

JIM & CINDY HJELM LAND ONLINE ONLY **AUCTION**

Ends October 30 at 11 a.m. CST

17921 County Road 96 SW, Kensington, MN

79.78 SURVEYED ACRES

Excellent Hunting Land with Potential Tillable • 2 Years Left on CRP

**86.3
CPI**

ADJACENT TO 1,300 ACRES OF STATE/COUNTY LAND

SOLEM TOWNSHIP, DOUGLAS COUNTY, MN

Parcel ID 54-0212-000

TERMS & CONDITIONS 10% down day of auction. Successful bidder will be required to sign purchase agreement at close of auction. Buying property AS IS-WHERE IS. Buyer will receive clear and marketable title. Buyers Premium will apply to the final bid.

Any interested buyers can obtain an information packet by calling our office in Benson at 320-843-3003 or download the packet from the Online Auction at www.zielsdorfauctions.com



320-843-3003

Aaron Olson, Owner/Auctioneer/ Realtor
MN 76-29, • 320-808-8947
Bob Zielsdorf, Broker • 320-760-2006
Brad Feuchtenberger, Auctioneer, MN 75-14 • 320-287-0501
Janel Tolifson, Business Manager/Realtor • 320-760-7576
Brandon Goff, Sales & Marketing, Auctioneer, MN 76-32 • 320-808-3191
Matt Ludwig, Realtor/ Sales 320-493-4848
Jami Knoblauch, Sales • 320-424-0557
Isaac Mumm, Realtor/Sales • 320-428-5644

AUCTIONEERS & CLERK
**Zielsdorf Auction &
Real Estate Services**
119 3rd St N.
Benson, MN 56215
Office: 320-843-3003

Your Farm Equipment & Real Estate Specialist

October 20th -
30th, 2023
Online Only

TERMS AND CONDITIONS

Attention Bidders:

- Registration & Bidding will happen at **www.zielsdorfauctions.com** For help registering or bidding please call **320-843-3003**. The auction staff will be available during regular business hours 8 am-4:30 pm Monday- Friday.
- The successful bidder will be required to sign a Purchase Agreement at the close of the auction at Zielsdorf Auction Facility Located at 119 3rd St. North, Benson, MN 56215.
- **A deposit of 10% is required the day of sale. That money will be placed in Zielsdorf Auction and Real Estate Trust Account.**
- **Financing is not a contingency of sale in this offering.** Therefore, it is strongly recommended that potential bidders ensure in advance that they are able to obtain the necessary financing to close the transaction. If purchaser cannot obtain financing on the property because he/she cannot fulfill terms or does not qualify, then purchaser must either close for cash within the contractual period or forfeit his/her earnest money deposit.
- Balance of the purchase price must be paid in full at closing, or when all paperwork has been completed.
- Property is sold "AS IS, WHERE IS", with no warranties, expressed or implied.
- **Call for Verification on doing a 1031 Exchange Before Bidding.**
- **Sold by Surveyed Acres.**
- **Property has been Surveyed.**
- **Property will be sold without warranty.**

- All information contained in the auction brochure and all other promotional materials including, but not limited to, photographs, directions, acreage, zoning, maps, taxes, etc. All information was provided by or on behalf of the seller and is believed correct. However seller nor auctioneer makes any guarantees or warranties as to the accuracy or completeness of the information. It is the sole responsibility of the purchaser to perform all inspections and review all property information to verify any information they deem important.

Successful Bidder

- The successful bidder will be determined by competitive bidding. The auctioneer reserves the right to make a final decision shall a dispute arise. The auction will be recorded and the auctioneer's records shall be conclusive in all respects.
- Bid Wrangler will be the bidding platform keeping record of the bids on the parcels of land.
- **If bid is placed in the last 6 minutes of bidding lots will be extended for 6 more minutes until all bidding has stopped.**

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. The buyer is to rely upon his/her own environmental audit or examination of the premises.

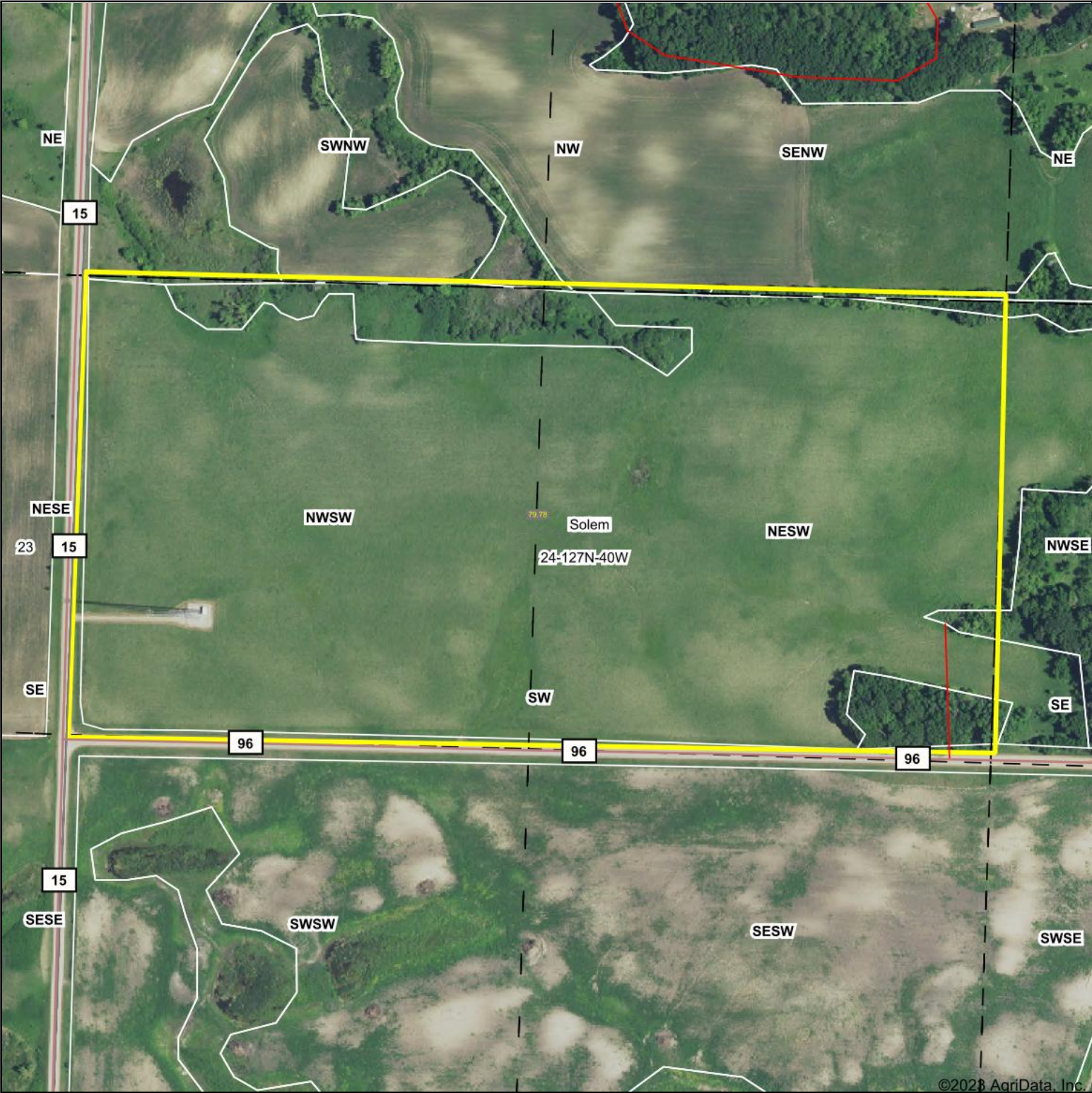
Important Notes

- Zielsdorf Auction and Real Estate Co. LLC, is representing the seller.
- The seller has agreed to the terms of the sale as published. However, the broker and auctioneer make no warranties or guaranties as to the seller's performance.

