, Min

EXCEPT
That part of the Northeast Quarter of the Northeast Quarter (NEL/4 of the NEL/4) and that part of the Southeast Quarter of the Northeast Quarter (SEL/4 of the NEL/4), both in Section 16, Township 38 North, Range 25 West, Kanabec County, Minnesota, described as follows: Commencing at the Northeast curner of said Section 16; thereo on an assumed bearing of South 00 degrees 18 minutes 50 seconds West slong the east line of the Northeast Quarter (NEL/4) of said Section 18 for 637.80 feet to the point of beginning of the tract of land herein described; thesees North-98 degrees 59 minutes 50 seconds West for 1927.77 feet; thenees South 00 degrees 58 minutes 51 seconds West for 004.16 feet to its interescition with the south line of the North 250.00 feet of said SEL/4 of the NEL/4; thenee South 68 degrees 50 minutes 27 seconds East along last said line for 968.38 feet to its intersection with the east line of said NEL/4; thenees North 00 degrees 13 minutes 21 minutes 50 seconds East along last said line for 947.28 feet to the point of beginning and there terminating.

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 Registration No.43808 - In the State of Minnesota

# Surveyor's Notes

- Northstar Surveying prepared this survey without the benefit of a current abstract or title work. The property own is based on a legal description provided by you the client or a general request at the appropriate County corder's office. We reserve the right to revise the survey upon receipt of a current title commitment or title
- Northstar Surveying was not contacted to locate the size, location, or existence of any/all easements, right-of-way lines, sethack lines, agreements or other similar matters.
- : Subsurface buildings, improvements and/or Environmental issues may exist on site that we ware of and therefore were not examined or considered during the process of this survey.

# **LEGEND**

- O Set 1/2 Inch by 14 Inch Iron Pipe with Plastic Cap Inscribed with License No. 43808
- Found Monumentation
- ⊗ Set PK Nall

GRAPHIC SCALE ( IN FEET )

FARM: 4012

Minnesota U.S. Department of Agriculture Prepared: 8/2/19 12:07 PM

Kanabec Farm Service Agency Crop Year: 2019

Report ID: FSA-156EZ Abbreviated 156 Farm Record Page: 1 of 2

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.

Tract Number: 2093

Description B16 NE4 S16/SOUTHFORK

FSA Physical Location: Kanabec, MN

ANSI Physical Location: Kanabec, MN

**BIA Range Unit Number:** 

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

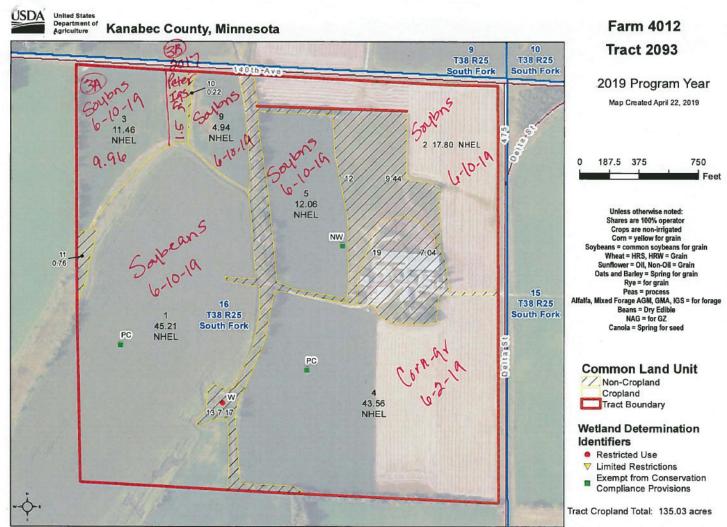
Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

| Farmland              | Cropland              | Cropland               | WBP               | WRP/EWP | CRP<br>Cropland | GRP |
|-----------------------|-----------------------|------------------------|-------------------|---------|-----------------|-----|
| 159.66                | 135.03                | 135.03                 | 0.0               | 0.0     | 0.0             | 0.0 |
| State<br>Conservation | Other<br>Conservation | Effective DCP Cropland | Double<br>Cropped | MPL/FWP | Native<br>Sod   |     |
| 0.0                   | 0.0                   | 135.03                 | 0.0               | 0.0     | 0.0             |     |
|                       |                       |                        |                   |         |                 |     |

| Crop     | Base<br>Acreage | CTAP Tran<br>Yield | PLC<br>Yield | CCC-505<br>CRP Reduction |
|----------|-----------------|--------------------|--------------|--------------------------|
| OATS     | 3.7             |                    | 54           | 0.0                      |
| CORN     | 75.4            |                    | 113          | 0.0                      |
| SOYBEANS | 4.8             |                    | 35           | 0.0                      |





