

LAC QUI PARLE COUNTY  
MINNESOTA

Opens: Thursday, August 25 | 8AM

Closes: Thursday, September 1 | 3PM <sup>CST</sup> 2022

# LAND AUCTION

Timed Online



**62± Acres**

*Lac qui Parle Township*

**Auctioneer's Note:** Join Steffes Group on September 1st for the opportunity to purchase an exceptional recreational property. Wildlife is plentiful and proximity to the Big Stone National Wildlife Refuge make this wetland property a dream for the discerning sports person in search of private land of their own.



📍 From Bellingham, MN, 6.1 miles west on Co Hwy 30, 4.0 miles north on Co Hwy 7, .4 miles east on Co Rd 72. 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

**Contact Scott Gillespie 320-760-3066 or Curt Gillespie 320-760-4567.**

**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 Thursday, August 25 and will end at 3PM on Thursday, September 1, 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: Monday, October 3, 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: To be paid by seller.**

- 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.

### August 2022

S	M	T	W	TH	F	S
14	15	16	17	18	19	20
21	22	23	24	Opens 25	26	27
28	29	30	31			

### September 2022

				Closes 1	2	3
4	5	6	7	8	9	10

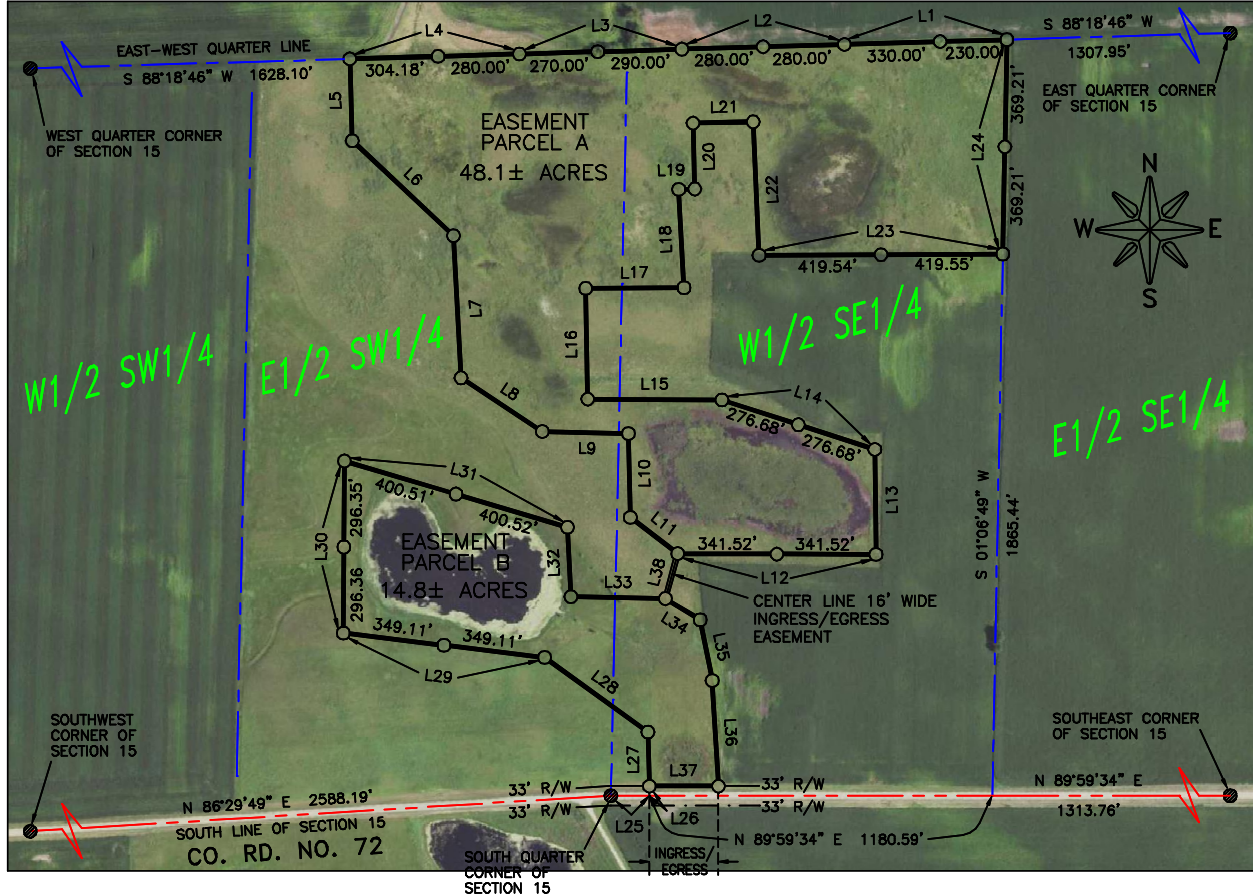


**LAND LOCATED:** From Bellingham, MN, 6.1 miles west on Co Hwy 30, 4.0 miles north on Co Hwy 7, .4 miles east on Co Rd 72. Land is located on the north side of the road.

• See page 10 for Perpetual Wetland Easement