- **CRP CONTRACT MUST BE TRANSFERRED TO NEW OWNER WITHIN 30 DAYS OF CLOSING.**
- **All CRP Payments will be retained by the sellers for the year 2023.**
- Discuss your buying plans with a lender. Have your financing arrangements made in advance.
- **Sold with Seller Confirmation.**
- Sale is **NOT** subject to financing.
- **ALL ANNOUNCEMENTS ON AUCTION DAY TAKE PRECEDENCE OVER PREVIOUSLY ADVERTISED INFORMATION.**
- Buyer and Seller will be responsible for their own closing costs.
- **A Buyers Premium of 4% will apply to final bid.**
- Real Estate Taxes will be prorated for buyer and seller.
- Buyer will receive a Clear and Marketable Title on day of closing.
- Closing will take place at a professional Title company or Attorney, agreeable by both buyer and seller.
- Buyer is encouraged to bring own inspector to inspect any/all aspects of the property.
- **The property is subject to a tower lease/easement. The seller shall retain all payments and income from the tower lease/easement on the subject property, including any payment or income following closing. The buyer will cooperate with the Seller, as needed, to ensure that the Seller receives any such payments.**
- **Closing and Possession will be On or Before December 15th 2023 or when all paperwork has been completed.**

The Terms and Conditions of Sale are described in this Buyer's Prospectus and Purchase Agreement. The information provided by this Prospectus is believed to be accurate. However, no warranty or guarantee, expressed or implied, is intended or made by owners or Zielsdorf Auction and Real Estate Company. Auctioneers and owners will not be held responsible for discrepancies or inaccuracies. All information contained in this and other advertisements was obtained from sources believed to be accurate. All buyers must independently investigate and confirm any information or assumptions on which any bid is based.

Aerial Map



©2023 AgriData, Inc.

