

FARIBAULT COUNTY  
MINNESOTA

FRIDAY, MARCH 13 | 10AM 2020

# LAND RENT AUCTION



Built on Trust.



**377<sub>±</sub>**  
**acres**  
*offered in three tracts*

**AUCTIONEER'S NOTE:** Three prime tilled farmland parcels being offered for rent. Bid to rent one, two or all three parcels. Great opportunity to expand your farming operation with a 3-year rental contract. Last year land was planted in corn.

**AUCTION LOCATION:** Hamilton Hall, 209 S. Main St., Blue Earth, MN 56013

Steffes Group, Inc. | 24400 MN Hwy 22 South | Litchfield, MN 55355



Contact Steffes Group at 320.693.9371, Eric Gabrielson 701.238.2570 or Shelly Weinzettl 763.300.5055

Eric Gabrielson MN47-006, Shelly Weinzettl MN47-017, Scott Steffes MN14-51. See page 2 for detailed lease terms.

The Terms and Conditions of Sale are set forth upon this page in this Tenant Prospectus and the Lease Agreement (the “Lease 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 tenants are advised to consult with an attorney of their choice with respect to the lease of any real property including but not limited to, seeking legal advice from their own attorney regarding disclosures and disclaimers set forth below.



**TERMS & CONDITIONS**

- Auction staff will be at the sale site approximately one hour prior to sale time.
- The successful bidder will be required to sign a 3-year Lease Agreement at the close of the auction.
- A total deposit of **10%** of the Bid price will be required. Those funds will be placed in the Steffes Group Auction Trust Account as good faith money.
- Balance of the rental price must be paid in full with cashier’s check. and applied towards first years rent
- **All taxes paid by Land Owner.** Subsequent taxes and or special assessments, if any, to be paid by owner.
- **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 auction sale is for registered bidders and their guests. All bidding is open to the public and the property is offered for lease to tenants without regard to sex, race, color, religion, natural origin, or handicap.
- **THE PROPERTY WILL BE LEASED SUBJECT TO OWNER CONFIRMATION**
- **PROPERTY LEASED 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 Owner, Broker or Auctioneer, their Employees or Agents. The property will be leased **AS IS** and without any warranties or representations, express 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 to either 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.

**CLOSING**

The successful bidder will be required, at the close of the auction, to complete the Lease Agreement. A sample contract is included in this Prospectus. Balance of the purchase price is due in cashier’s check on or before **Wednesday, April 1, 2020 and each consecutive year is due on or before March 1st.**

**SELLER’S PERFORMANCE**

The Owner has agreed to the terms of the lease as published. However, the Broker and Auctioneer make no warranties or guaranties as to the Owner’s performance.

**AGENCY DISCLOSURE**

**Steffes Group, Inc. is representing the Owner.**

**ENVIRONMENTAL DISCLAIMER**

The Owner, 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. Tenant is responsible for inspection of the property prior to leasing 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 wells.

**EASEMENTS AND SURVEY**

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

**BIDDING PROCEDURE**

**As a tenant you have two objectives to accomplish:**

1. Lease the property.
2. Leasing the property at a price you can afford.

**How is this accomplished?**

1. Estimate comparative value
2. Experienced tenants 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 rental price of previously rented properties.
6. Discuss your renting plans with a lender. Have your financing arrangements made in advance.

7. **This auction is not subject to financing.**

**AVOID OVER OR UNDER BIDDING**

- Always bid on a lease agreement 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**

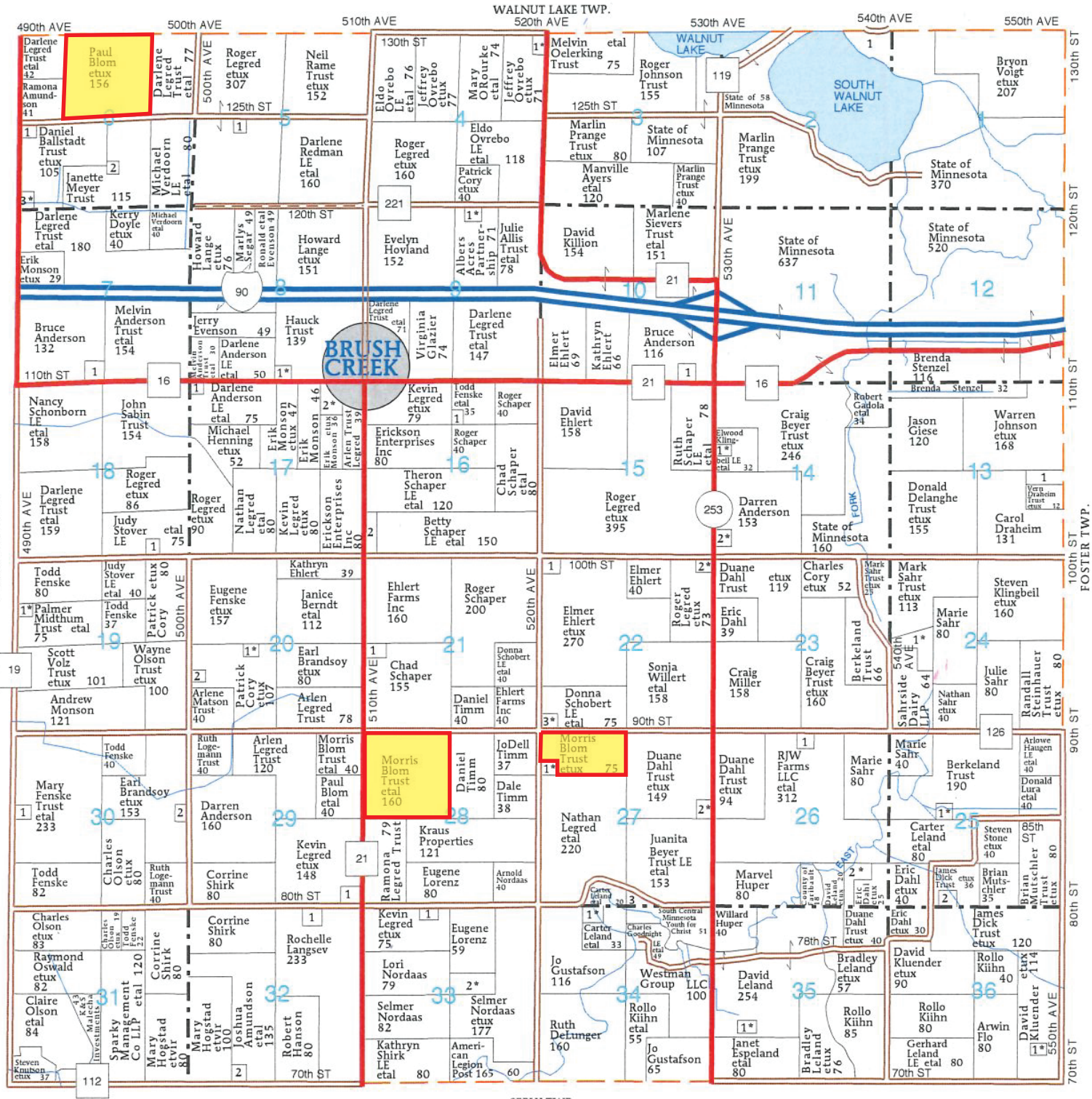
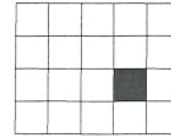
- Research and know the value of the lease.
- Have your financing arranged before the auction.
- Establish your highest and best bid **before** the bidding begins.
- Make your bids promptly to force other bidders up or out without delay.

