

MCLEOD COUNTY  
MINNESOTA

Opens: Tuesday, July 19 | 8AM

Closes: Wednesday, July 27 | 1PM <sup>CST</sup> 2022

# LAND AUCTION

Timed Online



**280± Acres**

*Acoma Township*

**Auctioneer's Note:** 280± acres of recreational land with two building entitlements, great place for country homes. Opportunity to own private hunting land.



From Hutchinson, 3.9 miles northwest on MN-22 N/MN-7 W/4th Ave. NW/  
Theodore Christianson Dr., 1.6 miles east on 200th St. Land is located on the  
north side of the road.

Steffes Group, Inc. | 24400 MN Hwy 22 South, Litchfield, MN 55355 | 320.693.9371 | [SteffesGroup.com](http://SteffesGroup.com)

Contact Eric Gabrielson at Steffes Group, 320.693.9371 or 701.238.2570

TERMS: Ten percent down upon signing purchase agreement, payable by cash or check. Balance due at closing within 30 days. This is a 5% buyer's premium auction. Ashley Huhn MN47-002, Eric Gabrielson MN47-006

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 guarantees expressed or implied. Information contained in this document was collected from sources deemed to be reliable and is true and correct to the best of the writer's knowledge. Auctioneers and owners will not be held responsible for advertising discrepancies or inaccuracies.

### **All ANNOUNCEMENTS ON AUCTION DAY TAKE PRECEDENCE OVER PREVIOUSLY ADVERTISED INFORMATION.**

Prospective buyers are advised to consult with an attorney of their choice with respect to the purchase of any real property including but not limited to, seeking legal advice from their own attorney regarding disclosures and disclaimers set forth below.



#### **SPECIFIC TERMS FOR ONLINE ONLY AUCTION**

Steffes Group along with their employees are seller's agents and are licensed in the state where the property is located. We strongly recommend buyers secure buyer representation, at their expense, in all real estate transactions.

Bid placed within the last 4 minutes of the auction will extend the auction an additional 4 minutes. Bid extensions continue and auction does not end until there are no bids for 4 minutes.

The sale of this property IS NOT contingent on the bidder securing financing.

**The auction begins on Tuesday, July 19 and will end at 1PM on Wednesday, July 27, 2022.** All bidders must register with SteffesGroup.com as an online bidder to participate in the auction.

All bidders must register their name, address and telephone number in order for your bidding number to be approved.

The successful bidder will be required to sign an Earnest Money Receipt and Purchase Agreement at the close of the real estate auction. A total deposit of 10% of the contract sale price will be required. Those funds will be placed in a Real Estate Trust Account as good faith money until closing.

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, 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: Friday, August 26, 2022.**

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

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

- **2022 Taxes: 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 PROPERTY WILL BE SOLD AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED.**

- **THE PROPERTY WILL BE SOLD UPON 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.
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.

# Timed Online Multi-Tract 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.

CATALOG ORDER

EXTENDED

**#1 Cavalier County, ND  
Land Auction - 160± Acres**  
 Description: NW ¼ Section 5-163-57  
 Deeded Acres: 160.00+/-  
 Cropland Acres: 124+/-  
 Wooded Acres: 26+/-  
 Soil Productivity Index: 75  
 Taxes ('15): \$978.47

US \$3,500/X More Photos  
 US \$560,000.00  
 (160.00 X \$3,500.00)

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US \$3,500/X More Photos  
 US \$560,000.00  
 (160.00 X \$3,500.00)

## 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!

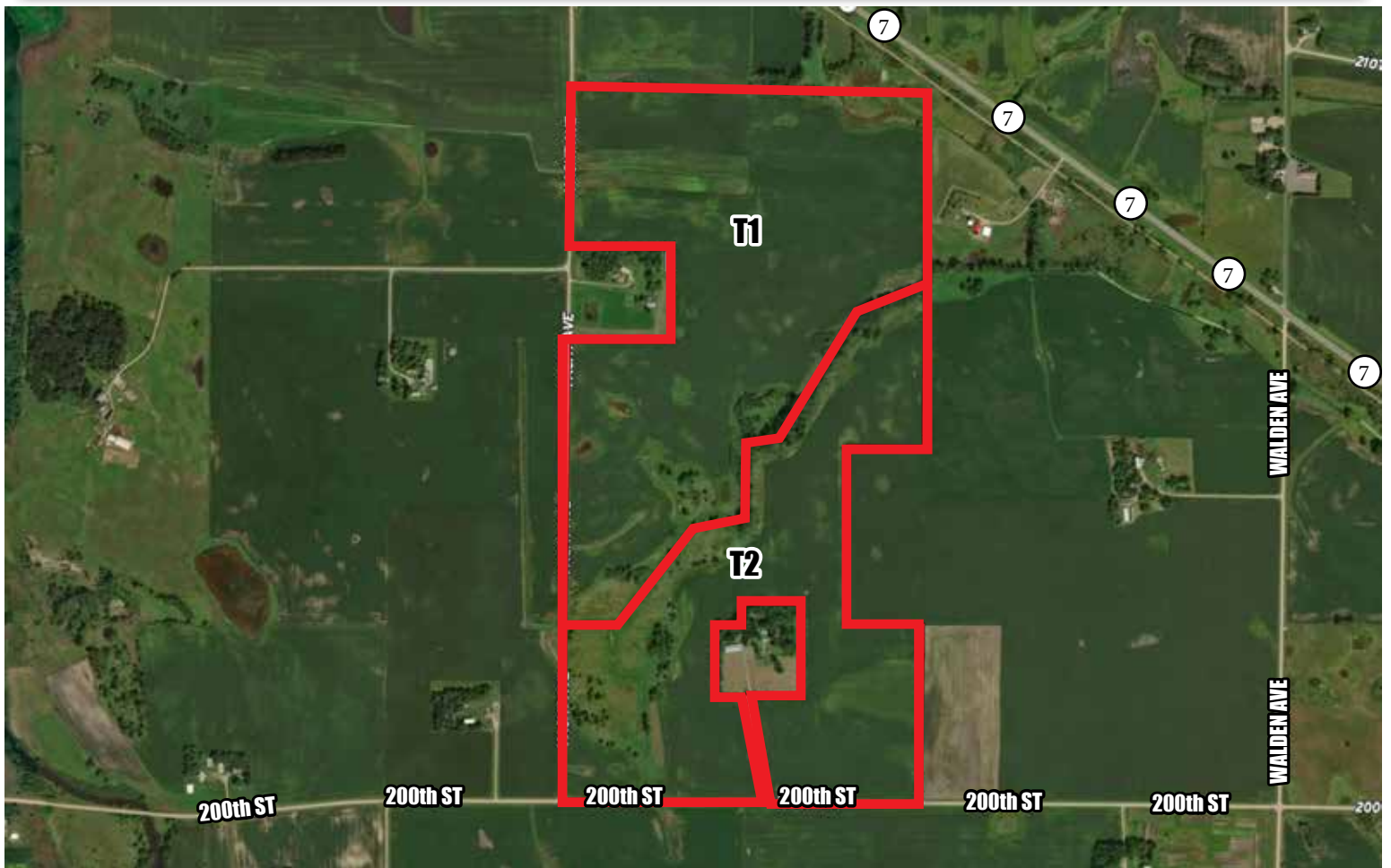


Lots with this symbol are linked together throughout the entire auction and will close together.

### JULY 2022

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	Opens 19	20	21	22	23
24	25	26	Closes 27	28	29	30
31						

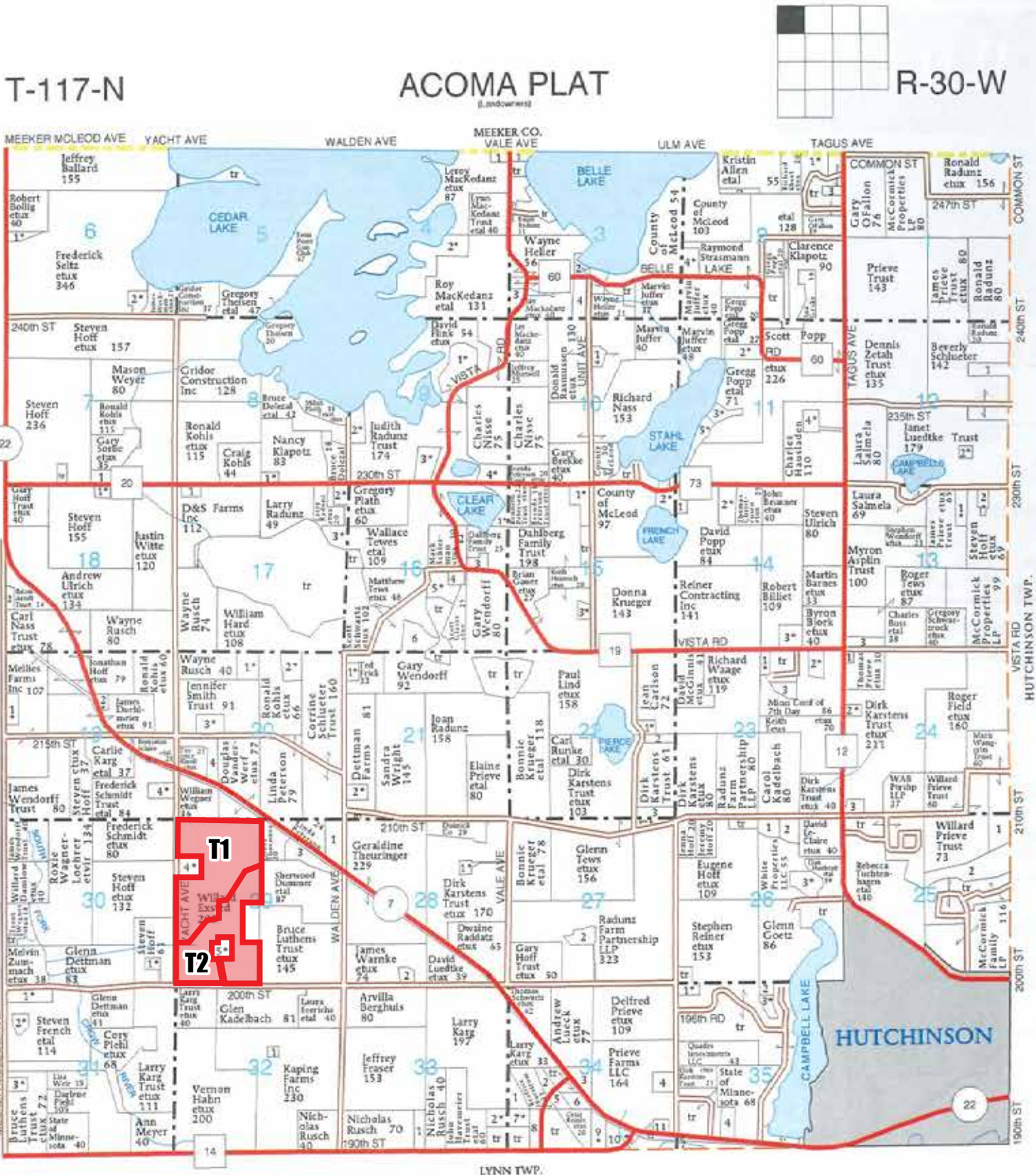
**LAND LOCATED:** From Hutchinson, 3.9 miles northwest on MN-22 N/MN-7 W/4th Ave. NW/Theodore Christianson Dr., 1.6 miles east on 200th St. Land is located on the north side of the road.