Boundary Center: 45° 47' 38.25, -95° 38' 59.11

0ft 445ft 890ft



Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2023 www.AgriDataInc.com

24-127N-40W
Douglas County
Minnesota



9/5/2023

Field borders provided by Farm Service Agency as of 5/21/2008



United States
Department of
Agriculture

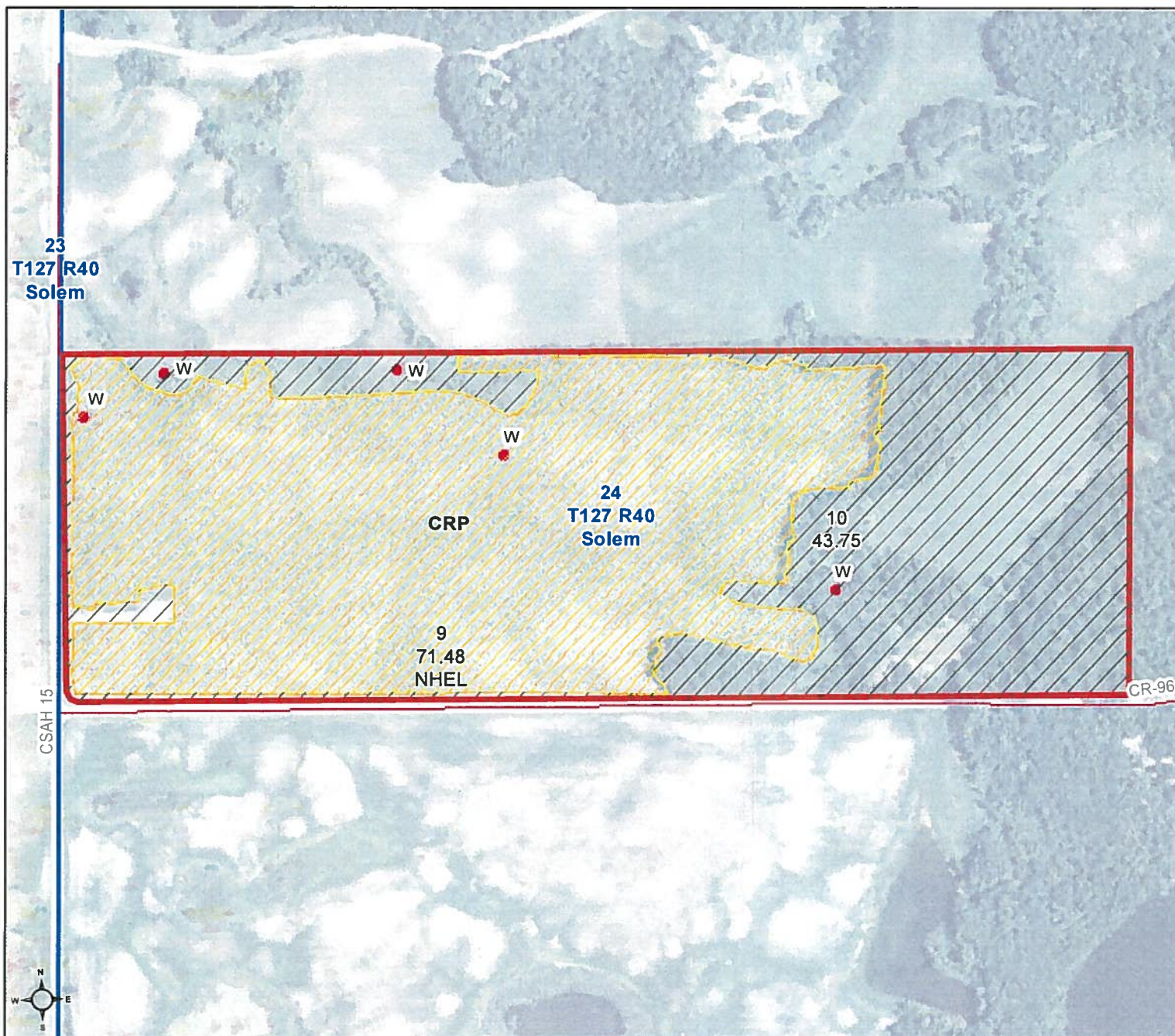
Douglas County, Minnesota

Farm 1634

Tract 2283

2023 Program Year

Map Created March 27, 2023



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

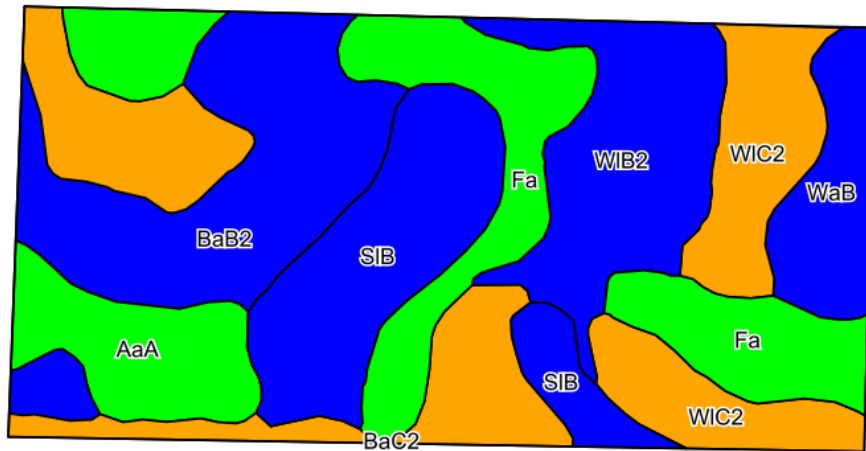
Wetland Determination Identifiers

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

Tract Cropland Total: 71.48 acres

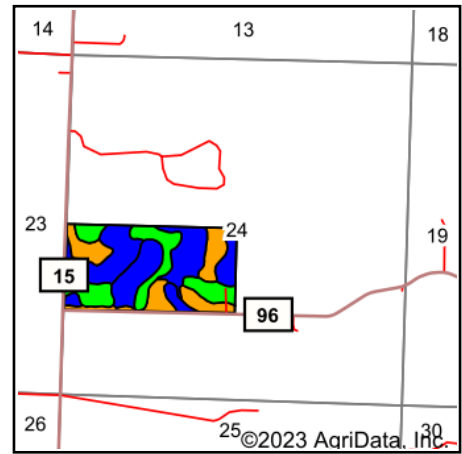
United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (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 2021 NAIP imagery.

Soils Map



©2023 AgriData, Inc.

Soils data provided by USDA and NRCS.



State: **Minnesota**
 County: **Douglas**
 Location: **24-127N-40W**
 Township: **Solem**
 Acres: **79.78**
 Date: **9/5/2023**



Maps Provided By:



Area Symbol: MN041, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
Fa	Lakepark-Parnell, occasionally ponded, complex, 0 to 2 percent slopes	14.59	18.3%		IIw	92
BaB2	Hokans-Buse complex, 2 to 6 percent slopes	14.21	17.8%		IIe	89
SIB	Sinai clay, 2 to 6 percent slopes	11.52	14.4%		IIIe	89
BaC2	Barnes-Buse complex, 6 to 12 percent slopes, moderately eroded	10.09	12.6%		IIIe	76
WIB2	Waukon-Langhei complex, 2 to 6 percent slopes	9.88	12.4%		IIe	85
WIC2	Waukon, moderately eroded-Langhei complex, 6 to 12 percent slopes	9.27	11.6%		IIIe	73
AaA	Aastad clay loam, 1 to 3 percent slopes	5.71	7.2%		IIc	100
WaB	Waukon loam, 2 to 6 percent slopes	4.51	5.7%		IIe	89
Weighted Average					2.39	86.3

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

MINNESOTA
DOUGLAS
Form: FSA-156EZ



Abbreviated 156 Farm Record

FARM : 1634
Prepared : 9/5/23 12:37 PM CST
Crop Year : 2023

See Page 2 for non-discriminatory Statements.

Operator Name : JAMES HJELM
CRP Contract Number(s) : 11044
Recon ID : None
Transferred From : None
ARCPLC G/I/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
115.23	71.48	71.48	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	0.00		0.00		71.48	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	0.00	40.40	0	
Soybeans	0.00	31.10	0	
TOTAL	0.00	71.50		

NOTES

Tract Number : 2283

Description : N2SW4 (24) Solem
FSA Physical Location : MINNESOTA/DOUGLAS
ANSI Physical Location : MINNESOTA/DOUGLAS
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : JAMES HJELM
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
115.23	71.48	71.48	0.00	0.00	0.00	0.00	0.0

MINNESOTA

DOUGLAS

Form: FSA-156EZ

United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 1634

Prepared : 9/5/23 12:37 PM CST

Crop Year : 2023

Tract 2283 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	0.00	0.00	71.48	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	0.00	40.40	0
Soybeans	0.00	31.10	0
TOTAL	0.00	71.50	

NOTES

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.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, 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.

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) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

CRP-1
(07-23-10)**U.S. DEPARTMENT OF AGRICULTURE**
Commodity Credit Corporation**CONSERVATION RESERVE PROGRAM CONTRACT**

NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

7. COUNTY OFFICE ADDRESS (Include Zip Code):

DOUGLAS COUNTY FARM SERVICE AGENCY
900 ROBERT ST NE
ALEXANDRIA, MN 56308-1379

TELEPHONE NUMBER (Include Area Code): (320)763-3191 x2

1. ST. & CO. CODE &
ADMIN. LOCATION
27041

2. SIGN-UP NUMBER

47

3. CONTRACT NUMBER

11044

4. ACRES FOR ENROLLMENT

71.48

5. FARM NUMBER
0001634

6. TRACT NUMBER(S)

0002283

8. OFFER (Select one)

GENERAL

9. CONTRACT PERIOD

FROM:
(MM-DD-YYYY)TO:
(MM-DD-YYYY)

10-01-2015 09-30-2025

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be 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 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 that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection.

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 PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1, CRP-1 Appendix and any addendum thereto, CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre

\$141.11

11. Identification of CRP Land

(See Page 2 for additional space)

B. Annual Contract Payment

\$10087

C. First Year Payment

A. Tract No.

B. Field No.

C. Practice No.

D. Acres

E. Total Estimated
Cost-Share

0002283

0009

CP37

71.48

\$6433.00

(Item 10C applicable only to continuous signup when the first year payment is prorated.)

12. PARTICIPANTS

A. PARTICIPANT'S NAME AND ADDRESS (Zip Code):

JAMES HJELM
PO BOX 21
HOLMES CITY, MN 56341-0021

(2) SHARE

100.00 %

(3) SOCIAL SECURITY NUMBER:

(4) SIGNATURE

DATE (MM-DD-YYYY)

(If more than three individuals are signing, continue on attachment.)

B. PARTICIPANT'S NAME AND ADDRESS (Zip Code):

N/A

(2) SHARE

%

(3) SOCIAL SECURITY NUMBER:

(4) SIGNATURE

DATE (MM-DD-YYYY)

(If more than three individuals are signing, continue on attachment.)

C. PARTICIPANT'S NAME AND ADDRESS (Zip Code):

N/A

(2) SHARE

%

(3) SOCIAL SECURITY NUMBER:

(4) SIGNATURE

DATE (MM-DD-YYYY)

(If more than three individuals are signing, continue on attachment.)

