

BYRON & PAUL HANSON ONLINE ONLY LAND AUCTION

Ending March 4, 2024

**286.06+/- SURVEYED ACRES IN TWO PARCELS
SECTION 12 PRIOR TOWNSHIP, CLINTON, MN. 56225**

PROPERTY HAS BEEN SURVEYED

PROPERTY HAS BEEN IN THE HANSON FAMILY FOR 145 YEARS



PARCEL 1

**158 +/- SURVEYED ACRES
119+/- TILLABLE ACRES
PARCEL ID
13-0058-000
CPI 87.3
ON TILLABLE ACRES**

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.

PARCEL 2

**128.06 +/- SURVEYED ACRES
91+/- TILLABLE ACRES
PARCEL ID
13-0055-000
CPI 90.2
ON TILLABLE ACRES**

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/Broker
MN 76-29, • 320-808-8947
Bob Zielsdorf, Auctioneer/Agent • 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
Jani 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

February 23rd—
March 4th, 2024
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.**
- **Sellers might be doing a 1031 Exchange.**
- **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.
- **All parcels will be linked together until final bids have been placed on each parcel. If bid is placed in the last 6 minutes of bidding lots will be extended for 6 more minutes until all bidding has stopped.**

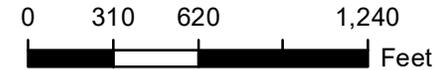
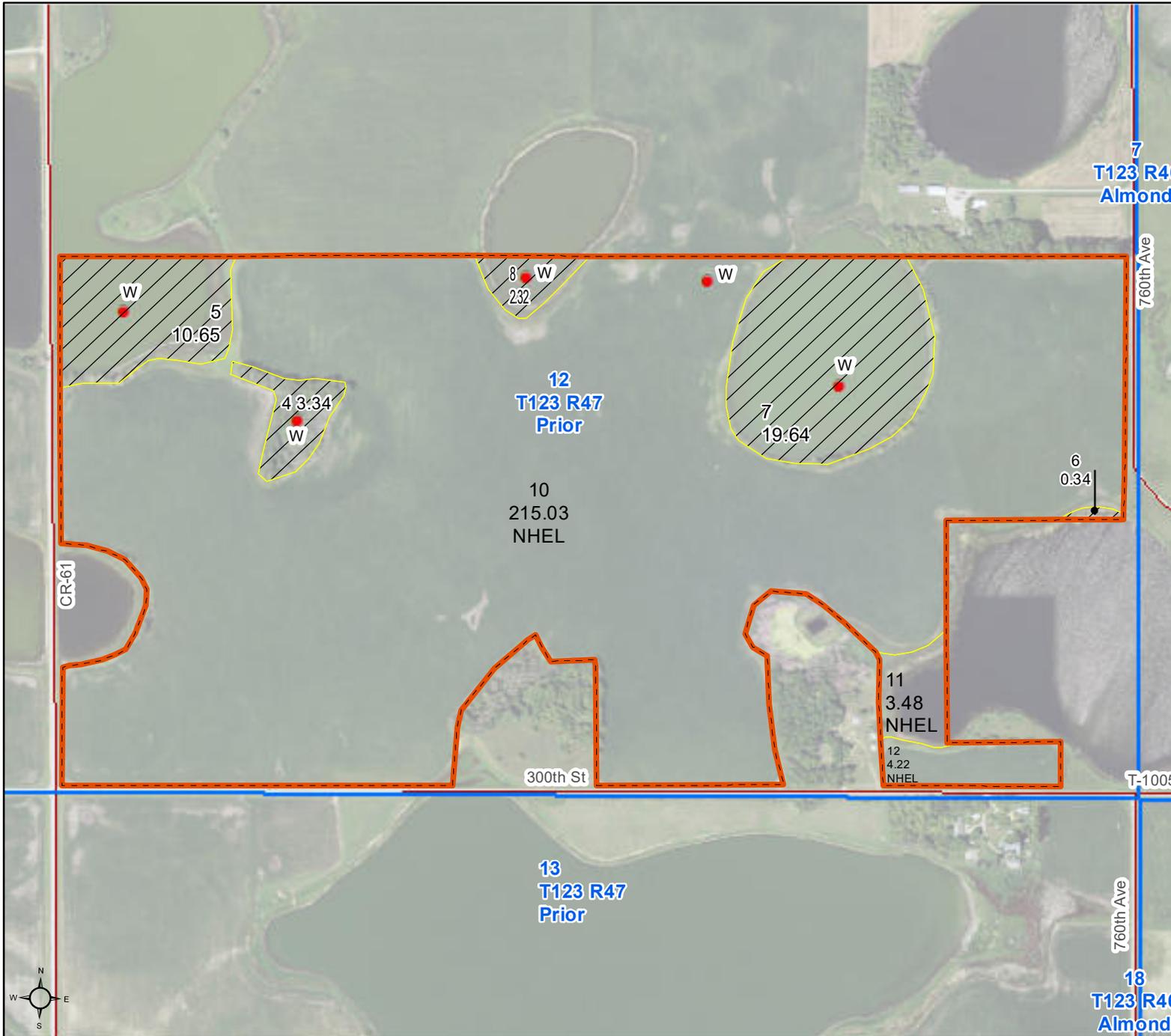
Environmental Disclaimer

- 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.
- 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.
- **Closing and Possession will be On or Before April 17th, 2024 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.



