SEALED BID REAL ESTATE AUCTION

Offering Memorandum:

For the Sale of: 226 +/- Acres,
Section 24, Township 148, Range 42W,
Polk County
Knute Township, MN

Sealed Bids Due: Wednesday, September 30, 2020 at 4:30 pm CDT

Top Bidders Live Auction: Friday, October 2, at 10:00 am CDT

Although all information furnished regarding the property for sale is from sources deemed reliable, such information has not been verified, and no express representation is made nor is any to be implied as to the accuracy thereof, and it is submitted subject to errors, omissions, prior sale, lease or financing, or withdrawal of notice. Seller reserves the right to accept or reject any bid at any time for any reason.

Ferden Farm Sale
Approx. 226 Acres
Knute Township
Polk County, MN
Part of N1/2 SE, SE NW, and E1/2 SW
Section 24, Township 148
Range 42
250th Ave SE

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I. PROPERTY OVERVIEW

PROPERTY OVERVIEW:

Sharyl Hornbuckle, Karen A. Olson, Sandra L. Olson and Gail Strom, (collectively the "Seller") offers for sale at sealed bid auction a total of approximately 226 +/- acres of property Polk County, Minnesota. ("Property")

PROPERTY DESCRIPTION:

See legal description attached as Exhibit C.

TITLE:

Seller has marketable title to the Property which shall be conveyed to the winning bidder. Marketable title is the sole contingency ofthis sealed bid auction sale.

SIZE & LEGAL DESC:

The Property consists of 226+/- acres lying in Knute Township, Polk, County, Minnesota. It is identified by the Polk County Auditor/Treasurer as Parcel 45.00180.00 and 45.00182.00.

SALE INFORMATION:

The Property will be sold through a Sealed Bid Auction Sale, scheduled for Wednesday, September 30, 2020, with a deadline of 4:30 p.m. CDT. The highest bidders, as determined by Seller, will be notified and have the opportunity to increase their bids at a live auction on Friday at 10:00 a.m. CDT on October 2, 2020 at the D.A. Buehler Law, P.C. office located at 120 ½ 2nd St., Fosston, MN 56542.

The Seller reserves the right to accept or reject any bid for any reason and to waive any irregularities in the bidding. The Seller also reserves the right to accept any offers at any time before or after the bid opening. The Property will be sold "AS IS" without representation or warranty by Seller as to the suitability of the Property for any particular purpose. Bids involving any contingencies for financing, permitting or approvals of any kind will be deemed non-conforming and will be rejected. Announcements on the day of the auction take precedence over written material.

The full sale price will be due at closing on or before November 6, 2020 and no Seller financing or phased payments will be considered. Bids involving contingencies or financing will be deemed non- conforming and will be rejected.

To be considered conforming, bids must be submitted in the form of a completed Bid Submission form included in this Offering Memorandum. Bids must be received at office of D.A. Buehler Law, P.C. by the bid submission deadline of September 30, 2020 at 4:30pm CDT. The bid must be accompanied by an Initial Earnest Money Deposit check for $5,000.00 in the form of a bank draft or certified check made payable to D.A, Buehler Law, Trust Account.

Checks from unsuccessful bidders will be returned promptly following the execution of the Purchase Agreement with the winning bidder.

The successful bidder will be required to sign the Purchase Agreement in the form attached as Exhibit A to this Offering Memorandum upon the conclusion of the 10:00 a.m. live auction on October 2, 2020 and make an Additional Earnest Money deposit in an amount equal to 10% of the Contract Sales Price, reduced by the Initial Earnest Money Deposit at that time.

This Additional Earnest Money Deposit shall be in the form of a bank draft or certified check or wire transfer payable to D.A. Buehler Law, Trust Account. No third party checks will be accepted. The successful bidder will also be required to acknowledge and certify that the bidder has had the opportunity to inspect the Property and the informational documents provided.

Should any buyer enlist the services of a real estate broker, buyer will be solely responsible for such broker's compensation.

II. TERMS AND CONDITIONS OF SALE

The sale of the 226 +/- Acres lying in Section 24, Township 148, Range 42W, Polk County, Knute Township, MN will be conducted subject to the following terms and conditions:

1. The Sale will be conducted subject to a conforming bid by Seller. The Seller reserves the right to accept or reject any bid for any or no reason and to waive any irregularities in the bidding.

2. To purchase the Property at the Sale, a bid offer must be acknowledged as the highest conforming bid and the high bidder must agree to be bound by all terms and conditions of the Purchase Agreement in the form attached as Exhibit A. Prospective bidders are advised to thoroughly review the Purchase Agreement prior to undertaking due-diligence review of the Property and to have all materials contained in the Offering Memorandum reviewed by an attorney prior to bidding. The Offering Memorandum may be supplemented or amended at any time prior to the Sale, with additional information that becomes available to Seller. Neither Seller, nor its employees, agents and contractors make any representation or warranty regarding the accuracy or completeness of any information concerning the Property, including that contained in this Offering Memorandum and any exhibits and reports attached hereto. Bidders should rely solely on the results of their own investigation in structuring their bids.

3. To register, a bidder must:

a) deliver to D.A. Buehler Law, P.C. a complete and executed Bid Form (enclosed in this Memorandum) on or before 4:30 pm CDT on September 30, 2020 via hard copy.

b) confirm a bid price for the Property.

c) include a bank draft or certified check for $5,000.00 as an "Initial Earnest Money Deposit", made payable to D.A. Buehler Law, P.C Trust Account.

d) Bidder must provide evidence (from a third party) of their financial ability to consummate this transaction in the time frame provided.