13. CCC USE ONLY -Payments according
to the shares are approved.

A. SIGNATURE OF CCC REPRESENTATIVE

B. DATE (MM-DD-YYYY)

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law Enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, parental status, religion, sexual orientation, genetic information, political beliefs, generic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-4410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

☐ Original - County Office Copy☐ Owner's Copy☐ Operator's Copy

RECEIVED

JUL 09 2015

Date Printed: 05/05/15



United States
Department of
Agriculture

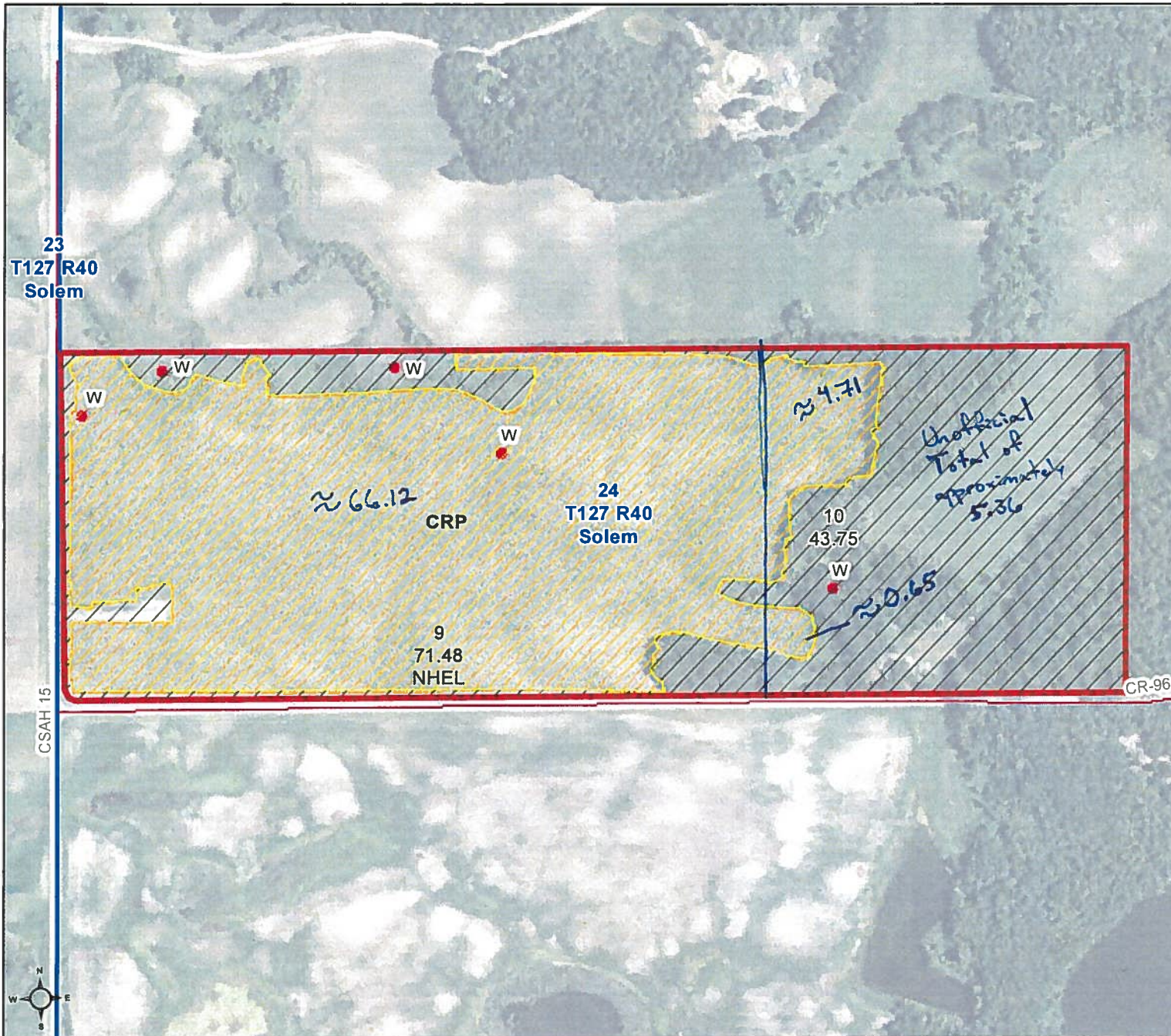
Douglas County, Minnesota

Farm 1634

Tract 2283

2023 Program Year

Map Created March 09, 2023



Unless otherwise noted:
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Crops are non-irrigated
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Soybeans = common soybeans for grain
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Sunflower = Oil, Non-Oil = Grain
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Alfalfa, Mixed Forage AGM, GMA, IGS = for forage
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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: 71.48 acres

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543

3. County

3. County

Douglas

5. Farm No. and Tract No. ~~2235~~ 1634
T-2283 506m Sec 24

6. Is soil survey now available for making a highly erodible land determination?	Yes	No	Field No.(s)	Total Acres
	X			
7. Are there highly erodible soil map units on this farm?	X			
8. List highly erodible fields that, according to ASCS records, were used to produce an agricultural commodity in any crop year during 1981-1985.			none	
9. List highly erodible fields that have been or will be converted for the production of agricultural commodities and, according to ASCS records, were not used for this purpose in any crop year during 1981-1985; and were not enrolled in a USDA set-aside or diversion program.			none	
10. This Highly Erodible Land determination was completed in the: Office <input checked="" type="checkbox"/> Field <input type="checkbox"/>				

SECTION II - WETLAND

11. Are there hydric soils on this farm?	Yes	No	Field No.(s)	Total Wetland Acres

List field numbers and acres, where appropriate, for the following
EXEMPTED WETLANDS:

12. Wetlands (W), including abandoned wetlands, or Farmed Wetlands (FW). Wetlands may be farmed under natural conditions. Farmed Wetlands may be farmed and maintained in the same manner as they were prior to December 23, 1985, as long as they are not abandoned.

13. Prior Converted Wetlands (PC) - The use, management, drainage, and alteration of prior converted wetlands (PC) are not subject to FSA unless the area reverts to wetland as a result of abandonment. You should inform SCS of any area to be used to produce an agricultural commodity that has not been cropped, managed, or maintained for 5 years or more.

14. Artificial Wetlands (AW) - Artificial Wetlands includes irrigation induced wetlands. These Wetlands are not subject to FSA.

15. Minimal Effect Wetlands (MW) - These wetlands are to be farmed according to the minimal effect agreement signed at the time the minimal effect determination was made.

NON-EXEMPTED WETLANDS:

16. **Converted Wetlands (CW)** - In any year that an agricultural commodity is planted on these Converted Wetlands, you will be ineligible for USDA benefits. If you believe that the conversion was commenced before December 23, 1985, or that the conversion was caused by a third party, contact the ASCS office to request a commenced or third party determination.

17. The planned alteration measures on wetlands in fields _____ are considered maintenance and are in compliance with FSA.

18. The planned alteration measures on wetlands in fields _____ are not considered to be maintenance and if installed will cause the area to become a Converted Wetland (CW). See Item 16 for information on CW.

19. This wetland determination was completed in the: Office ☒ Field ☐

20. This determination was: Delivered ☐ Mailed ☒ To the Person on Date: 3/17/88

NOTE: If you do not agree with this determination, you may request a reconsideration from the person that signed this form in Block 22 below. The reconsideration is a prerequisite for any further appeal. The request for the reconsideration must be in writing and must state your reasons for the request. The request must be mailed or delivered within 15 days after this determination is mailed to or otherwise made available to you. Please see reverse side of the producer's copy of this form for more information on appeals procedure.

NOTE: If you intend to convert additional land to cropland, or alter any wetlands you must initiate another Form AD-1026 at the local office of ASCS. Abandonment is where land has not been cropped, managed, or maintained for 5 years or more. You should inform SCS if you plan to produce an agricultural commodity on abandoned wetlands.