- 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
- Tract Boundary

Wetland Determination Identifiers

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

Tract Cropland Total: 222.73 acres





Parcel #1

158+/- Surveyed Acres

119+/- TILLABLE ACRES

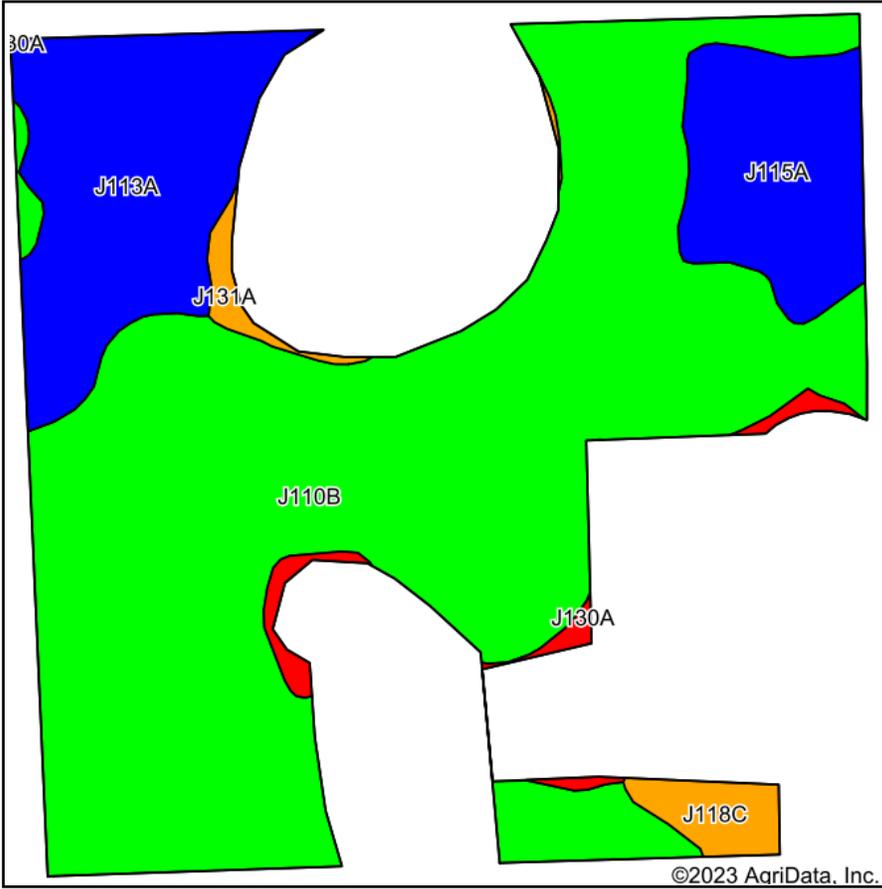
PARCEL ID

13-0058-000

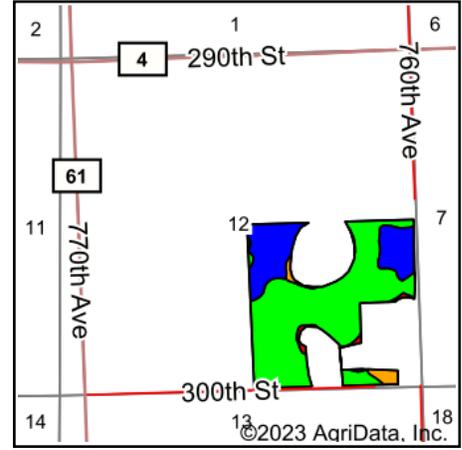
CPI 87.3

ON TILLABLE ACRES

Soils Map



Soils data provided by USDA and NRCS.



State: **Minnesota**
 County: **Big Stone**
 Location: **12-123N-47W**
 Township: **Prior**
 Acres: **96.49**
 Date: **12/26/2023**



Maps Provided By:



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www.AgriDataInc.com



Area Symbol: MN011, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
J110B	Aazdahl-Formdale-Balaton clay loams, 0 to 4 percent slopes	68.09	70.6%		IIc	93
J113A	Flom-Aazdahl-Hamerly complex, 0 to 2 percent slopes	14.83	15.4%		IIw	88
J115A	Flom-Hamerly complex, 0 to 2 percent slopes	9.12	9.5%		IIIw	90
J118C	Hokans-Svea-Buse complex, 2 to 12 percent slopes	1.93	2.0%		Ile	80
J130A	Quam and Cathro soils, 0 to 1 percent slopes, frequently ponded	1.53	1.6%		VIIIw	5
J131A	Quam silty clay loam, 0 to 1 percent slopes, occasionally ponded	0.99	1.0%		IIIw	80
Weighted Average					2.20	90.2

