153.54 Acres +/- in South Branch Twp, Watonwan Co., MN

December 18, 2020 @ 2:00

Martin Luther HS, Covid-19 rules will apply! Social distancing rules will apply. Those attending are asked to wear masks.

SALE LOCATION: Auction will be held at Martin Luther High School Gymnasium at 315 Martin Luther Dr, Northrop, MN or ONLINE via Zoom-IF you are bidding online or by phone please contact us 48 hrs. prior to the auction to make arrangements! *Watch website for updates!



AUCTIONEERS NOTE:

We are honored to have the opportunity to work for the Schwanz Family as this is a great opportunity to buy an excellent farm! If you are considering the purchase of farmland to add to your investment portfolio, this is an auction you will want to attend! This information provided by the sellers & their agents is believed to be correct, but is not guaranteed. Any lines on maps are for informational purposes only and are not guaranteed to be actual boundary lines of the property. The buyers shall make themselves familiar with the property and verify all information & data for themselves. Auctioneers & sales staff are representing the sellers. This auction is only open to registered bidders and we look forward to seeing you there! Respectfully, Dustyn Hartung and Sales Staff

PROPERTY LOCATION:

153.54 Acres +/- located in Section 34 of South Branch Township Watonwan Co., MN approximately 6 miles Northwest of Truman, MN.

PROPERTY LEGAL DESCRIPTION:

W 1/2 of E 1/2 of SE 1/4; W 1/2 of SE 1/4 Less 6.46 AC; NE 1/4 of SW 1/4 in Section 34 of South Branch Township, Watonwan County, MN T105N, R31W.

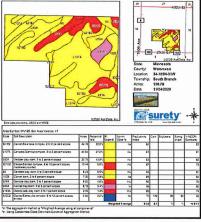
AUCTION SALE TERMS:

All bidders must register for a bidding number prior to bidding. The successful buyer at the conclusion of the auction will enter into a purchase agreement & make a 20% earnest money down payment the day of the auction. The unpaid balance shall be due and payable in full on or before January 29, 2021 when clear title will be furnished. This sale is NOT CONTINGENT ON BUYER FINANCING and 20% down payment is NON-REFUNDABLE. Property is being sold AS IS-WHERE IS. Property is being sold subject to any and all zoning, environmental, state, federal laws or any easements including road, drainage, utility, or other easements or agreements of record. Buyer will be responsible for 2021 real estate taxes and thereafter. Any new assessments of record after the signing of the purchase agreement will be the responsibility of the buyer. Any appraisal or loan fees are buyer's obligation. It is interested bidder's obligation to inspect the property prior to their purchase of it. Any statements made at the auction may take precedence over any printed information. This sale is subject to the sellers approval. Auctioneer Alley/Land Services Unlimited+ and Sales Staff represent the sellers in this transaction.

ONLINE BIDDING OPTION:

Due to the current Covid-19 regulations and rules regarding public gatherings, it is encouraged that those interested parties that do not wish to attend the auction in person use our online bidding option via Zoom, Please contact us to register for the online option AT LEAST 48 hours ahead of the auction. For those that wish to participate, but do not have access to an internet connection and would rather bid by phone, that can be arranged as well by calling 507-238-4318 at least 48 hours ahead of the auction to register and make arrangements. This property will be offered via both LIVE & ONLINE by public auction. Those parties bidding online or by phone will be required to wire transfer the earnest money and sign the purchase agreement the day of the auction. There will be NO Buyer's Premium charged to those bidding online or in person!





Soils Map



ADDITIONAL PROPERTY INFORMATION:

GO TO OUR WEBSITE AT WWW.LANDSERVICESUNLIMITED.COM OR CALL DUSTYN HARTUNG 507-236-7629 www.landservicesunlimited.com

Owners:

Gilbert & Lucille Schwanz Estate

AUCTIONEERS AND SALES STAFF

DUSTYN HARTUNG 507-236-7629

KEVIN KAHLER 507-920-8060

ALLEN, RYAN & CHRIS KAHLER





105 South State Street Fairmont, MN 56031-507-238-4318



Real Estate and Appraisals 105 S State Street Fairmont, MN 56031 Office: (507) 238-4318 Dustyn Hartung Cell: (507) 236-7629

PROPERTY INFORMATION

DESCRIPTION:

153.54 Deeded Acres +/- Farm will be sold by deeded acres and by legal description. W ½ of the E ½ of the SE ¼; W ½ of the SE ¼ Less 6.46 Acre Building Site; NE ¼ of

the SW 1/4 Sec 34-105-31 South Branch Township Watonwan County, MN.

*Not to be used on legal documents.

TAX PARCEL ID #:

120340410

BUILDINGS:

Bare Farmland

REAL ESTATE TAXES:

2020 AG (NON-HSTD)Taxes = \$7,244.00

*These taxes are NON AG HSTD

FSA INFORMATION:

Total Acres = 153.54 +/- acres

FSA Tillable Acres = 150.80 +/- acres
Corn Base Acres = 150.80 +/- acres
Corn PLC Yield = 175 +/- bushels
Soybean Base Acres = 0.00 +/- acres
Soybean PLC Yield = 0 +/- bushels

Total Base Acres

= 150.80 +/- acres

SOIL DESCRIPTION:

Clarion Swanlake, Canisteo Glencoe, Webster Clay Loam, Clarion Storden, Canisteo Clay Loam, Clarion Loam, Glencoe Clay Loam, Nicollet Clay Loam, Okoboji Silty Clay

Loam, Clarion Estherville

* See Soils Map

CPI:

Crop Productivity Index = 91.6

TOPOGRAPHY:

Level to Gently Rolling

DRAINAGE:

Private Tile/Private Drainage Agreement

*See Tile Maps/ Air Photos

NRCS CLASSIFICATIONS

ON TILLABLE ACRES:

NHEL – Non-Highly Erodible Land.

WETLAND STATUS:

Certified Wetland Determination was completed on 10-27-1989

*See Wetland Determination

LEASE STATUS:

2020 farm lease is terminated as 2020 crop has been removed. New buyer will be

responsible for the reimbursement of fall tillage in the amount of \$2,706.86 to the

previous tenant at the conclusion of the auction.