4. The highest bidders, as determined by Seller, will be notified and invited to participate in the 10:00 a.m. October 2, 2020 live auction. The high bidder at said live auction will be required to execute the Purchase Agreement included in this Offering Memorandum upon the close of the live auction. If a successful bidder refuses to execute the Purchase Agreement upon the close of said live auction, the Initial Earnest Money Deposit will be retained by Seller as liquidated damages. Seller will have no further obligation to such bidder with respect to the Property thereafter.

5. Upon execution of the Purchase Agreement, the successful bidder or bidders shall deliver to D.A. Buehler Law, P.C. a bank draft or certified check or wire transfer as an "Earnest Money Deposit" in an amount equal to ten percent (10%) of the Contract Sales Price, less the Initial

Earnest Money Deposit. The closing of the sale will take place on or before November 6, 2020 ("Closing Date"). If, after executing the Purchase Agreement, a successful bidder refuses to take title by the Closing Date the Initial Earnest Money and the Earnest Money Deposit shall be retained by the Seller as liquidated damages. Seller will have no further obligation to such bidder with respect to the Property thereafter.

6. Evidence of authority to execute a Purchase Agreement must be presented at the time the Purchase Agreement is signed by the winning bidder, and such evidence must be satisfactory to Seller in its sole discretion.

7. All of the terms and conditions relating to the purchase of the Property are set forth in the Purchase Agreement. No changes should be proposed and no modifications will be made to the Purchase Agreement, and the winning bidder will be obligated to execute and deliver the Purchase Agreement as presented to the winning bidder by Seller. Provided, however, that Seller reserves the right to modify or amend the Purchase Agreement to identify the buyer, indicate the price and the relevant dates, as well as incorporate any other factual information not available at the time of this Offering Memorandum is issued, to attach appropriate exhibits, and to comply with the laws of the State of Minnesota, as may be enacted or amended from time to time.

8. By submitting a bid, the bidders each acknowledge that neither Seller, nor its representatives and none of the agents of the Seller or such representatives make any express or implied representation or warranty as to the accuracy or completeness of any information in this Offering Memorandum or any of the Exhibits attached hereto and that each of the bidders agree that none of such persons shall have any liability to the bidders or any of their representatives relating to or arising from the use of any information or any errors therein or omissions therefrom. The bidders each also agree that the bidders are not entitled to rely on the accuracy or completeness of this information and that the bidders shall be entitled to rely solely on such representations and warranties may be made in any final Purchase Agreement relating to the proposed acquisition, subject to the terms and conditions of such Purchase Agreement.

9. By submitting a bid, the bidders each agree that until a final Purchase Agreement has been executed, neither Seller nor any of its agents are under any legal obligation and shall have no liability to any of the bidders of any nature whatsoever with respect to the proposed acquisition by virtue of this Offering Memorandum or otherwise. The bidders each also acknowledge and agree that (i) Seller and its representatives may conduct the process that may or may not result in the proposed sale in such manner as they, in their sole discretion, may determine (including, without limitation, negotiating and entering into a final Purchase Agreement with any third party without notice to the bidders) and (ii) Seller reserves the right to change (in its sole discretion, at any time and without notice to the bidders) the procedures relating to the proposed sale (including, without limitation, terminating all further discussions with any of the bidders).

10. It is further understood and agreed that no failure of delay by the Seller in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

11. The Property will be sold by Seller "AS IS, where is, and with all faults". Seller will not make any warranties or representations whatsoever, express or implied, written or oral, with respect to the condition of the Property, including, without limitation, any warranties of habitability, suitability, merchantability, or fitness for a particular use or purpose; the soil conditions, drainage, topographical features or other conditions of the Property or which may affect the Property with respect to any particular use, development potential or otherwise; the area, size, shape, configuration, location, capacity, quantity, quality, value, condition, or composition of the Property; the nature or extent of title to the Property, or any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, contract, condition or otherwise that may affect title to the Property; any environmental, geological, meteorological, structural or other condition or hazard, or the absence thereof heretofore, now or hereafter affecting in any manner the Property, including, but not limited to, the absence of asbestos, mold, oil, or any environmentally hazardous substance or material on, in, under or adjacent to the Property, or any abutting or adjacent property; or the compliance of the Property or the operation or use of the Property with any laws, rules, ordinances or regulations or any governmental body including any environmental, zoning, land use law, ordinance or regulation.

12. Seller will convey fee simple title to the Property by Limited Warranty Deed, subject to (a) the terms of the Purchase Agreement and this Offering Memorandum, (b) taxes and assessments not yet due and payable, and (c) all encumbrances, easements, rights-of-way, leases, liens, licenses, reservations, conditions and all other matters which are of record, or which would be revealed by a physical inspection of the Property, as well as all standard printed exceptions to title and other matters set forth in any commitment for title insurance issued in connection with the Sale.

13. No commission will be paid by Seller to any party claiming to represent the Buyer of the Property. Should any buyer enlist the services of a real estate broker, the Buyer will be solely responsible for such broker's compensation, unless said broker is acknowledged in writing by auctioneer. By bidding, each bidder agrees to indemnify and hold harmless the Seller for any and all claims for compensation made by any person or entity in connection with the Sale.

14. Closing will take place on, or before, November 6, 2020.

15. The Seller may postpone or cancel the Sale or modify Sale terms and conditions, as provided in paragraph 9 above. In the event of a dispute among bidders, the Seller shall make the sole and final decision to either accept the final bid or to re-offer and resell the Property. The Seller reserves the right to withdraw the Property for any reason before, at, or after the Sale, including the acceptance of an offer on the Property.