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



Parcel #2

128.06+/- Surveyed Acres

91+/- TILLABLE ACRES

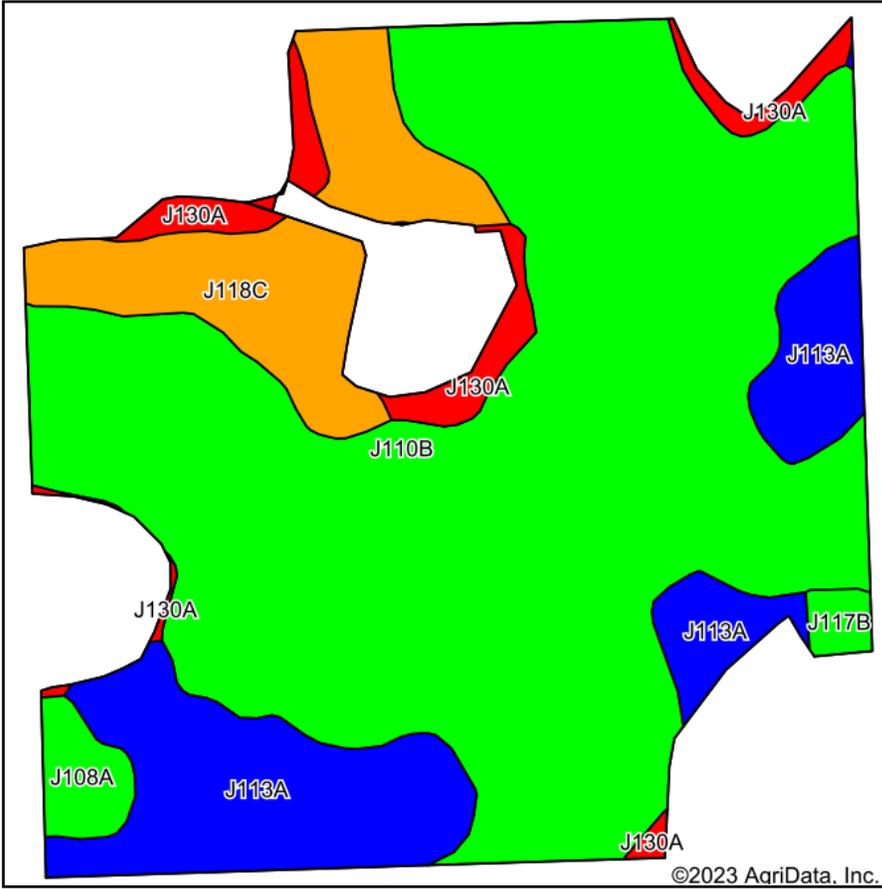
PARCEL ID

13-0055-000

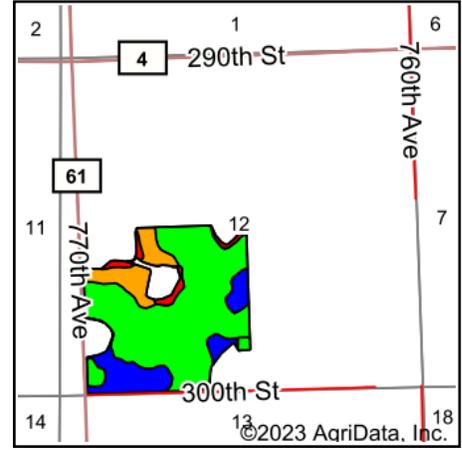
CPI 90.2

ON TILLABLE ACRES

Soils Map



Soils data provided by USDA and NRCS.



State: **Minnesota**
 County: **Big Stone**
 Location: **12-123N-47W**
 Township: **Prior**
 Acres: **119.95**
 Date: **12/26/2023**



Maps Provided By:



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Area Symbol: MN011, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
J110B	Aazdahl-Formdale-Balaton clay loams, 0 to 4 percent slopes	80.24	66.9%		IIc	93
J113A	Flom-Aazdahl-Hamerly complex, 0 to 2 percent slopes	18.78	15.7%		IIw	88
J118C	Hokans-Svea-Buse complex, 2 to 12 percent slopes	12.97	10.8%		IIe	80
J130A	Quam and Cathro soils, 0 to 1 percent slopes, frequently ponded	4.93	4.1%		VIIIw	5
J108A	Aazdahl-Balaton clay loams, 0 to 2 percent slopes	2.15	1.8%		IIc	97
J117B	Hokans-Svea complex, 2 to 6 percent slopes	0.88	0.7%		IIe	99
Weighted Average					2.25	87.3

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



**MULTI PARCEL
INFORMATION**



Abbreviated 156 Farm Record

Operator Name : DAVID BOTKER
 CRP Contract Number(s) : None
 Recon ID : None
 Transferred From : None
 ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
259.02	222.73	222.73	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	222.73	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	SOYBN	CORN

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	113.20	0.00	169	
Soybeans	107.10	0.00	41	0
TOTAL	220.30	0.00		

NOTES

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Tract Number : 489

Description : SW4 N2SE4 SW4SE4 SEC. 12 PRIOR
 FSA Physical Location : MINNESOTA/BIG STONE
 ANSI Physical Location : MINNESOTA/BIG STONE
 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 : PAUL HANSON, BYRON HANSON
 Other Producers : None
 Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
259.02	222.73	222.73	0.00	0.00	0.00	0.00	0.0

Abbreviated 156 Farm Record

Tract 489 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	222.73	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	113.20	0.00	169
Soybeans	107.10	0.00	41
TOTAL	220.30	0.00	

NOTES

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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.

PRIOR

		TC	6.130	7.141
		Values and Classification		
		Taxes Payable Year	2022	2023
Step 1	Estimated Market Value:		613,000	714,100
	Homestead Exclusion:			
1	Taxable Market Value:		613,000	714,100
	New Improve/Expired Excls:			
		Property Class:	AGRI NON-HSTD AGRI NON-HSTD	
Sent in March 2022				
Step 2	Proposed Tax			
		* Does Not Include Special Assessments		
		Sent in November 2022		
Step 3	Property Tax Statement			
		First half Taxes:	1,707.00	
		Second half Taxes:	1,707.00	
		Total Taxes Due in 2023	3,414.00	

Property ID Number: 13-0058-000
 Property Description: SECT-12 TWP-123 RANG-47
 SW 1/4 FRAC & R RGTS

ESTHER J HANSON C.D. 3521-O
 BYRON & PAUL HANSON 3396-T
 5307 1ST AVE S
 MINNEAPOLIS MN 55419-2624 ACRES 164.49



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:	2022	2023
				.00
				.00
Property Tax and Credits	3. Property taxes before credits		3,370.17	3,452.44
	4. A. Agricultural and rural land tax credits00	.00
	B. Other credits to reduce your property tax		89.85	106.12
	5. Property taxes after credits		3,280.32	3,346.32
Property Tax by Jurisdiction	6. County		2,544.71	2,565.97
	7. City or Town		272.54	266.50
	8. State General Tax00	.00
	9. School District: 2888 A. Voter approved levies		110.09	108.54
	B. Other local levies		208.93	191.66
	10. Special Taxing Districts: A. REGION 6W		19.49	20.49
	B. HRA00	66.84
	C. UPPER MN RIVER WATERSHED		124.56	126.32
	D.			
	11. Non-school voter approved referenda levies			
	12. Total property tax before special assessments		3,280.32	3,346.32
Special Assessments on Your Property	13. A. 131 CD 13			67.68
	B.			
PRIN	67.68 C.			
INT	D.			
TOT	67.68 E.			
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS			3,348.00	3,414.00

