# Land Auction 

BUYER'S PROSPECTUS

## Kandiyohi County

 MIN NESOTA Green Lake Township
## OPENS: MONDAY, NOVEMBER 25 CLOSES: TUESDAY, DECEMBER 3 | 4:30PMä̀

LAND LOCATED: From Kandiyohi, MN, $13 / 4$ miles north on County Road 8 NE . Land on east side of the road.

# $145 \pm$ <br> acres 

## offered in 1 tract

Steffes Group, Inc. | 24400 MN Hwy 22 South, Litchfield, MN | SteffesGroup.com
Steffes Group, 320.693.9371, Eric Gabrielson 701.238 .2570 or
Shelly Weinzetl 763.300.5055 or online at SteffesGroup.com

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, November 25, and will end at 4PM Tuesday, December 3, 2019All 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 Monday, January 6, 2020. 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.
2019 Taxes will be paid by seller. 2020 Taxes will be prorated to close. 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 $\$ 50.00$.
THE PROPERTY WILL BE SOLD AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED.
THE PROPERTY WILL BE SOLD SUBJECT TO SELLER CONFIRMATION
- LAND IS SUBJECT TO A FISH AND WILDLIFE SERVICE EASEMENT
- 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?
3. Estimate comparative value.
4. Experienced buyers always decide what to pay before the bidding begins.
5. Inspect the property carefully.
6. Compare with other properties available in the area.
7. Check the selling price of previously sold properties.
8. Discuss your buying plans with a lender. Have your financing arrangements made in advance.
9. 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.

AUCTIONEER'S NOTE: $145 \pm$ acre mix use property approximately $96 \pm$ acres tillable with excellent soil weighted average. Balance of the land is woods, low ground and ponds. Prime wildlife habitat offering great hunting/ recreational opportunities. Easy access of Highway 8.



| Area Symbol: MN067, Soil Area Version: 17 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Code | Soil Description | Acres | Percent of field | PI Legend | Non-Irr Class *C | Productivity Index |
| L34A | Cosmos silty clay, 0 to 2 percent slopes | 40.76 | 28.2\% |  | Ilw | 81 |
| L166C2 | Newlondon-Strout complex, 6 to 12 percent slopes, moderately eroded | 40.49 | 28.0\% |  | IIIe | 77 |
| L191A | Blue Earth, Houghton, and Klossner soils, ponded, firm substratum, 0 to 1 percent slopes | 25.68 | 17.7\% |  | VIIIw | 5 |
| L185B | Strout-Arkton complex, 2 to 6 percent slopes | 25.62 | 17.7\% |  | Ile | 83 |
| L33B | Kandiyohi clay, 2 to 5 percent slopes | 12.15 | 8.4\% |  | Ile | 90 |
| Weighted Average |  |  |  |  |  | 67.5 |

*c: Using Capabilities Class Dominant Condition Aggregation Method Soils data provided by USDA and NRCS.


MINNESOTA
KANDIYOHI
Form: FSA-156EZ
See Page 2 for non-discriminatory Statements.

FARM : 5211
Prepared: Sep 27, 2019
Crop Year : 2020


Kandiyohi County, Minnesota
Farm 5211
Tract 2190
2019 Program Year
Map Created March 07, 2019

Unless otherwise noted: Shares are $100 \%$ operator Crops are non-irrigated Corn = yellow for grain

## Common Land Unit

## / . Non-Cropland

 CroplandTract Boundary
## Wetland Determination

 Identifiers- Restricted Use
$\nabla$ Limited Restrictions
- Exempt from Conservation

Compliance Provisions
Tract Cropland Total: 100.64 acres




## Tract 2190 Continued ...

| DCP Crop Data |  |  |  |
| :--- | :---: | :---: | :---: |
| Crop Name | Base Acres | CCC-505 CRP Reduction <br> Acres | PLC Yield |
| Wheat | 12.20 | 0.00 | 38 |
| Corn | 69.90 | 0.00 | 116 |
| Soybeans | 15.40 | 0.00 | 30 |
| TOTAL | $\mathbf{9 7 . 5 0}$ | $\mathbf{0 . 0 0}$ |  |

## NOTES

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Schrocder, Herbert C.
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# UWTED STATES DEPARTMENT OF THE MTERKR 

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EXHIBIT "A"
Mip $\qquad$ of $\qquad$

TRACT $\qquad$ (241X)

WATERFOHL PAODUCTIOM AREA $\qquad$ COUNTY, STATE OF $\qquad$ Mimesotz

EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS MEMDED.
T. 122 N., R, 34 W. 5 Sh PRINCIPAL NERIDIAN

Section 34: $S 1 / 2 N 1 / 2 \operatorname{SE} 1 / 4, S 1 / 2$ SE $1 / 4$ execat the Sovith $4 \%$ fect of the Hest 1.398 feet


This map delineates wetlands referred to in the easement conveyance dated
$\qquad$ which the parties of the first part agree to maintain
as waterfow production area. The lands covered by this conveyance include any enlargements of the delineated wetland areas resulting from normal or abnomal increased water.