United States Department of Agriculture (USDA) Farm Service Agency (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 National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data "as is" and assumes all risks associated with its use. USDA-FSA 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 USDA Natural Resources Conservation Service (NRCS). This map displays the 2017 NAIP magery.



DENISE M. SNYDER
KANABEC COUNTY AUDITOR-TREASURER
18 N. VINE ST., STE 261A
MORA, MN 55051-1386
320-679-6430
www.kanabeccounty.org

PROPERTY ID# 14.00700.10

10718
PETER J & STACY L RIPKA
1375 DELTA ST
OGILVIE MN 56358

Sect-16 Twp-038 Range-025 156.97 AC NE1/4, EX S 200' OF N 250'

**2019 Property Tax Statement** VALUES AND CLASSIFICATION Step Taxes Payable Year 2018 2019 AG HMSTD AG HMSTD Classification: GREEN ACRE VALUE EXISTS Estimated Market Value: 451,400 473,700 Homestead Exclusion: Taxable Market Value: 421,400 443,700 New Improvements: Sent in March 2018 PROPOSED TAX Step 2,824.00 Proposed Tax: Sent in November 2018 PROPERTY TAX STATEMENT Step First-half Taxes: 1,427.00 1,427.00 2,854.00 Second-half Taxes: Total Taxes due in 2019:

\$\$\$ 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.

| MEI, I, En B 200 Of M 250   |          |          |
|---|----------|----------|
| Taxes Payable Year:  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.  2. Use this amount for the special property tax refund on schedule 1 of Form M1PR | 2018     | 2019     |
| Property Tax and Credits  |          |          |
| 3. Property taxes before credits  | 2,938.32 | 3,039.67 |
| A. Agricultural and rural land credits     B. Other credits to reduce your property tax   | 134.32   | 185.67   |
| 5. Property taxes after credits   |          |          |
| Property Tax by Jurisdiction  | 2,804.00 | 2,854.00 |
| 6. County   | 2,034.02 | 2,066.20 |
|   | 2,034.02 | 2,000.20 |
| 7. City or Town SOUTHFORK 8. State General Tax  | 218.20   | 219.08   |
| School District 0333     A. Voter Approved Levies   | 171.26   | 231.77   |
| B. Other Local Levies   | 344.41   | 301.49   |
| 10. Special Taxing Districts ECRDC  | 4.59     | 4.70     |
| COUNTY EDA  | 31.52    | 30.76    |
| 11. Non-school voter approved referenda levies  |          |          |
| 12. Total property tax before special assessments   | 2,804.00 | 2,854.00 |
| Special Assessments on Your Property  13. Special assessments   |          |          |
|   |          |          |
| 14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS   | 2,804.00 | 2,854.00 |





Photos Kanabec County, MN





| Pnotos | Kanadec County, MN |
|--------|--------------------|
| NOTES: |                    |
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# **EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT**