16. This Offering Memorandum is provided for informational purposes only and shall not constitute an offer to sell the Property.

17. The respective rights and obligations of the parties with respect to this Offering Memorandum, the Purchase Agreement and the conduct of the Sale shall be governed by and interpreted according to the laws of the State of Minnesota.

III. Bid Form: For the Sale of 226 +/- Ac. In Section 24, Township 148, Range 42W in Polk County, Minnesota

Bid price for the Property $_____

Bidder Name or Entity	_____
Address	_____
	_____
City	_____
Telephone	_____
Fax	_____
Email Address	_____
Signature of Authorized Representative(s)	_____
Date	_____

In submitting this Bid, I/we agree to be bound by the Terms and Conditions of Sale outlined in the Offering Memorandum entitled "Offering Memorandum, including Seller's Purchase Agreement (Exhibit "A") accompanying the Offering Memorandum

For the Sale of: 226+/- Acres lying in Section 24, Township 148, Range 42W Polk County, Minnesota, more particularly described by the Polk County Auditor Treasurer as parcels 45.00180.00 and 45.00182.00.

To be deemed a conforming bid, this completed Bid Form must be returned to: D.A. Buehler Law, P.C., 120 2nd St. NW, Fosston, MN 56542 by Wednesday, September 30, with a deadline of 4:30 p.m. CDT.

Bids received after the deadline will be deemed non-conforming.

Exhibit A

Purchase Agreement

PURCHASE AGREEMENT

1. PARTIES. This Purchase Agreement is made on October 2, 2020, by and between **Sharyl Hornbuckle and Donald Hornbuckle, married to each other; Karen A. Olson and Michael D. Olson, married to each other; Sandra L. Olson and David L. Olson, married to each other and Gail Strom and Dean Strom, married to each other,** (collectively referred to herein as the "SELLER"), and _____ (BUYER).

2. OFFER/ACCEPTANCE. Buyer offers to purchase and Seller agrees to sell real property described as follows (the "Property"):

Approximately 226 acres lying in Section 24, Township 148, Range 42 West, Polk County, Minnesota.

Tax Parcels 45.00180.00 and 45.00182.00.

AS DESCRIBED ON ATTACHED EXHIBIT "A"

3. ACCEPTANCE DEADLINE. The acceptance date of this Purchase Agreement is the date it is executed by the Seller.

4. PRICE AND TERMS. The purchase price for the Property shall be: _____ ($_____). An Initial Earnest Money Deposit in the amount of $5,000.00 has been paid by Buyer to D.A. Buehler Law, P.C. Trust Account ("Trust Account") and an additional earnest money deposit of $_____ payable to the Trust Account shall be delivered on the date hereof so that the total Earnest Money held by D.A. Buehler Law, P.C. shall be in the amount of $_____ (such total Earnest Money totaling 10% of the purchase price) and be held in the lawyer's trust account pending closing. The balance of the purchase price, together with all closing and related costs, shall be paid at closing in immediately available funds.

5. DEED/MARKETABLE TITLE. Upon performance by Buyer, Seller shall execute and deliver a Limited Warranty Deed, conveying marketable title to the Property, subject to:

A. Building and zoning laws, ordinances, state and federal regulations.
B. Restrictions relating to use or improvement of the property without effective forfeiture provisions.
C. Reservation of any mineral rights.
D. Taxes for the then current tax year that are not due and payable on the date of the delivery of the deed,
E. Easements, restrictions including but not limited to, reservations, covenants, roadways and rights-of-ways of record, to include, but not be limited to that Private Easement for Access, recorded February 21, 2020 as Document No. A000725100, in the Office of the Recorder, Polk County.
F. Lease Agreement running through November 15, 2020.

6. ESTATE TAXES AND SPECIAL ASSESSMENTS. Real Estate taxes payable in the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual date of closing.

7. CLOSING COSTS. Seller shall pay for the deed preparation and deed tax and ½ of the settlement fee, Buyer shall pay all of the remaining expenses associated with closing this transaction, to include, but not be limited to abstract updates, and closing/settlement fees.

8. SELLER'S REPRESENTATIONS.

A. WELL DISCLOSURE. Seller has no knowledge of any wells on the Property and will so certify on the Trustee's Deed to be delivered at closing.

B. SEWAGE TREATMENT SYSTEM DISCLOSURE. To Seller's knowledge there is no individual sewage treatment system on the Property

C. METHAMPHETAMINE DISCLOSURE. To Seller's knowledge, methamphetamine production has not occurred on the Property.

D. "AS-IS". Except as otherwise expressly stated herein, the condition of the Property is "AS-IS" and the Seller makes no other representations or warranties with respect to its condition.

9. ACCESS PRIOR TO CLOSING. By this Purchase Agreement, Buyer does not acquire any right of possession of the Property nor does Buyer acquire any right of entry, license, or easement. Seller will consent to a case-by-case right of entry for Buyer and/or Buyer's agents, surveyors, engineers, and site evaluators for testing, measuring, evaluating provided the following conditions are met:
A. There shall be no crop or tree damage.
B. There shall be no excavating or earth-moving and no tree removal.
C. Buyer's independent contractors shall, prior to entry on the Property, deliver to Seller proof independent contract with Buyer and waiver of lien rights in a form satisfactory to Seller. Buyer shall indemnify and hold Seller harmless from any and all liens, claims, liabilities or charges incurred or caused by Buyer or Buyer's agents or contractors, which indemnity shall include any lawyer's fees, costs or disbursement incurred by Seller in any defense thereof.