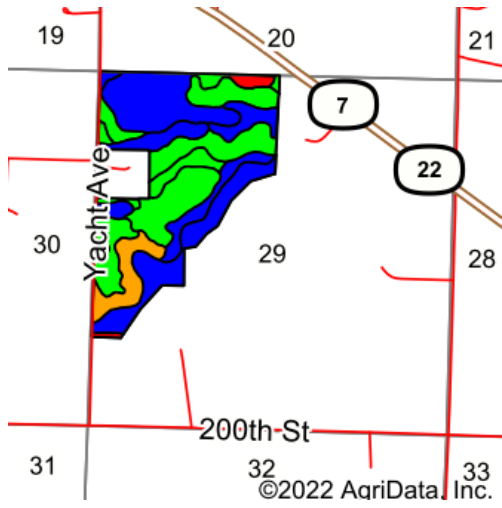
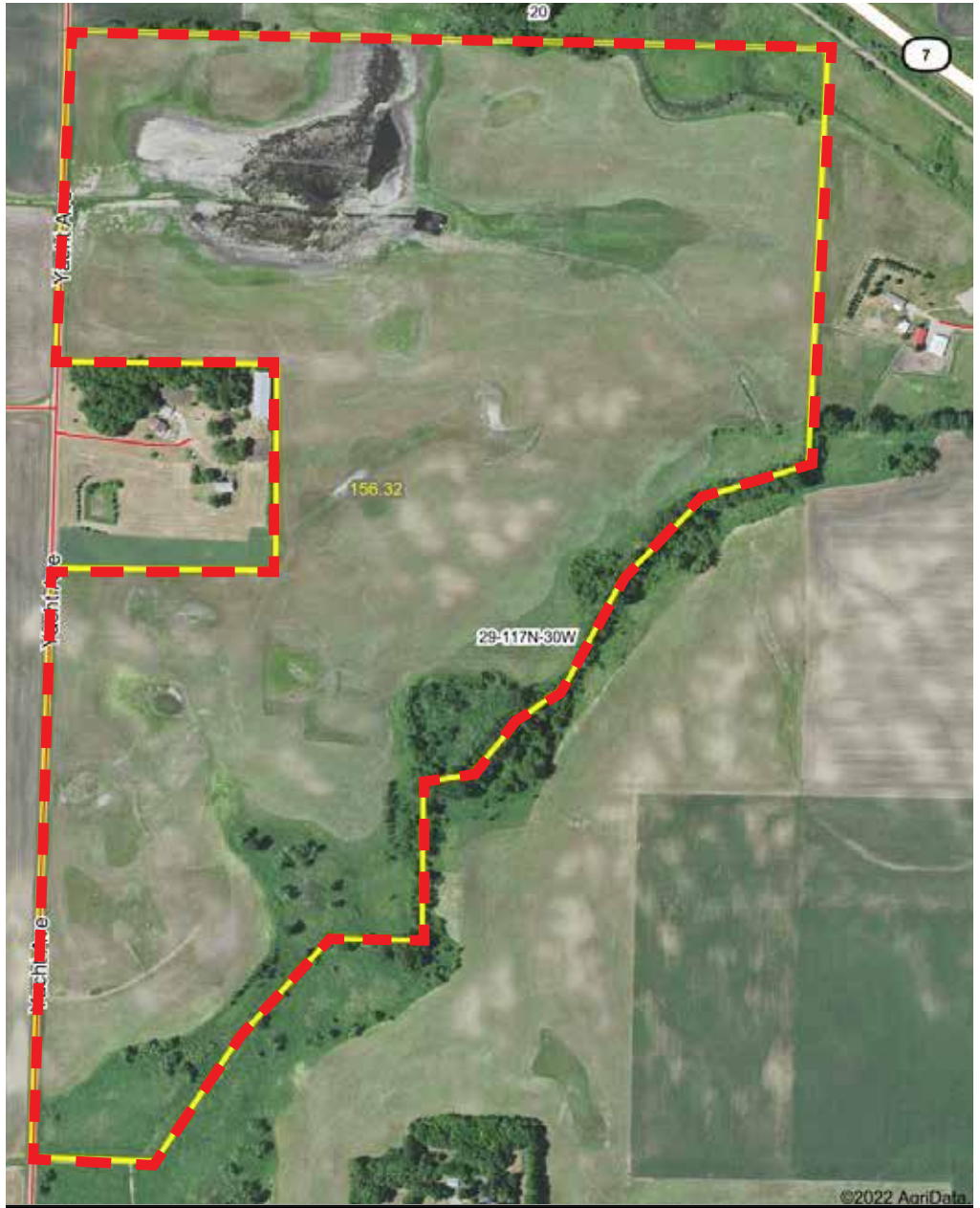
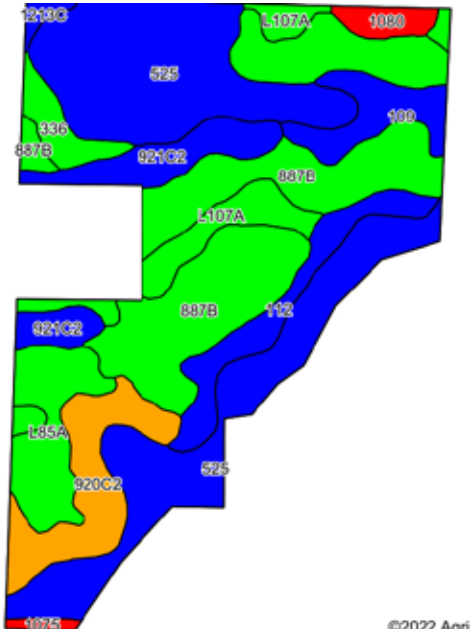
Mcleod County, MN - Acoma Township

Tract 1: 156 ± Acres (Survey to Determine Acres) / Description: Sect-29 Twp-117 Range-30

Tract 2: 136± Acres (Survey to Determine Acres) / Description: Sect-29 Twp-117 Range-30



