



STEARNS COUNTY, MINNESOTA LAND AUCTION

Opens: Thursday, June 22

Closes: Thursday, June 29 | 1PM ^{CDT} 2023

TIMED
ONLINE

Inspection Date: Tuesday, June 20 from 4:00 - 6:00PM

📍 From Avon, MN, 2.3 miles north on Co Hwy 9/Co Rd 9/Avon Ave N, .5 miles east on Queens Rd. Land is on the north side of the road.

Auctioneer's Note: Steffes Group has the honor of selling 41.13± acres of land north of Avon, MN. This parcel has a little bit of everything. 20± acres in a CRP program, a restored barn, 100' machine shed, recreational and hunting land. If you are looking for recreational land and for storage for your toys, this is the perfect parcel for you. Or looking for a place to build your dream country home, look no longer! This parcel is only 30 minutes from downtown St. Cloud, only a few miles off I-94 in Avon Township, MN. Personal property from location will be sold on Online Steffes Auction 7/12/23.

41± Acres



Contact Eric Gabrielson at Steffes Group, 320.693.9371 or 701.238.2570

Steffes Group, Inc. | 23579 MN Hwy 22 South, Litchfield, MN 55355 | 320.693.9371 | SteffesGroup.com

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.
Scott Steffes, MN14-51 | Ashley Huhn, MN47-002 | Eric Gabrielson MN47-006 | Randy Kath, MN47-007

The Terms and Conditions of Sale are set forth upon this page in this Buyer's Prospectus and the Earnest Money Receipt and Purchase Agreement (the "Purchase Agreement"). The information set forth is believed to be accurate. However, the owner of the properties and Steffes Group make no warranties or guaranties expressed or implied. Information contained in this document was collected from sources deemed to be reliable and is true and correct to the best of the writer's knowledge. Auctioneers and owners will not be held responsible for advertising discrepancies or inaccuracies.

ALL ANNOUNCEMENTS ON AUCTION DAY TAKE PRECEDENCE OVER PREVIOUSLY ADVERTISED INFORMATION.

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



SPECIFIC TERMS FOR ONLINE ONLY AUCTION

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

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

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

The auction begins on Thursday, June 22 and will end at 1PM on Thursday, June 29. 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.

Purchasers who are unable to close because of insufficient funds will be in default and the deposit money will be forfeited.

The contract signing will take place at Steffes Group, 23579 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 DocuSign, 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.

CLOSING & BALANCE

Balance of the purchase price must be paid in full at closing on or before: **Monday, July 31, 2023**

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/Trustees Deed.**

- **2023 Taxes:** Prorated to close
- **2023 CRP Payments:** Prorated to close

- 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.