|   |  |   | DATE:   |
|---|--|---|---|
| Pagaivad of   |  |   |   |
| Received of   |  |   |   |
|   |  |   |   |
| SS#   | Phone#   | the sum of  | in the form of  |
| as earnest money deposit a  | nd in part payment of the purchase of real esta  | ate sold by Auction and described as follows:   |   |
|   |  |   |   |
|   |  |   |   |
|   | •  |   | \$  |
|   |  |   | \$  |
| Balance to be paid as follow  | s In cash at closing   |   | ·····s  |
| acknowledges purchase of tl<br>provided herein and therein.<br>damages upon BUYERS brea | he real estate subject to Term s and Condition<br>BUYER acknowledges and agrees that the am<br>ach; that SELLER'S actual dam ages upon BU  | closing, BUYER'S default, or otherwise as agreed in w<br>is of this contract, subject to the Terms and Condition:<br>nount of the deposit is reasonable; that the parties hav<br>YER'S breach may be difficult or impossible to ascert<br>ed damages; and that such forfeiture is a remedy in a | s of the Buyer's Prospectus, and agrees to close as<br>e endeavored to fix a deposit approximating SELLER'S<br>ain; that failure to close as provided in the above  |
| for an owner's policy of title i  | nsurance in the amount of the purchase price   | ish to Buyer either: (i) an abstract of title updated to a c<br>Seller shall provide good and marketable title. Zonin<br>nents and public roads shall not be deemed encum   | , ,   |
| SELLER, then said earnest<br>approved by the SELLER and<br>forth, then the SELLER shall | m oney shallbe refunded and all rights of tl<br>d the SELLER'S title is marketable and the buy<br>be paid the earnest money so held in escrow<br>LLER'S rights to pursue any and all other rem | he BUYER terminated, except that BUYER may waiv<br>yer for any reason fails, neglects, or refuses to comple   | staining a written statement of defects is delivered to<br>we defects and elect to purchase. However, if said sale is<br>stepurchase, and to make payment promptly as above so<br>e the purchase. Payment shall not constitute an election<br>cific performance. Time is of the essence for all |
| 4. Neither the SELLER nor SI  | •  | warranty whatsoever concerning the amount of reales   | tate taxes or special assessments, which shall be   |
| 5. State Taxes: SELLER agro   | ees to pay   | of the real estate taxes and installment of spec  | cialassessments due and payable inBUYER   |
|   |  | of the real estate taxes and installments and s   |   |
|   |  | are Homestead,  | Non-Homestead. SELLER   |
| agrees to pay the State De  | ed Tax.  |   |   |
| 6. Other fees and taxes sh  | all be paid as set forth in the attached Buyer's   | Prospectus, except as follows:  |   |
| 7. The property is to be conv<br>tenancies, easements, reso                             | veyed byervations of record.   | deed, free and clear of all encum branc   | es except in special assessments, existing  |
| 8. Closing of the sale is to be   | e on orbefore  |   | . Possession will be at closing.  |
| quality, seepage, septic and s  | sewer operation and condition, radon gas, asle of the property. Buyer's inspection shall   | esponsible for inspection of the property prior to purc<br>bestos, presence of lead based paint, and any and all<br>I be performed at Buyer's sole cost and expense.  | structural or environmental conditions that may   |
| representations, agreement  | s, or understanding not set forth herein, wl   | 's Prospectus, contain the entire agreement and nei<br>hether made by agent or party hereto. This contrac<br>pectus oranyannouncements madeat auction.  | ther party has relied upon any oral or written<br>it shall control with respect to any provisions that  |
|   |  | s of record, existing tenancies, public roads and matte<br>INERAL RIGHTS, TOTAL ACREAGE, TILLABLE ACR   |   |
| 12. Any otherconditions:  |  |   |   |
| 13. Steffes Group, Inc. stip  | pulates they represent the SELLER in this  | transaction.  |   |
| Buyer:  |  | Seller:   |   |
|   |  |   |   |
| Steffes Group, Inc.   |  | Seller's Printed Name & Add   | Iress:  |
| SteffesGroup.   | com  |   |   |
| sieries Group.  | COIII  |   |   |

Drafted By: Saul Ewing Arnstein & Lehr LLP

# Land Auction BUYER'S PROSPECTUS

# **Kanabec County**

MINNESOTA Southfork Township

OPENS: Monday, September 16

CLOSES: Tuesday, September 24 | 3PM 8



2000 Main Avenue East | West Fargo, ND 58078 800.726.8609 TF | 701.237.9173 P | 701.237.0976 F

701.203.8400 P | Grand Forks, ND 58201

24400 MN Hwy 22 South | Litchfield, MN 55355 320.693.9371 P | 320.693.9373 F

308.217.4508 | Lexington, NE 68850

2245 East Bluegrass Road | Mt. Pleasant, IA 52641 319.385.2000 P | 319.385.4709 F

> 1688 Hwy 9 | Larchwood, IA 51241 712.477.2144 P | 712.477.2577 F

515.432.6000 P | Ames, IA 50010