EASEMENT NO: 37-01-21-05

**CERTIFICATE OF SURVEY**



**LEGEND**

- ⊙ = FOUND CORNER MONUMENT
- = SET 1/2" REBAR WITH CAP STAMPED "RLS 19092"

SCALE: 1" = 600'



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 88°18'46" W	560.00'	L20	N 01°29'58" W	227.00'
L2	S 88°18'46" W	560.00'	L21	N 88°50'27" E	206.71'
L3	S 88°18'46" W	560.00'	L22	S 02°33'55" E	459.98'
L4	S 88°18'46" W	584.18'	L23	N 89°42'30" E	839.09'
L5	S 01°48'46" E	281.47'	L24	N 01°06'49" E	738.42'
L6	S 46°46'55" E	477.40'	L25	N 89°59'34" E	133.17'
L7	S 03°02'20" E	490.32'	L26	N 00°00'26" W	33.00'
L8	S 56°35'26" E	335.99'	L27	N 01°37'38" W	186.27'
L9	S 88°40'06" E	296.39'	L28	N 54°08'06" W	438.68'
L10	S 01°21'13" E	288.79'	L29	N 83°07'28" W	698.22'
L11	S 52°28'48" E	205.24'	L30	N 00°21'58" E	592.71'
L12	S 89°47'50" E	683.04'	L31	S 73°28'17" E	801.03'
L13	N 00°37'18" W	361.41'	L32	S 02°48'10" E	239.72'
L14	N 72°03'21" W	553.36'	L33	S 88°53'38" E	325.65'
L15	N 89°38'11" W	462.18"	L34	S 58°37'47" E	140.30'
L16	N 01°05'09" W	381.14"	L35	S 11°12'43" E	213.59'
L17	N 89°33'40" E	338.53'	L36	S 03°21'27" E	363.93'
L18	N 03°04'52" W	338.98'	L37	S 89°59'34" W	237.67'
L19	N 88°30'38" E	55.71"	L38	N 15°15'41" E	160.16'

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.

Signature: Roy Marihart Typed or Printed Name: Roy Marihart

Date July 16, 2021 Lic. No. 19092

Landowner Paul Strong

Roy Marihart  
Marihart Surveying, P.A.