2nd Half Pay Stub 2023 DETACH AND RETURN THIS STUB WITH YOUR SECOND HALF PAYMENT
 MAKE CHECKS PAYABLE TO: BIG STONE COUNTY
 IF YOU PAY YOUR TAXES LATE, YOU WILL BE CHARGED A PENALTY. SEE BACK FOR RATE

1st Half Pay Stub 2023 DETACH AND RETURN THIS STUB WITH YOUR FIRST HALF PAYMENT
 MAKE CHECKS PAYABLE TO: BIG STONE COUNTY
 IF YOU PAY YOUR TAXES LATE, YOU WILL BE CHARGED A PENALTY. SEE BACK FOR RATE

PRCL# 13-0058-000 RCPT# 3216
 AGRI NON-HSTD

PRCL# 13-0058-000 RCPT# 3216
 AGRI NON-HSTD

AMOUNT DUE		AMOUNT DUE	TOTAL TAX
NOVEMBER 15, 2023	2ND HALF TAX	1,707.00	3,414.00
	PENALTY		1,707.00
	TOTAL		
NO RECEIPT SENT UNLESS REQUESTED. YOUR CANCELLED CHECK IS YOUR RECEIPT.		TAXES OF \$100.00 OR LESS MUST BE PAID IN FULL.	

BYRON & PAUL HANSON 3396-T
 5307 1ST AVE S
 MINNEAPOLIS MN 55419-2624

BYRON & PAUL HANSON 3396-T
 5307 1ST AVE S
 MINNEAPOLIS MN 55419-2624

Property ID Number: 13-0058-000
Property Description: SECT-12 TWP-123 RANG-47
 SW 1/4 FRAC & R RGTS

ESTHER J HANSON C.D. 3521-O
 BYRON & PAUL HANSON 3396-T
 5307 1ST AVE S
 MINNEAPOLIS MN 55419-2624 ACRES 164.49

		Values and Classification	
		Taxes Payable Year	2021
Step 1	Estimated Market Value:	613,000	613,000
	Homestead Exclusion:		
	Taxable Market Value:	613,000	613,000
New Improve/Expired Excls:			
Property Class:		AGRI NON-HSTD AGRI NON-HSTD	
Sent in March 2021			
Step 2	Proposed Tax		3,274.00
* Does Not Include Special Assessments			
Sent in November 2021			
Step 3	Property Tax Statement		
First half Taxes:			1,674.00
Second half Taxes:			1,674.00
Total Taxes Due in 2022			3,348.00

\$\$\$ 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
3. Property taxes before credits			3,320.32	3,370.17
4. A. Agricultural and rural land tax credits00	.00
B. Other credits to reduce your property tax00	89.85
5. Property taxes after credits			3,320.32	3,280.32
6. County			2,607.47	2,544.71
7. City or Town			288.78	272.54
8. State General Tax00	.00
9. School District: 2888				
A. Voter approved levies			106.29	110.09
B. Other local levies			171.28	208.93
10. Special Taxing Districts:				
A. REGION 6W			19.06	19.49
B. UPPER MN RIVER WATERSHED			127.44	124.56
C.				
D.				
11. Non-school voter approved referenda levies				
12. Total property tax before special assessments			3,320.32	3,280.32
13. A. 131 CD 13				67.68
B.				
C.				
D.				
E.				
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS			3,388.00	3,348.00

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

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

PRCL# 13-0058-000 RCPT# 3213
 AGRI NON-HSTD

PRCL# 13-0058-000 RCPT# 3213
 AGRI NON-HSTD

AMOUNT DUE		AMOUNT DUE	TOTAL TAX
NOVEMBER 15, 2022	2ND HALF TAX	1,674.00	3,348.00
	PENALTY		1,674.00
	TOTAL		

NO RECEIPT SENT UNLESS REQUESTED.
 YOUR CANCELLED CHECK IS YOUR RECEIPT.
 BYRON & PAUL HANSON 3396-T
 5307 1ST AVE S
 MINNEAPOLIS MN 55419-2624

TAXES OF \$100.00 OR LESS
 MUST BE PAID IN FULL.
 BYRON & PAUL HANSON 3396-T
 5307 1ST AVE S
 MINNEAPOLIS MN 55419-2624

UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE
BUREAU OF SPORT FISHERIES AND WILDLIFE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Swan Edmund Asplund and Hulda Asplund, his wife,
of Clinton, Minnesota.

parties of the first part, and the UNITED STATES OF AMERICA, acting by and through the Secretary of
the Interior or his authorized representative, party of the second part.

WITNESSETH:

WHEREAS, section 4 of the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended
by section 3 of the Act of August 1, 1958 (72 Stat. 486, 16 U.S.C., sec. 718d (c)), authorizes the
Secretary of the Interior to acquire small wetland or pothole areas suitable for use as waterfowl
production areas:

WHEREAS, the lands described below contain or include small wetland or pothole areas
suitable for use as waterfowl production areas:

NOW, THEREFORE, for and in consideration of the sum of twelve hundred Dollars
(\$1200.00), the parties of the first part hereby convey to the United States, commencing with
the acceptance of this indenture by the Secretary of the Interior or his authorized representative
which acceptance must be made within nine months of the execution of this indenture by the parties
of the first part, or any subsequent date as may be mutually agreed upon during the term of this
option, an easement or right of use for the maintenance of the land described below as a waterfowl
production area in perpetuity, including the right of access thereto by authorized representatives
of the United States:

STATE OF MINNESOTA

BIG STONE COUNTY

T. 123 N., R. 47 W., 5th P.M.
section 12, SE 1/4



Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines,
canals, laterals, electrical transmission lines, telegraph and telephone lines, and all out-
standing mineral rights.

