

301 South O'Connell Street, Marshall, Minnesota 56258

CROPLAND & REC. LAND IN SHERIDAN TWP – REDWOOD COUNTY, MN

Parcel described as:

<u>Parcel 1:</u> 170 +/- acres located in the Southwest Quarter (SW1/4) Sec. 9 & Part of the North Half of the Northwest Quarter (N1/2 NW1/4) Sec. 16-112-37 (Sheridan Twp) Redwood Co., MN. – Subject to Survey

<u>Parcel 1:</u> 170 +/- acres (151.08 tillable), very productive soils with a Crop Productivity Index (CPI) of 89.8. Amiret loam, Webster clay loam, Havelock clay loam, and Canisteo clay loams are the most common soils types. Farm contains an extensive amount of private drainage tile with an excellent outlet, which enhances the overall productivity of the farm. See drainage information for more details. The farm is subject to the 2021 lease terms with possession granted after closing or after the removal of the crops.

<u>Asking Price - Parcel 1:</u> 170 acres x \$6,850 per acre = \$1,164,500

<u>Parcel 2:</u> 60 +/- acres located in the North Half of the Northwest Quarter (N1/2 NW1/4) Sec. 16-112-37 (Sheridan Twp) Redwood Co, MN – Subject to Survey

<u>Parcel 2:</u> 60 +/- acres with 49.9 acres of beautiful RIM ground, including a small pond, 8.44 acres of non-easement land, which can be used for a food plot or building potential. Walk-In-Access program is available on 58 acres at a rate of \$18 per acre for up to 3 years or enjoy the property yourself! Possession granted after closing.

Parcel 2: 60 acres x \$1,000 per acre = \$60,000

Proposed 2021 Taxes for the Entire Farm: \$5,884

Sale Information:

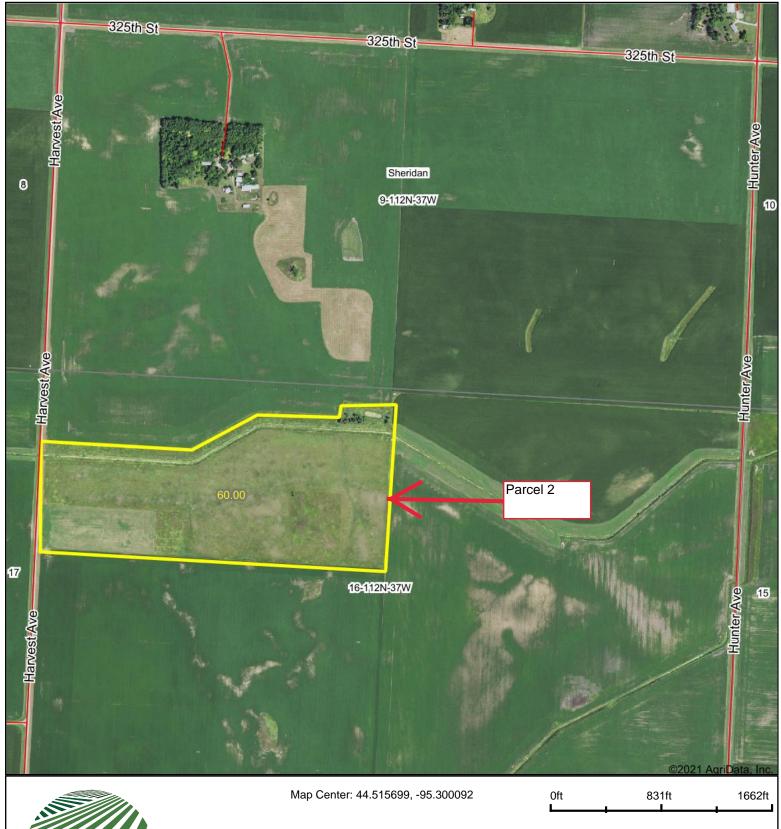
Farms can be purchased as individual parcels or as a whole unit. Property sold 'As Is.' The farm is under lease for 2021 and buyer will receive possession after closing or after the 2021 crops are harvested. Sale will not be contingent on financing. Cash sale with 15% earnest money required upon signing purchase agreement.

Additional information is available online at www.nfmco.com or by calling Brandon Kirk, salesperson, at 507-532-5120.