T-102-N

BRUSH CREEK PLAT

R-25-W

(Landowners)

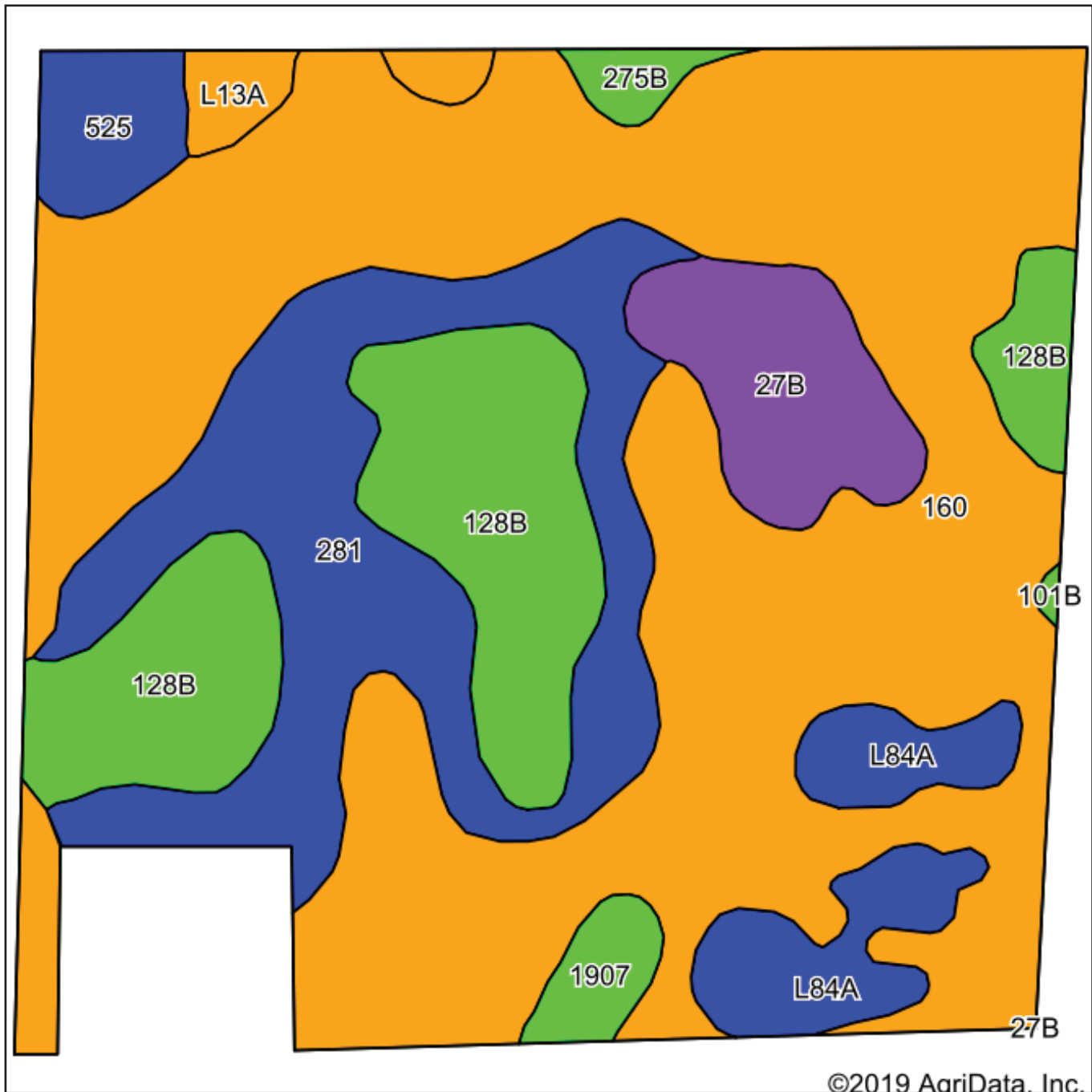


**Tract 1 – 148.82± Tillable Acres**

**Land Location:** From Blue Earth, MN, 8.5 miles east on I-90, 1/2 mile south on MN 254, 2 miles east on 110th St., 1.5 miles north on Cty Rd 19/490th Ave., 1/2 mile east on 125th St. Land is located on the north side of the road.