The parties of the first part, for themselves and for their heirs, successors and assigns,
covenant and agree that they will cooperate in the maintenance of the aforesaid lands as a waterfowl
production area by not draining or permitting the draining, through the transfer of appurtenant
water rights or otherwise, of any surface water including lakes, ponds, marshes, sloughs, swales,
swamps, or potholes, now existing or reoccurring due to natural causes on the above-described tract,
by ditching or any other means; by not filling in with earth or any other material or leveling, any
part or portion of the above-described tract on which surface water or marsh vegetation is now
existing or hereafter reoccurs due to natural causes; and by not burning any areas covered with
marsh vegetation. It is understood and agreed that this indenture imposes no other obligations or
restrictions upon the parties of the first part and that neither they nor their successors, assigns,
lessees, or any other person or party claiming under them shall in any way be restricted from
carrying on farming practices such as grazing, hay cutting, plowing, working and cropping wetlands
when the same are dry of natural causes, and that they may utilize all of the subject lands in the
customary manner except for the draining, filling, leveling, and burning provisions mentioned above.
Drained areas and wetland areas deleted from the provision of this easement
are shown on a drainage facilities map in the files of both parties.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted
on behalf of the United States by the Secretary of the Interior or his authorized representative,
although this indenture is acknowledged by the parties of the first part to be presently binding
upon the parties of the first part and to remain so until the expiration of said period for accept-
ance, as hereinabove described, by virtue of the payment to parties of the first part, by the
UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly
acknowledged by parties of the first part.

2. Notice of acceptance of this agreement shall be given the parties of the first part
by certified mail addressed to Swan Edmund Asplund at Clinton, Minnesota, and such notice shall be binding upon all the parties of the first part without sending a separate
notice to each.

3. The parties of the first part warrant that no person or selling agency has been
employed or retained to solicit or secure this contract upon agreement or understanding for a
commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide
established commercial or selling agencies maintained by the vendors for the purpose of securing
business. For breach or violation of this warranty the United States shall have the right to
annul this contract without liability or in its discretion to deduct from the contract price or
consideration the full amount of such commission, percentage, brokerage, or contingent fee.

MAX

4. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.

5. Payment of the consideration will be made by Disbursing Officers check after acceptance of this indenture by the Secretary of the Interior or his authorized representative, and after the Attorney General or in appropriate cases, the Field Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals
this 26th day of March, 1964.

Swan Edmund Asplund
Swan Edmund Asplund

Hulda Asplund (L.S.)
Hulda Asplund

(L.S.)

(L.S.)

James A. Hastings (L.S.)
(Witness)
James A. Hastings
Kenneth Hanson (L.S.)
Kenneth Hanson

ACKNOWLEDGEMENT

STATE Minnesota
COUNTY OF Big Stone

On this 26 day of March, in the year 1964, before me personally appeared Swan Edmund Asplund and Hulda Asplund, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

(SEAL)

Kenneth Hanson
(Official Title)

KENNETH HANSON
Notary Public, Big Stone County, Minn.
My Commission Expires Aug 1, 1968.

My commission expires

ACCEPTANCE

This indenture is accepted on behalf of the United States this AUG - 5 1964 day of 19, under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D(1).

THE UNITED STATES OF AMERICA

By

Arnold D. Holloway

Acting Regional Director

(Title)

Bureau of Sport Fisheries and Wildlife 24120

IN ACCORDANCE WITH THE MINNESOTA STATE DEED TRANSFER TAX ACT REQUIRING THE AFFIXING OF DOCUMENTARY STAMPS TO A DEED OF CONVEYANCE, WHEREBY CERTIFY THAT THE AMOUNT OF THE TAX DUE UNDER THE LAW IS \$ 1.65

George W. Sandberg
Acting CHIEF, REALTY MANAGEMENT SECTION

UNITED STATES DEPARTMENT OF THE INTERIOR (63X)
U. S. FISH AND WILDLIFE SERVICE
BUREAU OF SPORT FISHERIES AND WILDLIFE

CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Kenneth Hanson and Esther Hanson, his wife, of Clinton, Minnesota, and Martin Felix Asplund and Verna B. Asplund, his wife, of 3400 N.E. 34th Ave., Portland, Oregon

parties of the first part, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative, party of the second part.

WITNESSETH:

WHEREAS, section 4 of the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended by section 3 of the Act of August 1, 1958 (72 Stat. 486, 16 U.S.C., sec. 718d (c)), authorizes the Secretary of the Interior to acquire small wetland or pothole areas suitable for use as waterfowl production areas:

WHEREAS, the lands described below contain or include small wetland or pothole areas suitable for use as waterfowl production areas:

NOW, THEREFORE, for and in consideration of the sum of eight hundred-----Dollars (\$ 800.00), the parties of the first part hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative which acceptance must be made within six months of the execution of this indenture by the parties of the first part, or any subsequent date as may be mutually agreed upon during the term of this option, an easement or right of use for the maintenance of the land described below as a waterfowl production area in perpetuity, including the right of access thereto by authorized representatives of the United States:

STATE OF MINNESOTA

BIG STONE COUNTY

T. 123 N., R. 47 W., 5th P.M.

section 12, lot 1, N20W1, S21SW1

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, and all outstanding mineral rights.

The parties of the first part, for themselves and for their heirs, successors and assigns, covenant and agree that they will cooperate in the maintenance of the aforesaid lands as a waterfowl production area by not draining or permitting the draining, through the transfer of appurtenant water rights or otherwise, of any surface water including lakes, ponds, marshes, sloughs, swales, swamps, or potholes, now existing or reoccurring due to natural causes on the above-described tract, by ditching or any other means; by not filling in with earth or any other material or leveling, any part or portion of the above-described tract on which surface water or marsh vegetation is now existing or hereafter reoccurs due to natural causes; and by not burning any areas covered with marsh vegetation. It is understood and agreed that this indenture imposes no other obligations or restrictions upon the parties of the first part and that neither they nor their successors, assigns, lessees, or any other person or party claiming under them shall in any way be restricted from carrying on farming practices such as grazing, hay cutting, plowing, working and cropping wetlands when the same are dry of natural causes, and that they may utilize all of the subject lands in the customary manner except for the draining, filling, leveling, and burning provisions mentioned above.