REALION

Aerial Map



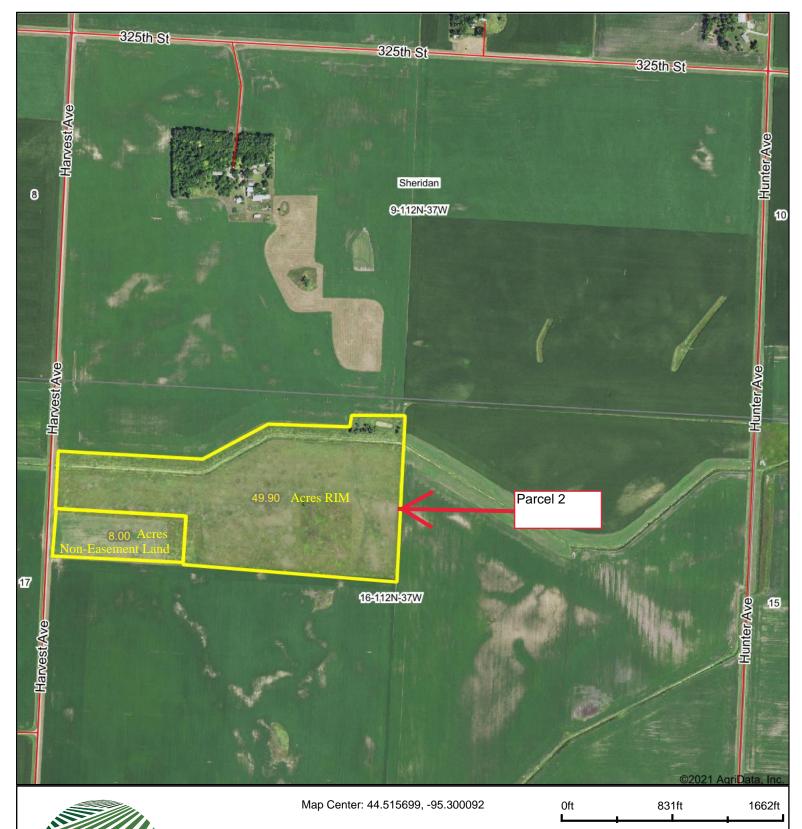


9-112N-37W Redwood County

Minnesota



Aerial Map





9-112N-37W Redwood County Minnesota



Redwood County, Minnesota



Farm **11138** Tract **8403**

Restricted Use

Limited Restrictions

Exempt from Conservation Compliance Provisions

W SE

Tract 1 of

No Desingues Table and Tributes Summed; Continues of Real Russic Veduce () Real () not required; Continues of Real Estate Value No. Language S. 2001 County Auditor-Treasurer Deputy	Office of County Recorder County of Redwood Minnesota I hereby certify that the within instrument as flied in this office for record on the general state of the
CREP Easement (12/98)	EASEMENT I.D. # 64-26-01-01
PERPETUAL RIM CONSE STATE OF MINNESOTA, BOARD OF	
This conservation easement, hereinafter referred to as "Easement", is between <u>Jerome F. Kerkhoff and Florence B. Kerkhoff, Tr</u> hereinafter collectively referred to as "Grantors", and the State of M hereinafter referred to as the "State".	ustees of the Kerkhoff Living Trust dated Anril 1, 1993.
WITNES	SETH
WHEREAS, the REINVEST IN MINNESOTA RESOURCES LAW (84.95, authorize the State to acquire conservation easements on eligib	RIM) and the Minn. Stat. Sec. 103F.501 et. seq., along with Section ble lands; AND
WHEREAS the State is authorized to establish conservation practices habitat on conservation easements; AND	s to protect soil and water quality and to enhance fish and wildlife
WHEREAS, the Grantors are the owners of eligible marginal lands, and desire to convey such lands as a perpetual \underline{RIM} conservation easen	d/or drained wetlands and/or cropland adjacent to these lands, and tent to the State of Minnesota.
NOW, THEREFORE, the Grantors, for themselves, their heirs, succe	ssors and assigns, in consideration of the sum of
Twenty Nine Thousand Two Hundred Thirty Seven and (\$ 29,237.07), do hereby grant, convey and warrant to the	
accordance with the terms and conditions as hereafter set forth in Minn upon the following described land situated in the County of Rec	State, its successors and assigns, forever, a perpetual easement in . Stat. Sec. 103F.501 et. seq. and all rules adopted thereto, over and alwood State of Minnesota, to-wit:
THE LEGAL DESCRIPTION IS ATTACHED I	HERETO AND INCORPORATED HEREIN.
The Easement covers only that portion of the parcel delineated as the	"EASEMENT AREA" identified on Exhibit(s), which is attached
hereto and incorporated herein. The easement area consists of a total or	
by the State but are subject to the terms of the Easement. The easement	
of record including the 15-year CRP contract dated 8/1/01	
No rights are granted to the general public for access to or entry t	upon the lands described herein.
FURTHER, the Grantors represent and warrant that there are no easement area, and that the Grantors, their heirs, successors of pollutants or contaminants in or on the easement area.	hazardous substances pollutants or contaminants in or on the assigns shall not place any toxic or hazardous substances,