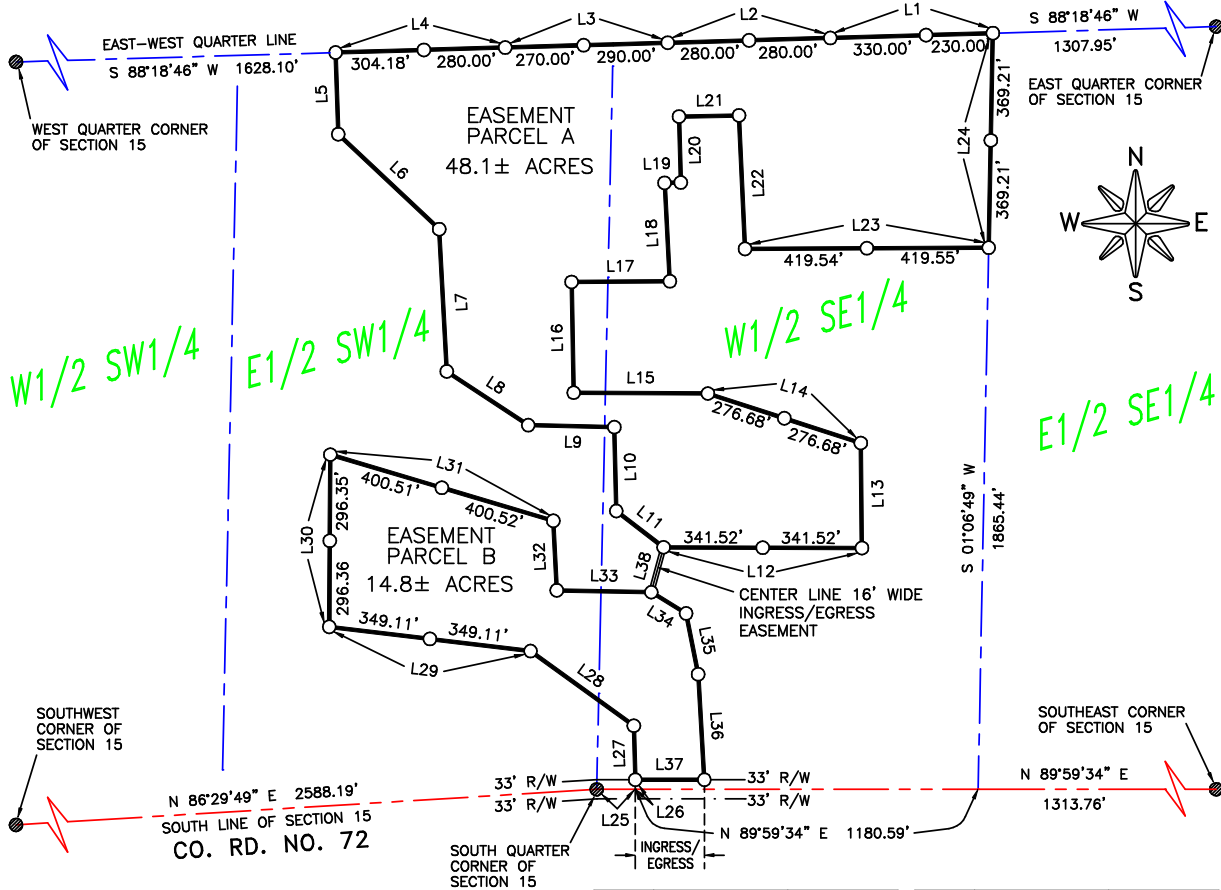
3510 260th St. July 16, 2021

Dawson, MN 56232 320-752-4491 Date

Total Acres: 62.19± • PID #: 44-0067-000 (That part of, new legal & PID# to be assigned)  
 Description: Sect-15 Twp-120 Range-46 • 2022 Taxes: \$3,926 (For entire land. New tax amount TBD)

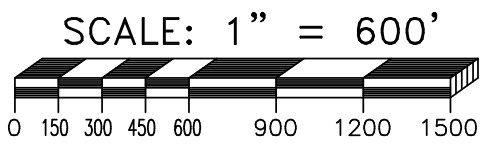
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CERTIFICATE OF SURVEY



W1/2 SW1/4 E1/2 SW1/4 W1/2 SE1/4 E1/2 SE1/4

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Landowner Paul Strong

Roy Marihart  
 Marihart Surveying, P.A.  
 3510 260th St.  
 Dawson, MN 56232 320-752-4491

July 16, 2021  
 Date



Seller is willing to include an option to sell a few additional acres not covered by the wetland easement to provide a building site, additional access opportunities or possible food plot acres at an additional cost.



**Lac qui Parle County**

County Auditor-Treasurer  
600 6th St., Suite 5  
Madison, MN 56256  
Phone: (320)598-3648

(320)598-3648

**Property ID: 44-0067-000**

Owner: STRONG, PAUL R LIVING TRUST

**Taxpayer(s):**

TAXPAYER # 17443  
STRONG, PAUL R LIVING TRUST  
PO BOX 275  
ORTONVILLE MN 56278

**Property Description:**

YELLOW BANK TWP  
SEC:15 TWP:120.0 RG:46 LOT: BLK: ACRES: 160.00  
W1/2SE1/4 & E1/2SW1/4

**2022 Property Tax Statement**

		VALUES & CLASSIFICATION	
		Taxes Payable Year: 2021 2022	
STEP <b>1</b>	Estimated Market Value:	781,300	783,600
	Homestead Exclusion:		
	Taxable Market Value:	781,300	783,600
	New Improvements/ Expired Exclusions:		
	Property Classification:	AG NON-HSTD	AG NON-HSTD
Sent in March 2021			
STEP <b>2</b>	<b>PROPOSED TAX</b>		
	Proposed Tax:(excluding special assessments) Sent in November 2021		3,910.00
STEP <b>3</b>	<b>PROPERTY TAX STATEMENT</b>		
	First-half Taxes: May 16		1,963.00
	Second-half Taxes: November 15		1,963.00
	Total Taxes Due in 2022:		3,926.00