Real Estate & Appraisals 105 S State Street Fairmont, MN 56031 Office: 507-238-4318

Farm View: South looking North



Farm View: Looking Northwest



Acreages - Commercial - Farm Land - Recreational



Real Estate & Appraisals 105 S State Street Fairmont, MN 56031 Office: 507-238-4318

Farm View: Looking Northeast



Farm View: Looking South



Acreages - Commercial - Farm Land - Recreational



Real Estate & Appraisals 105 S State Street Fairmont, MN 56031 Office: 507-238-4318

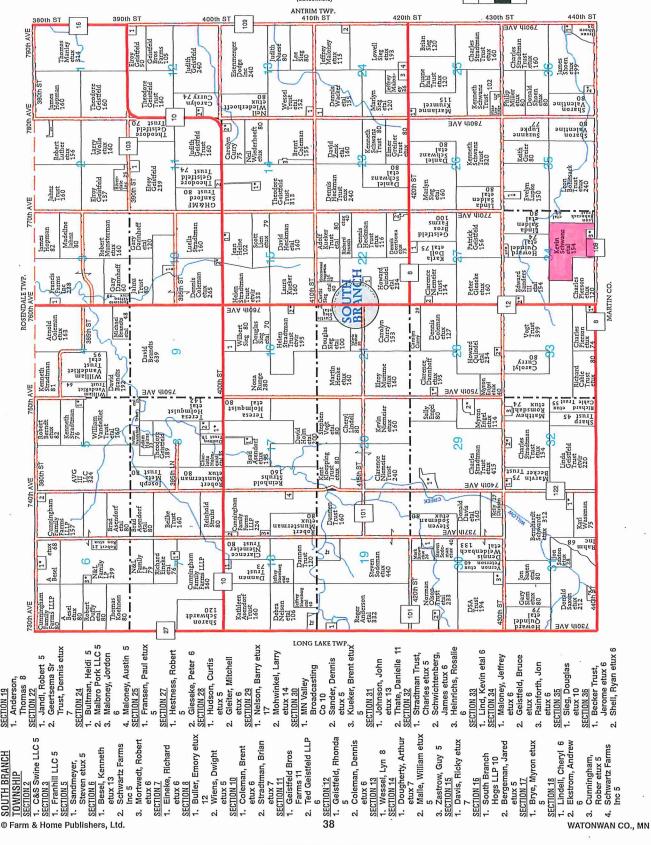
Farm View: Looking Southwest

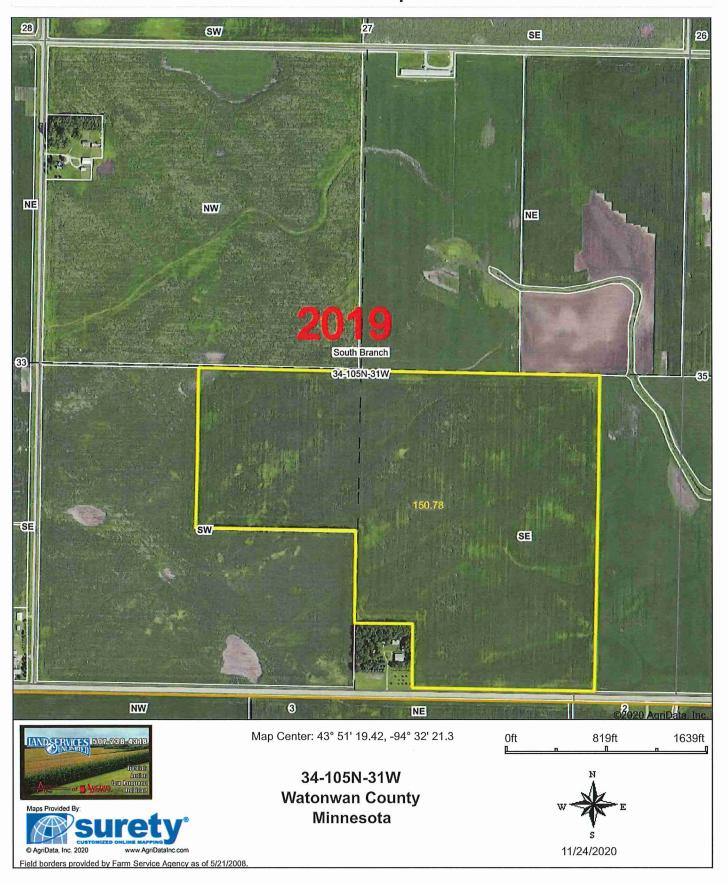


T-105-N

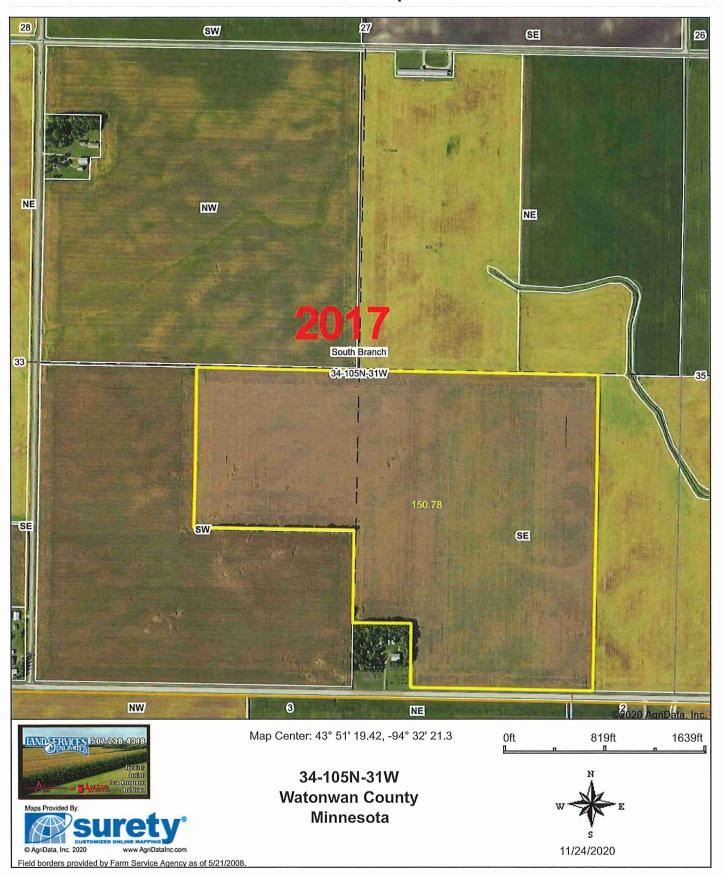
SOUTH BRANCH PLAT

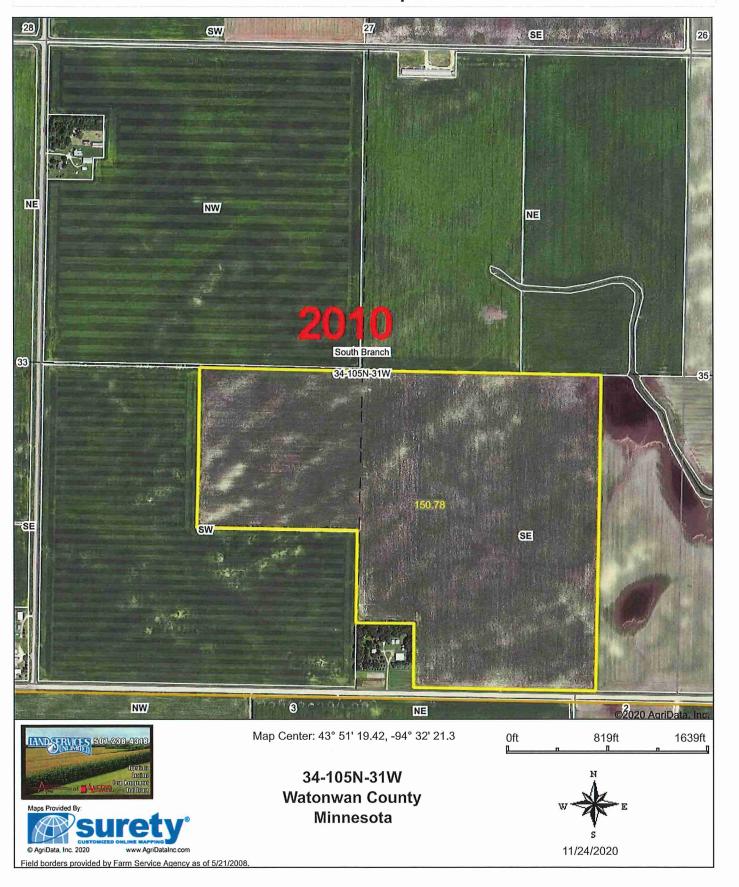




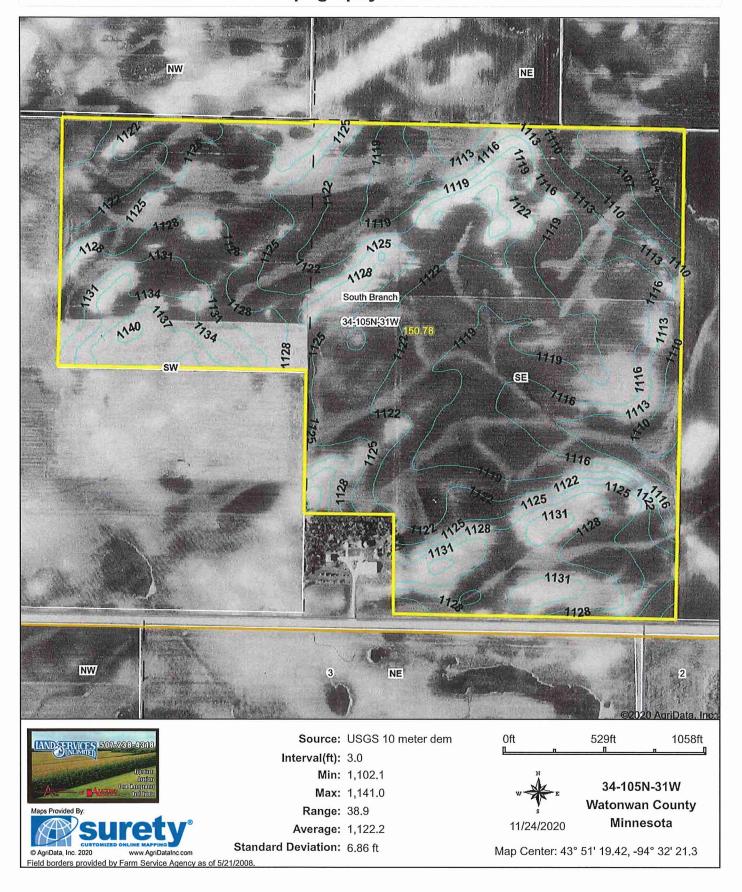


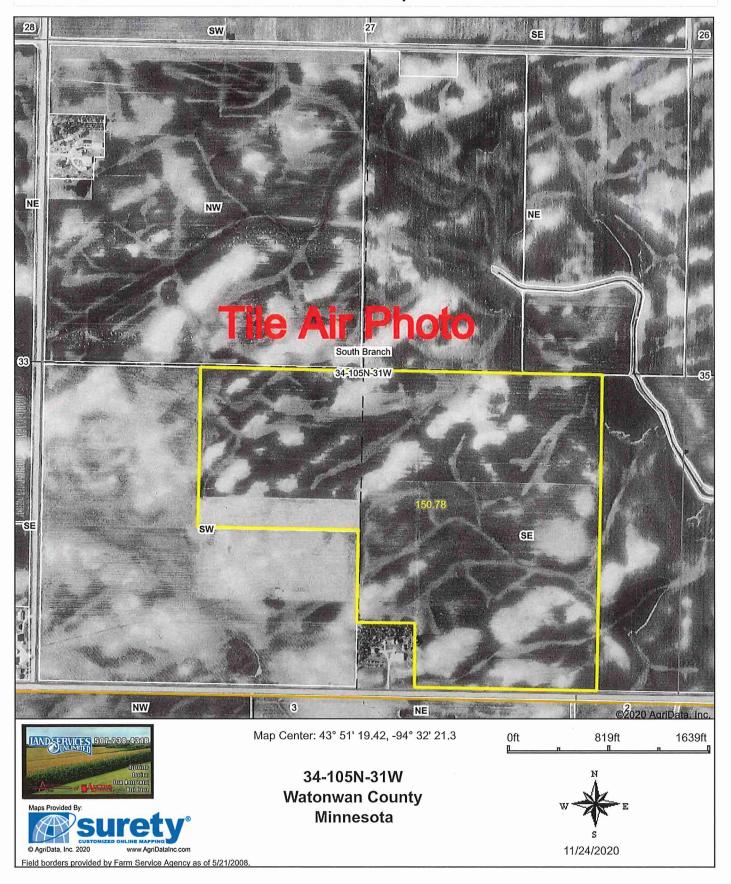
11/24/2020 FSA Map





Topography Contours

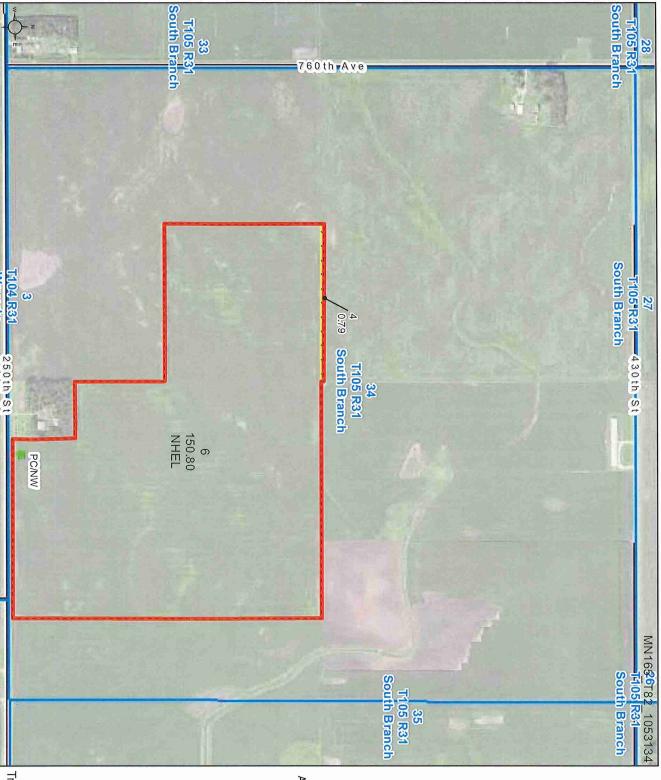






United States
Department of
Agriculture

Watonwan County, Minnesota



Farm 1127

Tract 82

2020 Program Year

Map Created April 17, 2020

1053134



0

Alfalfa, Mixed Forage AGM, GMA, IGS = for forage Soybeans = common soybeans for grain Wheat = HRS, HRW = Grain Oats and Barley = Spring for grain Sunflower = Oil, Non-Oil = Grain Shares are 100% operator Unless otherwise noted: Crops are non-irrigated Corn = yellow for grain Peas = process Rye = for grain

Common Land Unit

Canola = Spring for seed

Beans = Dry Edible

NAG = for GZ

/ Non-Cropland Cropland

Tract Boundary

Minnesota_Transparency_Polygon_02142019

Wetland Determination Identifiers

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

Tract Cropland Total: 150.80 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 2019 NAIP imagery.

Waverly

FARM: 1127

Minnesota

U.S. Department of Agriculture

Prepared: 11/9/20 2:53 PM

Watonwan

Farm Service Agency

Abbreviated 156 Farm Record Report ID: FSA-156EZ

Page: 1 of 1

Crop Year: 2020

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name