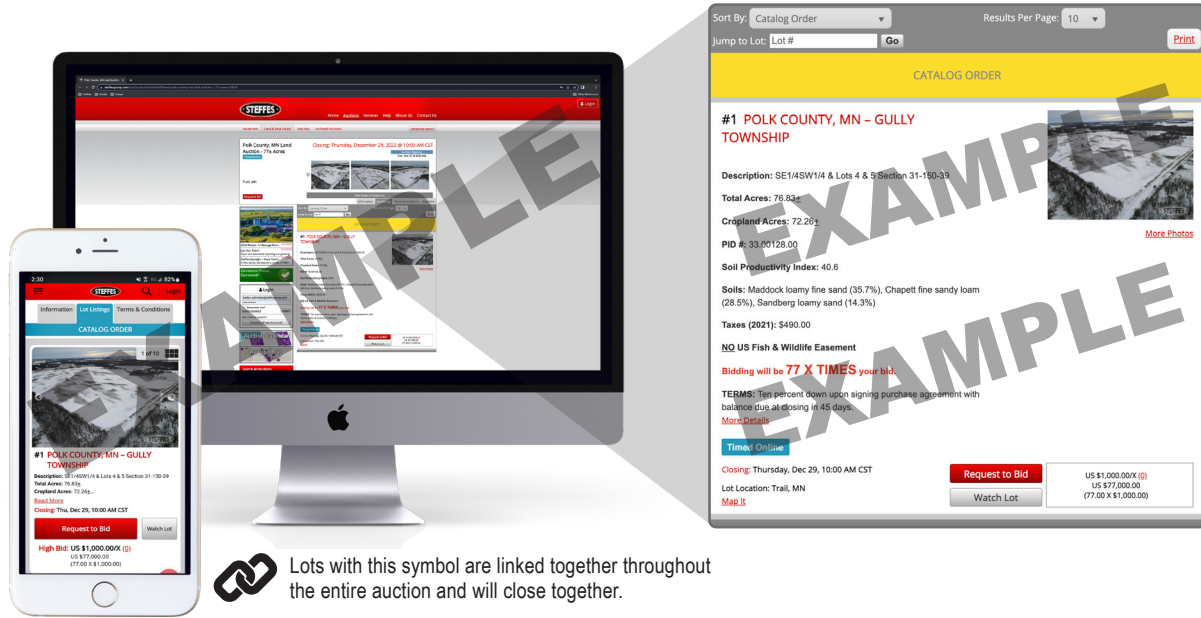
THE BIDDING STRATEGY


- 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 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.

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 their 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.

JUNE 2023

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	19	20	21	OPENS 22	23	24
25	26	27	28	CLOSES 29	30	

Land Located: From Avon, MN, 2.3 miles north on Co Hwy 9/Co Rd 9/Avon Ave N, .5 miles east on Queens Rd. Land is on the north side of the road.