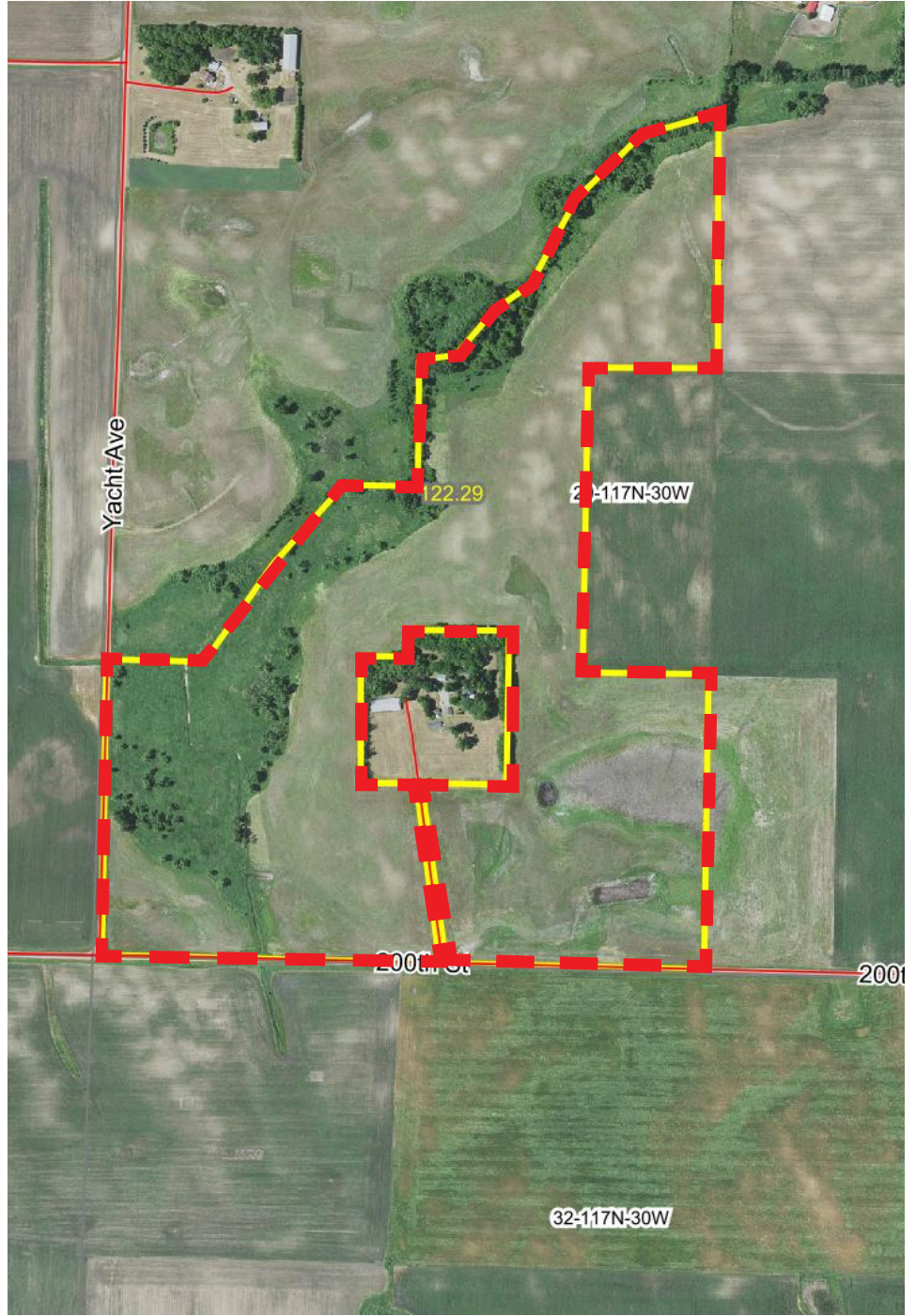
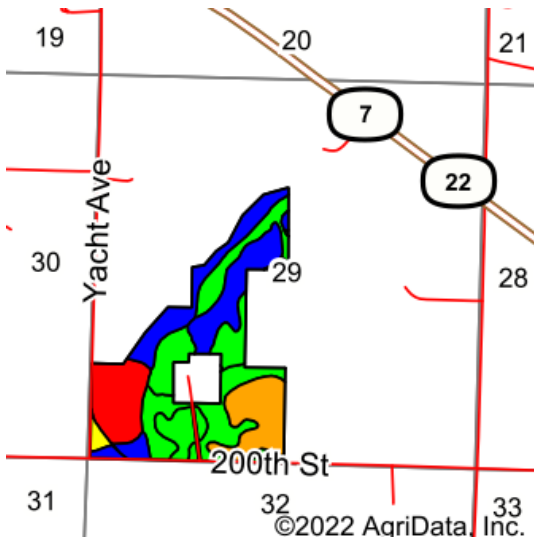
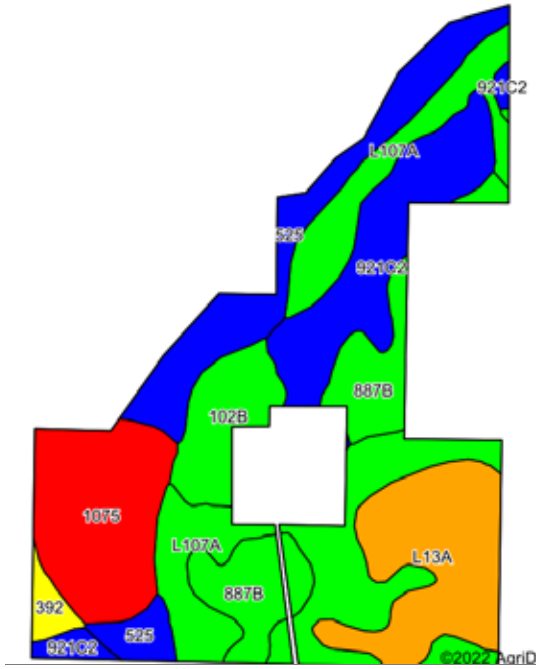
Total Acres: 156± (Survey to Determine Acres) • PID #: 01.029.0200 (That part of, new legal & PID# to be assigned)  
 Description: Sect-29 Twp-117 Range-30 • 2022 Taxes: \$7,936 (For entire land. New tax amount TBD)



Area Symbol: MN085, Soil Area Version: 19

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
525	Muskego soils, 0 to 1 percent slopes	49.79	31.9%	Blue	IIIw	81
887B	Clarion-Swanlake complex, 2 to 6 percent slopes	42.52	27.2%	Green	Ile	92
920C2	Clarion-Storden-Pilot Grove complex, 6 to 10 percent slopes, moderately eroded	11.70	7.5%	Orange	IIIe	73
L85A	Nicollet clay loam, 1 to 3 percent slopes	9.94	6.4%	Light Green	Iw	99
L107A	Canisteo-Glencoe complex, 0 to 2 percent slopes	9.72	6.2%	Light Green	IIw	91
921C2	Clarion-Storden complex, 6 to 10 percent slopes, moderately eroded	9.65	6.2%	Blue	IIIe	87
112	Harps clay loam, 0 to 2 percent slopes	8.50	5.4%	Blue	IIw	90
109	Cordova clay loam, 0 to 2 percent slopes	6.48	4.1%	Blue	IIw	87
336	Delft clay loam, 0 to 2 percent slopes	3.78	2.4%	Light Green	IIw	94
1080	Klossner, Okoboji and Glencoe soils, ponded, 0 to 1 percent slopes	2.45	1.6%	Red	VIIIw	5
1213C	Cokato-Storden complex, 6 to 12 percent slopes, eroded	1.07	0.7%	Blue	IIIe	84
1075	Klossner and Muskego soils, ponded, 0 to 1 percent slopes	0.72	0.5%	Red	VIIIw	5
<b>Weighted Average</b>					<b>2.52</b>	<b>85.1</b>

Total Acres: 136± (Survey to Determine Acres) • PID #: 01.029.0200 (That part of, new legal & PID# to be assigned), 01.029.0700, 01.029.0850 • Description: Sect-29 Twp-117 Range-30 • 2022 Taxes: \$11,854 (For entire land. New tax amount TBD)



Area Symbol: MN085, Soil Area Version: 19						
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
L107A	Canisteo-Glencoe complex, 0 to 2 percent slopes	30.74	25.1%	<span style="background-color: #00FF00;"> </span>	IIw	91
L13A	Klossner muck, 0 to 1 percent slopes	17.46	14.3%	<span style="background-color: #FFA500;"> </span>	IIIw	77
921C2	Clarion-Storden complex, 6 to 10 percent slopes, moderately eroded	17.23	14.1%	<span style="background-color: #0000FF;"> </span>	IIIe	87
1075	Klossner and Muskego soils, ponded, 0 to 1 percent slopes	17.07	14.0%	<span style="background-color: #FF0000;"> </span>	VIIIw	5
525	Muskego soils, 0 to 1 percent slopes	16.82	13.8%	<span style="background-color: #0000FF;"> </span>	IIIw	81
887B	Clarion-Swanlake complex, 2 to 6 percent slopes	13.46	11.0%	<span style="background-color: #00FF00;"> </span>	IIe	92
102B	Clarion loam, 2 to 6 percent slopes	7.74	6.3%	<span style="background-color: #00FF00;"> </span>	IIe	95
392	Biscay clay loam, 0 to 2 percent slopes	1.77	1.4%	<span style="background-color: #FFFF00;"> </span>	IIw	70
<b>Weighted Average</b>					<b>3.26</b>	<b>75.1</b>



CONNIE M. KURTZWEG  
 MCLEOD COUNTY AUDITOR-TREASURER  
 520 CHANDLER AVENUE NORTH  
 GLENCOE, MN 55336  
 320-864-1234  
 www.mcleodcountymn.gov

298

Taxpayer:  
 R 01.029.0200

WILLARD W EXSTED

515 EDGEWOOD DR  
 GLENCOE MN 55336

16154

Sect-29 Twp-117 Range-030 188.00 AC  
 NW 1/4 EX 12 AC & NW 1/4 SW 1/4

PROPERTY ADDRESS:

2022 Property Tax Statement			
VALUES AND CLASSIFICATION			
Step	Taxes Payable Year Classification	2021 AG HMSTD RVL HMSTD	2022 AG HMSTD RVL HMSTD
1	Estimated Market Value	887,000	887,000
	Improvements Excluded		
	Homestead Exclusion		
	Taxable Market Value	887,000	887,000
	New Improvements		
	Expired Exclusions		
<i>Sent in March 2021</i>			
Step	PROPOSED TAX		
2	Proposed Tax	8,024.00	
<i>Sent in November 2021</i>			
Step	PROPERTY TAX STATEMENT		
3	First-half Taxes	3,968.00	
	Second-half Taxes	3,968.00	
	Total Taxes due in 2022	7,936.00	

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 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:	2021	2022
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		
<b>Property Tax and Credits</b>		
3. Property taxes before credits	9,480.13	9,103.47
4. A. Agricultural and rural land credits	1,142.13	1,167.47
B. Other credits to reduce your property tax		
5. Property taxes after credits	8,338.00	7,936.00
<b>Property Tax by Jurisdiction</b>		
6. McLeod County	5,275.48	5,182.57
7. City or Town TOWN OF ACOMA	1,193.73	1,180.24
8. State General Tax 0423		
9. School District		
A. Voter Approved Levies	867.73	722.66
B. Other Local Levies	982.61	832.08
10. Special Taxing Districts MID-MN DEVELOPMENT	18.45	18.45
11. Non-school voter approved referenda levies		
12. Total property tax before special assessments	8,338.00	7,936.00
<b>Special Assessments on Your Property</b>		
13. Special assessments Principal: Interest:		
<b>14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS</b>	<b>8,338.00</b>	<b>7,936.00</b>