Existing drainage facilities are shown on a map in the file of both parties.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United States by the Secretary of the Interior or his authorized representative, although this indenture is acknowledged by the parties of the first part to be presently binding upon the parties of the first part and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to parties of the first part, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by parties of the first part.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Kenneth Hanson at Clinton, Minnesota and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendors for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

3A. The parties of the first part agree that the consideration for this indenture be paid to Kenneth Hanson and Esther Hanson.

4. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.

5. Payment of the consideration will be made by Disbursing Officers check after acceptance of this indenture by the Secretary of the Interior or his authorized representative, and after the Attorney General or in appropriate cases, the Field Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 19th day of March, 1964.

Kenneth Hanson (L.S.)
Kenneth Hanson
Esther Hanson (L.S.)
Esther Hanson
Clifford D. Lawson (L.S.)
(Witness)
Clifford D. Lawson
James V. Hastings (L.S.)
(Witness)
James V. Hastings
S. G. Steen (L.S.)
S. G. Steen
Martin Felix Asplund (L.S.)
Martin Felix Asplund
Verna B. Asplund (L.S.)
Verna B. Asplund

ACKNOWLEDGEMENT

STATE Minnesota
COUNTY OF Big Stone ss

On this 19 day of March, in the year 1964, before me personally appeared Kenneth Hanson and Esther Hanson, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (sic) executed the same as their (sic) free act and deed.

(SEAL)

S. G. Steen
(Official Title)

My commission expires S. G. STEEN
Notary Public, BIG STONE CO. MINN.
My Commission Expires FEB. 23, 1967

ACCEPTANCE

This indenture is accepted on behalf of the United States this day of AUG 19 1964, 19, under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D(1).

I hereby certify that this conveyance is exempt from the Minnesota State Dead Transfer Tax.
Harold Sudberg
Acting Chief, Realty Management Section

THE UNITED STATES OF AMERICA
By W. P. Schaefer
/s/ W. P. Schaefer
(Title) ACTING REGIONAL DIRECTOR
Bureau of Sport Fisheries and Wildlife, 24180



Recently, I became aware that your agency has a listing for the 293 acre Hanson Tract in Prior Township in Big Stone County. There are two conservation easements on the tract which prospective buyers may want to be aware of. The easements protect 87 acres of wetlands which may not be drained or filled. Any tile placed close enough to the wetlands to cause drainage would be a violation of the easements. Attached are the original easement documents and maps indicating the protected wetlands. Please don't hesitate to contact me if you have any questions.

Bruce Freske
District Manager, Morris Wetland Management District
U.S. Fish and Wildlife Service
[43875 230th Street, Morris, MN 56267](http://www.fws.gov/morris)
[Office: \(320\) 589-4961](tel:3205894961)
[Mobile: \(320\) 287-0369](tel:3202870369)

* FSA
 COPY

HIGHLY ERODIBLE LAND AND WETLAND
 CONSERVATION DETERMINATION

Name: HANSON, BYRON
 County: Big Stone SWCD

Tract: 489
 Request Date:

Farm: HANSBYR
 FSA Farm No.: 821

Section I - Highly Erodible Land

Fields in this section have undergone a determination of whether they were highly erodible land (HEL) or not; fields for which an HEL Determination has not been completed are not listed. In order to be eligible for USDA benefits, a person must be using an approved conservation system on all HEL.

Field	HEL (Y/N)	Sodbusted (Y/N)	Acres	Determination Date
3	N	N	224.5	02/01/99

Section II - Wetlands

Fields in this section have had wetland determinations completed. See the Wetlands Explanation section for additional information regarding allowable activities under the wetland conservation provisions of the Farm Bill and Section 404 of the Clean Water Act.

Field	Wetland Label	Acres	Determination Date	Certification Date
3	W	18.9	02/01/99	02/01/99
3	PC/NW	205.6	02/01/99	02/01/99
UN	W	16.5	02/01/99	02/01/99
UN	AW	0.1	02/01/99	02/01/99
UN	NI	38.9	02/01/99	02/01/99