Farm Identifier

Farms Associated with Operator:

1018

ARC/PLC G/I/F Eligibility: Eligible

CRP Contract No	umber(s): None								
Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
151,59	150.8	150.8	0.0	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		ative God			
0.0	0.0	150.8	0.0	0.0	(0.0			
				ARC/PL	С				
PLC		ARC-CO	ARC-I	C	PLC-De	fault	ARC-CO-Defaul	t	ARC-IC-Default
CORN	J	NONE	NONE		NON	E	NONE		NONE
Crop		ase eage			CCC-505 P Reductio	on			
CORN	15	0.8	1	75	0.00				
Total Base Acre	s: 15	8.0							

Tract Number: 82

Description NE4 SW4;W3/4 SE4 34-105-31 SOUTH BRANCH

FSA Physical Location: Watonwan, MN ANSI Physical Location: Watonwan, MN

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status:

Tract does not contain a wetland

WL Violations: None

						CRP	
Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	Cropland	GRP
151.59	150.8	150.8	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL/FWP	Native Sod	
0.0	0.0	150.8	0.0		0.0	0.0	

Crop

Base Acreage PLC Yield

CCC-505 **CRP Reduction**

CORN

150.8

175

0.00

Total Base Acres:

150.8

Owners: SCHWANZ, LUCILLE

Other Producers:

U.S.D.A. Soil Conservation Service

OWNER: .GILBERT SCHWANZ

2. Date of Request

HIGHLY ERODIBLE LAND AND WET

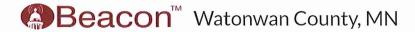
OPER.: PATRICK L. GEISTFELD

TIET ENODIDEE BAND AND WE	3. County
CONSERVATION DETERMINATION	11.7.1.111
	** - ** · · * · · · · · · · · · · · · ·

3. Name of USDA Agency or Person Requesting Determination			o, and Tract No.	
ASCS		<u> </u>	7 T 3	
SECTION I — HIGHLY ER		·	T Blood No. (2)	T-451 A
5. Is soil survey now available for making a highly erodible land determination?	Yes	No	Field No.(s)	Total Acres
7. Are there highly erodible soil map units on this farm?		X		
B. List highly erodible fields that, according to ASCS records, were used to produce an agricultural commodity in any crop year during 1981-1985.			<u> </u>	
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.				