FURTHER, the Grantors, their heirs, successors and assigns warrant the perpetual right to access and an ingress and egress route to the easement area from a public road to allow authorized agents of the State to enter upon the easement area for the purpose of

- Shall not appropriate water from any existing or restored wetlands within the easement area unless obtaining the prior written consent of the State and all necessary governmental permits.
- 4. Shall not produce agricultural crops on the easement area, except as provided in the state approved Conservation Plan for wildlife management purposes. Interim land uses established prior to the recording of this Conservation Easement and in accordance with the Conservation Easement Agreement, may be continued without violating this Easement.
- Shall not remove or harvest any trees on the easement area, except as provided in the state approved Conservation Plan for forest management and wildlife habitat improvement purposes.
- Shall not graze livestock on the easement area. Interim grazing land use established in accordance with the agreement for Conservation Easement will not be a violation of this Easement.
- Shall not place any materials, substances or objects, nor erect or construct any type of structure, temporary or permanent, on the
 easement area, except as provided in the Conservation Plan.
- 8. Shall be responsible for weed control by complying with noxious weed control laws and emergency control of pests necessary to protect the public health on the easement area.
- Shall not alter wildlife habitat, natural features, the vegetative cover, or other conservation practices on the easement area as
 described in the Conservation Plan, without the prior written approval of the State.
- 10. Shall restore the easement area to the condition described in the Conservation Plan after any lawful repair or improvement necessary to maintain a public drainage system or public utility system.
- 11. Shall not use any wetlands restored under the RIM Reserve program to mitigate other wetland losses.
- 12. Shall notify the State in writing of the names and addresses of the new owners within 30 days after the conveyance of all or part of the title or interest in the land described herein.
- 13. Shall pay when due all taxes and assessments, if any, that may be levied against the easement area.
- 14. Shall undertake the protection and management of the easement area in accordance with the conditions set forth in this Easement,
- other provisions: The State expressly recognizes the federal CRP 15-year contract # 1224

 dated 8/1/01 encumbering some or all of this RIM easement. To the extent that any inconsistencies exist between the CRP contract and the RIM easement, the later is subordinated to the former and the provisions in the CRP contract shall control over the RIM easement for the duration of the 15-year CRP contract.

FURTHER, this Easement shall be enforceable by the State as provided in Minn. Stat. Sec. 103F.515, Subd. 9, and/or by such other relief as may be authorized by law. Any ambiguities in this Easement shall be construed in a manner which best effectuates the purposes of protecting soil, improving water quality, and enhancing fish and wildlife habitat.

FURTHER, THE GRANTORS OF THIS CONSERVATION EASEMENT, FOR THEMSELVES, COVENANT that they shall not convert to agricultural crop production or pasture any other land, owned or leased as part of the same farm operation at the time of application, if said land supports natural vegetation or has not been used in agricultural crop production.

IN WITNESS WHEREOF, the Grantors have caused this Easement to be duly executed.