10. RIGHT AND DUTY OF INSPECTION. Buyer shall have the right and duty to inspect the Property or have it inspected by a person of Buyer's choice, at Buyer's expense.

11. EXAMINATION OF TITLE. Within a reasonable time after acceptance of this Purchase Agreement, Seller shall provide Buyer with Abstracts of Title for review. Buyer shall have twenty (20) business days after receipt of the Abstracts of Title to have said Abstracts updated and certified and to have Buyer's attorney examine the title and provide Seller with written objections. The Abstracts shall be promptly returned to Seller upon completion of review.

12. TITLE CORRECTIONS AND REMEDIES. Seller shall have sixty (60) days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the sixty (60) day period by curing such written title objections. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

A. If notice of intention to make title marketable is given and Seller makes title marketable, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.

B. If Seller does not give notice of intention to make title marketable, or if notice is given but the sixty (60) day period expires without title being made marketable due, Buyer may:

1. Proceed to closing and accept the Property subject to any objections, which such closing shall effect a full waiver of all Buyer objections and remedies, or

2. Rescind this Purchase Agreement by notice, in which case the Purchase Agreement shall be null and void (except as to Buyer's indemnification obligation provided for in Paragraph 13 hereof, which such indemnification obligation shall survive the termination hereof) and all earnest money paid hereunder shall be refunded to Buyer;

C. If the Buyer shall fail to fulfill Buyer's obligations hereunder, to include, but not be limited to, closing the purchase contemplated herein, then all earnest money shall be retained by Seller as liquidated damages and this Purchase Agreement shall be null and void (except as to Buyer's indemnification obligation provided for in Paragraph 13 hereof, which such indemnification obligation shall survive the termination hereof).

13. TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS PURCHASE AGREEMENT.

14. CLOSING. Closing shall be at a mutually agreeable location. Unless otherwise agreed upon in writing, the DATE OF CLOSE, shall be on or before November 6, 2020.

15. POSSESSION. Seller shall deliver possession of the property following the expiration of the current lease on November 16, 2020.

16. NOTICES. All notices required herein shall be in writing and delivered personally or mailed to the address as shown at Paragraph 1, above and if mailed, are effective as of the date of mailing.
A copy of all notices shall be mailed to attorney, David A. Buehler, 120 ½ Second Street NW, P.O. Box 85, Fosston, MN 56542

17. MINNESOTA LAW. This Agreement shall be governed by the laws of the State of Minnesota.

18. MISCELLANEOUS PROVISIONS.

The Property is subject of a farm lease running through November 15, 2020 and Buyer takes the Property subject to tenant's rights thereunder.

All rents payable pursuant to said farm lease, including any to be paid after Closing shall be paid to, and retained by, Seller.

No representation or warranty is made as to the total acreage included in the Property.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO PURCHASE AGREEMENT]

The undersigned agrees to sell the property for the price and terms and conditions set forth above.
Dated: October 2, 2020

Seller: _____
Sharyl Hornbuckle

Seller: _____
Donald Hornbuckle

Seller: _____
Karen A. Olson

Seller: _____
Michael D. Olson

Seller: _____
Sandra L. Olson

Seller: _____
David L. Olson,

Seller: _____
Gail Strom

Seller: _____
Dean Strom

The undersigned agrees to purchase the property for the price and terms and conditions set forth above.
Date: October 2, 2020.

Buyer: _____
Print:_____

This purchase agreement was prepared by:
David A. Buehler
D.A. Buehler Law, P.C.
120 ½ 2nd Street NW
PO Box 85
Fosston, MN 56542
(218)435-1900

EXHIBIT "A"

LEGAL DESCRIPTION

The East Half of the Southwest Quarter (E1/2SW1/4), Section Twenty-four (24), Township One Hundred Forty-eight (148) North, Range Forty-two (42) West of the Fifth Principal Meridian, according to the United States Government Survey thereof.

AND

The North Half of the Southeast Quarter (N1/2SE1/4), the Southeast Quarter of the Northwest Quarter , Section Twenty-four (24), Township One Hundred Forty-eight (148) North, Range Forty-two (42) West of the Fifth Principal Meridian, **Except** That part of the North Half of the Southeast Quarter (N1/2SE1/4), and the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4), All in Section Twenty-four (24), Township One Hundred Forty-eight (148) North of Range Forty-two (42) West of the Fifth Principal Meridian, being described as follows: Commencing at the Northeast corner of said N1/2SE1/4; thence North 89 degrees 59 minutes 07 seconds West, along the North line of said N1/2SE1/4, a distance of 1,600.04 feet to the West line of the East 1,600 feet of said N1/2SE1/4 and the point of beginning; thence South 00 degrees 22 minutes 29 seconds East, along said West line, a distance of 47.63 feet; thence North 89 degrees 59 minutes 07 seconds West a distance of 245.00 feet; thence North 11 degrees 40 minutes 31 seconds West a distance of 195.00 feet; thence North 31 degrees 49 minutes 43 seconds West a distance of 120.00 feet; thence North 14 degrees 49 minutes 40 seconds West a distance of 220.00 feet; thence North 44 degrees 12 minutes 42 seconds East a distance of 260.00 feet; thence North 23 degrees 08 minutes 10 seconds East a distance of 730 feet, more or less, to the North line of said SW1/4NE1/4; thence East, along said North line, a distance of 190 feet, more or less, to the Northeast corner of said SW1/4NE1/4; thence South, along the East line of said SW1/4NE1/4, to the Southeast corner of said SW1/4NE1/4; thence North 89 degrees 59 minutes 07 seconds West, along the South line of said SW1/4NE1/4, to the point of beginning.