10. This Highly Erodible Land determination was completed in that Office Kield				
NOTE: If you have highly erodible cropland fields, you may need to have a conservation Service.	ation pian	daveloped	for these fields. For further	Information, contact the
SECTION II – WE	TLAND	* . * . * . * . * . * . * . * . * . * .		
11. Are there hydric soils on this ferm?	Yes	No	Field No.(s)	Total Wetland Acres
	\overline{X}			
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:	<u> </u>			
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 with FSA.			are considered maintenar	ce and are in compliance
18. The planned alteration measures on wetlands in fields	ion on CW.		are not considered to be ma	intenance and if installed
19. This wetland determination was completed in the: Office Field				
20. This determination was: Delivered Mailed To the Person on Date: NOTE: If you do not agree with this determination, you may request a reconsidera reconsideration is a prerequisite for any further appeal. The request for the reconsideration is mailed or delivered within 15 days after this determination is mailed or delivered within 15 days after this determination is mailed or delivered within 15 days after this determination is mailed or delivered within 15 days after this determination is mailed or delivered within 15 days after this determination is mailed.	deration m	the person ust be in w	riting and must state your re	easons for the request.
NOTE: If you intend to convert additional land to cropland or alter any wetlands, Abandonment is where land has not been cropped, managed, or maintained for 5 yeagricultural commodity on abandoned wetlands.				
21. Remarks Thore we to Without, or Hil in Ti	1.13 T	rart.		
			100 -	
22. Signature of SCS District Conservationist			23. Date	. 7. 89

Assistance and programs of the Soil Conservation Service available without regard to race, religion, color, sex, age, handicap, etc.