LEGEND
Boundary of Easement Description
Wetlands covered by provisions of the easement

| Monfunctional drainage facilities wich the |
| :--- |
| landowner agrees MoT to repair or clean out |



United States Department of the Interior U. S. Fish and Wildlife Service<br>Litchfield Wetland Management District<br>22274 615th Avenue<br>Litchfield, Minnesota 55355 (320) 693-2849

February 4, 2015

RE: Parcel Number(s): 18-034-0080
Easement(s) 241X
Kandiyohi County, Minnesota

SRO FAMILY PARTNERSHIP, LLP
4983 167TH AVE SE
KINDRED, ND 58051

To whom it may concern:

In an effort to protect important wetland habitat, the U.S. Fish and Wildlife Service (Service) has acquired easements for waterfowl management purposes from willing sellers in western Minnesota, the Dakotas and parts of Montana. These wetlands are critical to America's waterfowl resource, since more than half of the ducks produced each year are from this four-state area.

Public land records indicate that you are the title holder of one or more parcels that are protected by Service easements.
All Service easements are recorded in their respective county courthouse at the time of purchase. The courthouse record serves as legal notice to you and all subsequent landowners, but as a courtesy, I am sending you this letter and a copy of the easement map for your information. The easement map includes a legal description of the property included in the easement.

Under the terms of the easement, you are not allowed to drain, fill, burn, or level the protected wetlands. If you have any tenants, then it is your responsibility to inform them about the terms of the easement. Your cooperation in this matter is greatly appreciated.

If you have any questions, please contact the Litchfield Wetland Management District office, at the address listed above, or call (320) 693-2849.

Sincerely,


Ashley Look
Federal Wildilife Officer

Enclosure

## MARK THOMPSON KANDIYOHI COUNTY AUDITOR-TREASURER PO BOX 896 <br> WILLMAR, MN 56201-0896 320-231-6202 www.kcmn.us

Property ID Number: 18-034-0080
Property Description: SECT-34 TWP-120 RANG-34 SE1/4 EXC. S 476' OF W 1398' OF SE1/4

SRO FAMILY PARTNERSHIP, LLP 4983 167TH AVE SE KINDRED ND 58051


PRCL\# 18-034-0080
RCPT\# 5227


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.


## Notes:

# EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT 

DATE:

Received of Whoseaddress is

as earnestmoney deposit and in partpayment of the purchase of realestate sold by Auction and described as follows:



 damages upon BUYERS breach; thatSELLER'S actual damages upon BUYER'S breach may be difficult orimpossible 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 aremedy in addition to SELLER'S other remedies.
 for an owner's policy of title insurance in the amount of the purchase price. Sellershall provide good and marketable title. Zoning ordinances, building and use restrictions and reservations in federalpatents and state deeds, existing tenancies, easements and public roads shall not be deemed encumbrances or defects.



 of remedies orprejudice SELLER'S rights to pursue any and allother remedies against BUYER, included, butnot limited to specific performance. Time is of the essence for all covenants and conditions in this entire agreement.
 assessed against the property subsequent to the date of purchase.
5. State Taxes: SELLER agrees to pay of the realestate taxes and installment of specialassessments due and payable in $\qquad$ agrees to pay of the realestate taxes and installments and specialassessments due and
payable in $\qquad$ SELLER warrantstaxes 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. Theproperty is to beconveyedby deed, free and clearofallencumbrances exceptin specialassessments, existing tenancies, easements, reservations and restrictions of record.
8. Closing ofthesale is to beonorbefore . Possession will be atclosing.


 to the property as a result of Buyer's inspections.

 conflict with or are inconsistentwith the attached Buyer's Prospectus oranyannouncementsmadeataction.
 DONOTMAKEANYREPRESENTATIONSORANYWARRANTIESASTOMINERALRIGHTS,TOTALACREAGE, TILLABLEACREAGE OR BOUNDARYLOCATION
12. Any otherconditions:
13. Steffes Group, Inc. stipulates they represent the SELLER in this transaction.

Buyer:
$\qquad$
$\square$

Steffes Group, Inc.

Seller:

# Land Auction <br> BUYER'S PROSPECTUS 

Kandiyohi County

MIN NESOTA
Green Lake Township

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# $145 \pm$ acres 

## offered in 1 tract

# SteffesGroup.com 

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

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


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     apply to all programs). Remedies and complaint filing deadlines vary by program or incident.
    
    
    
    
     programintake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