Subject to a 66 foot wide easement for ingress and egress, over and across the East 1,600 feet of the North 66 feet of the N1/2SE1/4, Sec. 24, Twp. 148 N., R. 42 W, as provided in that Private Easement for Access between Sharyl Hornbuckle and Donald Hornbuckle, married to each other; Karen A. Olson and Michael D. Olson, married to each other; Sandra L. Olson and David L. Olson, married to each other and Gail Strom and Dean Strom, married to each other and Abraham Hershberger and Katie Hershberger, married to each other; dated January 3, 2020; recorded February 21, 2020 as Document No. A000725100, in the Office of the Recorder, Polk County, Minnesota.

EXHIBIT B

Soil Map

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFOR

The soil surveys that comprise your
1:20,000.

Please rely on the bar scale on eac
measurements.

Source of Map: Natural Resource
Web Soil Survey URL:
Coordinate System: Web Mercatc

Maps from the Web Soil Survey are
projection, which preserves directio
distance and area. A projection that
Albers equal-area conic projection,
accurate calculations of distance or

This product is generated from the
of the version date(s) listed below.

Soil Survey Area: Polk County, Mi
Survey Area Data: Version 15, Ju

Soil map units are labeled (as spac
1:50,000 or larger.

Date(s) aerial images were photogr
2016

The orthophoto or other base map
compiled and digitized probably diff
imagery displayed on these maps.
shifting of map unit boundaries may

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
20B	Chapett fine sandy loam, 2 to 6 percent slopes	20.2	9.1%
20C2	Chapett fine sandy loam, 6 to 12 percent slopes, eroded	9.4	4.2%
296	Fram loam	36.6	16.5%
544	Cathro muck, occasionally ponded, 0 to 1 percent slopes	5.3	2.4%
670	Knute fine sandy loam	0.9	0.4%
671	Onstad loam	74.7	33.6%
681	Brandsvold loam	19.8	8.9%
827B	Esmond-Heimdal-Sisseton complex, 2 to 6 percent slopes	0.4	0.2%
1117	Hedman loam	26.6	12.0%
1121	Hedman loam, depressional	6.1	2.7%
1878	Hamre muck	22.2	10.0%
Totals for Area of Interest		**222.3**	**100.0%**

EXHIBIT C

LEGAL DESCRIPTION

The East Half of the Southwest Quarter (E1/2SW1/4), Section Twenty-four (24), Township One Hundred Forty-eight (148) North, Range Forty-two (42) West of the Fifth Principal Meridian, according to the United States Government Survey thereof.

AND

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Subject to a 66 foot wide easement for ingress and egress, over and across the East 1,600 feet of the North 66 feet of the N1/2SE1/4, Sec. 24, Twp. 148 N., R. 42 W, as provided in that Private Easement for Access between Sharyl Hornbuckle and Donald Hornbuckle, married to each other; Karen A. Olson and Michael D. Olson, married to each other; Sandra L. Olson and David L. Olson, married to each other and Gail Strom and Dean Strom, married to each other and Abraham Hershberger and Katie Hershberger, married to each other; dated January 3, 2020; recorded February 21, 2020 as Document No. A000725100, in the Office of the Recorder, Polk County, Minnesota.

EXHIBIT D

EASEMENT

A000725100
OFFICE OF THE COUNTY RECORDER
POLK COUNTY, MINNESOTA
CERTIFIED, FILED, AND
RECORDED ON
2/21/2020 12:00:21 PM
PAGES: 8
REC FEES: 46.00
MICHELLE M COTE
POLK COUNTY RECORDER
BY CJD Dep
WELL CERTIFICATE RECEIVED _____

PRIVATE EASEMENT

FOR

ACCESS

EASEMENT, Made January 3, 2020, between **Sharyl Hornbuckle and Donald Hornbuckle, married to each other, Karen A. Olson and Michael D. Olson, married to each other, Sandra L. Olson and David L. Olson, married to each other, and Gail Strom and Dean Strom, married to each other ("Ferden") and Abraham Hershberger and Katie Hershberger, married to each other, ("Hershberger").**

RECITALS

A. **Hershberger** owns and possesses real property in the County of Polk and State of Minnesota, described as:

That part of the North Half of the Southeast Quarter (N-1/2 SE-1/4), and the Southwest Quarter of the Northeast Quarter (SW-1/4 NE-1/4), ALL IN Section Twenty-four (24), Township One Hundred Forty-eight (148) North, Range Forty-two (42) West of the Fifth Principal Meridian, being described as follows:

Commencing at the northeast corner of said (N-1/2 SE-1/4); thence North 89°59'07" West, along the north line of said (N-1/2 SE-1/4), a distance of 1,600.04 feet to the west line of the East 1,600 feet of said (N-1/2 SE-1/4) and the point of beginning; thence South 00°22'29" East, along said west line, a distance of 47.63 feet; thence North 89°59'07" West a distance of 245.00 feet; thence North 11°40'31" West a distance of 195.00 feet; thence North 31°49'43" West a distance of 120.00 feet; thence North 14°49'40" West a distance of 220.00 feet; thence North 44°12'42" East a distance of 260.00 feet; thence North 23°08'10"

Reynolds
CK Buckles 3062

East a distance of 730 feet, more or less, to the north line of said (SW-1/4 NE-1/4); thence East, along said north line, a distance of 190 feet, more or less, to the northeast corner of said (SW-1/4 NE-1/4); thence South, along the east line of said (SW-1/4 NE-1/4), to the southeast corner of said (SW-1/4 NE-1/4); thence North 89°59'07" West, along the south line of said (SW-1/4 NE-1/4), to the point of beginning.