SO. BRANCH WATON WAN CO. NOT TO SCALE 114.07 T81 FEL



Summary

Parcel ID

120340410

Property Address Sec/Twp/Rng

34-105-031

Brief Tax Description

 $Sect-34\,Twp-105\,Range-031\,153.54\,AC\,W1/2\,OF\,E1/2\,OF\,SE1/4;W1/2\,OF\,SE1/4\,LESS\,6.46AC;\,NE1/4\,OF\,SW1/4\,NE1/2\,OF\,SE1/4;W1/2\,OF\,SE1/4\,LESS\,6.46AC;\,NE1/4\,OF\,SW1/4\,NE1/2\,OF\,SE1/4$

(Note: Not to be used on legal documents)

Deeded Acres 153.5

Class

101 - (NON-HSTD) AGRICULTURAL; 111 - (NON-HSTD) RURAL VACANT LAND

District (1201) SOUTH BRANCH SD#0458

07/31/2006

School District Creation Date 0458

Owners

Primary Taxpayer Kevin Schwanz Etal C/O Sandra Schwanz 4724 Zenith Ave S Minneapolis, MN 55410

Land

Seq	Code	CER	Dim 1	Dim 2	Dim 3	Units	UT
1	CER VALUE 2A	72.9	0	0	0	147.980	AC
2	ROADS 2A	0	0	0	0	1.250	AC
3	LIVING SNOW FENCE	0	0	0	0	4.310	AC
	Total					153,540	

Valuation

		2020 Assessment	2019 Assessment	2018 Assessment	2017 Assessment	2016 Assessment
+ Estimated Bu	ilding Value	\$0	\$0	\$0	\$0	\$0
+ Estimated La	nd Value	\$1,077,000	\$1,077,000	\$969,400	\$969,400	\$1,077,000
+ Estimated Ma	achinery Value	\$0	\$0	\$0	\$0	\$0
= Estimated Ma	arket Value	\$1,077,000	\$1,077,000	\$969,400	\$969.400	\$1,077,000

Taxation

	2020 Payable	2019 Payable	2018 Payable	2017 Payable
Estimated Market Value	\$1,077,000	\$969,400	\$969,400	\$1,077,000
- Excluded Value	\$0	\$0	\$0	\$0
- Homestead Exclusion	\$0	\$0	\$0	\$0
= Taxable Market Value	\$1,077,000	\$969,400	\$969,400	\$1,077,000
Net Taxes Due	\$7,244.00	\$6,824.00	\$6,452.00	\$6,646.00
+ Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
= Total Taxes Due	\$7,244.00	\$6,824.00	\$6,452.00	\$6,646.00

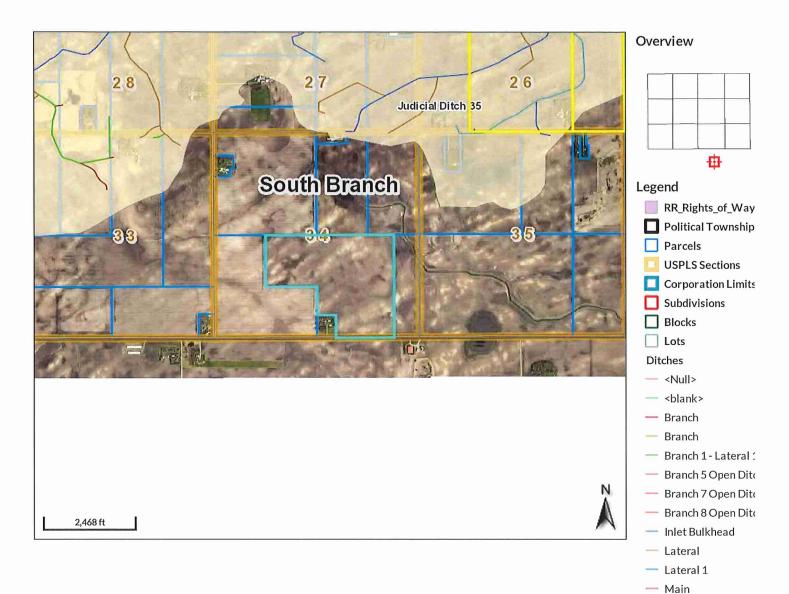
Taxes Paid

Receipt#	Receipt Print Date	Bill Pay Year	Amt Charge	Amt Payment
234590	11/6/2020	2020	\$0.00	(\$3,622.00)
226345	5/11/2020	2020	\$0.00	(\$3,622.00)
220595	11/7/2019	2019	\$0.00	(\$3,412.00)
211750	5/8/2019	2019	\$0.00	(\$3,412.00)
206508	11/5/2018	2018	\$0.00	(\$3,226.00)
199257	5/10/2018	2018	\$0.00	(\$3,226.00)
195015	12/13/2017	2017	\$398.76	(\$3,721.76)
183911	5/8/2017	2017	\$0.00	(\$3,323.00)
179293	11/10/2016	2016	\$0.00	(\$3,280.00)
170062	5/9/2016	2016	\$0.00	(\$3,280.00)
165146	11/6/2015	2015	\$0.00	(\$3,193.00)
157968	5/13/2015	2015	\$0.00	(\$3,193.00)

Tax Payments

Pay taxes online

Beacon[™] Watonwan County, MN



Main
Main 1
Main 2
New Main
Old Main
Open Ditch
Orig. Main
Original Main
PVT. TILE
PVT. Tile
S.E. Main
Sub Branch
Sub Lateral
Sub Sub Branch

— Т3 — Т4 — Т5

MISCELLANEOUS RECORD NO. 30, WATONWAN COUNTY, MINN.

Instrument #115714 Fred Heckman et al and Kenneth Coleman et al

AGREEMENT

THIS AGREEMENT, Made and entered into this 31st day of December, 1967, by and between, Fred Heckman and Louise Heckman, his wife and Gilbert Schwanz and Lucille Schwanz, his wife, parties of the first part; Kenneth Coleman and Mildred Coleman, his wife, parties of the second part; Fred M. Quindel and Esther Quindel, his wife, parties of the third part; Karl F. Wentzel and Magdalena Wentzel, his wife, and Edgar C. Mumme and Myrna E. Mumme, his wife, and Amanda Gieseke and Arthur H. Gieseke, her husband, parties of the fourth part; Carl H. Vogt and Marjorie Vogt, his wife, and David Vogt and Marilyn Vogt, his wife, and Winfred Vogt and Carol Vogt, his wife, and Hulda Vogt, a single person, parties of the fifth part; Lester Pierson and Susan Pierson, his wife, parties of the sixth part; Clell Sharp and Earline Sharp his wife, parties of the seventh part; Martin J. Geistfeld and Christina Geistfeld, his wife, parties of the eighth part; Ernest Selsvold and Malinda Selsvold, his wife, and Reuel Ebert and Clara Ebert, his wife, parties of the ninth part; Waverly Township, Martin County, Minnesota, party of the tenth part; County of Watonwan, a Municipal Corporation, party of the eleventh part;

WITNESSETH, Whereas the parties to this agreement have already constructed an open ditch and a tile drain system and are desirous of entering into an agreement for the purpose of perpetuating their agreements in reference to said drainage system, and provide for the permanent maintenance and repair thereof, and

WHEREAS, The parties hereto are the owners of the following lands, viz:

First parties: West 120 acres of Southeast Quarter of Section 34, Northeast Quarter of Southwest Quarter of Section 34, all in Township 105, Range 31

Watonwan County, Minnesota.