TRACT 1



TRACT 1



TRACT 1





CONNIE M. KURTZWEG  
 MCLEOD COUNTY AUDITOR-TREASURER  
 520 CHANDLER AVENUE NORTH  
 GLENCOE, MN 55336  
 320-864-1234  
 www.mcleodcountymn.gov

303

Taxpayer:  
 R 01.029.0700

WILLARD W EXSTED

515 EDGEWOOD DR  
 GLENCOE MN 55336

16154

Sect-29 Twp-117 Range-030  
 NE 1/4 SW 1/4 EX W 433.3' OF

21.50 AC  
 S 151.36' EX E 17 AC

PROPERTY ADDRESS:

2022 Property Tax Statement			
VALUES AND CLASSIFICATION			
Step	Taxes Payable Year Classification	2021 AG HMSTD RVL HMSTD	2022 AG HMSTD RVL HMSTD
1	Estimated Market Value	112,600	112,600
	Improvements Excluded		
	Homestead Exclusion		
	Taxable Market Value	112,600	112,600
	New Improvements		
	Expired Exclusions		
<i>Sent in March 2021</i>			
Step	PROPOSED TAX		
2	Proposed Tax	1,018.00	
<i>Sent in November 2021</i>			
Step	PROPERTY TAX STATEMENT		
3	First-half Taxes	504.00	
	Second-half Taxes	504.00	
	Total Taxes due in 2022	1,008.00	

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 REFUNDS?

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Taxes Payable Year:	2021	2022
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		
<b>Property Tax and Credits</b>		
3. Property taxes before credits	1,202.97	1,156.18
4. A. Agricultural and rural land credits	144.97	148.18
B. Other credits to reduce your property tax		
5. Property taxes after credits	1,058.00	1,008.00
<b>Property Tax by Jurisdiction</b>		
6. McLeod County	669.21	658.44
7. City or Town TOWN OF ACOMA	151.54	149.83
8. State General Tax 0423		
9. School District		
A. Voter Approved Levies	110.16	91.75
B. Other Local Levies	124.75	105.64
10. Special Taxing Districts MID-MN DEVELOPMENT	2.34	2.34
11. Non-school voter approved referenda levies		
12. Total property tax before special assessments	1,058.00	1,008.00
<b>Special Assessments on Your Property</b>		
13. Special assessments Principal: Interest:		
<b>14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS</b>	<b>1,058.00</b>	<b>1,008.00</b>



TRACT 1



TRACT 1



TRACT 2



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 GLENCOE, MN 55336  
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 www.mcleodcountymn.gov

305

Taxpayer:  
 R 01.029.0850

WILLARD W EXSTED

515 EDGEWOOD DR  
 GLENCOE MN 55336

16154

Sect-29 Twp-117 Range-030  
 S 1/2 SW 1/4 EX 8.5 ACRES

71.50 AC

PROPERTY ADDRESS:

2022 Property Tax Statement			
VALUES AND CLASSIFICATION			
Step	Taxes Payable Year Classification	2021 AG HMSTD	2022 AG HMSTD
1	Estimated Market Value	325,300	325,300
	Improvements Excluded		
	Homestead Exclusion		
	Taxable Market Value	325,300	325,300
	New Improvements		
	Expired Exclusions		
<i>Sent in March 2021</i>			
Step	PROPOSED TAX		
2	Proposed Tax	2,942.00	
	<i>Sent in November 2021</i>		
Step	PROPERTY TAX STATEMENT		
3	First-half Taxes	1,455.00	
	Second-half Taxes	1,455.00	
	Total Taxes due in 2022	2,910.00	

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 REFUNDS?

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Taxes Payable Year:	2021	2022
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		
<b>Property Tax and Credits</b>		
3. Property taxes before credits	3,476.87	3,338.16
4. A. Agricultural and rural land credits	418.87	428.16
B. Other credits to reduce your property tax		
5. Property taxes after credits	3,058.00	2,910.00
<b>Property Tax by Jurisdiction</b>		
6. McLeod County	1,934.85	1,900.20
7. City or Town TOWN OF ACOMA	437.79	432.84
8. State General Tax 0423		
9. School District		
A. Voter Approved Levies	318.23	265.03
B. Other Local Levies	360.36	305.16
10. Special Taxing Districts MID-MN DEVELOPMENT	6.77	6.77
11. Non-school voter approved referenda levies		
12. Total property tax before special assessments	3,058.00	2,910.00
<b>Special Assessments on Your Property</b>		
13. Special assessments Principal: Interest:		
<b>14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS</b>	<b>3,058.00</b>	<b>2,910.00</b>



TRACT 2



TRACT 2



TRACT 2

Wetland Road Replacement Easement (6/08)

Easement # 43-01-13-05

**PERPETUAL EASEMENT FOR WETLAND BANK  
STATE OF MINNESOTA - BOARD OF WATER AND SOIL RESOURCES**

This conservation easement, hereinafter referred to as "Easement", is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Willard W. Exsted and Sheryl E. Exsted, husband and wife hereinafter collectively referred to as "Grantors", and the State of Minnesota, by and through the Board of Water and Soil Resources, hereinafter referred to as the "State".

**WITNESSETH**

WHEREAS, the State is authorized by the Minn. Stat. Sec. 103F.501 et seq., 84.95, 84C, and by Minnesota Rules part 8400.3000 et seq. to acquire conservation easements on eligible lands and to establish conservation practices on the easement area; AND

WHEREAS, the Minn. Stat. Sec. 103G.222 and 2003 Minn. Laws, Chapter 20, Section 6 and by Minnesota Rules part 8420.0540, to establish replacement wetlands to mitigate the impacts of public road projects; AND

WHEREAS, the Grantors are the owners of land suitable for establishment of replacement wetlands, and desire to convey such lands as a perpetual conservation easement to the State of Minnesota.

NOW, THEREFORE, the Grantors, for themselves, their heirs, successors and assigns, in consideration of the sum of \_\_\_\_\_ One Million Six Hundred Thirty-seven Thousand Seven Hundred Seventy and 62/100 DOLLARS (\$ 1,637,770.62 ), do hereby grant, convey and warrant to the State, its successors and assigns, forever, a perpetual easement in accordance with the terms and conditions as hereafter and set forth, over and upon the following described land situated in the County of McLeod State of Minnesota, to-wit:

**THE LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED HEREIN.**

The Easement covers only that portion of the parcel delineated as the "EASEMENT AREA" identified on Exhibit "A", which is attached hereto and incorporated herein. The easement area consists of a total of 272.0 acres, of which 29.2 acres are not monetarily compensated by the State but are subject to the terms of the Easement. The easement area is subject to all prior easements, roadways, and mineral rights of record.

No rights are granted to the general public for access to or entry upon the lands described herein.

FURTHER, the Grantors represent and warrant that there are no hazardous substances pollutants or contaminants in or on the easement area, and that the Grantors, their heirs, successors or assigns shall not place any toxic or hazardous substances, pollutants or contaminants in or on the easement area.

FURTHER, the Grantors, their heirs, successors and assigns warrant the perpetual right to access and an ingress and egress route to the easement area from a public road to allow authorized agents of the State, which may include the U.S. Army Corps of Engineers, to enter upon the easement area for the purpose of inspection and enforcement of this Easement.

FURTHER, the Grantors, for themselves, their heirs, successors and assigns warrant that they:

1. Shall establish and maintain vegetative cover and structural practices in accordance with the Conservation Plan on file at the State. Conservation Plan maintenance includes any necessary replanting of vegetative cover and repair of structures. Any amendment to the Conservation Plan shall be mutually agreed to by the landowner and the State.
2. Shall establish and maintain visible monuments such as posts at prominent locations along the boundary of the easement area. The monuments must be at least four feet in height and be visible on the landscape.
3. Shall perpetually allow for the legal manipulation of existing drainage systems and other land alterations on the easement area that are associated with establishing and managing wetland practices identified in the Conservation Plan. Water levels will be managed and controlled only by the State or its authorized agents.
4. Shall not appropriate water from any existing or restored wetlands within the easement area unless obtaining the prior written consent of the State and all necessary governmental permits.

5. Shall not produce agricultural crops on the easement area, except as provided in the Conservation Plan approved by the State for wildlife management purposes. Interim land uses established prior to the recording of this easement and in accordance with the Agreement for Conservation Easement, may be continued without violating this Easement.
6. Shall not remove or harvest any trees on the easement area, except as provided in the state approved Conservation Plan for forest management and wildlife habitat improvement purposes.
7. Shall not graze livestock on the easement area. Interim grazing land use established in accordance with the Agreement for Conservation Easement will not be a violation of this Easement.
8. Shall not place any materials, substances or objects, nor erect or construct any type of structure, temporary or permanent, on the easement area except as provided in the Conservation Plan.
9. Shall be responsible for weed control by complying with noxious weed control laws and emergency control of pests necessary to protect the public health on the easement area.
10. Shall not alter wildlife habitat, natural features, the vegetative cover, or other conservation practices on the easement area as described in the Conservation Plan, without the prior written approval of the State.
11. Shall not allow vehicular traffic on the easement area except as necessary to inspect or conduct maintenance or repair of conservation practices
12. Shall be responsible for the restoration of the easement area to the condition described in the Conservation Plan after any lawful installation, repair, improvement or inspection necessary to maintain a public or legal private drainage system or public utility system.
13. Shall be prohibited from using any of the land within the easement area for mitigative purposes unless specifically noted otherwise herein as the State intends to use all lands within the easement area that qualify for wetland credits to mitigate wetland losses that result from public road projects.
14. Shall notify the State in writing of the names and addresses of the new owners within 30 days after the conveyance of all or part of the title or interest in the land described herein.
15. Shall pay when due all taxes and assessments, if any, that may be levied against the easement area.
16. Shall undertake the protection and management of the easement area in accordance with the conditions set forth in this Easement.
17. Other provisions: None.