21. Remarks

22. Signature of SCS District Conservationist

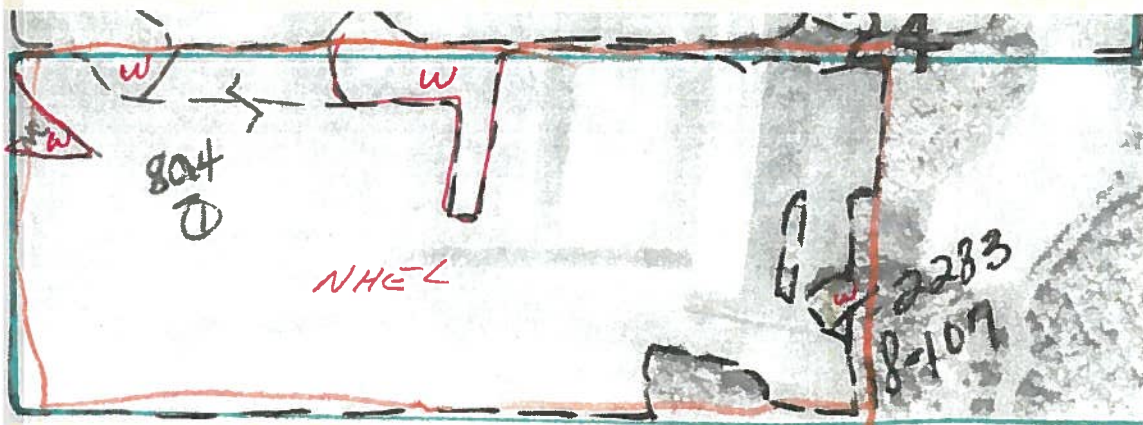
23. Date _____

3-16-88

10-708 (Rev. 1-27-60)

Douglas Co. not to scale

D-11



As of : 9/6/2023

Parcel Number: 54-0212-000

Payable Year: 2024 Rec# 1 of 3

[Next Record](#) | [Previous Record](#)

General Information	Value Information	Special Asmts	Ditch	Sales	History	Appraisal Summary	Current Year Value Notice	Previous Year Value Notice	Current Year TNT
---------------------	-------------------	---------------	-------	-------	---------	-------------------	---------------------------	----------------------------	------------------

Taxpayer/Owner Information

Taxpayer #34360
HJELM/JAMES
17921 CO RD 96 SW
KENSINGTON MN 56343

General

MP #54-0223-000 Re/Mh: REAL ESTATE
Twp/City School
54 2342
Twp/City 54 - SOLEM TWP
School Dist 2342 - WEST CENTRAL AREA SCHOOLS

Description

Sect	Twp	Range	Lot	Block
24	127	40	0	0

SUBS C, G & H OF SUBS OF LOTS 1-3 & 4 &
N2SW4 & LOTS 3 & 4 EX 11.84 AC OF LOT 4
AC 144.61 (SUBJECT TO HIGHWAY EASEMENT)

Property Address

10937 CO RD 15 SW 56343

Escrow

0

Deeded Acres: 144.61

[Another Search](#) | [Back to ParcelList](#) |

As of : **9/6/2023**

Parcel Number: **54-0212-000**

Payable Year: **2024 Rec# 1 of 3**

[Next Record](#) | [Previous Record](#)

[General Information](#) | [Value Information](#) | [Special Asmts](#) | [Ditch](#) | [Sales](#) | [History](#) | [Appraisal Summary](#)

varcid=21

General

PCL # 54-0212-000/1

HJELM/JAMES

Class 101 AGRICULTURE

Homestead 1 FULL HOMESTEAD

MP# 54-0223-000

HST Choice 2

Limits %

Market/Taxable		Tax Capacity		Miscellaneous	
Land	201000	Net TC	1006	Deeded Acres	72.00
	/ 201000				
Build	0 / 0	Market Ref	0	Till Acres	67.00
Machine	0 / 0	Q.T.A.	0		
Exemptions		HS HG/1A	0	CER	87
Exclusion	0	NH HG/1A	0		
Total MKT	201000 / 201000				
GA Land	0 / 0				
Build Site	0 / 0				
House/Gar	0 / 0				
Other Build	0				
Till Land	201000				
NC House	0				
NC Other	0				
New Improve	0				
Limit Flag					

This Data is Subject to Change.

[Another Search](#) | [Back to ParcelList](#) |

Property ID Number: 54-0212-000
Property Description: SECT-24 TWP-127 RANG-40
SUBS C, G & H OF SUBS OF LOTS 1-3 &
4 & N2SW4 & LOTS 3 & 4 EX 11.84 AC
10937 CO RD 15 SW

JAMES HJELM
17921 CO RD 96 SW
KENSINGTON MN 56343

34360-T
ACRES 144.61

Values and Classification		
Taxes Payable Year		2021 2022
Step 1	Estimated Market Value:	314.600 313.700
	Homestead Exclusion:	
	Taxable Market Value:	314.600 313.700
	New Improve/Expired Excls:	
	Property Class:	AGRI HSTD AGRI HSTD RUVH HSTD RUVH HSTD Sent in March 2021 COMM NON-HST COMM NON-HST
Step 2	Proposed Tax	
	* Does Not Include Special Assessments	894.00
Step 3	Property Tax Statement	
	First half Taxes:	442.00
	Second half Taxes:	442.00
	Total Taxes Due in 2022	884.00

\$\$\$
REFUNDS?

You may be eligible for one or even two refunds to
reduce your property tax.
Read the back of this statement to find out how to apply.

1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund

File by August 15th. IF BOX IS CHECKED, YOU OWE DELINQUENT TAXES AND ARE NOT ELIGIBLE

2. Use these amounts on Form M1PR to see if you are eligible for a special refund

Taxes Payable Year:		2021	2022
1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund00
File by August 15th. 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 refund00	
Property Tax and Credits	3. Property taxes before credits	1,246.11	1,183.25
	4. A. Agricultural and rural land tax credits	277.87	283.68
	B. Other credits to reduce your property tax	18.24	15.57
	5. Property taxes after credits	950.00	884.00
	6. County	617.55	589.84
Property Tax by Jurisdiction	7. City or Town	130.32	123.94
	8. State General Tax00	.00
	9. School District: 2342 A. Voter approved levies	93.18	75.81
	B. Other local levies	83.91	71.45
	10. Special Taxing Districts: A. HRA	25.04	22.96
	B.		
	C.		
	D.		
	11. Non-school voter approved referenda levies		
	12. Total property tax before special assessments	950.00	884.00
Special Assessments on Your Property	13. A.		
	B.		
	C.		
	D.		
	E.		
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS		950.00	884.00

2 2nd Half 2022 DETACH AND RETURN THIS STUB WITH YOUR SECOND HALF PAYMENT
Pay Stub MAKE CHECKS PAYABLE TO: DOUGLAS COUNTY AUDITOR-TREASURER
IF YOU PAY YOUR TAXES LATE, YOU WILL BE CHARGED A PENALTY. SEE BACK FOR RATE

PRCL# 54-0212-000 RCPT# 18726
AGRI HSTD

1 1st Half 2022 DETACH AND RETURN THIS STUB WITH YOUR FIRST HALF PAYMENT
Pay Stub MAKE CHECKS PAYABLE TO: DOUGLAS COUNTY AUDITOR-TREASURER
IF YOU PAY YOUR TAXES LATE, YOU WILL BE CHARGED A PENALTY. SEE BACK FOR RATE

PRCL# 54-0212-000 RCPT# 18726
AGRI HSTD

AMOUNT DUE	AMOUNT DUE	TOTAL TAX	884.00
NOVEMBER 15, 2022	2ND HALF TAX 442.00	1ST HALF TAX	442.00
	PENALTY	PENALTY	
	TOTAL	TOTAL	

NO RECEIPT SENT UNLESS REQUESTED.
YOUR CANCELLED CHECK IS YOUR RECEIPT.