Third parties: West Half of Northeast Quarter of Section 34. Township 105, Range 31

Watonwan County, Minnesota.
West Half of Northeast Quarter of Section 34, Township 105, Range 31,

Third parties:

Fourth parties:

Watonwan County, Minnesota.

Northwest Quarter of Section 34, Township 105, Range 31, Watonwan County, and South Half of Southwest Quarter of Section 27, Township 105, Range 31,

Watonwan County, Minnesota.

Northeast Quarter of Section 33; North Half of Southeast Quarter of Section 33; North Half of Southwest Quarter of Section 33, all in Township 105, Range 31 Fifth parties:

Sixth parties:

North Half of Southwest Quarter of Section 33, all in Township 105, Range 31 Watonwan County, Minnesota.

South Half of Southwest Quarter of Section 34; Northwest Quarter of Southwest Quarter of Southwest Quarter of Section 34, South Half of Southwest Quarter of Section 33, all in Township 105, Range 31, Watonwan County, Minnesota.

South Half of Southwest Quarter of Section 33; East 100 acres of Southeast Quarter of Section 32 All in Township 105, Range 31, Watonwan County,

Seventh parties:

Minnesota.

West 30 acres of the Southwest Quarter of Southeast Quarter of Section 32; East 10 acres of Southeast Quarter of Southwest Quarter of Section 32, all in Township 105, Range 31, Watonwan County, Minnesota.

Northwest Quarter of Section 4, Township 104, Range 31, Martin County, Eighth parties:

Ninth parties:

Minnesota.

Tenth parties: Highway between Sections 4 and 5 in Township 104, Range 31, Martin County, Minnesota

: (a) Highway between Sections 33 and 34 in Township 105, Range 31, Watonwan County, and Sections 4 and 5 in Township 104, Range 31, Martin County, Eleventh parties:

(b) Highway No. 8 between Sections 33 and 34 in Township 105, Range 31, Watonwan County, Minnesota.

and WHEREAS, The following parties to this agreement have contributed to the laying and construction of said drainage system as follows:

First parties \$900.00 Seventh parties \$4460.00

Second parties 400.00 Eighth parties 540.00

Third parties Fourth parties 1500.00 4300.00 5360.00 Ninth parties 800.00 Tenth parties 139.00 Fifth parties Eleventh parties Sixth parties 980.00

NOW THEREFORE, For a good and valuable consideration, and in consideration of the promises and agreements herein contained, the receipt of which is hereby acknowledged by each of the parties

IT IS MUTUALLY AGREED AS FOLLOWS:

That the main drainage system has been laid and established approximately along the

That the main drainage system has been laid and established approximately along the following course, to-wit:

Open Ditch - Commencing at a point 2200 feet west and 340 feet north of the Southeast corner of Section 35, Township 105, Range 31; thence west approximately 300 feet; thence northwest 200 feet; thence north 1000 feet; thence west 400 feet; thence north 600 feet; thence west 500 feet; thence north 400 feet; thence west 500 feet; thence northwest 1000 feet; thence west 500 feet; thence west 200 feet; thence north 700 feet; thence west 1000 feet to a point which is 1320 feet west and 1840 feet south of the northeast corner of Section 34; thence northwest 800 feet which is the end of the open ditch.

Tile - Commencing at the end of the open ditch.

Tile - Commencing at the end of the open ditch; thence west 600 feet to a point 2640 feet west and 1420 feet south of the northeast corner of Section 34; thence west and southerly a distance of approximately 3000 feet; thence crossing County State Highway No. 8 at a point 2520 feet south of the northeast corner of Section 33; thence in a west and southerly a distance of 1400 feet; thence southwesterly a distance of 500 feet to a point 1320 feet north and 250 feet east of the southeast corner of Section 32; thence in a southwest direction a distance of 1600 feet; thence crossing County Highway between Watonwan and Martin Counties at a point 660 feet east of the Northwest corner of the northwest quarter of Section 4, Township 104, Range 31; thence in a southwest direction a distance of 1600 feet crossing Waverly Township road between Section 4 and Section 5 in Township 104, Range 31 there connecting with an 18 inch tile previously laid.

The tile at the point of commencement thereof and for 4700 feet is a 20 inch tile and the balance thereof is an 18 inch tile.

The cost of the maintenance of the foregoing described drainage system shall be paid for from time to time by the respective parties hereto on the following basis, including maintenance and repairs and interests incurred since the completion of said ditch prior to

entering into this agreement:

1. Fred Heckman, et al

2. Kenneth Coleman, et al

3. Fred M. Quindel, et al

4. Karl F. Wentzel, et al

5. Carl H. Vogt, et al

6. Lester Pierson, et al 15% 46% 20% 18% 14%

7. Clell Sharp, et al, Watonwan Co. 15% Clell Sharp, et al, Martin Co. none
8. Martin J. Geistfeld, et al 4%
9. Ernest Selsvold, et al 6%
10. Waverly Township none none

11. County of Watonwan

none 100%

No property owner may agree to let any other land drain into this system without the written consent of all other parties to this agreement.

Each of the parties to this agreement does hereby grant to the other parties the perpetual right to use said open ditch and tile drain described in paragraph No. 1 of this agreement for the purpose of draining their respective lands.

Each of the parties to this agreement shall at all times have the right to construct at their own cost on their own lands such additional branches and laterals and connect the same with the main drainage system above described as located on their said respective lands as they may deem necessary or expedient for the drainage of their respective tracts of land. The cost of construction and maintenance of such additional branches and laterals shall at all times be borne by the party or parties so constructin_the same.

In event the main drainage system shall require maintenance or rebuilding at anytime, then any one or more of the parties to this agreement may demand in writing that the others join in causing said work to be done, and if thirty days elapse after written demand is made on the owners of the land and they or any of them do not join in doing said work and furnishing material, then one or more of the then owners may cause said main tile drain to be repaired or reconstructed. Such person or persons making said repairs or reconstruction shall keep an account of the cost and expense thereof, and after demanding payment of the shares which the other respective land owners should pay may bring suit and recover from the others the proportionate cost thereof in an action at law or otherwise, and if judgment is entered the same shall become a specific lien on the property of the person or persons not paying.

The right to the foregoing action shall not be construed as barring any right or remedy which such person forcing collection may have or be permitted at law or equity.

Each of the parties to this agreement does hereby grant to the other the right to go upon the lands of the other for the purpose of making inspection, repairs or reconstruction of any part of said tile drain system herein described, and may do all necessary acts and things on the lands of the others for the purpose of transporting material and laborers, and

to do any and all things necessary in the digging, laying, construction, repair and maintenance of said main tile drain system except unnecessary damage to the crops that may be growing on said lands.

In event of a sale or transfer of anyofithe lands owned by the respective parties to this agreement, their respective successor or successors in interest shall be liable for the proportionate part of the cost of repair, maintenance or reconstruction of said main drainage system herein described on the basis of the percentage which each is to pay for the maintenance. ance as hereinbefore provided.