FURTHER, this Easement shall be enforceable by the State as provided in Minn. Stat. Sec. 103F.515, Subd. 9, and/or by such other relief as may be authorized by law. Any ambiguities in this Easement shall be construed in a manner which best effectuates the purposes of protecting soil, improving water quality, and enhancing fish and wildlife habitat.

IN WITNESS WHEREOF, the Grantors have caused this Easement to be duly executed.

GRANTOR(S) SIGNATURE(S) AND ACKNOWLEDGMENT

Willard W. Exsted  
Willard W. Exsted

Sheryl E. Exsted  
Sheryl E. Exsted

STATE OF MINNESOTA )  
COUNTY OF MCLEOD )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 2014

by Willard W. Exsted and Sheryl E. Exsted, husband and wife.  
(Notary Stamp or Seal)



Notary Signature [Signature]  
Commission expires on 01/31/2018

Instrument Drafted By: Board of Water and Soil Resources  
520 Lafayette Rd.  
St. Paul, MN 55155

# CERTIFICATE OF SURVEY

## Legal Description

That part of the West Half of Section 29, Township 117 North, Range 30 West, lying East of the right-of-way of Yacht Avenue and North of the right-of-way of 200th Street, Excepting therefrom the following described parcels:

### Exception Parcel 1

Commencing at the Northwest Corner of the Northwest Quarter of said Section 29; thence South, assumed bearing, along the West line of said Northwest Quarter 1178.45 feet, to the point of beginning of the tract to be described; thence East 762.00 feet; thence South 686.00 feet; thence West 762.00 feet to said West line; thence North, along said West line, 686.00 feet, to the point of beginning.

### Exception Parcel 2

The East 17 acres of the Northeast Quarter of the Southwest Quarter of said Section 29.

### Exception Parcel 3

Commencing at the Southeast corner of the Southwest Quarter of said Section 29; thence West, assumed bearing, along the South line of said Southwest Quarter a distance of 1123.31 feet, to the point of beginning of the land to be described; thence continuing West along said South line a distance of 33.44 feet; thence North 9 degrees 20 minutes 00 seconds West, 784.93 feet; thence West 240.03 feet; thence North 541.93 feet to the North line of the Southwest Quarter of said Southwest Quarter; thence Easterly 201.15 feet along said North line to the Northeast corner of said Southwest Quarter of the Southwest Quarter; thence Northerly 151.36 feet along the West line of the Northeast Quarter of said Southwest Quarter; thence East 433.30 feet; thence South 693.20 feet; thence West 361.53 feet to a point bearing North 9 degrees 20 minutes 00 seconds West from the point of beginning; thence South 9 degrees 20 minutes 00 seconds East 784.93 feet, to the point of beginning.

### Exception Parcel 4

Beginning at the southwest corner of the Southwest Quarter of said Section 29; thence South 89 degrees 39 minutes 06 seconds East, assumed bearing, along the south line of said Southwest Quarter 464.00 feet; thence North 00 degrees 20 minutes 54 seconds East 94.00 feet; thence North 53 degrees 39 minutes 42 seconds West 455.36 feet; thence North 89 degrees 24 minutes 18 seconds West 94.00 feet to the west line of said Southwest Quarter; thence South 00 degrees 35 minutes 42 seconds West, along said west line 362.00 feet to the point of beginning.

### Exception Parcel 5

Commencing at the southwest corner of the Southwest Quarter of said Section 29; thence North 00 degrees 35 minutes 42 seconds East, assumed bearing, along the west line of said Southwest Quarter 1856.00 feet to the point of beginning of the land to be described; thence continuing North 00 degrees 35 minutes 42 seconds East, along said west line 33.00 feet; thence South 89 degrees 24 minutes 18 seconds East 197.00 feet; thence North 65 degrees 24 minutes 58 seconds East 255.50 feet; thence North 39 degrees 31 minutes 27 seconds East 91.93 feet; thence North 00 degrees 35 minutes 42 seconds East 274.00 feet; thence South 89 degrees 24 minutes 18 seconds East 160.00 feet; thence South 00 degrees 35 minutes 42 seconds West 415.00 feet; thence North 89 degrees 24 minutes 18 seconds West 288.00 feet; thence South 65 degrees 24 minutes 58 seconds West 169.75 feet to the intersection with a line bearing South 89 degrees 24 minutes 18 seconds East from the point of beginning; thence North 89 degrees 24 minutes 18 seconds West 204.37 feet to the point of beginning.

Job No. 14171  
Book P-417 Pg 1

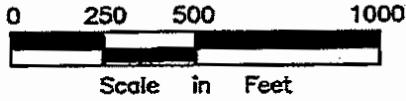
STATE OF MINNESOTA  
BOARD OF WATER AND SOIL RESOURCES  
CONSERVATION EASEMENT

PELLINEN LAND SURVEYING, INC  
P O BOX 35  
HUTCHINSON MN 55350  
Phone (320) 587-4789 Fax (320) 587-3752  
email: jrausch@hutchtel.net



# CERTIFICATE OF SURVEY

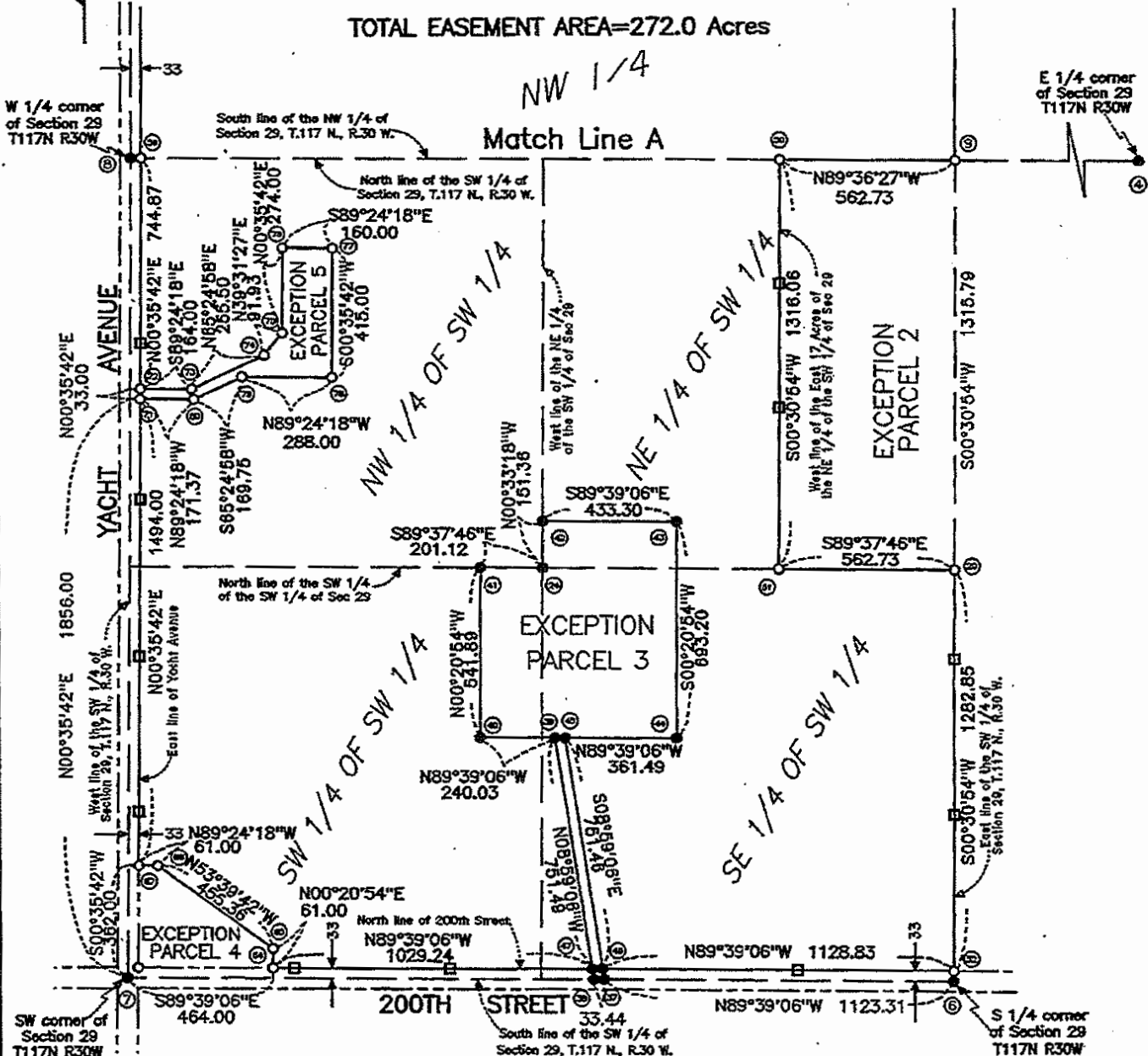
Easement No. 43-01-13-05



The orientation of the bearings shown on this survey are based on the McLeod County Coordinate System NAD 83, 1996 Adjustment.

- Denotes iron monument found
- Denotes 1/2 inch by 16 inch iron pipe set marked by License No. 24329.
- ⊙ Denotes point number for X & Y coordinate (see Sheet 4 of 4 Sheets)
- Future iron pipe & sign post location

TOTAL EASEMENT AREA=272.0 Acres



Note: Township Road Easements recorded as Document No. 330187 in McLeod County Recorders office.