TAXES OF \$100.00 OR LESS
MUST BE PAID IN FULL.

JAMES HJELM
17921 CO RD 96 SW
KENSINGTON MN 56343

34360-T

JAMES HJELM
17921 CO RD 96 SW
KENSINGTON MN 56343

34360-T

LIST ADDRESS CORRECTIONS ON THE BACK OF TAX STUB

LAW OFFICES OF
THORNTON, DOLAN, BOWEN, KLECKER & BURKHAMMER, P.A.

R. S. THORNTON
(1892-1960)
J. G. THORNTON
(1923-1996)
ROBERT M. HEGG
(Retired)
THOMAS J. REIF
(1944-2015)

MICHAEL J. DOLAN *+
LISA J. BOWEN
THOMAS P. KLECKER ◇
MEGAN E. BURKHAMMER

* MSBA Certified Civil Trial Law
Senior Specialist
+ Qualified Neutral Under Rule 114 of the
Minnesota General Rules of Practice
◇ MSBA Board Certified
Real Property Specialist

1017 BROADWAY
P.O. BOX 819
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TELEPHONE: (320) 762-2361
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LEGAL ASSISTANTS:
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KRISTINE A. GOBEL
LENEA M. JENNINGS
RENAE R. KASPER
REBECCA M. SCHULTZ
PATRICIA K. WENDELL

September 15, 2023

BRANDON ZEILSDORF
ZEILSDORF AUCTIONS
119 - 3RD STREET NORTH
BENSON, MN 56215

VIA EMAIL: Brandon@zeilsdorfauctions.com

Dear Mr. Zeilsdorf:

RE: JAMES HJELM / REAL ESTATE MATTER
OUR FILE NO. 22-411TPK

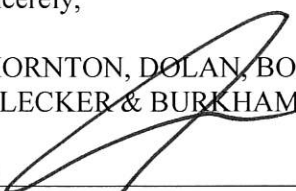
I am writing in follow up to your message. I have enclosed a copy of the original Memorandum of Lease that was recorded in 2018 relating to the Lease entered into between James Hjelm and American Towers LLC. This document identifies the property subject to the Lease. I believe there are restrictions on Mr. Hjelm's ability to provide a copy of the original Lease.

Additionally, I want to point out that Mr. Hjelm is in the process of selling this leasehold interest to American Towers, which would involve him receiving a payment in lieu of monthly payments under the Lease. What this means is that the easement will continue in place, but that any successor owner of the property will not be entitled to any future lease payments. I think it will be very important to document this in the sales documents, especially the Purchase Agreement, as a buyer may have an expectation of receiving payments relating to the Lease.

I do not have an exact date on which American Towers will close the transaction on the purchase of Mr. Hjelm's leasehold interest, but we want that to occur before the closing on the sale of the property. Please advise me as to the tentative date on which you believe that sale of the real estate will close. I would like to have the opportunity to review any Purchase Agreement before it is signed. Thank you.

Sincerely,

THORNTON, DOLAN, BOWEN,
KLECKER & BURKHAMMER, P.A.

By 
Thomas P. Klecker
tklecker@thorntonlawoffice.com

TPK/kag
cc: James Hjelm, via email

Enclosure

DOCUMENT#: **404643**

Recorded 10-16-2018 at 03:29 PM

DAWN M CROUSE, RECORDER

DOUGLAS County, MN

Pages: 6 Fee Amount: \$46.00

***The above recording information verifies
this document has been electronically
recorded and returned to the submitter***

Prepared by and Return to:

American Tower

10 Presidential Way

Woburn, MA 01801

Attn: Land Management/Ryan Oatis, Esq.

ATC Site No: 273499

ATC Site Name: Kensington MN

Assessor's Parcel No(s): 5A-0212-000

Prior Recorded Lease Reference:

Document No: 322734

State of Minnesota

County of Douglas

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 22nd day of September, 2018 by and between James Hjelm, ("**Landlord**") and American Towers LLC, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord and New Cingular Wireless PCS, LLC, predecessor-in-interest to Tenant, entered into that certain Option and Lease Agreement dated July 22, 2009 (the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be January 4, 2075. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

Site No: 273499

Site Name: Kensington, MN

MOLAMMOI

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: James Hjelm, 17921 County Rd 96 SW, Kensington, MN 56343; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

Signature: *James Hjelm*
Print Name: James Hjelm
Date: 8-28-2018

Signature: *Monica M. Stanley*
Print Name: MONICA M. STANLEY

Signature: *Renae R. Kasper*
Print Name: Renae R. Kasper

WITNESS AND ACKNOWLEDGEMENT

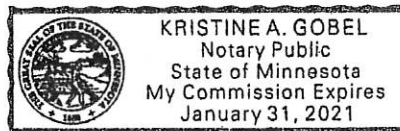
State/Commonwealth of MN

County of Douglas

On this 28th day of August, 2018, before me, the undersigned Notary Public, personally appeared James Hjelm, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kristine A. Gobel
Notary Public
Print Name: Kristine A. Gobel
My commission expires: Jan. 31, 2021



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

American Towers LLC,
a Delaware limited liability company

Signature: [Signature]
Print Name: Shawn Lanier
Title: Vice President - Legal
Date: 9-26-2018

WITNESS

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 26th day of September, 2018, before me, Nicole C. Montgomery
the undersigned Notary Public, personally appeared Shawn Lanier
who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Nicole C. Montgomery
Notary Public
Print Name: _____
My commission expires: 4/13/23



NICOLE C. MONTGOMERY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 13, 2023

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall, with prior consent of Landlord, have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

THE N 1/2 SW 1/4, SECTION 24, TOWNSHIP 127 NORTH, RANGE 40 WEST.