Description: Sect-16 Twp-125 Range-030

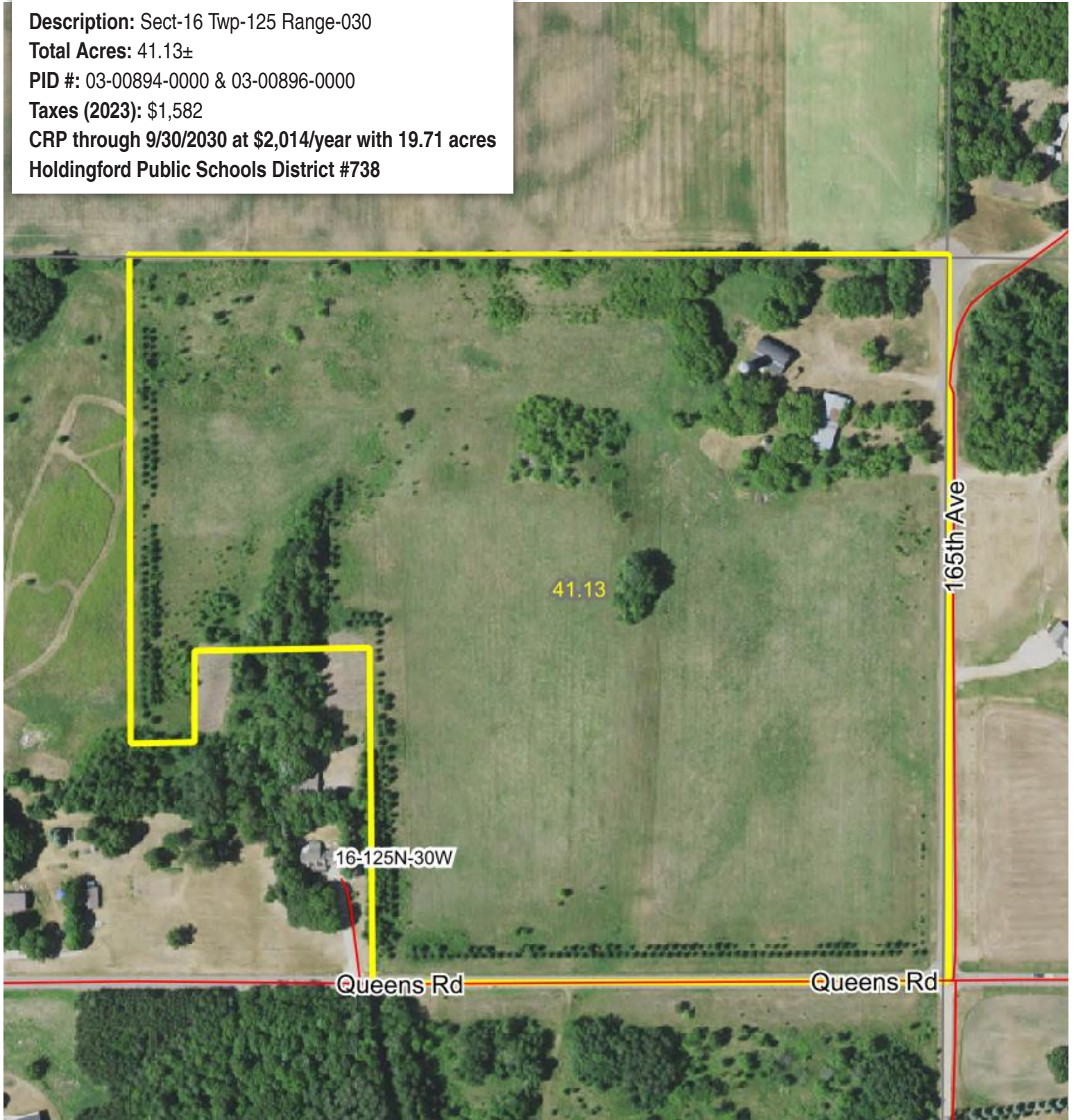
Total Acres: 41.13±

PID #: 03-00894-0000 & 03-00896-0000

Taxes (2023): \$1,582

CRP through 9/30/2030 at \$2,014/year with 19.71 acres

Holdingford Public Schools District #738



*Lines are approximate

Stearns County, Minnesota / Avon Township / 41.13± Acres

Many mature trees planted within the last 20 years.
Evergreen trees planted along the perimeter.

Barn Details

- 60'x32'
- 60'x16' lean-to
- Steel siding, red, new
- Windows, roof, soffit, and fascia, new
- Reinforced pillars
- New utility box, with updates to wiring