Job No. 14171  
Book P-417 Pg 1

STATE OF MINNESOTA  
BOARD OF WATER AND SOIL RESOURCES  
CONSERVATION EASEMENT

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Phone (320) 587-4789 Fax (320) 587-3752  
email: jrausch@hutchtel.net

# CERTIFICATE OF SURVEY

Coordinate Point listing for Property Corners, in feet

Pt No	Northing	Easting
1	269683.99	539433.53
2	269664.91	542081.46
4	267014.50	544721.43
6	264401.17	542034.15
7	264417.31	539378.78
8	267050.92	539406.13
9	267032.75	542057.80
24	265725.54	540719.21
31	268505.60	539421.27
32	268497.67	540183.23
33	267811.71	540176.09
34	267819.64	539414.13
35	268505.26	539454.26
36	267819.29	539447.13
37	264408.00	540910.86
38	264408.20	540877.42
39	265183.50	540754.83
40	265184.96	540514.80
41	265726.84	540518.10
42	265876.89	540720.68
43	265874.26	541153.97
44	265181.07	541149.76
45	265183.27	540788.28
46	264441.03	540905.63
47	264441.23	540872.19
50	267036.61	541495.09
51	265720.80	541483.26
52	264434.16	542034.44
55	269683.75	539466.53
56	267050.69	539439.13
64	264447.49	539842.97
65	264508.49	539843.34
66	264778.32	539476.54
67	264778.95	539415.54
71	266272.87	539431.05
72	266305.87	539431.40
73	266304.16	539595.39
74	266410.46	539827.73
75	266481.37	539886.24
76	266755.36	539889.08
77	266753.70	540049.07
78	266338.72	540044.76
79	266341.71	539756.78
80	266271.09	539602.41


## COORDINATE SYSTEM

McLeod County Coordinate System

North American Datum of 1983

(1996 Adjustment)

I hereby certify that this Survey, Plan or Report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