Said parcel contains 14.3 acres, more or less.

("Hershberger Parcel")

B. **Ferden** owns and possesses real property in the County of Polk and State of Minnesota, described as:

45.00180.00
45.00180.01

The North Half of the Southeast Quarter (N-1/2 SE-1/4), the Southeast Quarter of the Northwest Quarter (SE-1/4 NW-1/4), and the Southwest Quarter of the Northeast Quarter (SW-1/4 NE-1/4), ALL IN Section Twenty-four (24), Township One Hundred Forty-eight (148) North, Range Forty-two (42) West of the Fifth Principal Meridian, LESS the following described parcel:

Commencing at the northeast corner of said (N-1/2 SE-1/4); thence North 89°59'07" West, along the north line of said (N-1/2 SE-1/4), a distance of 1,600.04 feet to the west line of the East 1,600 feet of said (N-1/2 SE-1/4) and the point of beginning; thence South 00°22'29" East, along said west line, a distance of 47.63 feet; thence North 89°59'07" West a distance of 245.00 feet; thence North 11°40'31" West a distance of 195.00 feet; thence North 31°49'43" West a distance of 120.00 feet; thence North 14°49'40" West a distance of 220.00 feet; thence North 44°12'42" East a distance of 260.00 feet; thence North 23°08'10" East a distance of 730 feet, more or less, to the north line of said (SW-1/4 NE-1/4); thence East, along said north line, a distance of 190 feet, more or less, to the northeast corner of said (SW-1/4 NE-1/4); thence South, along the east line of said (SW-1/4 NE-1/4), to the southeast corner of said (SW-1/4 NE-1/4); thence North 89°59'07" West, along the south line of said (SW-1/4 NE-1/4), to the point of beginning.

Said parcel contains 146 acres, more or less.

("Ferden Parcel")

C. **Hershberger** desires to obtain and **Ferden** agrees to grant an easement and right-of-way in the **Ferden Parcel**, or a portion thereof, under the terms set forth below.

THEREFORE, For good and valuable consideration, the receipt of which is hereby acknowledged by **Ferden, Hershberger** and **Ferden** agree as follows:

1. **Grant. Ferden** grants to **Hershberger** an easement and right-of-way in the

following described real property in the County of Polk and State of Minnesota:

A 66 foot wide easement for ingress and egress, over and across the East 1,600 feet of the North 66 feet of the North Half of the Southeast Quarter (N-1/2 SE-1/4), Section Twenty-four (24), Township One Hundred Forty-eight (148) North, Range Forty-two (42) West of the Fifth Principal Meridian.

2. **Purpose.** **Hershberger** may use this easement and right-of-way for the following purpose(s): A non-exclusive easement for access to and from the **Hershberger Parcel.**

3. **Condition of Easement.** The special conditions of this easement are as follows:

a. The driving surface shall be permanently maintained for function, including but not limited to, the requirement to apply one (1) load of gravel each calendar year to said driving surface by **Ferden** and his/her/their successors or assigns.

4. **Persons Bound.** This Easement is binding on and for the benefit of **Hershberger, Ferden,** and their successors and assigns.

5. **Appurtenant/Possible Subdivisions.** This Easement is to be held by **Hershberger**, their successors and assigns as appurtenant to the **Hershberger Parcel** and each and every subdivision of the **Hershberger Parcel.**

6. **Duplicate Copies.** Each executed copy of this Easement will be considered an original.

IN WITNESS WHEREOF, Hershberger and **Ferden** have signed this Easement to be effective the day and year first above written.

(SIGNATURE PAGES ATTACHED)

SIGNATURE PAGE FOR PRIVATE EASEMENT FOR ACCESS
BETWEEN FERDEN AND HERSHBERGER
DATED January 3, 2020.

Sharyl Hornbuckle
Sharyl Hornbuckle

Donald Hornbuckle
Donald Hornbuckle

State of Louisiana, ~~County~~ Parish of Webster

This instrument was acknowledged before me on January 30, 2020, by Sharyl Hornbuckle and Donald Hornbuckle, married to each other.

(Stamp)

Diane Benson Carroll
(signature of notarial officer)

Title (and Rank): Notary

My commission expires: At Death
(month/day/year)

SIGNATURE PAGE FOR PRIVATE EASEMENT FOR ACCESS
BETWEEN FERDEN AND HERSHBERGER
DATED 1/3/2020, 2020.

Karen A. Olson

Karen A. Olson

Michael D. Olson

Michael D. Olson

State of MN, County of Polk

This instrument was acknowledged before me on January 31st, 2020, by Karen A. Olson and Michael D. Olson, married to each other.

(Stamp)

AMANDA LOUISE SCHOW
Notary Public-Minnesota
My Commission Expires Jan 31, 2024

(signature of notarial officer)

Title (and Rank): Associate

My commission expires: 1/31/2025
(month/day/year)

SIGNATURE PAGE FOR PRIVATE EASEMENT FOR ACCESS
BETWEEN FERDEN AND HERSHBERGER
DATED 1/3, 2020.