**\$\$\$**

*You may be eligible for one or even two refunds to reduce your property tax.*

**REFUNDS?** *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're eligible for a property tax refund. File by August 15. If box is checked, you owe delinquent taxes and are not eligible.	<input type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		
<b>PROPERTY TAX AND CREDITS</b>		
3. Property tax before credits	4,209.44	4,257.51
4. Credits that reduce property taxes:		
A. Agricultural and rural land credits	353.44	331.51
B. Taconite tax relief		
C. Other credits		
5. Property tax after credits	3,856.00	3,926.00
<b>PROPERTY TAX BY JURISDICTION</b>		
6. County	2,538.15	2,621.86
7. City or Town	682.87	674.42
8. State General Tax		
9. School District: A. Voter approved levies	97.74	76.13
2903 B. Other local levies	371.92	355.29
10A. Special taxing district	165.32	198.30
B. Tax increment		
C. Fiscal disparity		
11. Non-school voter approved referenda levies		
12. Total property tax before special assessments	3,856.00	3,926.00
<b>SPECIAL ASSESSMENTS</b>		
13A.		
B.		
C.		
14. Total property tax and special assessments	3,856.00	3,926.00

ISSUED: 03/22/2022



FARM: 5345

Minnesota

U.S. Department of Agriculture

Prepared: 7/26/22 1:13 PM

Big Stone

Farm Service Agency

Crop Year: 2022

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.

## Operator Name

KARELS, SCOTT JOHN

## Farm Identifier

## Farms Associated with Operator:

581

ARC/PLC G//F Eligibility: Eligible

Transferred From: 27073 - 0000023

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
151.67	147.62	147.62	0.0	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	147.62	0.0	0.0	0.0				

## ARC/PLC

PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
WHEAT	CORN , SOYBN	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction	HIP
WHEAT	35.6	35	0.00	
CORN	20.4	168	0.00	0
SOYBEANS	43.7	38	0.00	0
<b>Total Base Acres:</b>	99.7			

Tract Number: 6210 Description 120-46 W2SE4,E2SW4 (15) YB

FSA Physical Location : Lac qui Parle, MN

ANSI Physical Location: Lac qui Parle, MN

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
151.67	147.62	147.62	0.0	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	147.62	0.0	0.0	0.0		

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	35.6	35	0.00
CORN	20.4	168	0.00
SOYBEANS	43.7	38	0.00





Big Stone County, Minnesota

Farm 5345

Tract 6210

2021 Program Year

Map Created April 26, 2021



- 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
- CRP
- Tract Boundary

Wetland Determination Identifiers

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

Tract Cropland Total: 147.62 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 2019 NAIP imagery.



DOCUMENT NO. 255976  
 OFFICE OF COUNTY RECORDER \$46.00  
 LAC QUI PARLE COUNTY, MN Pg 1 of 9  
 This instrument was duly filed/recorded  
 in my office on 1/3/2022 at 1:51:08 PM

Lori Schwendemann, Lac qui Parle County Recorder

By Wendy Voorhees Chief Deputy  
 Wendy Voorhees



(Above Space is Reserved for Recording Information)

**PERPETUAL CONSERVATION EASEMENT  
 FOR WETLAND BANK**

**BWSR Easement No. 37-01-21-05**

**Grantor(s): Paul R. Strong, Trustee under the Paul R. Strong Living Trust dated June 1, 2017, hereinafter "Grantor(s)".**

**Grantee: State of Minnesota, acting by the Board of Water and Soil Resources, hereinafter "State".**

**Location: Section 15, Township 120 N., Range 46 W., County of Lac qui Parle**

This Perpetual Conservation Easement for Wetland Bank ("Easement") is made this 29<sup>th</sup> day of November 2021, by and between the undersigned Grantor(s) and the State. The parties agree as follows:

A. This Easement is made pursuant to and in furtherance of the Wetland Conservation Act of 1991, Minn. Stat. §§ 103G.221-.2375 ("WCA"), and the rules implementing the WCA, Minn. R. ch. 8420 ("WCA Rules"), as amended, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

B. This Easement lies over and upon land legally described and identified as "Easement Parcel(s)" in the attached Certificate of Survey, which is incorporated herein by this reference.