**Brush Creek Township / PID #:03-006-0800 / Description: Sect-06 Twp-102 Range-025**





Area Symbol: MN043. Soil Area Version: 16							
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index	
160	Fieldon loam, 0 to 2 percent slopes	80.17	53.3%		IIw	74	
281	Darfur loam	24.99	16.6%		IIw	82	
128B	Grogan silt loam, 1 to 6 percent slopes	21.30	14.2%		Ile	96	
27B	Dickinson fine sandy loam, 0 to 6 percent slopes	7.64	5.1%		IIIe	60	
L84A	Glencoe clay loam, 0 to 1 percent slopes	7.44	5.0%		IIIw	86	
525	Muskego soils, 0 to 1 percent slopes	3.36	2.2%		IIIw	81	
L13A	Klossner muck, 0 to 1 percent slopes	2.10	1.4%		IIIw	77	
1907	Lakefield silt loam	2.00	1.3%		I	100	
275B	Ocheyedan loam, 2 to 6 percent slopes	1.16	0.8%		Ile	93	
101B	Truman silt loam, 2 to 6 percent slopes	0.14	0.1%		Ile	99	
<b>Weighted Average</b>						<b>79</b>	

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

**FARM: 7441**

Minnesota

U.S. Department of Agriculture

Prepared: 2/18/20 12:09 PM

Faribault

Farm Service Agency

Crop Year: 2019

Report ID: FSA-156EZ

**Abbreviated 156 Farm Record**

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.

<b>Operator Name</b>	<b>Farm Identifier</b>	<b>Recon Number</b>
BLOM, PAUL B	20259/3703	

**Farms Associated with Operator:**  
2222, 4402, 7440, 8371, 9336

**ARC/PLC G/F Eligibility:** Eligible

**CRP Contract Number(s):** None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
148.82	148.82	148.82	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod			
0.0	0.0	148.82	0.0	0.0	0.0			

ARC/PLC						
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default	
NONE	NONE	NONE	NONE	CORN	NONE	

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	148.8	179	0.0
<b>Total Base Acres:</b>	148.8		

**Tract Number:** 1655      **Description** E2NW4 LESS BLDG SITE;W2NE4(6)BRU  
**FSA Physical Location :** Faribault, MN      **ANSI Physical Location:** Faribault, MN  
**BIA Range Unit Number:**  
**HEL Status:** NHEL: no agricultural commodity planted on undetermined fields  
**Wetland Status:** Tract does not contain a wetland  
**WL Violations:** None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
148.82	148.82	148.82	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod	
0.0	0.0	148.82	0.0	0.0	0.0	

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	148.8	179	0.0
<b>Total Base Acres:</b>	148.8		

**Owners:** BLOM, PAUL B  
**Other Producers:** None



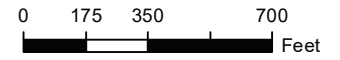
Faribault County, Minnesota

**Farm 7441**

**Tract 1655**

2020 Program Year

Map Created November 12, 2019



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**

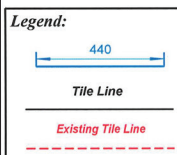
- Cropland
- Tract Boundary

**Wetland Determination Identifiers**

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

Tract Cropland Total: 148.82 acres

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 imagery.



**HODGMAN**  
**DRAINAGE COMPANY INC.**  
 PO Box 205  
 Claremont, MN 55924  
 Office: 507-528-2225  
 Fax: 507-218-2240  
 www.hodgmandrainage.com

Materials	Installed '14	Installed '11
4" Tile	1,784 LF	88,706 LF
4" MS Tile		9,554 LF
5" Tile		1,824 LF
6" Tile		2,082 LF
6" NP Tile		368 LF
8" Tile		497 LF
10" DW Tile		60 LF

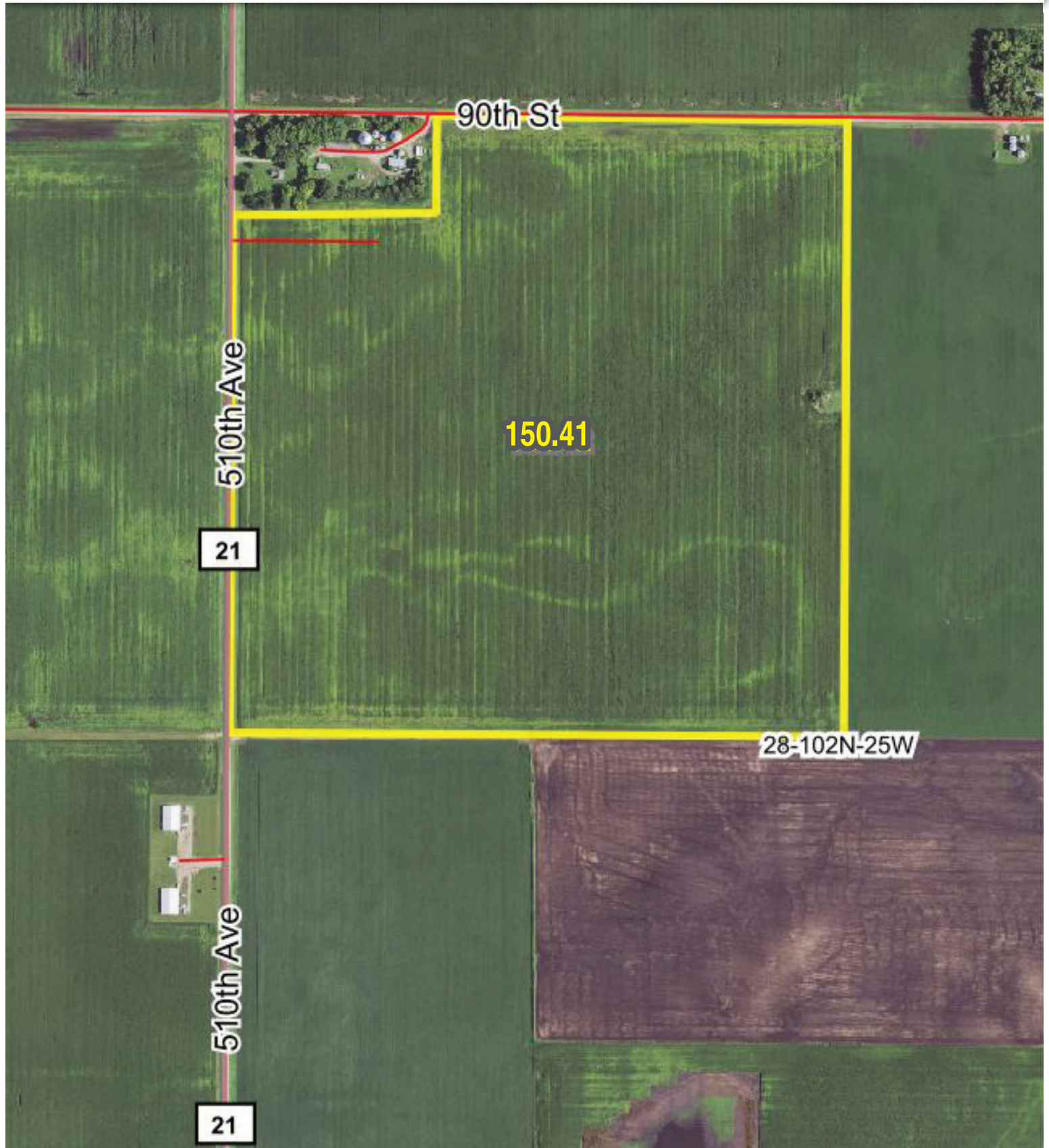
Owner: Paul Blom	
Township: Brush Creek - Section 06	
County: Faribault	
State: MN	Date: Sept. 2014
Spacing: Split / 60'	Filename: BC06NC