The approximate number of acres draining into the system and the basis upon which the assessments and percentages are agreed upon is as follows:

First parties 140 acres Sixth parties 180 acres
Second parties 80 acres Seventh parties 160 "
Third Parties 80 acres Eighth parties 40 "

80 acres 200 acres Fourth parties Fifth parties 190 acres Ninth parties 90

This agreement shall bind the heirs, executors, administrators and assigns of the respective parties hereto, and shall be considered as a covenant running with the land.

IN TESTIMONY WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

IN PRESENCE OF:

Russ Utermarck
JoAnn Hanson
As to Nos. 1 and 2
Russ Utermarck Russ Utermarck
Winifred Hussey
As to Nos. 3 and 4
Russ Utermarck
JoAnn Hanson
As to Nos. 5 and 6
Russ Utermarck
Winifred Hussey
As to Nos. 7 and 8
Russ Utermarck
Winifred Hussey
As to Nos. 9 and 10
Russ Utermarck Russ Utermarck Winifred Hussey As to Nos. 11 and 12 Russ Utermarck Winifred Hussey As to Nos. 13 and 14 Russ Utermarck JoAnn Hanson As to Nos. 15 and 16

2.20 MINNESOTA DOCUMENTARY STAMPS AFFIXED AND CANCELLED

1. Fred Heckman 2. Louise Heckman Fred Heckman Louise Heckman 3. Gilbert Schwanz 4. Lucille Schwanz Gilbert Schwanz Lucille Schwanz Kenneth Coleman
 Mildred Coleman Kenneth Coleman Mildred Coleman Fred M. Quindel
 Esther Quindel Fred M. Quindel Esther Quindel 9. Karl F.Wentzel Karl F. Wentzel 10. Magdalena Wentzel Magdalena Wentzel 11. Edgar C. Mumme 12. Myrna E. Mumme Edgar C. Mumme Myrna E. Mumme