  
Jeffrey R. Rausch

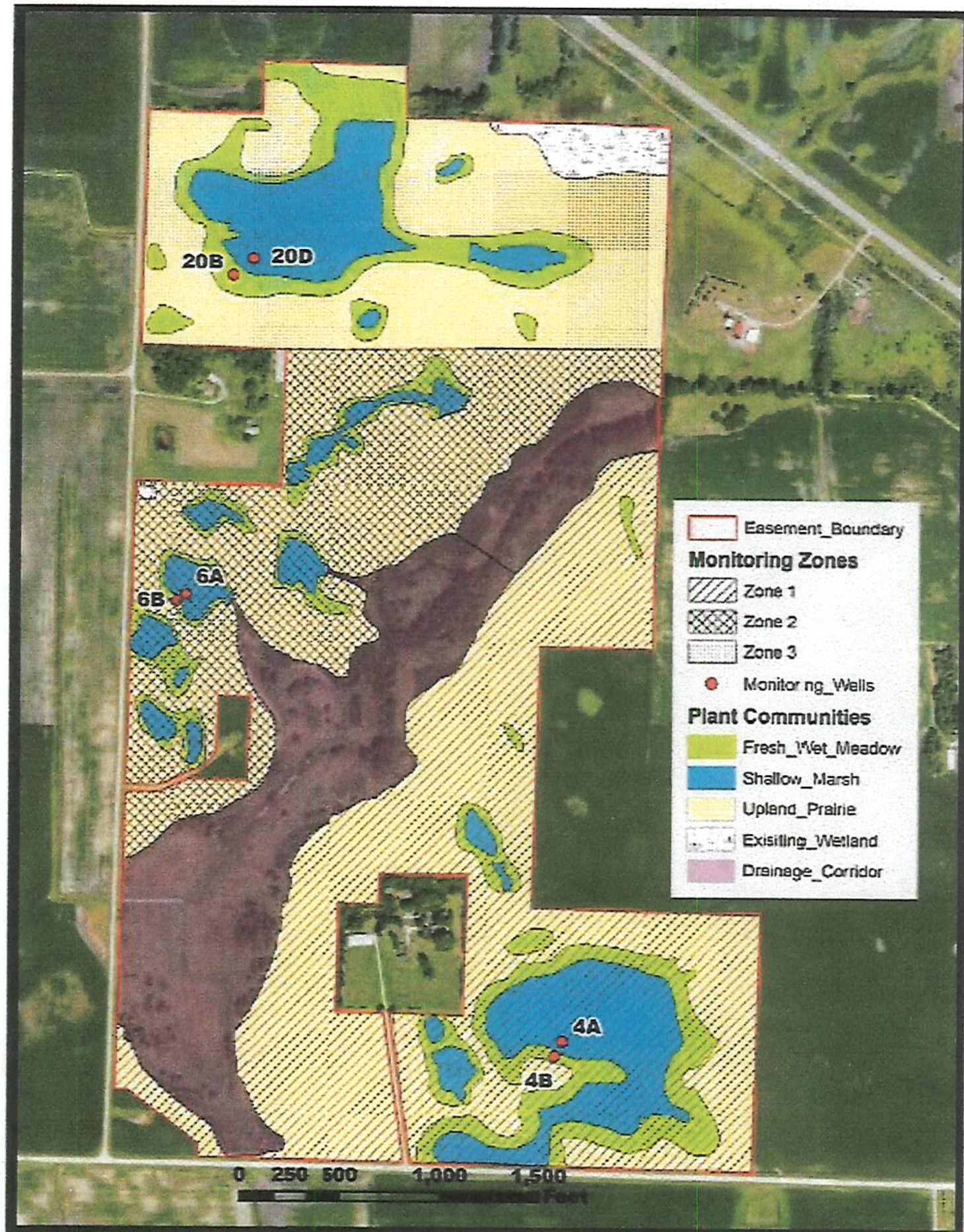
Date: Dec 2, 2014 Lic. No. 24229

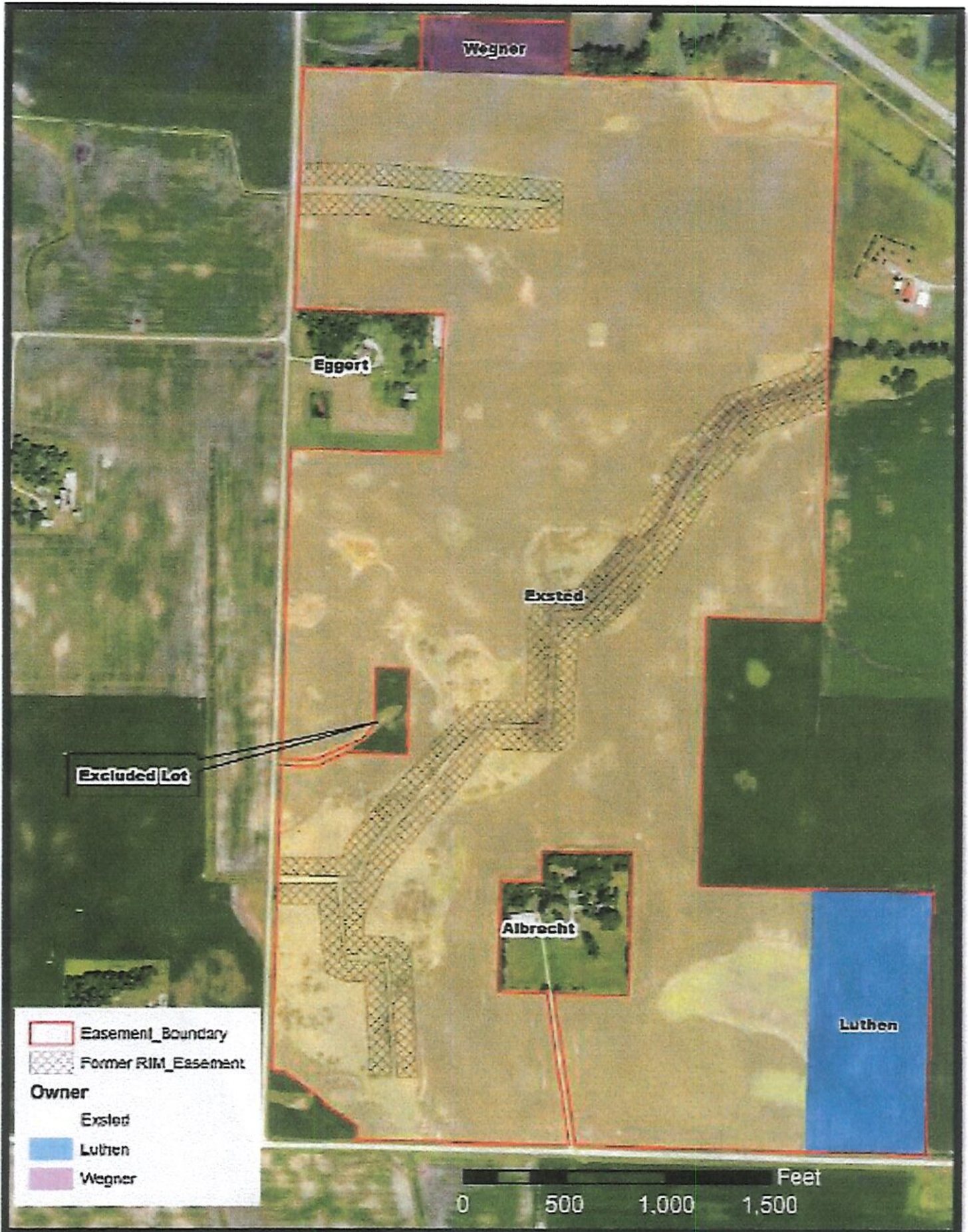
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STATE OF MINNESOTA  
BOARD OF WATER AND SOIL RESOURCES  
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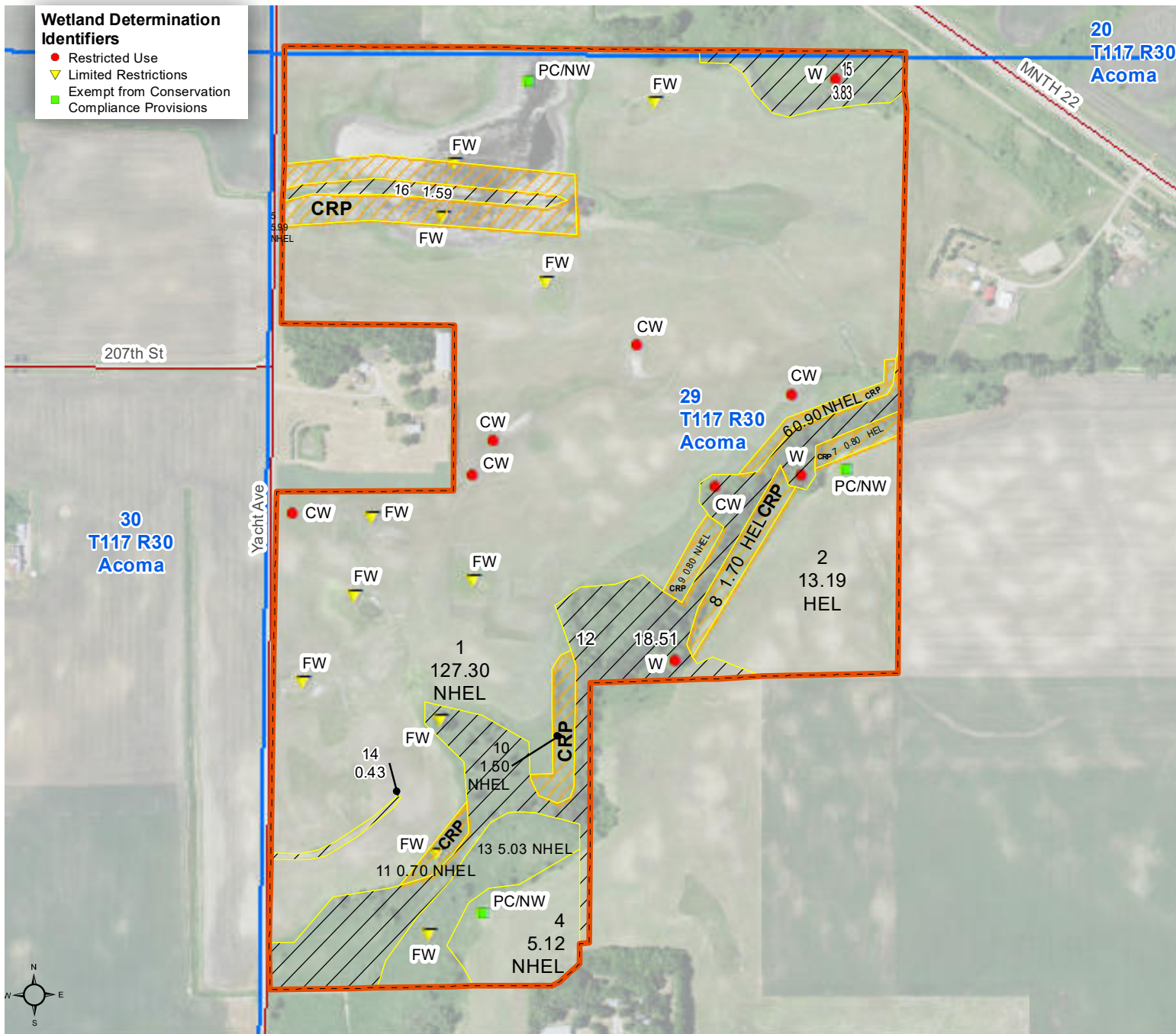






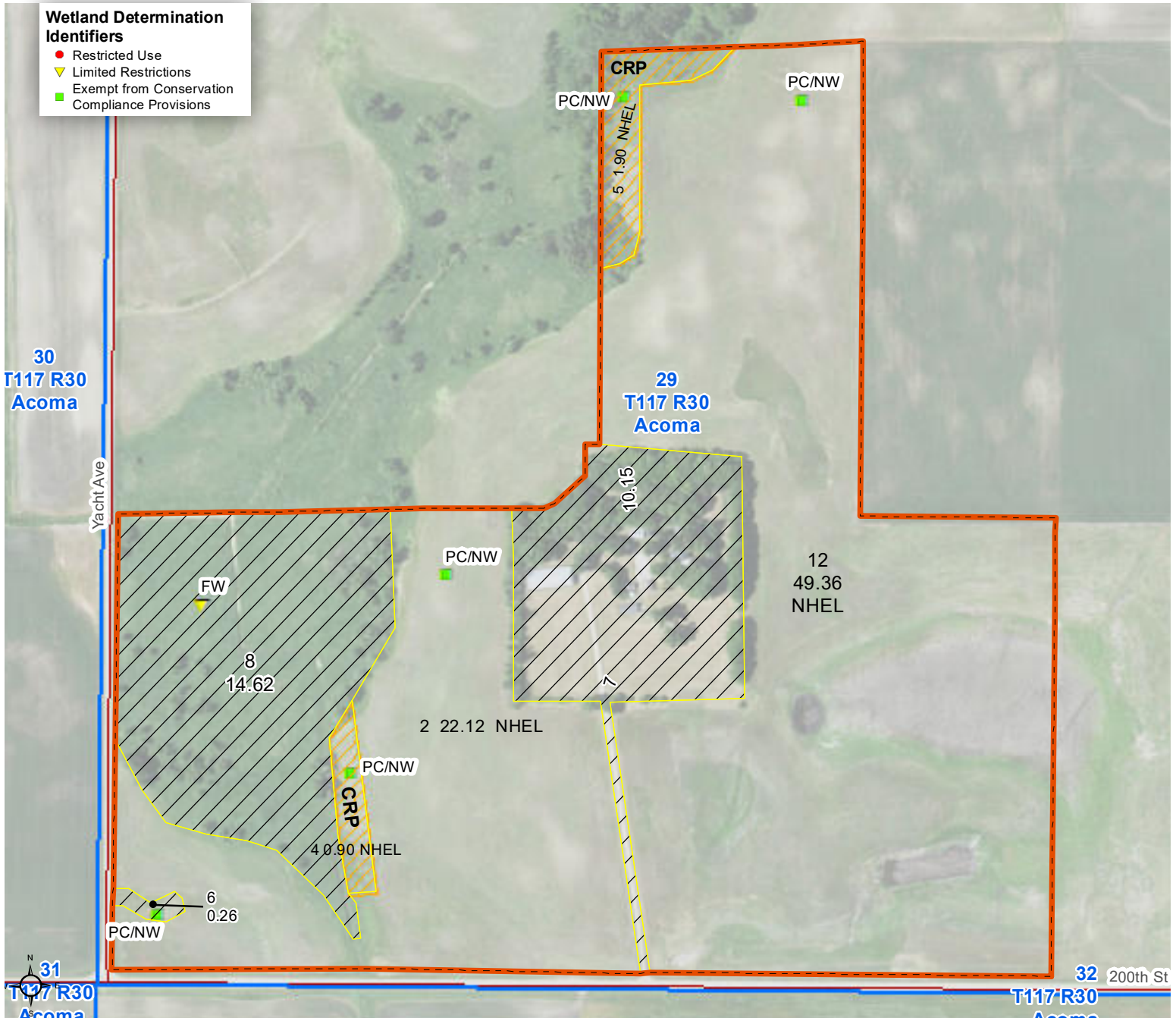
Wetland Determination Identifiers

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



Wetland Determination Identifiers

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



**Tract Number** : 9345  
**Description** : NWSW&NW(29)ACOMA  
**FSA Physical Location** : MINNESOTA/MCLEOD  
**ANSI Physical Location** : MINNESOTA/MCLEOD  
**BIA Unit Range Number** :  
**HEL Status** : HEL field on tract.Conservation system being actively applied  
**Wetland Status** : Tract contains a wetland or farmed wetland

MINNESOTA  
 MCLEOD  
 Form: FSA-156EZ



United States Department of Agriculture  
 Farm Service Agency

**Abbreviated 156 Farm Record**

**FARM : 7702**  
**Prepared :** 5/20/22 7:31 AM  
**Crop Year :** 2022

**Tract 9345 Continued ...**

**WL Violations** : Wetland converted between December 23, 1985 and November 28, 1990  
**Owners** : WILLARD EXSTED, SHERYL E EXSTED  
**Other Producers** : None  
**Recon ID** : None

**Tract Land Data**

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
187.39	163.03	163.03	0.00	0.00	12.39	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	150.64	0.00	0.00	0.00	0.00	0.00

**DCP Crop Data**

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	142.90	0.00	172
Soybeans	5.60	0.00	45
<b>TOTAL</b>	<b>148.50</b>	<b>0.00</b>	

**NOTES**



**TRACT 2**



**TRACT 2**

MINNESOTA  
 MCLEOD  
 Form: FSA-156EZ



United States Department of Agriculture  
 Farm Service Agency

FARM : 7702  
 Prepared : 5/20/22 7:31 AM  
 Crop Year : 2022

Abbreviated 156 Farm Record

**Tract Number** : 10747

**Description** : SW4 Sec. 29 Acoma

**FSA Physical Location** : MINNESOTA/MCLEOD

**ANSI Physical Location** : MINNESOTA/MCLEOD

**BIA Unit Range Number** :

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

**Wetland Status** : Tract contains a wetland or farmed wetland

**WL Violations** : None

**Owners** : WILLARD EXSTED

**Other Producers** : None

**Recon ID** : 27-085-2020-19

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
99.31	74.28	74.28	0.00	0.00	2.80	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	71.48	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	40.39	0.00	172
Soybeans	31.08	0.00	45
<b>TOTAL</b>	<b>71.47</b>	<b>0.00</b>	