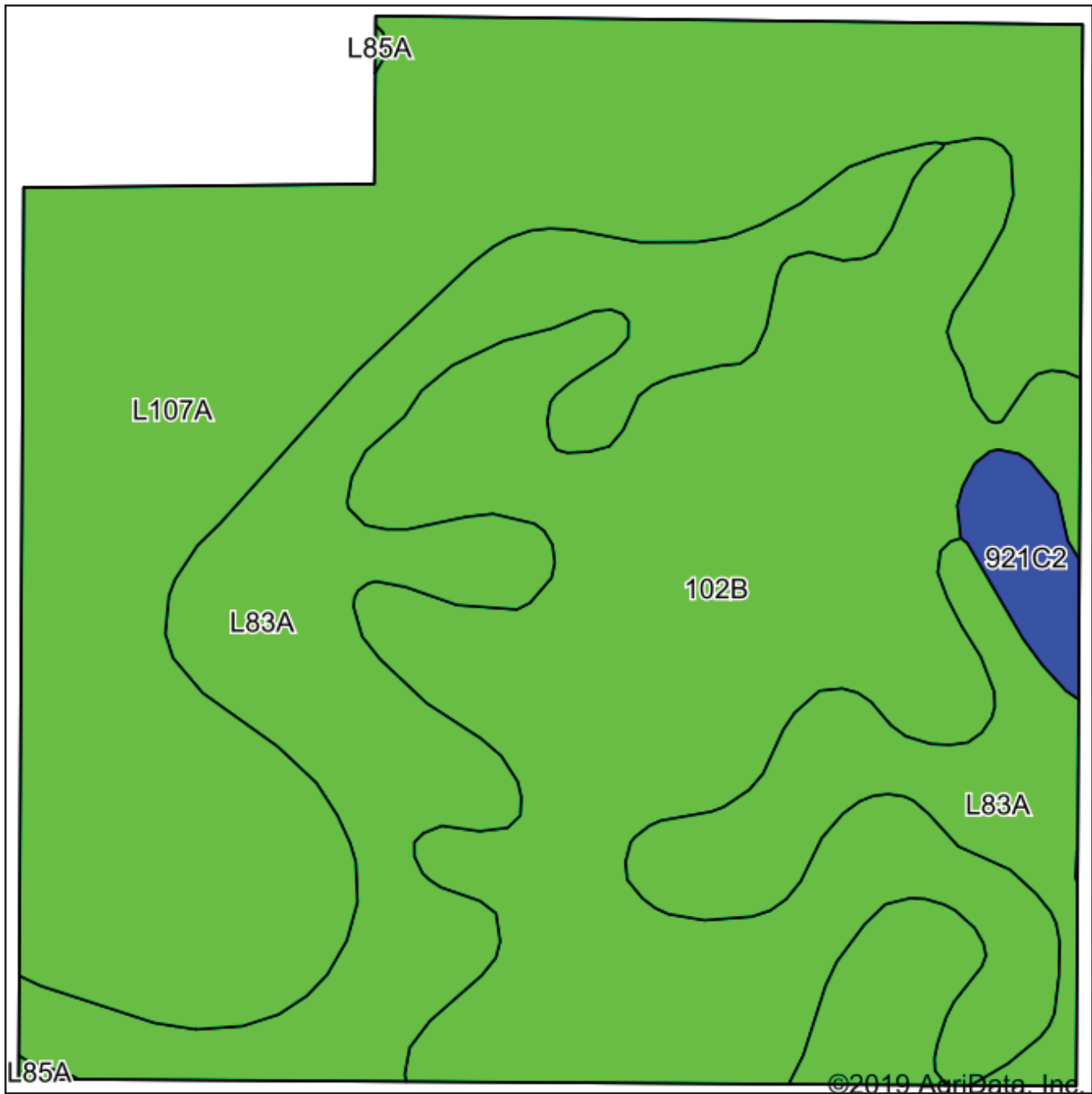


**Tract 2 – 150.41± Tillable Acres**

**Land Location:** From Blue Earth, MN, 14.5 miles east on I-90, 2.3 miles south on 530th Ave/MN 253, 1.5 miles west on 90th St. Land is located on the south side of the road.