APN: SA-0212-000

LEASED PREMISES

Tenant shall, with prior consent of Landlord, have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 10,000 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 127, RANGE 40, DOUGLAS COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 32 MINUTES 44 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 904.22 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 16 SECONDS EAST, A DISTANCE OF 322.47 FEET TO THE POINT OF BEGINNING OF THE LEASE AREA TO BE DESCRIBED; THENCE CONTINUE NORTH 89 DEGREES 27 MINUTES 16 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 44 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 16 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 44 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

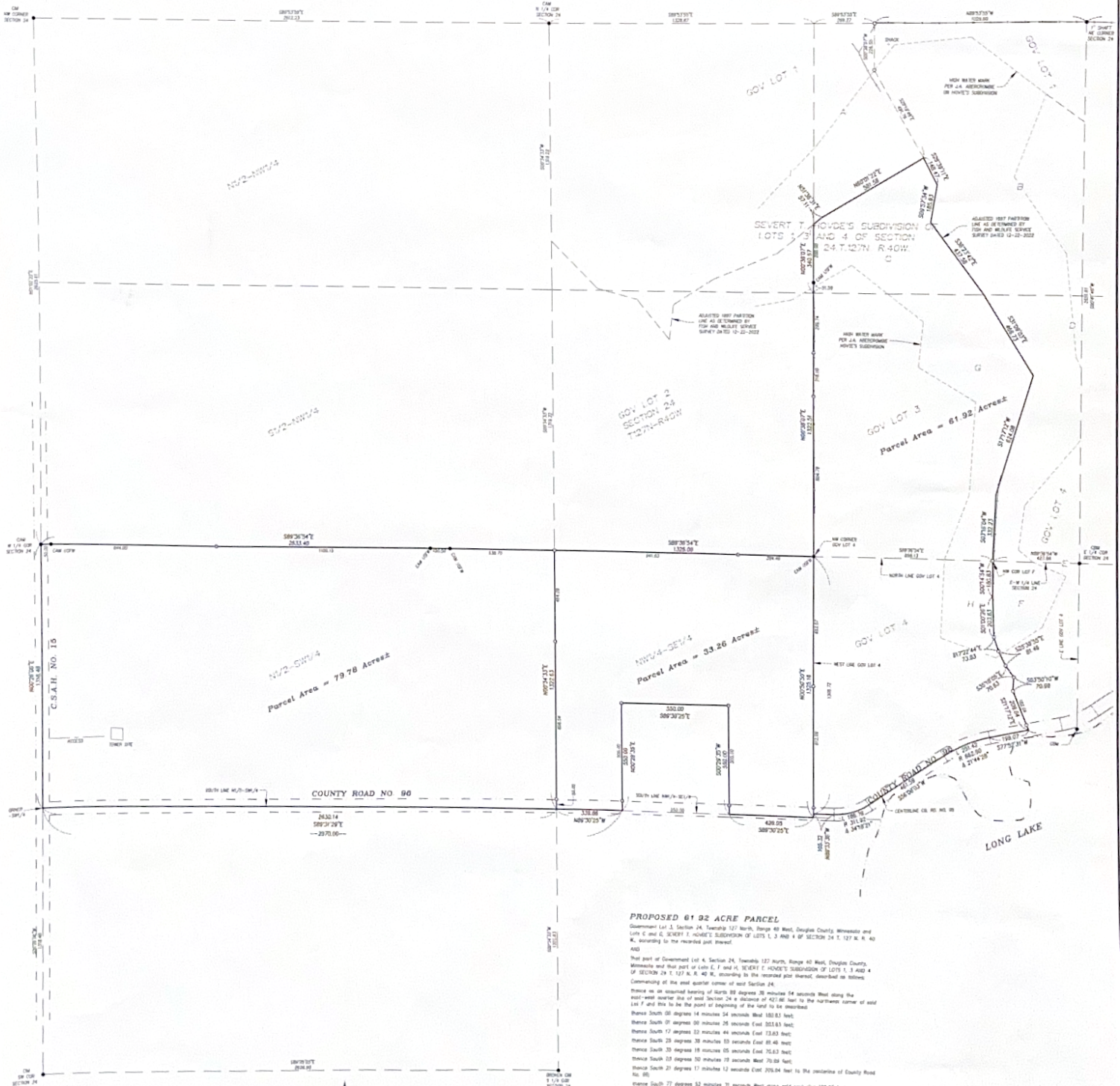
A 20.00 foot wide easement for ingress, egress and utility purposes over, under and across that part the North Half of the Southwest Quarter of Section 24, Township 127, Range 40, Douglas County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northwest corner of said North Half of the Southwest Quarter; thence South 00 degrees 32 minutes 44 seconds East, along the West line of said North Half of the Southwest Quarter, a distance of 904.22 feet; thence North 89 degrees 27 minutes 16 seconds East, a distance of 322.47 feet; thence South 00 degrees 32 minutes 44 seconds East, a distance of 65.52 feet to the Point of Beginning of the centerline to be described; thence South 89 degrees 27 minutes 16 seconds West, a distance of 289.47 feet to the east right of way line of County State Aid Highway Number 15 and said centerline there terminating.

The sidelines of said easement are to be shortened or lengthened to terminate at said east right of way line of County State Aid Highway Number 15.

CERTIFICATE OF SURVEY

STOECKEL-JAHNER SURVEYING FILE NO. 8100



PROPOSED 33.26 ACRE PARCEL

The Northwest Quarter of the Southwest Quarter, Section 24, Township 127 North, Range 40 West, Douglas County, Minnesota, described as follows:
Commencing at the Southwest corner of the 36°30'00" of said Section 24, thence easterly along the South line of said 36°30'00" to the point of beginning of the road to be described;
thence northerly perpendicular to said South line of the 36°30'00" to 550.00 feet;
thence easterly parallel with said South line of the 36°30'00" to 550.00 feet;
thence southerly perpendicular to said South line of the 36°30'00" to 550.00 feet to said South line of the 36°30'00";
thence westerly along said South line, 550.00 feet to the point of beginning.

PROPOSED 79.78 ACRE PARCEL

The North half of the Southwest Quarter, Section 24, Township 127 North, Range 40 West, Douglas County, Minnesota, described as follows:
Commencing 79.78 acres more or less, Subject to existing county road easements of record over the westerly and southerly portions thereof;

PROPOSED 61.92 ACRE PARCEL

Government Lot 1, Section 24, Township 127 North, Range 40 West, Douglas County, Minnesota, and that part of Lots 1, 2, 3 and 4 of Section 24 T. 127 N. R. 40 W., according to the recorded plat thereof.
That part of Government Lot 1, Section 24, Township 127 North, Range 40 West, Douglas County, Minnesota, and that part of Lots 1, 2, 3 and 4 of Section 24 T. 127 N. R. 40 W., according to the recorded plat thereof, described as follows:
Commencing at the east quarter corner of said Section 24, thence as an original bearing of North 89 degrees 38 minutes 14 seconds West along the east-west quarter line of said Section 24 a distance of 457.86 feet to the northwest corner of said Lot 1 and this to be the point of beginning of the road to be described;
thence South 88 degrees 14 minutes 54 seconds West 180.63 feet;
thence South 87 degrees 59 minutes 26 seconds East 323.63 feet;
thence South 17 degrees 22 minutes 44 seconds East 13.83 feet;
thence South 25 degrees 38 minutes 53 seconds East 85.48 feet;
thence South 38 degrees 18 minutes 05 seconds East 75.23 feet;
thence South 33 degrees 30 minutes 19 seconds East 70.84 feet;
thence South 27 degrees 17 minutes 12 seconds East 205.84 feet to the centerline of County Road No. 90;
thence South 77 degrees 52 minutes 37 seconds West along said centerline 198.07 feet;
thence southeasterly along said centerline and along a tangential curve, thence to the railroad, thence 193.63 feet, thence single 77 degrees 44 minutes 28 seconds 291.47 feet;
thence South 58 degrees 08 minutes 53 seconds West along tangent and along said centerline 451.58 feet;
thence southeasterly along said centerline and along a tangential curve, thence to the railroad, thence 391.83 feet, thence single 24 degrees 18 minutes 21 seconds 388.79 feet;
thence North 88 degrees 53 minutes 36 seconds West along tangent and along said centerline 105.22 feet to the west line of said Government Lot 1;
thence North 88 degrees 53 minutes 36 seconds East along said west line 1306.72 feet to the northwest corner of said Government Lot 1;
thence South 88 degrees 38 minutes 54 seconds East along said east-west quarter line 555.13 feet to the point of beginning.