C. Such Easement Parcel(s) are the subject of a wetland mitigation plan dated 3/2/2021 and as amended thereafter ("Plan"), prepared in accordance with Minn. R. 8420.0700-.0755. The Plan includes, but is not limited to, all executed forms provided to Grantor(s) by the State, supporting maps, engineering plans and drawings, the monitoring plan, the vegetation establishment plan, the management plan, and the facilities maintenance plan, where applicable. The local government unit ("LGU") charged under the WCA with approving the Plan is Lac qui Parle – Yellow Bank Watershed District. A complete copy of the Plan is on file with the LGU at the following address: 600 6th Street Suite #7, Madison, MN 56256.

D. The WCA is administered by the State.



E. The term "Grantor(s)" includes all fee owners of the Easement Parcel(s). **The Grantor(s), and successor fee owner(s), are jointly and severally responsible for complying with the terms of this Easement, and for payment of costs associated with it.**

F. Banking applicant(s) that are not fee owner(s) of the Easement Parcel(s) are responsible with fee owner(s) for preservation of the banked wetland's functions. Further, they are jointly and severally responsible for success of the banking project according to the approved banking plan and for maintaining the banking project according to the conditions of this Easement. However, non-fee owner applicant(s) are not responsible for maintenance after the monitoring requirements have been completed if they no longer own credits associated with the banked wetland. Where applicable, non-fee owner applicant(s) have acknowledged these responsibilities in a Wetland Banking Plan Applicant (Non-Fee Owner) Acknowledgment form attached hereto and incorporated herein by this reference.

G. This Easement and the duties and restrictions contained herein shall run with the land.

H. This Easement pertains to both wetlands and uplands within the Easement Parcel(s).

I. Pursuant to Minn. Stat. § 103G.222, subd. 1(h), once wetlands are restored or created as a result of an approved replacement plan, the Easement Parcel(s) are no longer eligible for the exemptions set forth in Minn. Stat. § 103G.224.

J. All references in this Easement to Minnesota Statutes and to Minnesota Rules are to the statutes and rules currently in effect, and as amended or renumbered in the future.

K. The purpose of this Easement is to maintain and improve the ecological values of the Easement Parcel(s) through the means identified in the Plan, and to preserve the Easement Parcel(s) in a natural condition in perpetuity.

**IN ADDITION, THE GRANTOR(S), FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT THAT THEY:**

1. Shall maintain wetlands and upland buffers within the Easement Parcel(s), as specified in the Plan approved by the LGU and on file at its offices. Wetland and upland buffer areas shall generally be the size and type specified in the Plan or as approved by the LGU or any federal agency with jurisdiction over the Easement Parcel(s), based on information obtained through monitoring or site inspections after completion of the activities specified in the Plan. Grantor(s) shall not make any use of the Easement Parcel(s) that would adversely affect any of the functions or values of the area. Those functions and values are identified in Minn. R. 8420.0522, subp. 1 and the Plan.

2. Shall pay the costs of maintenance, repairs, and reconstruction of wetlands and upland buffers within the Easement Parcel(s), which the LGU or State may deem necessary to comply with the specifications for Easement Parcel(s) in the Plan. The Grantor's obligations under this paragraph include the payment of any lawful taxes or assessments on the Easement Parcel(s).



3. Shall maintain visible monuments such as signs, numbered fence posts or survey posts at prominent locations along the boundary of the Easement Parcel(s) in accordance with the approved Plan. If numbered fence posts are used, the Plan must contain a survey or scaled drawing of the property corresponding to fence post numbering. Posts must be at least four (4) feet high and notably visible on the landscape. If signs are used, such signs must have a surface area of at least one quarter (¼) square feet, be mounted on a fence post at least four (4) feet above ground, and display the phrase: "Conservation Easement Boundary – Land Protected by Minnesota Board of Water and Soil Resources Wetland Bank Easement – Landowner Permission Required to Access." Such posts and signs must be made of non-degradable material.