**Brush Creek Township / PID #: 03-028-0100 / Description: Sect-28 Twp-102 Range-025**





Area Symbol: MN043. Soil Area Version: 16							
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index	
L107A	Canisteo-Glencoe complex, 0 to 2 percent slopes	55.45	36.4%		IIw	91	
102B	Clarion loam, 2 to 6 percent slopes	53.39	35.0%		Ile	95	
L83A	Webster clay loam, 0 to 2 percent slopes	40.88	26.8%		IIw	93	
921C2	Clarion-Storden complex, 6 to 10 percent slopes, moderately eroded	2.55	1.7%		IIIe	87	
L85A	Nicollet clay loam, 1 to 3 percent slopes	0.15	0.1%		Iw	99	
<b>Weighted Average</b>						<b>92.9</b>	

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

**FARM: 9335**

Minnesota

U.S. Department of Agriculture

Prepared: 2/18/20 12:11 PM

Faribault

Farm Service Agency

Crop Year: 2019

Report ID: FSA-156EZ

**Abbreviated 156 Farm Record**

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.

<b>Operator Name</b>	<b>Farm Identifier</b>	<b>Recon Number</b>
BLOM, MORRIS R	2012-48/3126	2012 27043 48

**Farms Associated with Operator:**  
2222, 7440, 8371, 9336, 9337

**ARC/PLC G/F Eligibility:** Eligible

**CRP Contract Number(s):** None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
156.62	150.41	150.41	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod			
0.0	0.0	150.41	0.0	0.0	0.0			

ARC/PLC						
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default	
NONE	NONE	NONE	NONE	CORN	NONE	

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	149.1	166	0.0
<b>Total Base Acres:</b>	149.1		

**Tract Number:** 11489      **Description** NW4(28)BRU  
**FSA Physical Location :** Faribault, MN      **ANSI Physical Location:** Faribault, MN  
**BIA Range Unit Number:**  
**HEL Status:** NHEL: no agricultural commodity planted on undetermined fields  
**Wetland Status:** Tract does not contain a wetland  
**WL Violations:** None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
156.62	150.41	150.41	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod	
0.0	0.0	150.41	0.0	0.0	0.0	

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	149.1	166	0.0
<b>Total Base Acres:</b>	149.1		

**Owners:** BLOM, MORRIS R  
**Other Producers:** None



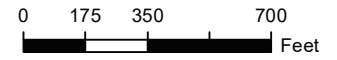
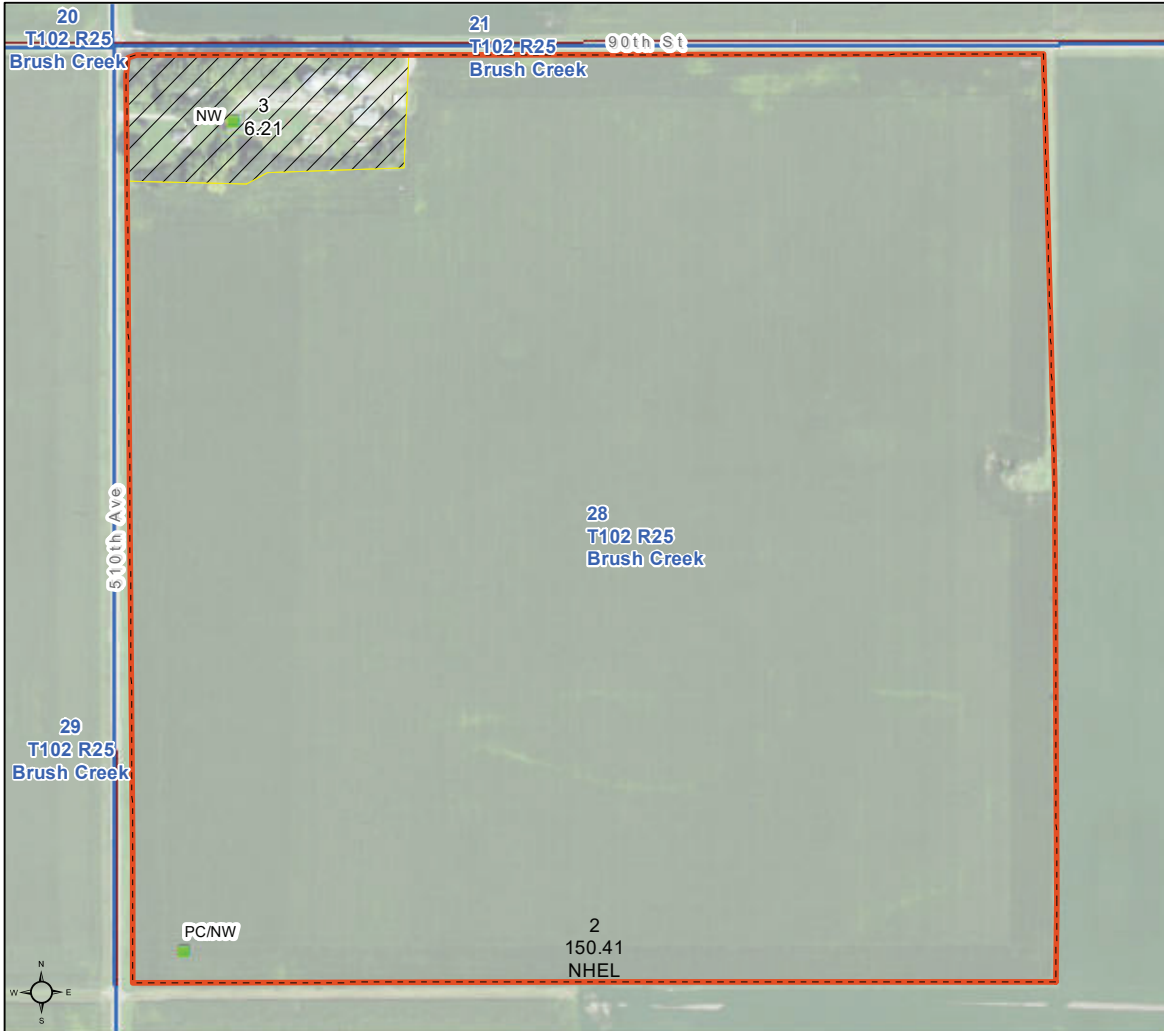
Faribault County, Minnesota

Farm 9335

Tract 11489

2020 Program Year

Map Created November 12, 2019



- 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**

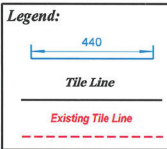
- Non-Cropland
- Cropland
- Tract Boundary