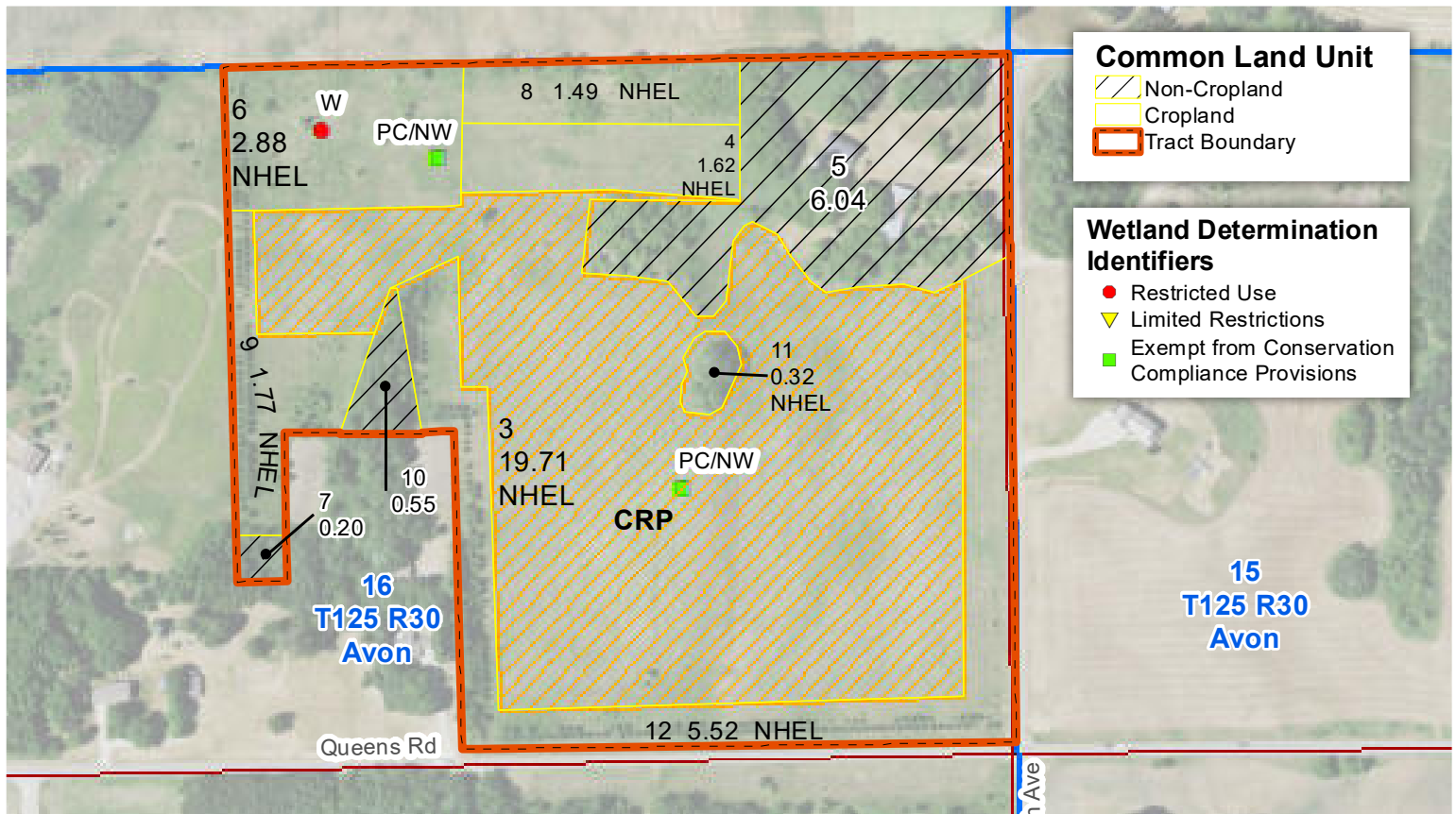


Machine Shed

- 42'x100', 12' side walls
- Front, back and side sliding doors, 15'
- Dirt floor

Well House

- 20' x 10'
- Steel siding, roof, soffit and fascia, new in 2021
- Working well

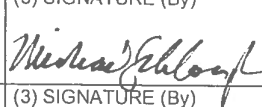



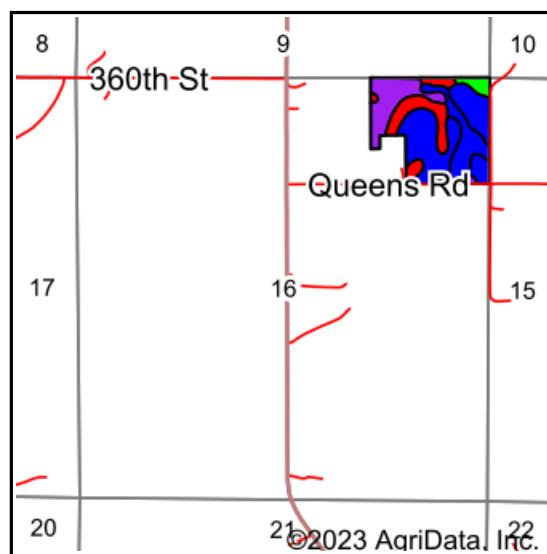
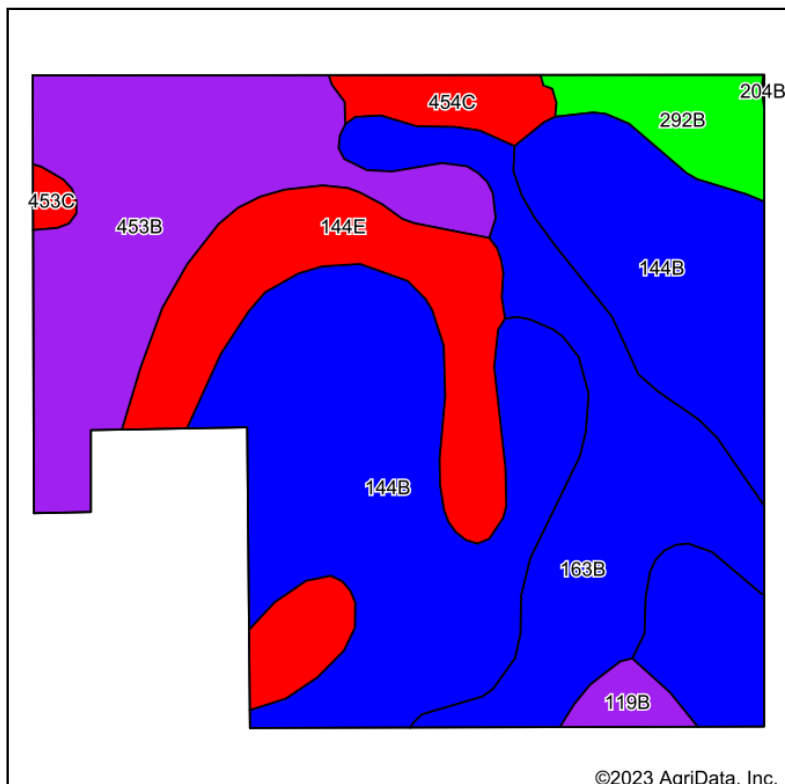
Tract Number : 14821

Description : E part of N2NE4 SEC 16 AVON
FSA Physical Location : MINNESOTA/STEARNS
ANSI Physical Location : MINNESOTA/STEARNS
BIA Unit Range Number :
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : MICHAEL PAUL SCHLOUGH, REBECCA ANN BASTIEN
Other Producers : None
Recon ID : 27-145-2007-64