4. Shall allow repairs and inspections necessary to maintain existing drainage systems or public utilities within the Easement Parcel(s). Repairs and inspections for existing drainage systems are subject to Minnesota Statutes chapter 103E, local rules and ordinances, and/or any applicable legal agreements. The location of the drainage system(s) and public utilities must be shown on figures or design sheets included in the Plan or provided to the LGU and State prior to the maintenance work. Grantor(s) shall be responsible for restoration of the Easement Parcel(s) to the restored condition(s) described in the Plan or to the condition(s) present immediately prior to the maintenance work as soon as site conditions allow after the maintenance activities are completed.

5. Grants to the LGU and State, and their agents and employees, a perpetual right to access the Easement Parcel(s), and an ingress and egress route over and across the Easement Parcel(s) for inspection, monitoring and enforcement purposes. Ingress and egress routes shall be over and across areas specified on the attached Certificate of Survey, or, if not specified therein, the most reasonably direct and convenient route between Easement Parcel(s) and a public road. If the Easement Parcel(s) have been used to mitigate wetland losses under the Federal Water Pollution Control Act ("FWPCA"), the U.S. Army Corps of Engineers ("USACE"), and its agents, employees and successors, are also granted a perpetual right to access, and an ingress and egress route over and across the Easement Parcel(s) for inspection, monitoring and enforcement purposes. If the Easement Parcel(s) have been used to satisfy wetland conservation compliance responsibilities for agricultural producers under federal farm programs, the Natural Resources Conservation Service ("NRCS"), and its agents, employees and successors, are also granted a perpetual right to access, and an ingress and egress route over and across the Easement Parcel(s) for inspection, monitoring and enforcement purposes. This Easement does not grant the general public access or entry to the Easement Parcel(s).

6. Acknowledge that this Easement shall be unlimited in duration, without being re-recorded. This Easement shall be deemed to be a perpetual conservation easement pursuant to Minn. Stat. ch. 84C.

7. Acknowledge that unless expressly authorized in writing by the LGU, and by federal agencies that have approved the Plan as a means of providing wetland mitigation, Grantor(s):

- (a) Shall not produce agricultural crops on the Easement Parcel(s), except that this provision does not restrict the harvest of seeds of native vegetation if only the seed-head is removed in the process of harvest and does not involve the use of vehicular, motorized equipment;
- (b) Shall not cut hay, mow vegetation, or cut timber on the Easement Parcel(s) except as allowed or prescribed in the Plan;
- (c) Shall not make any vegetative alterations on the Easement Parcel(s) that do not enhance or would degrade the ecological functions and values of Easement Parcel(s). Vegetative alterations shall be limited to those listed in the approved Plan;

- (d) Shall not graze livestock on the Easement Parcel(s);
- (e) Shall not place any materials, substances or other objects on the Easement Parcel(s), or erect or construct any type of structure, whether temporary or permanent, on the Easement Parcel(s);
- (f) Shall not allow vehicular traffic on the Easement Parcel(s) except for the purpose of implementing construction or maintenance activities specifically authorized in the Plan;
- (g) Shall not alter the topography of the Easement Parcel(s) by any means including plowing, dredging, filling, mining or drilling; and
- (h) Shall not modify the hydrology of the Easement Parcel(s) in any way or by any means, including pumping, draining, ditching, diking, impounding or diverting surface or ground water into or out of the Easement Parcel(s).

8 Acknowledge that Grantor(s) are responsible, at their cost, for weed control on the Easement Parcel(s) by complying with noxious weed control laws, and for emergency control of pests necessary to protect the public health.

9 Acknowledge that this Easement may be modified only by the joint written approval of the LGU and State. If the Easement Parcel(s) have been used to mitigate wetland losses under FWPCA, the USACE must also agree to the modification in writing and must be provided with at least 60 days' advance notice before any action is taken to void or modify this Easement, including the transfer of title to, or the establishment of any other legal claims over, the Easement Parcel(s). If the Easement Parcel(s) have been used to satisfy conservation compliance responsibilities for agricultural producers under federal farm programs, the NRCS must also agree to modification of this Easement in writing.