Wetlands Explanation

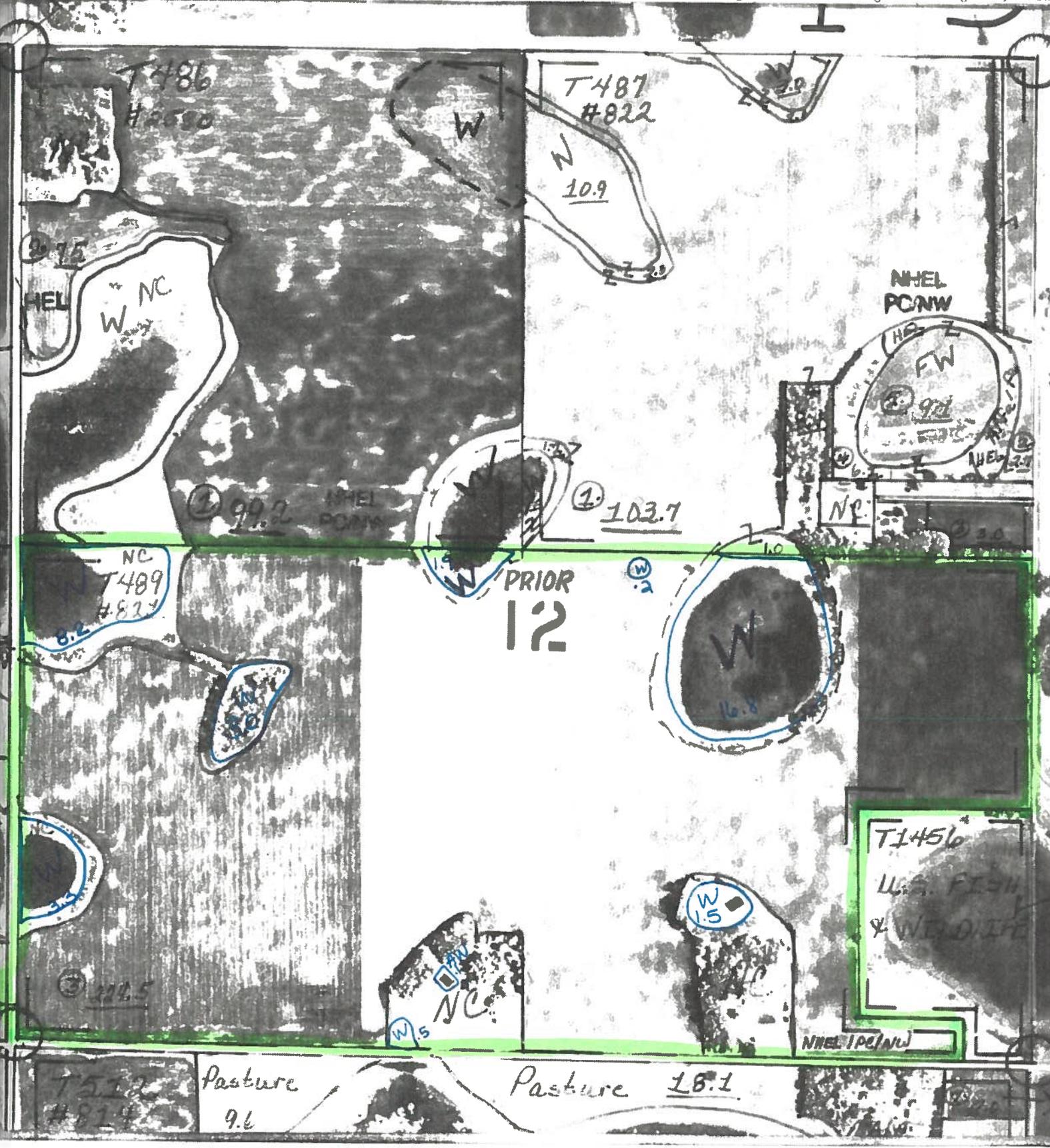
Wetland Label Explanatory Comments

Updated system
 2-9-99
 LPK

T = TRACT NUMBER | MT = MULTIPLE TRACT NUMBER | HEL = HIGHLY ERODIBLE LAND | HW = MINIMAL EFFECT WETLAND (EXEMPT) |
 W = WETLAND | CW = CONVERTED WETLAND | NHEL = NON-HIGHLY ERODIBLE | MWC, MWH, MWR = SPECIAL COND. (SEE DCS) |
 FW = FARMED WETLAND | NA = NON-AGRICULTURAL | PC = PRIOR CONVERTED WETLAND | NC = NON-CROPLAND | NI = NON-INVENTORIED |
 NW = NON-WETLAND | AW = ARTIFICIAL WETLAND | ECW = EXEMPT (COMMENCED) CONVERTED WETLAND | (PHOTO NO)

COUNTY **BIG STONE** | NOT TO BE REPRODUCED | CROP |
 SCALE **Dec. 1996** | YR. | **I-5**

WARNING: Contact NRCS before draining, dredging, filling, or leveling any wet areas or wetland coded fields or improving, modifying or maintaining an existing drainage system



U.S. Dept. of Agriculture
Farm Service Agency
Abbreviated 156 Farm Record

MINNESOTA
BIG STONE
Report ID: FSA-156EZ-R001

OPERATOR: Name, Address & I D No. FARMLAND CROPLAND AG USE EFF AG USE FARM DESCRIPTION STATUS
 LAND LAND
 474-54-9898 S 280.0 224.5 224.5 224.5 ACTIVE
 DAVID BOTKER 320-325-5978
 RR 1 BOX 71
 CLINTON MN 56225 9752

FARMS ASSOC. WITH OP: 1656 1657

CRP: .0 CRP Contract No.: NONE

ECON. REF. NO.: 00000 FAV HISTORY: N

CROP	CONTRACT ACREAGE	DBL.CROP AVG.	CRP REDUCTION	CRP PENDING	PYMT YLD
WHEAT	48.4	.0	.0	.0	33
CORN	65.1	.0	.0	.0	82

Remarks/Explanation:

Updated wetland determination/NRCS

No. of Tracts: 1

Year: 1999

TRACT NO.	FARMLAND	CROPLAND	AG USE	EFF AG USE	HEL	027	A027	WL	CW	FW	PC	AW	MW	PCW	MG	RW	CWTE	CWNA	
489	280.0	224.5	224.5	224.5	N	N	N	Y	N	N	Y	Y		N					
IDENTIFIER SW4 N2SE4 SW4SE4 SEC. 12 PRIOR D9 2B																			
OWNER 1 - PAUL HANSON, 2 - BYRON HANSON																			

This is a survey of part of:
South Half
Section 12, T123N-R47W, Big Stone County, Minnesota

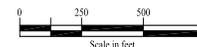


This drawing prepared by:

Bonnema Runke Stern Inc.