GRANTOR(S) SIGNATURE(S) AND ACKNOWLEDGMENT

GRANTOR(S) SIGNATORE(S) AND ACKNOWEEDGMEN	1
Jerome F. Kerkhoff, Trustee of the Kerkhoff Living Trust dated April 1, 1993.	Planne B. Kerkhoff, Trustee of the Kerkhoff Living Trust dated April 1, 1993.
STATE OF Minnesota country of Redwood	The foregoing instrument was acknowledged before me this August, 2000
byJerome F. Kerkhoff and Florence B. Kerkhoff, Tr	rustees of the Kerkhoff Living Trust dated April 1, 1993.
(Notary Stamp or Seal)	
MARILYN KAY BERNHARDSON A NOTARY PUBLIC - MINNESOTA My Comm. Exp. Jan. 31, 2005	Notary Signature Markey Kay Bernharden Commission expires on

Instrument Drafted By: Board of Water and Soil Resources
One West Water Street, Suite 200
St. Paul, Minnesota 55107

STATE OF MINNESOTA BOARD OF WATER AND SOIL RESOURCES CONSERVATION EASEMENT LEGAL DESCRIPTION

That part of the N1/2 of the NW1/4 of Section 16, T. 112 N., R. 37 W. shown as the "Easement Area" on Exhibit "A" attached to and made a part of this Conservation Easement, and described as follows:

Commencing at the Northwest Corner of said NW1/4; thence east along the north line of said N1/2 of the NW1/4 to the east right-of-way line of Harvest Avenue; thence south along the east right-of-way line of Harvest Avenue to a point one rod north of the northerly bank of Lateral J of Judicial Ditch #33, the point of beginning of the tract to be described; thence easterly along a line drawn parallel to and commencing one rod from the northerly bank of Lateral J of Judicial Ditch #33 to

its intersection with the east line of said NW1/4; thence north 210 feet along the east line of said NW1/4; thence west 410 feet on a line parallel to the north line of said NW1/4;

thence south on a line parallel to the east line of said NW1/4 to a point 116.5 feet north of the northerly bank of Lateral J of Judicial Ditch #33;

thence westerly along a line drawn parallel to and commencing 116.5 feet from the northerly bank of Lateral J of Judicial Ditch #33 to its intersection with the east right-of-way line of Harvest Avenue; thence south along the east right-of-way line of Harvest Avenue to the point of beginning;

AND:

Commencing at the Northwest Corner of said NW1/4; thence east along the north line of said N1/2 of the NW1/4 to the east right-of-way line of Harvest Avenue;

thence south along the east right-of-way line of Harvest Avenue to a point one rod south of the southerly bank of Lateral J of Judicial Ditch #33, the point of beginning of the tract to be described; thence easterly along a line drawn parallel to and commencing one rod from the southerly bank of Lateral J of Judicial Ditch #33 to its intersection with the east line of said NW1/4;

thence south along the east line of said NW1/4 to the south line of said N1/2 of the NW1/4;

thence west 1720 feet along the south line of said N1/2 of the NW1/4;

thence north 340 feet on a line parallel to the east line of said NW1/4;

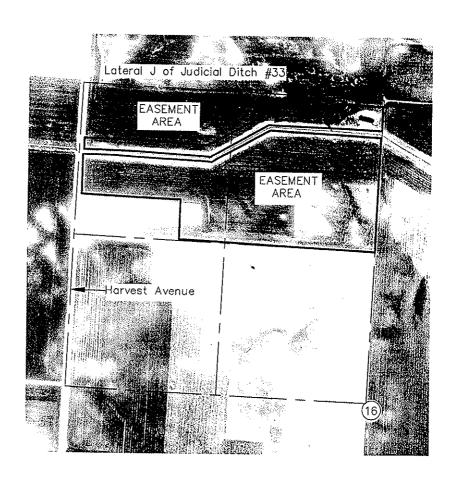
thence west on a line parallel to the south line of said N1/2 of the NW1/4 to its intersection with the east right-of-way line of Harvest Avenue:

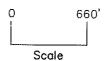
thence north along the east right-of-way line of Harvest Avenue to the point of beginning.

STATE OF MINNESOTA BOARD OF WATER AND SOIL RESOURCES CONSERVATION EASEMENT EXHIBIT 'A'

This map defineates the easement area(s) referred to in the attached easement conveyance.

Section 16 T. 112 N., R. 37 W., Redwood County





Prepared By:	<u>LEGEND</u>
Board of Water and Soil Resources	Center of Section
Dated:	
	Boundary of Described Lands
April 12, 2001	Lands Included in Easement
	Lands Not Included in Easement