10 Acknowledge that this Easement may be enforced, at law or in equity, by the LGU or State. The LGU and State shall be entitled to recover an award of reasonable attorney's fees from Grantor(s) in any action to enforce this Easement. The right to enforce the terms of this Easement is not waived or forfeited by any forbearance or failure to act on the part of the LGU or State. If the Easement Parcel(s) are to be used partially or wholly to fulfill permit requirements under the FWPCA or federal farm programs, then the provisions of this Easement running to the LGU or State may also be enforced by the federal government in a court of competent jurisdiction.

11 Shall notify the State in writing of the names and addresses of new owners within 30 days after the conveyance of all or part of the title or interest in the land described herein.

12 Shall indemnify and hold harmless the State of Minnesota, its employees, agents, and assigns from any and all liabilities, claims, and any other expenses (whether legal or equitable in nature and including, without limitation, court costs, and attorneys' fees) to which the State of Minnesota may be subject or incur relating to the Easement Parcel(s), including but not limited to those which may arise from Grantor's negligent acts, omissions, or breach of any representation, warranty, or agreement contained in this Easement, or violations of any federal, state, or local laws.

• See pages 4 and 5 for easement surveys.

SIGNATURE OF GRANTOR(S)

Paul R. Strong Living Trust dated June 1, 2017

Paul R. Strong, trustee  
Paul R. Strong, Trustee

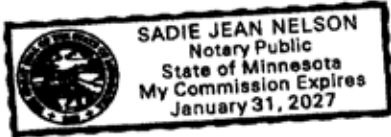
ACKNOWLEDGEMENT:

STATE OF MN

COUNTY OF Big Stone

This instrument was acknowledged before me this 21 day of September, 2021 by Paul R. Strong, Trustee under the Paul R. Strong Living Trust dated June 1, 2017.

Notary Stamp or Seal



[Signature]  
Notary Public





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 \_\_\_\_\_ \$ \_\_\_\_\_

- 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.
- 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.
- If the SELLER'S title is not insurable or free of defects and cannot be made so within sixty (60) days after notice containing a written statement of defects is delivered to SELLER, then said earnest money shall be refunded and all rights of the BUYER terminated, except that BUYER may waive defects and elect to purchase. However, if said sale is approved by the SELLER and the SELLER'S title is marketable and the buyer for any reason fails, neglects, or refuses to complete purchase, and to make payment promptly as above set forth, then the SELLER shall be paid the earnest money so held in escrow as liquidated damages for such failure to consummate the purchase. Payment shall not constitute an election of remedies or prejudice SELLER'S rights to pursue any and all other remedies against BUYER, included, but not limited to specific performance. Time is of the essence for all covenants and conditions in this entire agreement.
- Neither the SELLER nor SELLER'S AGENT make any representation of warranty whatsoever concerning the amount of real estate taxes or special assessments, which shall be assessed against the property subsequent to the date of purchase.
- 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.
- Other fees and taxes shall be paid as set forth in the attached Buyer's Prospectus, except as follows: \_\_\_\_\_
- 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.
- Closing of the sale is to be on or before \_\_\_\_\_, Possession will be at closing.
- This property is sold AS IS, WHERE IS, WITH ALL FAULTS. BUYER is responsible for inspection of the property prior to purchase for conditions including but not limited to water quality, seepage, septic and sewer operation and condition, radon gas, asbestos, presence of lead based paint, and any and all structural or environmental conditions that may affect the usability or value of the property. 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.
- 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.
- Other conditions: Subject to easements, reservations and restrictions of record, existing tenancies, public roads and matters that a survey may show. Seller and Seller's agent DO NOT MAKE ANY REPRESENTATIONS OR ANY WARRANTIES AS TO MINERAL RIGHTS, TOTAL ACREAGE, TILLABLE ACREAGE OR BOUNDARY LOCATION.
- Any other conditions: \_\_\_\_\_
- Steffes Group, Inc. stipulates they represent the SELLER in this transaction.

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

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

Steffes Group, Inc.  
\_\_\_\_\_

Seller's Printed Name & Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SteffesGroup.com

Drafted By:  
Saul Ewing Arnstein & Lehr LLP



# Lac qui Parle County, Minnesota