**Wetland Determination Identifiers**

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

Tract Cropland Total: 150.41 acres

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**HODGMAN**  
**DRAINAGE COMPANY INC.**  
 60731 120th Ave  
 Claremont, MN 55924  
 Office: 507-528-2225  
 Fax: 507-528-2210  
 www.hodgmandrainage.com

Materials	Installed 2013	Installed 2014
4" Tile	110,352 LF	
5" Tile	1,371 LF	
6" Tile	1,455 LF	
8" Tile	360 LF	
10" Tile	2,016 LF	
12" DW Tile	2,355 LF	
15" DW Tile		1,027 LF
18" DW Tile		664 LF
30" DW Tile		2,418 LF
		180 LF

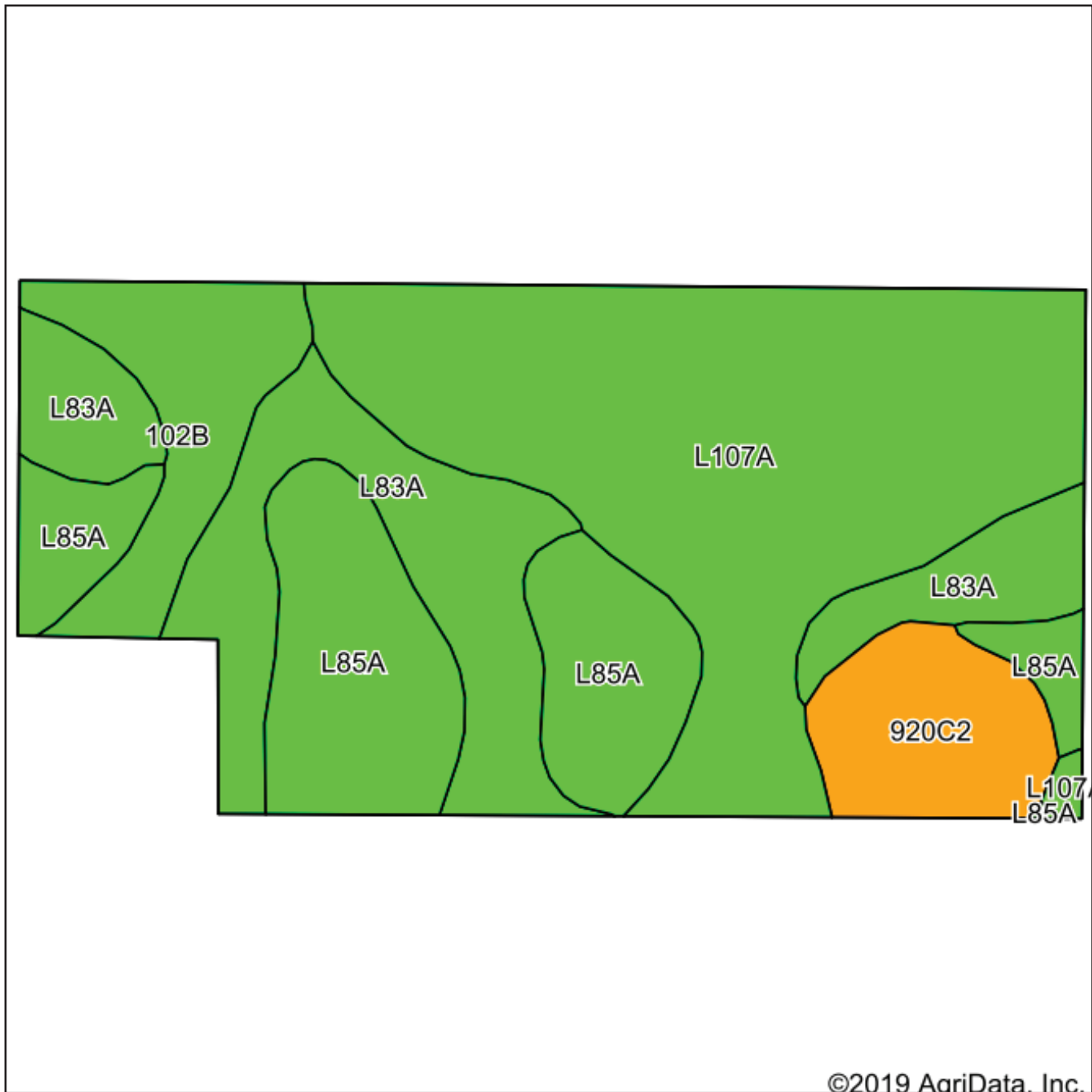
Owner:	Morris Blom
Township:	Brush Creek - Section 28&29
County:	Faribault
State:	MN
Spacing:	60'
Date:	March 2014
Filename:	BC28NW

**Tract 3 – 72.78± Tillable Acres**

**Land Location:** From Blue Earth, MN, 14.5 miles east on I-90, 2.3 miles south on 530th Ave/MN 253, 1/2 mile west on 90th St. Land is located on the south side of the road.

**Brush Creek Township / PIDs #: 03-027-0800 & 03-027-0500 / Description: Sect-27 Twp-102 Range-025**





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Area Symbol: MN043. Soil Area Version: 16						
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
L107A	Canisteo-Glencoe complex, 0 to 2 percent slopes	30.49	40.7%		IIw	91
L83A	Webster clay loam, 0 to 2 percent slopes	16.47	22.0%		IIw	93
L85A	Nicollet clay loam, 1 to 3 percent slopes	16.10	21.5%		Iw	99
102B	Clarion loam, 2 to 6 percent slopes	6.35	8.5%		Ile	95
920C2	Clarion-Storden-Pilot Grove complex, 6 to 10 percent slopes, moderately eroded	5.58	7.4%		IIIe	73
<b>Weighted Average</b>						<b>92.2</b>

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

**FARM: 9337**

Minnesota

U.S. Department of Agriculture

Prepared: 2/18/20 12:12 PM

Faribault

Farm Service Agency

Crop Year: 2019

Report ID: FSA-156EZ

**Abbreviated 156 Farm Record**

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**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.