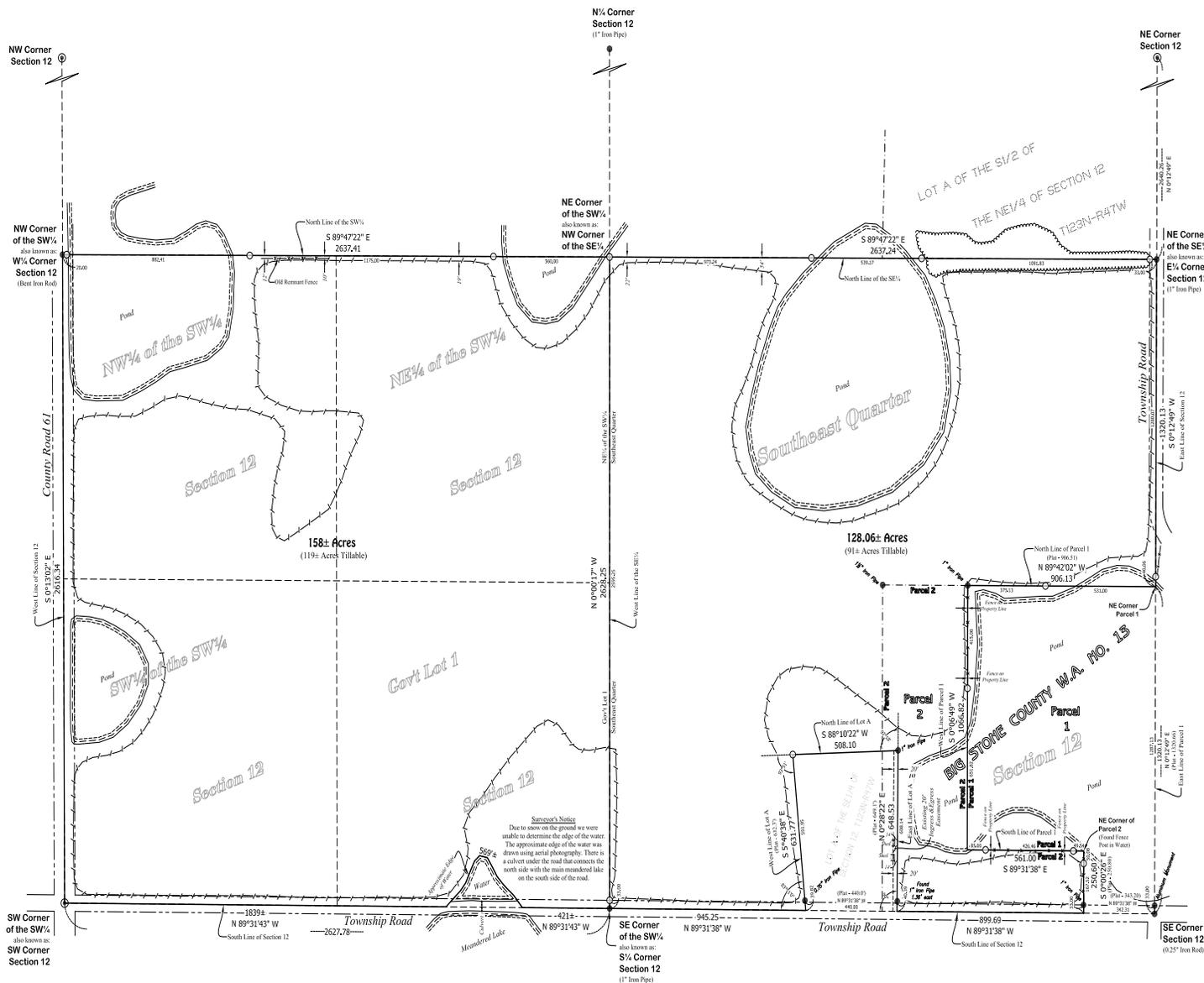
Professional Land Surveyors
 4566 Hwy 71 NE - Suite 1
 Willmar, MN 56201
 Office (320) 231-2844 Fax (320) 231-2827

Requested by: **Zielendorf Real Estate**
 118 3rd St. N.
 Boston, MN 56215



LEGEND

- Found Iron Monument from former survey
- Bonnema Runke Stern Inc. Placed Gapped Iron Monument
- ⊙ Cast Iron Monument
- - - Approximate Right of Way Line
- - - Plat Line
- - - Fence
- - - Farm Triage (Fall 2023)



Surveyor's Notice
 Due to snow on the ground we were unable to determine the edge of the water. The approximate edge of the water was drawn using aerial photography. There is a culvert under the road that connects the north side with the main meandered lake on the south side of the road.

Existing Land Description - 158± Acres
 The North Half of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter and Government Lot One (1) of Section Twelve (12) in Township One Hundred Twenty-three North of Range Forty-seven West, said land being also known as the Southwest Fractional Quarter of said Section 12, Township 123, Range 47.

Existing Land Description - 128.06± Acres
 The Southeast Quarter (SE¼), Section Twelve (12), Township One Hundred Twenty-three (123) North, Range Forty-seven (47) West of the 5th P.M., EXCEPTING THEREFROM Parcel 1 of Big Stone County W.A. #13, on file in Large Plat Case, page 104; ALSO EXCEPTING Lot A of the Southeast Quarter (SE¼); TOGETHER WITH a perpetual easement over and across the East Twenty (20) feet of said Lot A for the purpose of ingress & egress for farming purposes as Recited in Quit Claim Deed recorded in Book 101 of Deeds, page 169 and Warranty Deed recorded in Book 101 of Deeds, page 170.

All Documents referred to on this survey can be found on file in the office of the County Recorder

Bonnema Runke Stern Inc. is not giving a title opinion or abstract of this parcel. We suggest that you contact your attorney or a title insurance company for that purpose. Easements or neighboring deed conflicts may exist which affect this parcel and are not shown on this survey.

The distances shown from improvements to the property lines are shown for reference purposes only and are NOT intended for determining the property line location. Property corner monuments shall always be used when establishing the property line.

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. THE FIELD WORK WAS COMPLETED ON JANUARY 12, 2023.

Joshua J. Schmitt

Date: **January 18, 2024** License #: 40109