Amanda Gieseke 13. Amanda Gieseke 14. Arthur H.Gieseke Arthur H. Gieseke

15. Carl H. Vogt Carl H. Vogt 16. Marjorie Vogt Marjorie Vogt

MISCELLANEOUS RECORD NO. 30, WATONWAN COUNTY, MINN.

```
Russ Utermarck
Winifred Hussey
As to Nos. 17 and 18
Charles B. Billman
Jack DeZort
As to Nos. 19 and 20
Russ Utermarck
                                                                          17. David Vogt
18. Marilyn Vogt
                                                                                                                     David Vogt
Marilyn Vogt
                                                                           19. WWinfred Vogt
                                                                                                                      Winfred Vogt
                                                                           20. Carol Vogt
                                                                                                                      Carol Vogt
                                                                          21. Hulda E. Vogt
                                                                                                                      Hulda Vogt
Winifred Hussey
As to No. 21
Russ Utermarck
                                                                                                                     Lester Pierson
Susan Pierson
                                                                           22. Lester Pierson
                                                                           23. Susan Pierson
JoAnn Hanson
As to Nos. 22 and 23
Louise M. Balat
Lloyd E. Evans
                                                                          24. Clell Sharp
25. Earline Sharp
                                                                                                                      Clell Sharp
                                                                                                                     Earline Sharp
As to Nos. 24 and 25
Russ Utermarck
Winifred Hussey
                                                                          26. Martin J. Geistfeld
                                                                                                                     Martin J. Geistfeld
                                                                          27. Christina Geistfeld
                                                                                                                     Christina Geistfeld
As to Nos. 26 and 27
Russ Utermarck
Winifred Hussey
                                                                          28. Ernest Selsvold
                                                                                                                      Ernest Selsvold
                                                                          29. Malinda Selsvold
                                                                                                                     Malinda Selsvold
As to Nos. 28 and 29
Russ Utermarck
Winifred Hussey
                                                                          30. Reuel Ebert
31. Clara Ebert
                                                                                                                    Reuel Ebert
                                                                                                                    Clara Ebert
As to Nos. 30 and 31
Russ Utermarck
                                                                         32. WAVERLY TOWNSHIP, MARTIN COUNTY, MINNESOTA
By Kenneth Flohrs
By Elmer Barge
By Harold Lueth
By COUNTY OF WATONWAN, A MUNICIPAL CORPORATION
By Arnold Hennis, Chairman
By Donald J. Bottem, County Auditor
Winifred Hussey
As ton No. 32
Judy Knudson
Diane Smith
As to No. 33
STATE OF MINNESOTA SS
COUNTY OF MARTIN
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COUNTY OF MARTIN

On this 31st day of December, 1967, before me a Notary Public within and for said County and State, personally appeared Fred Heckman and Louise Heckman, husband and wife, Gilbert Schwanz and Lucille Schwanz, husband and wife, Kenneth Coleman and Mildred Coleman, his wife, Fred M. Quindel and Esther Quindel, his wife, Karl F. Wentzel and Magdalena Wentzel, his wife, Edgar C.Mumme and Myrna E. Mumme, his wife, Amanda Gieseke and Arthur H. Gieseke, her husband, Carl H. Vogt and Marjorie Vogt, his wife, David Vogt and Marilyn Vogt, his wife, Hulda Vogt, a single person, Lester Pierson and Susan Pierson, his wife, Martin J. Geistfeld and Christina Geistfeld, his wife, Ernest Selsvold and Malinda Selsvold, his wife, Reuel Ebert and Clara Ebert his wife, to me known to be the same persons described in and who executed the foregoing instrument and acknowledged the same to be their free act and deed.

(Notarial Seal)

(Martin County, Minn.)

My Commission Expires Oct. 17, 1971

STATE OF ARIZONA COUNTY OF MARICOPA)

On this 20th day of February, 1968, before me a Notary Public within and for said County and State, personally appeared Clell Sharp and Earline Sharp, his wife, to me known to be the same persons described in and who executed the foregoing instrument and acknowledged the same to be their free act and deed.

(Louise M. Palat)

(Notarial Seal)

(Maricona Co. Arizona)

(Maricona Co. Arizona)

(Maricopa Co. Arizona)

Louise M. Palat Notary Public, Maricopa County, Arizona My Commission Expires Nov. 21, 1969

STATE OF MONTANA) COUNTY OF

On this 20 day of March, 1968, before me a Notary Public within and for said County and State, personally appeared Winfred Vogt and Carol Vogt, his wife, to me known to be the same persons described in and who executed the foregoing instrument and acknowledged the same to be their free act and deed.

(Ione M. Logan)

(Notarial Seal)

(State of Montana)

Ione M. Logan

Notary Public for the State of Mont.

My Commission expires Aug. 5, 1969

Ione M. Logan Notary Public for the State of Mont. My Commission expires Aug. 5, 1969

STATE OF MINNESOTA) COUNTY OF MARTIN)

On this 3 day of April, 1968, before me a Notary Public within and for said County, personally appeared Kenneth Flohrs, Elmer Barge and Harold Lueth, to me personally known, who being each by me duly sworn they did say that they are respectively the Clerk, and the Supervisors of Waverly Township, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Supervisors and said Kenneth Flohrs, Elmer Barge and Harold Lueth, acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal) (Notarial Seal) (Martin Co. Minn.)

Nussell E. Utermarck Notary Public, Martin County, Minn. My Commission expires Oct. 17, 1971

STATE OF MINNESOTA COUNTY OF WATONWAN)

On this 26 day of April, 1968, before me, a Notary Public within and for said County, personally appeared Arnold Hennis and Donald J. Bottem to me personally known, who, being each by me duly sworn did say that they are respectively the Chairman and the Additor of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of ___ and said Arnold Hennis and Donald J. Bottem acknowledged said instrument to be the free act and deed of said corporation. (Notarial Seal)

(Martin Co. Minn.)

Russell E. Utermarck Russell E. Utermarck Notary Public, Watonwan County, Minn. My Commission expires Oct. 17, 1971

Filed for record May 15, 1968 at 2:00 o'clock P. M. Arwin Klaras, Register of Deeds

ELECTRIC LINE

Right-of-Way Easement

SOUTH CENTRAL ELECTRIC ASSOCIATION

St. James, Minnesota 56081

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Gilbert Schwanz and Lucille Schwanz,

31-34-84

Location No.

his wife for good and valuable consideration, the receipt whe	t : Laurela administrated does hereny grant. Dargain.
is St. James, Minnesota, and to its successors or ass neath the surface in the County of Watonwan as follows: A 25 foot easement of each side	ereof is hereby acknowledged, does hereby grant, bargain, CTRIC ASSOCIATION, a corporation whose post office address signs, a perpetual right-of-way over and across and undersola, State of Minnesota, more particularly described and located of the following described line; said line to corner of Section 34, Township 105N, Range 31W, east section line of Section 34 a distance of
が 1000 mm	
privilege of entering into and upon said premises of face of said premises without in any manner intermaintenance and operation of these electric lines grantor will, however, request the SOUTH CENTRAL planned work in order to prevent damage to buries of to the grantor.	rs, administrators, heirs, successors, and assigns the right and or cultivation or other purposes and the right to use said surfering with the use of said premises by the grantee in the which may be placed either above or under ground. The ELECTRIC ASSOCIATION to locate buried cable prior to any d lines. The Cooperative agrees to provide this service at no
ocunder ground, distribution lines, conduits, pedes	conveyed to the SOUTH CENTRAL ELECTRIC ASSOCIATION, its ction, maintenance and operation thereon, either above ground tals, or other appurtenances desirable in connection therewith.
The Cooperative shall at all times have the right obstructions, trees, shrubbery, undergrowth and ro- necessary to keep them clear of said electric lines of leaning or dangerous trees that are tall enough to	t to keep the easement clear of all buildings, structures or other ots, and to cut or trim trees or shrubbery to the extent or system, and to cut down from time to time all dead, weak, o strike the wires in falling.
practicable. The Cooperative shall pay to the grand stallation or maintenance thereof and agrees to repa from the installation of underground lines.	e, the ground shall be put in a smooth condition as far as is tor for any crop damage resulting from any underground in- ir any damage to existing tile lines or tile systems resulting
shall remain the property of the Cooperative.	er of the described lands and that all facilities erected hereunder operative shall have the right to inspect, rebuild, remove, repair, stitutions and additions in and to its facilities as Cooperative may right to increase or decrease the number of conduits, wires, cansformers and transformer enclosures.
IN TESTIMONY WHEREOF, the undersigned I	have executed this instrument this day of
June 1985	THIS INSTRUMENT WAS DRAFTED WALLACE RAND
\mathcal{O}	ST. JAMBS, MN 59081
	\$ 20 comment of the action of
	A 1
Killing	x Hillest Irleway
In the presence of:	1 Cleber Stown
In the presence of:	X Tilbert Schwarz X Licille Schwarz (Signature of Owner)
In the presence of: STATE OF Manusola State OF Watonway St.	1 Cleber Stown
STATE OF Majorisola S. Calonivari S. Caloniv	WALLACE RAND NOTARY PUBLY: AIMNESOTA WATONWAN GOUNTY
STATE OF Minisola STATE OF Minisola SS. SECONDARY OF MANAGEMENT SS. SECONDARY OF MANAGEMENT STATE OF MAN	WALLACE RAND (Signature of Owner) NOTARY PUBLY: INNEGOTA WATONWAN COUNTY MY COMM. EXP. DEC. 1, 1990 1985 before me, a Notary Public within and for said Livery August Livery Riscurfe
STATE OF Mainsola STATE OF Catonical St. Cat	WALLACE RAND NOTARY PUBLY: (NASOTA WATONWAN COUNTY MY ODMM. EXP. DEC. 1, 1990 , 1985 before me, a Notary Public within and for said waton ducilist livery Liscuife ed in, and who executed the foregoing instrument and acknow-







105 South State Street, Fairmont, MN 56031 • 507-238-4318 • www.landservicesunlimited.com



ALLEN KAHLER

MN/IA REAL ESTATE BROKER &

MN/IA CERTIFIED GENERAL APPRAISER

507-841-1564

AUCTIONEERALLEY@GMAIL.COM



KEVIN KAHLER

MN/IA REAL ESTATE SALESMAN &
LICENSED AUCTIONEER
507-920-8060
K.KAHLER@HOTMAIL.COM
AUCTIONEERALLEY@GMAIL.COM



LEAH HARTUNG

MN/IA REAL ESTATE BROKER &

MN/IA CERTIFIED GENERAL APPRAISER

507-236-8786

LHARTUNG87@GMAIL.COM

AUCTIONEERALLEY@GMAIL.COM



DUSTYN HARTUNG

MN/IA REAL ESTATE SALESMAN &
LICENSED AUCTIONEER
507-236-7629
DUSTYN2316@HOTMAIL.COM
AUCTIONEERALLEY@GMAIL.COM



DOUG WEDEL

MN REAL ESTATE SALESMAN &

MN APPRAISER &

LICENSED AUCTIONEER

507-236-4255

WEDELAUCTION@GMAIL.COM

AUCTIONEERALLEY@GMAIL.COM



RYAN KAHLER
LICENSED AUCTIONEER
507-227-8528
RKAHL_3@HOTMAIL.COM
AUCTIONEERALLEY@GMAIL.COM

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