<b>Operator Name</b>	<b>Farm Identifier</b>	<b>Recon Number</b>
BLOM, MORRIS R	2012-49/274	2012 27043 49

**Farms Associated with Operator:**

2222, 7440, 8371, 9335, 9336

**ARC/PLC G/F Eligibility:** Eligible

**CRP Contract Number(s):** None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
72.78	72.78	72.78	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod			
0.0	0.0	72.78	0.0	0.0	0.0			

**ARC/PLC**

<b>PLC</b>	<b>ARC-CO</b>	<b>ARC-IC</b>	<b>PLC-Default</b>	<b>ARC-CO-Default</b>	<b>ARC-IC-Default</b>
NONE	NONE	NONE	NONE	CORN	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	72.78	153	0.0
<b>Total Base Acres:</b>	72.78		

**Tract Number:** 9766      **Description** N2NW4 LESS 5AC BLDG SITE 520' X 420'(27)BRU

**FSA Physical Location :** Faribault, MN      **ANSI Physical Location:** Faribault, MN

**BIA Range Unit Number:**

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

**Wetland Status:** Tract does not contain a wetland

**WL Violations:** None

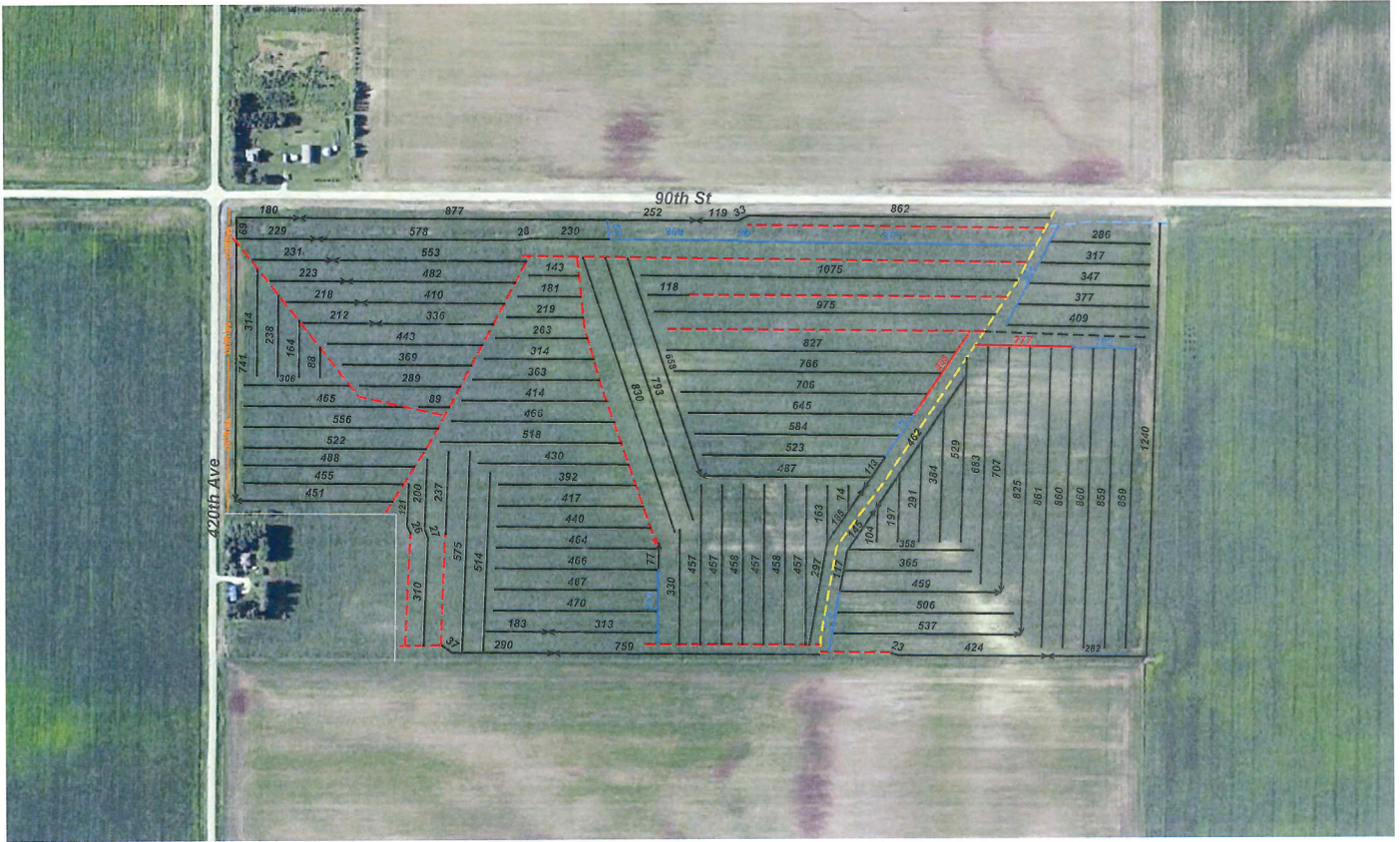
Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
72.78	72.78	72.78	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod	
0.0	0.0	72.78	0.0	0.0	0.0	
Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction			
CORN	72.78	153	0.0			
<b>Total Base Acres:</b>	72.78					





**Owners:** BLOM, MORRIS R

**Other Producers:** None







<b>Legend:</b>  Proposed Tile Line  Existing Tile Line 	 60731 120th Ave Claremont, MN 55924 Office: 507-528-2225 Fax: 507-528-2210 www.hodgmandrainage.com	<b>Materials</b>	<b>Estimate</b>	<b>Installed</b>	Owner: <b>Morris Blom</b>
		4" Tile 5" Tile 6" Tile 8" Tile 10" Tile 12" Tile 15" Tile		49,762 LF 2,309 LF 565 LF	Township: <b>Brush Creek - Section 27</b> County: <b>Faribault</b> State: <b>MN</b> Date: <b>April 2012</b>

Notes: \_\_\_\_\_

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**FARM CASH RENT AGREEMENT**

**THIS AGREEMENT**, Made this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ whose post office address is \_\_\_\_\_, Owner of the real estate described herein; and \_\_\_\_\_ whose post office address is \_\_\_\_\_, Tenant.