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
40.10	33.31	33.31	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	13.60	0.00	19.71	0.00	0.00	0.00

CRP-1 (07-06-20)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1. ST. & CO. CODE & ADMIN. LOCATION 27 145		2. SIGN-UP NUMBER 54	
CONSERVATION RESERVE PROGRAM CONTRACT				3. CONTRACT NUMBER 11442A		4. ACRES FOR ENROLLMENT 19.71	
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) STEARNS COUNTY FARM SERVICE AGENCY 110 2ND ST S - SUITE 125 WAITE PARK, MN56387-1364				6. TRACT NUMBER 14821		7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10-01-2020 09-30-2030	
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (320) 251-7800 x2				8. SIGNUP TYPE: General			
<p><i>THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.</i></p>							
9A. Rental Rate Per Acre \$ 102.19		10. Identification of CRP Land (See Page 2 for additional space)					
9B. Annual Contract Payment \$ 2,014.00		A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share	
9C. First Year Payment \$		14821	0003	CP38E-25	19.71	\$ 2,543.00	
(Item 9C is applicable only when the first year payment is prorated.)							
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)							
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) REBECCA A BASTIEN 4888 60TH ST SE SAINT CLOUD, MN56304-9524		(2) SHARE 100.00%	(3) SIGNATURE (By) 	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY) 1-21-21	
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) MICHAEL P SCHLOUGH 4888 60TH ST SE SAINT CLOUD, MN56304-9524		(2) SHARE 0.00%	(3) SIGNATURE (By) 	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY) 01/21/2021	
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)	
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE 				B. DATE (MM-DD-YYYY) 2-11-2021	
<p>NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.</p> <p>Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</p> <p>In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.</p> <p>Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.</p> <p>To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.inlake@usda.gov. USDA is an equal opportunity provider, employer, and lender.</p>							



Soils data provided by USDA and NRCS.

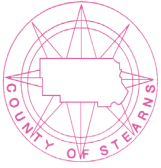
Area Symbol: MN145, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Irr Class *c	Productivity Index
144B	Flak sandy loam, 4 to 8 percent slopes	17.53	42.6%		Ile		81
453B	DeMontreville loamy sand, 2 to 8 percent slopes	7.74	18.8%		IIIIs		56
163B	Brainerd fine sandy loam, 1 to 4 percent slopes	6.81	16.6%		IIIs		83
144E	Flak sandy loam, 15 to 25 percent slopes	5.60	13.6%		VIe		20
292B	Alstad sandy loam, 1 to 4 percent slopes	1.59	3.9%		Ile		97
454C	Mahtomedi loamy coarse sand, 8 to 15 percent slopes	1.09	2.7%		VIIs		27
119B	Pomroy fine sand, 1 to 6 percent slopes	0.55	1.3%		IIIIs	IIIIs	54
453C	DeMontreville loamy sand, 8 to 15 percent slopes	0.22	0.5%		IVe		48
Weighted Average					2.86	*-	67

*c: Using Capabilities Class Dominant Condition Aggregation Method

*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

Soils data provided by USDA and NRCS.



RANDY R. SCHREIFELS
 Stearns County Auditor-Treasurer
 Administration Center Rm. 136 PO Box 728
 St. Cloud, MN 56302-0728
 Phone #: 320-656-3870
 Website: stearnscountymn.gov



000410



Parcel ID: 03.00894.0000 **Property Address:**
 35961 165TH AVE
 AVON MN 56310-8701

Legal Description: 37.03 A NE4NE4 LESS 2.97 A DAF:
 BEGINNING AT PT ON S LINE N2NW 1181.60' E OF SW CORNER
 N2NE; THEN E'LY ALONG S LINE 340'; THEN DUE N 642'; THEN
 W'LY PARALLEL WITH S LINE N2NE 340'; THEN DUE S 642' TO
 POB Tract NENE Section 16 Township 125 Range 030

PROPOSED TAXES 2023

THIS IS NOT A BILL. DO NOT PAY.

	VALUES AND CLASSIFICATION		
Step	Taxes Payable Year	2022	2023
1	Estimated market value:	\$195,100	\$206,300
	Homestead exclusion:	\$0	\$0
	Other exclusion:	\$0	\$0
	Taxable market value:	\$195,100	\$206,300
	Class:	Ag Non-Hstd	Ag Non-Hstd

	PROPOSED TAX	
2	Tax before credits	\$1,660.54
	School building bond credit	\$202.54
	Ag Market value credit	\$0.00
	Other credits	\$0.00
	Property Taxes after credits	\$1,458.00

	PROPERTY TAX STATEMENT	
3	Coming in 2023	

The time to provide feedback on
 PROPOSED LEVIES is NOW

It is too late to appeal your value without going to Tax Court.