Sandra L. Olson

Sandra L. Olson

David L. Olson

David L. Olson

State of Minnesota, County of Polk

This instrument was acknowledged before me on 1-31-2020, 2020, by Sandra L. Olson and David L. Olson, married to each other.

(Stamp)

RAE ANN OSLAND
Notary Public–Minnesota
My Commission Expires Jan. 31, 2020

Rae Ann Osland
(signature of notarial officer)

Title (and Rank): Agency Manager / Officer

My commission expires: 1-31-2020
(month/day/year)

SIGNATURE PAGE FOR PRIVATE EASEMENT FOR ACCESS
BETWEEN FERDEN AND HERSHBERGER
DATED 1 - 3 -, 2020.

Gail Strom

Gail Strom

Dean Strom

Dean Strom

State of Minnesota, County of Polk

This instrument was acknowledged before me on January 30, 2020, by Gail Strom and Dean Strom, married to each other.

(Stamp)

PHILIP J. LEE
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2021

(signature of notarial officer)

Title (and Rank): Executive Vice President

My commission expires: 01-31-2021
(month/day/year)

SIGNATURE PAGE FOR PRIVATE EASEMENT FOR ACCESS
BETWEEN FERDEN AND HERSHBERGER
DATED Jan 3, 2020.

Abraham Hershberger
Abraham Hershberger

Katie Hershberger
Katie Hershberger

State of Minnesota, County of Polk

This instrument was acknowledged before me on January 30, 2020, by Abraham Hershberger and Katie Hershberger, married to each other.

(Stamp)
KIMBERLY ANN MERSCHMAN
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2023

Kimberly Ann Merschman
(signature of notarial officer)

Title (and Rank): Notary Public

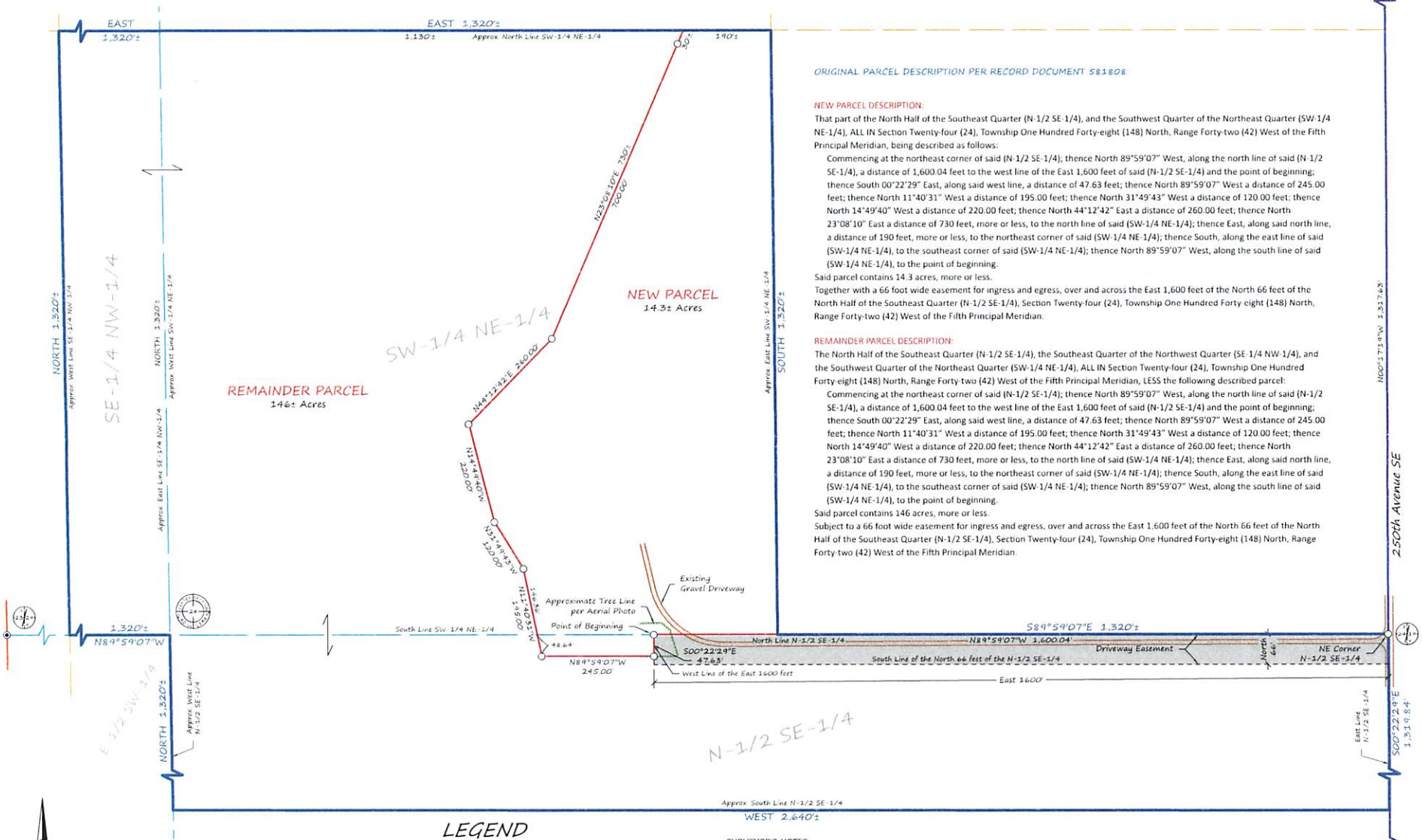
My commission expires: Jan 31, 2023
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Reynolds, Harbott, Knutson & Larson, PLLP
Attorneys at Law
201 N. Broadway, Suite 2
PO Box 457
Crookston, MN 56716