**WITNESSETH**, that Tenant hereby agrees to and with the Owner, for the consideration hereinafter named, to well and faithfully till and farm during the season of farming in the years \_\_\_\_\_ commencing upon the execution of this Farm Cash Rent Agreement and ending \_\_\_\_\_ according to the usual course of husbandry, the following described premises situated in the County of \_\_\_\_\_ and State of \_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_

Tenant in consideration of this lease of the above-mentioned premises does hereby agree to pay the Owners (\$ \_\_\_\_\_) total cash rent annually, said rent to be paid on or before \_\_\_\_\_ of each year during the term of the lease.

If the Tenant fails to pay the rent due or fails to keep any of the agreements of this lease, then to the extent permitted by law, all costs and attorneys fees enforcing collection or performance, together with the costs incurred by Owner to accomplish those actions agreed to be performed by Tenant, including but not limited to, cultivation and tilling, shall be added to and become a part of the obligations payable by the Tenant hereunder.

**GENERAL PROVISIONS:**

**1. *Tenant's Duties:*** To furnish all labor, tools and farm equipment as may be necessary to farm and maintain the land.

- a. To properly prepare the seedbed, seed the crops and fertilize the land at the typical rate in the area in order to achieve the highest crop yields.
- b. Responsible for all tile maintenance.
- c. To conduct a good weed control program and apply all weed control chemicals expense to the Tenant.
- d. To cut all grass and weeds on the roads adjoining and, on all lands covered by this lease and keep the ditches clean of weeds and debris and low weeds and control weeds to the satisfaction of the Owner.
- e. To till back land at end of lease.

**2. *Owner's Duties:*** Owner shall be put to no expense in operating and maintaining said farm or in producing said crops or in hauling the same to market.

**3. *Tenant's Acceptance of Property:*** Tenant shall take possession of the leased premises and accept the leased premises in its existing condition and by taking possession is representing to the Owner that there is nothing further required of the Owner to make the premises suitable for the purposes and uses set forth above. No representation, statement or warranty, expressed or implied, has been made by or on behalf of the Owner as to such condition of the soil or as to the use that may be made of the leased premises.

***Government Payments:*** All government payments on land are payable to the Tenant. Tenant agrees to return any FSA allotments or bases to the Owner upon the termination of this contract in accordance with the regulations made by the FSA office.

**5. *Sale of Land:*** If owner would decide to sell said land during the term of the lease, the land sale would be subject to current lease agreement.

**6. *Default:*** In the event the Tenant shall fail to punctually make any of the above-mentioned payments as specified or to keep and perform any of the agreements herein contained, the Owner may re-enter upon said premises and take possession of any crops and government payments and sell sufficient crops to perform on this contract or have such other remedy as is provided by law.

**7. *Assignment:*** This lease shall not be assignable by the Tenant and no part of the premises shall be sublet by the Tenant without the written consent of the Owner.

**8. *Mineral Leasing Rights:*** The Owner reserves the right to lease the property for oil, gas and other minerals.

**9. *Agency:*** It is hereby specifically agreed that the Tenant is not the agent of the Owner. Tenant agrees to make no purchases or incur any obligations for the account of the Owner without the Owner's consent in writing.

**10. *Right of Inspection and Repair:*** The Owner shall have the right to enter upon the premises at any time to view the same, make repairs as he may deem necessary and inspect the crops.

**11. *Liability:*** The Tenant agrees to indemnify and hold the Owner and remainderman free and harmless from any claims, liability loss, damage and expense resulting from the Tenant's occupation and use of the premises, specifically including, without limitation, any claim, liability loss or damage arising:

- a. By reason of the injury to person or property from whatever cause while in or on the premises or in any way connected with the premises or with the improvements or personal property in or on the premises, including any liability for injury to the person or personal property of the Tenant, his agents or employees.
- b. By reason of any work performed on the premises or materials furnished to the premises at the insistence or request of the Tenant, his agents or employees.

- c. By reason of the Tenant's failure to perform any provision of this lease or to comply with any requirements imposed on him or on the premises by any duly authorized governmental agent or political subdivision.
- d. Because of the Tenant's failure or inability to pay as they become due, any obligation incurred by him in the agricultural or other operations to be conducted by him on the premises.

**12. *Condemnation:*** In the event any portion of said premises are required for public purposes and are taken by condemnation, this lease with respect to the property taken, shall cease and expire and any unearned rent paid in advance by the Tenant shall be refunded.

**13. *Termination and Surrender:*** No notice from the Owner to the Tenant to terminate this lease at its expiration is required. The Tenant shall surrender and yield up the same premises in good condition at its expiration and have no right of hold over after the expiration of this lease with the exception, however, that Tenant shall have the right to harvest crops planted and growing during the final year of this lease. If the premises are sold or leased to another tenant for the next farming season, the Tenant will permit the Owner, purchaser or new tenant to enter upon said premises and plow and prepare the fields immediately upon removal of the then present crop.

**14. *Reimbursement:*** No reimbursement from the Owner to the Tenant will be made for any fall work performed on the premises in the final above-described year of this lease without the prior approval of the Owner. It shall be the Tenant's duty to so advise the Owner.

**15. *Binding on Successors:*** The terms of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of both the Owner and the Tenant in like manner as upon the original parties, except by mutual agreement otherwise.

\_\_\_\_\_ Owner

\_\_\_\_\_ Tenant

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same.

\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_  
My Commission Expires:  
(SEAL)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same.

\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_  
My Commission Expires:  
(SEAL)



# LAND RENT AUCTION



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

701.203.8400 P | Grand Forks, ND 58201

701.580.2426 | Watford City, ND 58854

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

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

308.217.4508 | Lexington, NE 68850

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

641.423.1947 | Mason City, IA 50401

515.432.6000 P | Ames, IA 50010

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