Proposed Property Taxes and Meetings by Jurisdiction for Your Property

Contact Information	Meeting Information	Actual 2022	Proposed 2023
State General Tax	NO MEETING REQUIRED	\$0.00	\$0.00
County - STEARNS COUNTY COUNTY OF STEARNS 705 COURTHOUSE SQUARE ROOM 148 SAINT CLOUD MN 56303 320-656-3870	ADMINISTRATION CENTER 705 COURTHOUSE SQ ST CLOUD, MN 56303 320-656-3900 6:00 PM NOV 29, 2022	\$946.25	\$890.79
City or Township - AVON TWP AVON TOWNSHIP 16881 QUEENS RD AVON MN 56310 320-248-8036	BUDGET SET AT ANNUAL TOWN MEETING IN MARCH 2022	\$366.29	\$309.25
School District - ISD 0738 HOLDINGFORD Voter Approved Levies		\$56.60	\$34.84
Other Local Levies ISD #738 HOLDINGFORD PO BOX 250 HOLDINGFORD MN 56340 320-746-2196	HOLDINGFORD HS MEETING ROOM A118 900 5TH ST (DOOR 3) HOLDINGFORD, MN 56340 320-746-4306	\$278.16	\$216.95





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 Stearns County Auditor-Treasurer
 Administration Center Rm. 136 PO Box 728
 St. Cloud, MN 56302-0728
 Phone #: 320-656-3870
 Website: stearnscountymn.gov



000336



Parcel ID: 03.00896.0000 **Property Address:**

Legal Description: 4.10AC PT OF NW4NE4 DAF COMM NE COR OF NE4 OF SEC 16 - S86D W ALG N LN OF NE4 1505.15' TO POB - S3D E 967.42' - N85D E 95.37'-N4D W 279.80' - N85D E TO E LN OF NW4NE4 - N ALG E LN OF NW4 NE4 TO NE COR OF NW4NE4 - S86D W ALG N LN OF NW4 NE4 TO POB Tract NWNE Section 16 Township 125 Range 030

PROPOSED TAXES 2023

THIS IS NOT A BILL. DO NOT PAY.

VALUES AND CLASSIFICATION			
Step	Taxes Payable Year	2022	2023
1	Estimated market value:	\$16,000	\$16,700
	Homestead exclusion:	\$0	\$0
	Other exclusion:	\$0	\$0
	Taxable market value:	\$16,000	\$16,700
	Class:	Ag Non-Hstd	Ag Non-Hstd
PROPOSED TAX			
2	Tax before credits		\$152.23
	School building bond credit		\$28.23
	Ag Market value credit		\$0.00
	Other credits		\$0.00
	Property Taxes after credits		\$124.00
PROPERTY TAX STATEMENT			
3	Coming in 2023		
<p>The time to provide feedback on PROPOSED LEVIES is NOW It is too late to appeal your value without going to Tax Court.</p>			

Proposed Property Taxes and Meetings by Jurisdiction for Your Property

Contact Information	Meeting Information	Actual 2022	Proposed 2023
State General Tax	NO MEETING REQUIRED	\$0.00	\$0.00
County - STEARNS COUNTY COUNTY OF STEARNS 705 COURTHOUSE SQUARE ROOM 148 SAINT CLOUD MN 56303 320-656-3870	ADMINISTRATION CENTER 705 COURTHOUSE SQ ST CLOUD, MN 56303 320-656-3900 6:00 PM NOV 29, 2022	\$77.41	\$72.69
City or Township - AVON TWP AVON TOWNSHIP 16881 QUEENS RD AVON MN 56310 320-248-8036	BUDGET SET AT ANNUAL TOWN MEETING IN MARCH 2022	\$30.03	\$25.03
School District - ISD 0745 ALBANY Voter Approved Levies Other Local Levies ISD #745 ALBANY PO BOX 330 ALBANY MN 56307 320-845-2171	DISTRICT OFFICE CONFERENCE RM 30 FOREST AVE ALBANY, MN 56307 320-845-5075	\$11.10 \$16.91	\$10.82 \$14.96









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 received 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



STEARNS COUNTY
MINNESOTA

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