All of the above containing 61.92 acres more or less. Subject to an existing county road easement of record over the southerly portion thereof.

LEGEND

- FROM MONUMENT FOUND
- 1ST PLYMETH
- MONUMENT FOUND
- EXISTING FENCE

Containing 33.26 acres more or less. Subject to an existing county road easement of record over the southerly portion thereof.

NOTE: A True Opinion and/or Title Commitment were not provided for the parcels of this survey. Examiners may wish which are not shown herein.

I hereby certify that this survey plan, as reported is true and correct to the best of my knowledge and belief and on a true and correct survey.

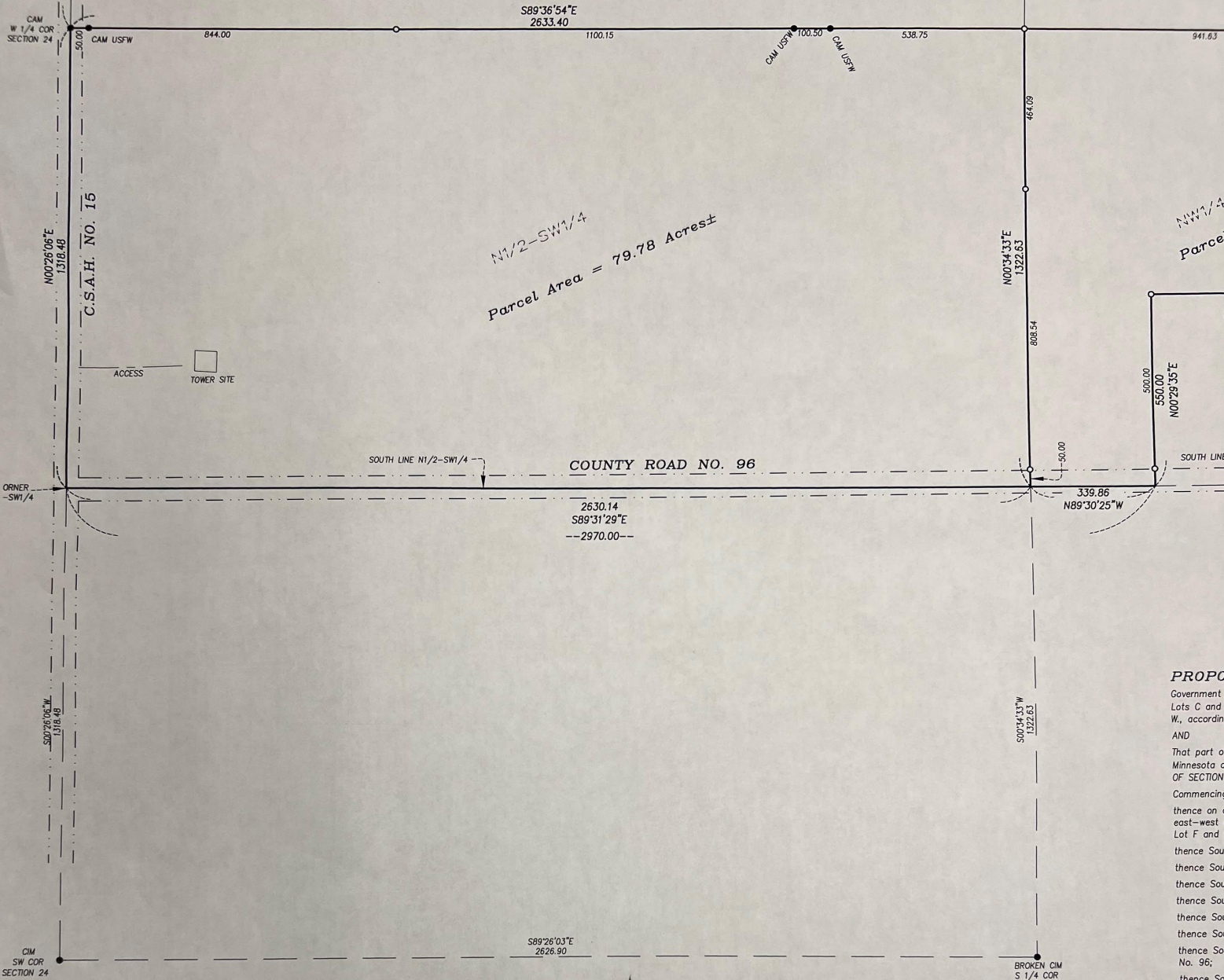
14483 02-15-23

STOECKEL-JAHNER
LAND SURVEYING

PREPARED FOR: JAMES HJELM

MARK F. LAMON LICENSE NO. 44483
100 3rd Avenue East, P.O. Box 100, Mendota, WI 53541
Phone: 202-100-0000 Fax: 202-100-0000
Website: www.stoeckel-jahner.com Email: mjl@stoeckel-jahner.com

REV. TOP. MAP: 24-127-40
DATE: 02-10-23
DRAWN BY: JN
CHECKED BY: MFP
FILE NUMBER: 8100



PROPOSED 33.26 ACRE PARCEL

The Northwest Quarter of the Southeast Quarter, Section 24, Township 127 North, Range 40 West, Douglas County, Minnesota, described as follows:

EXCEPT

That part of the NW1/4SE1/4 of Section 24, Township 127 North, Range 40 West, Douglas County, Minnesota, described as follows:

Commencing at the Southwest corner of the N1/2SW1/4 of said Section 24; thence easterly, along the South line of said N1/2SW1/4 and along the South line of said NW1/4SE1/4, 2970.00 feet to the point of beginning of the land to be described;

thence northerly perpendicular to said South line of the NW1/4SE1/4, 550.00 feet;

thence easterly, parallel with said South line of the NW1/4SE1/4, 550.00 feet;

thence southerly, perpendicular to said South line of the NW1/4SE1/4, 550.00 feet to said South line of the NW1/4SE1/4;

thence westerly, along said South line, 550.00 feet to the point of beginning.

Containing 33.26 acres more or less. Subject to an existing county road easement of record over the southerly portion thereof.

PROPOSED 79.78 ACRE PARCEL

The North Half of the Southwest Quarter, Section 24, Township 127 North, Range 40 West, Douglas County, Minnesota.

Containing 79.78 acres more or less. Subject to existing county road easements of record over the westerly and southerly portions thereof.

NOTE: A Title Opinion and/or Title Commitment were not provided for the benefit of this survey. Easements may exist which are not shown herein.

PROPO

Government

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Minnesota ar

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radius 311

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thence No

northwest

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of record

I hereby certify that this survey, plan, or map was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor in the State of Minnesota.

44493

License No.

02-15-23

Date