CERTIFICATE OF SURVEY

OLSON, STROM, OLSON & HORNBUCKLE

SECTION 24, TOWNSHIP 148 NORTH, RANGE 42 WEST
POLK COUNTY, MINNESOTA



ORIGINAL PARCEL DESCRIPTION PER RECORD DOCUMENT 581808:

NEW PARCEL DESCRIPTION:

That part of the North Half of the Southeast Quarter (N-1/2 SE-1/4), and the Southwest Quarter of the Northeast Quarter (SW-1/4 NE-1/4), ALL IN Section Twenty-four (24), Township One Hundred Forty-eight (148) North, Range Forty-two (42) West of the Fifth Principal Meridian, being described as follows:

Commencing at the northeast corner of said (N-1/2 SE-1/4); thence North 89°59'07" West, along the north line of said (N-1/2 SE-1/4), a distance of 1,600.04 feet to the west line of the East 1,600 feet of said (N-1/2 SE-1/4) and the point of beginning; thence South 00°22'29" East, along said west line, a distance of 47.63 feet; thence North 89°59'07" West a distance of 245.00 feet; thence North 11°40'31" West a distance of 195.00 feet; thence North 31°49'43" West a distance of 120.00 feet; thence North 14°49'40" West a distance of 220.00 feet; thence North 44°12'42" East a distance of 260.00 feet; thence North 23°08'10" East a distance of 730 feet, more or less, to the north line of said (SW-1/4 NE-1/4); thence East, along said north line, a distance of 190 feet, more or less, to the northeast corner of said (SW-1/4 NE-1/4); thence South, along the east line of said (SW-1/4 NE-1/4), to the southeast corner of said (SW-1/4 NE-1/4); thence North 89°59'07" West, along the south line of said (SW-1/4 NE-1/4), to the point of beginning.

Said parcel contains 14.3 acres, more or less.

Together with a 66 foot wide easement for ingress and egress, over and across the East 1,600 feet of the North 66 feet of the North Half of the Southeast Quarter (N-1/2 SE-1/4), Section Twenty-four (24), Township One Hundred Forty-eight (148) North, Range Forty-two (42) West of the Fifth Principal Meridian.

REMAINDER PARCEL DESCRIPTION:

The North Half of the Southeast Quarter (N-1/2 SE-1/4), the Southeast Quarter of the Northwest Quarter (SE-1/4 NW-1/4), and the Southwest Quarter of the Northeast Quarter (SW-1/4 NE-1/4), ALL IN Section Twenty-four (24), Township One Hundred Forty-eight (148) North, Range Forty-two (42) West of the Fifth Principal Meridian, LESS the following described parcel:

Commencing at the northeast corner of said (N-1/2 SE-1/4); thence North 89°59'07" West, along the north line of said (N-1/2 SE-1/4), a distance of 1,600.04 feet to the west line of the East 1,600 feet of said (N-1/2 SE-1/4) and the point of beginning; thence South 00°22'29" East, along said west line, a distance of 47.63 feet; thence North 89°59'07" West a distance of 245.00 feet; thence North 11°40'31" West a distance of 195.00 feet; thence North 31°49'43" West a distance of 120.00 feet; thence North 14°49'40" West a distance of 220.00 feet; thence North 44°12'42" East a distance of 260.00 feet; thence North 23°08'10" East a distance of 730 feet, more or less, to the north line of said (SW-1/4 NE-1/4); thence East, along said north line, a distance of 190 feet, more or less, to the northeast corner of said (SW-1/4 NE-1/4); thence South, along the east line of said (SW-1/4 NE-1/4), to the southeast corner of said (SW-1/4 NE-1/4); thence North 89°59'07" West, along the south line of said (SW-1/4 NE-1/4), to the point of beginning.

Said parcel contains 146 acres, more or less.

Subject to a 66 foot wide easement for ingress and egress, over and across the East 1,600 feet of the North 66 feet of the North Half of the Southeast Quarter (N-1/2 SE-1/4), Section Twenty-four (24), Township One Hundred Forty-eight (148) North, Range Forty-two (42) West of the Fifth Principal Meridian.

LEGEND

- CERTIFIED GOVERNMENT CORNER
- SET IRON MONUMENT WITH CAP NO. 47934
- PROPERTY BOUNDARY
- NEW PARCEL LINES
- APPROX. SIXTEENTH-LINE
- QUARTER-LINE
- SECTION-LINE
- TOWNSHIP-LINE
- DRIVEWAY EASEMENT

SCALE
1" = 150'
150' 0' 150' 300'

BEARINGS ARE BASED ON NAD83(96)
POLK COUNTY COORDINATE SYSTEM

SURVEYOR'S NOTES:

1. Brustad Land Surveying located all of the Section Corners except the South Quarter Corner. The South Quarter Corner was inaccessible. Therefore, the 40 lines that are dependant on the South Quarter Corner, are shown as approximate.
2. Brustad Land Surveying has not made a thorough search for any easements of records or any other information that a current title search may disclose.

Revision date: 11-1-2019
Revision date: 11-14-2019
Revision date: 11-27-2019

BRUSTAD LAND SURVEYING
Bagley, Mn 56621 (218) 694-5280

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.

AMANDA J. BRUSTAD (LIC. NO. 47934) DATE:

19-033 Olson Karen-Stroud-3-4.dwg