TRACT 2



TRACT 2



DATE: \_\_\_\_\_

Received of \_\_\_\_\_

Whose address is \_\_\_\_\_

SS# \_\_\_\_\_ Phone# \_\_\_\_\_ the sum of \_\_\_\_\_ in the form of \_\_\_\_\_

as earnest money deposit and in part payment of the purchase of real estate sold by Auction and described as follows: \_\_\_\_\_

This property the undersigned has this day sold to the BUYER for the sum of \_\_\_\_\_ \$ \_\_\_\_\_

Earnest money hereinafter accepted for \_\_\_\_\_ \$ \_\_\_\_\_

Balance to be paid as follows \_\_\_\_\_ In cash at closing \_\_\_\_\_ \$ \_\_\_\_\_

1. Said deposit to be placed in the Steffes Group, Inc. Trust Account until closing, BUYER'S default, or otherwise as agreed in writing by BUYER and SELLER. By this deposit BUYER acknowledges purchase of the real estate subject to Terms and Conditions of this contract, subject to the Terms and Conditions of the Buyer's Prospectus, and agrees to close as provided herein and therein. BUYER acknowledges and agrees that the amount of the deposit is reasonable; that the parties have endeavored to fix a deposit approximating SELLER'S damages upon BUYER'S breach; that SELLER'S actual damages upon BUYER'S breach may be difficult or impossible to ascertain; that failure to close as provided in the above referenced documents will result in forfeiture of the deposit as liquidated damages; and that such forfeiture is a remedy in addition to SELLER'S other remedies.

2. Prior to closing, SELLER at SELLER'S expense and election shall furnish to Buyer either: (i) an abstract of title updated to a current date, or (ii) an ALTA title insurance commitment for an owner's policy of title insurance in the amount of the purchase price. Seller shall provide good and marketable title. Zoning ordinances, building and use restrictions and reservations in federal patents and state deeds, existing tenancies, easements and public roads shall not be deemed encumbrances or defects.

3. If the SELLER'S title is not insurable or free of defects and cannot be made so within sixty (60) days after notice containing a written statement of defects is delivered to SELLER, then said earnest money shall be refunded and all rights of the BUYER terminated, except that BUYER may waive defects and elect to purchase. However, if said sale is approved by the SELLER and the SELLER'S title is marketable and the buyer for any reason fails, neglects, or refuses to complete purchase, and to make payment promptly as above set forth, then the SELLER shall be paid the earnest money so held in escrow as liquidated damages for such failure to consummate the purchase. Payment shall not constitute an election of remedies or prejudice SELLER'S rights to pursue any and all other remedies against BUYER, included, but not limited to specific performance. Time is of the essence for all covenants and conditions in this entire agreement.

4. Neither the SELLER nor SELLER'S AGENT make any representation of warranty whatsoever concerning the amount of real estate taxes or special assessments, which shall be assessed against the property subsequent to the date of purchase.

5. State Taxes: SELLER agrees to pay \_\_\_\_\_ of the real estate taxes and installment of special assessments due and payable in \_\_\_\_\_ BUYER agrees to pay \_\_\_\_\_ of the real estate taxes and installments and special assessments due and payable in \_\_\_\_\_ SELLER warrant taxes for \_\_\_\_\_ are Homestead, \_\_\_\_\_ Non-Homestead. SELLER agrees to pay the State Deed Tax.

6. Other fees and taxes shall be paid as set forth in the attached Buyer's Prospectus, except as follows: \_\_\_\_\_

7. The property is to be conveyed by \_\_\_\_\_ deed, free and clear of all encumbrances except in special assessments, existing tenancies, easements, reservations and restrictions of record.

8. Closing of the sale is to be on or before \_\_\_\_\_, Possession will be at closing.

9. This property is sold AS IS, WHERE IS, WITH ALL FAULTS. BUYER is responsible for inspection of the property prior to purchase for conditions including but not limited to water quality, seepage, septic and sewer operation and condition, radon gas, asbestos, presence of lead based paint, and any and all structural or environmental conditions that may affect the usability or value of the property. Buyer's inspection shall be performed at Buyer's sole cost and expense. Buyer hereby indemnifies Seller for any damage to the property as a result of Buyer's inspections.

10. The contract, together with the Terms and Conditions of the Buyer's Prospectus, contain the entire agreement and neither party has relied upon any oral or written representations, agreements, or understanding not set forth herein, whether made by agent or party hereto. This contract shall control with respect to any provisions that conflict with or are inconsistent with the attached Buyer's Prospectus or any announcements made at auction.

11. Other conditions: Subject to easements, reservations and restrictions of record, existing tenancies, public roads and matters that a survey may show. Seller and Seller's agent DO NOT MAKE ANY REPRESENTATIONS OR ANY WARRANTIES AS TO MINERAL RIGHTS, TOTAL ACREAGE, TILLABLE ACREAGE OR BOUNDARY LOCATION.

12. Any other conditions: \_\_\_\_\_

13. Steffes Group, Inc. stipulates they represent the SELLER in this transaction.

Buyer: \_\_\_\_\_  
\_\_\_\_\_

Seller: \_\_\_\_\_  
\_\_\_\_\_

Steffes Group, Inc.

Seller's Printed Name & Address:

\_\_\_\_\_

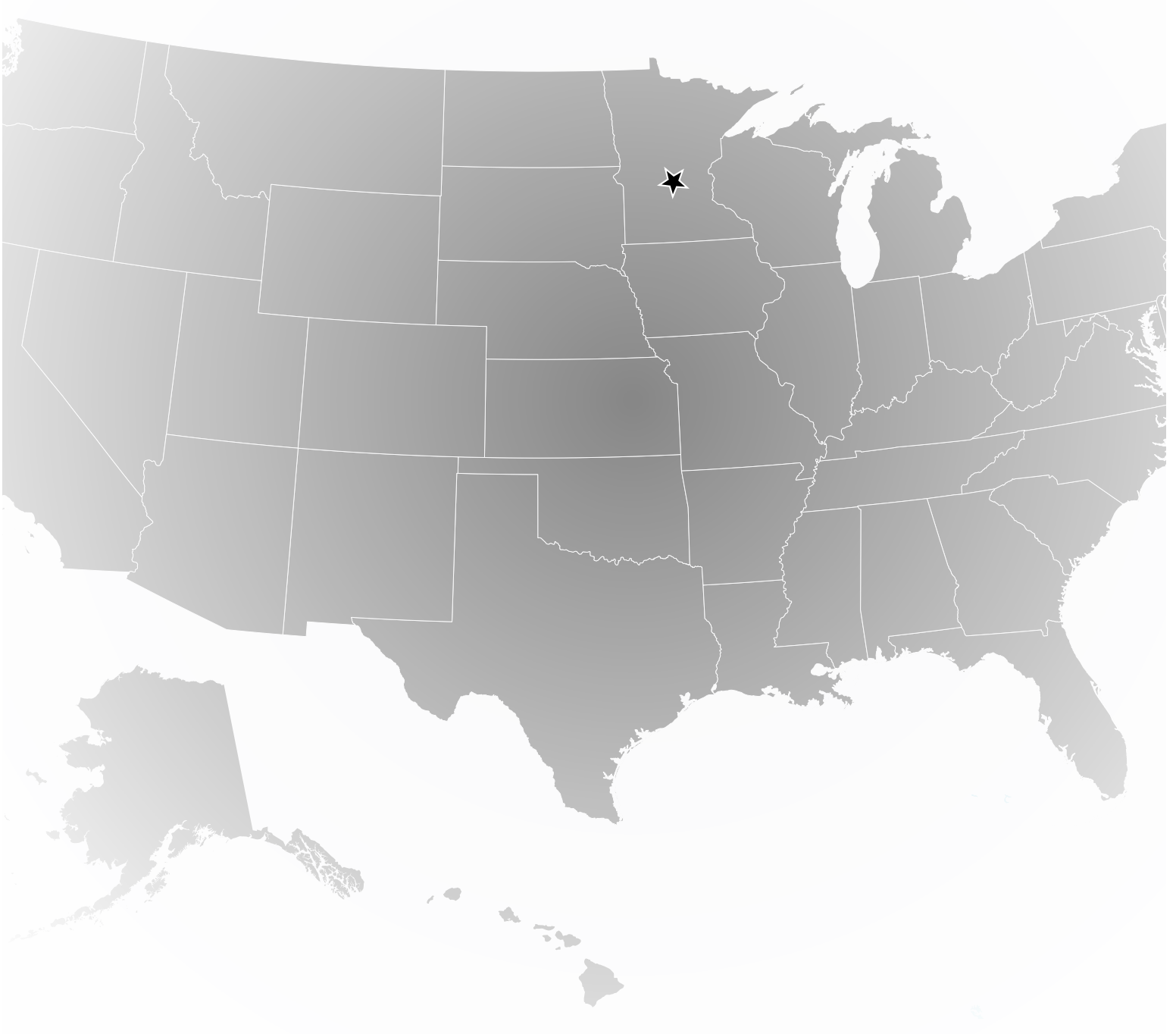
\_\_\_\_\_

SteffesGroup.com

Drafted By:  
Saul Ewing Arnstein & Lehr LLP



# McLeod County, Minnesota



SteffesGroup.com | 320.693.9371  
24400 MN Hwy 22 South, Litchfield, MN 55355