# 53 Acres +/- of Martin County Farmland PRIVATE LISTING FOR SALE



SUBJECT LOCATION: From Sherburn, MN, 3 miles West on State Hwy 4 to County Hwy 7, then 3 miles North to 140th St, then West 2 1/4 miles. The farm is located approximately 8 miles Northwest of Sherburn, MN.

<u>LEGAL DESCRIPTION</u>: E 53 Acres of the W 1/2 of the SE 1/4 of Section 30 of Elm Creek Township, Martin County, MN T103N, R33W

REAL ESTATE SALE TERMS: The terms of sale for this farm are based on a cash sale with possession taking place after closing and the 2021 crop has been removed. The successful buyer will enter into a purchase agreement & make a 20% down payment to the Edman & Edman Trust account with closing following 30 days after. This sale is NOT CONTINGENT ON BUYER FINANCING and 20% down payment is NON-REFUNDABLE. There will be a 2% buyers premium added onto the final sales price. 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 of record. The 2021 property taxes and land rent will prorated at the time of closing. 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 property prior to their purchase of it. Land Services Unlimited+ and Sales Staff represent the seller in this transaction.

# **MAJORIE GANGL ESTATE-OWNER EDMAN & EDMAN-CLOSING ATTORNEY**

# **ADDITIONAL PROPERTY INFORMATION:**

This parcel of bare farmland is being marketed and sold by the Private Sale Method. To receive information on price, terms, & other pertinent information, interested parties please contact Dustyn Hartung 507-236-7629 or Kevin Kahler 507-920-8060 with Land Services Unlimited+ Call us today and thank you for looking!





### **REAL ESTATE SALES STAFF**

DUSTYN HARTUNG 507-236-7629 KEVIN KAHLER 507-920-8060 LEAH HARTUNG MN Broker #40416719 Cell # 507-236-8786

www.landservicesunlimited.com

# PROPERTY INFORMATION

**DESCRIPTION PARCEL:** The East 53 Acres of the West ½ of the SE ¼, Elm Creek Township, Martin County,

MN T103N, R33W

\*Not to be used on legal documents.

TAX PARCEL ID #:

**BUILDINGS:** 

the property to below

040300250

**Bare Farmland** 

REAL ESTATE TAXES:

2021 AG (NON-HSTD) Taxes = \$2,130

\*These taxes are AG (NON-HSTD)

**FSA INFORMATION:** 

**Total Acres** 53.00 +/- acres

FSA Tillable Acres 52.34 +/- acres

28.94 +/- acres **Corn Base Acres** 

Corn PLC Yield +/- bushels 162

Soybean Base Acres 23.40 +/- acres

+/- bushels Soybean PLC Yield

**Total Base Acres** 52.34 +/- acres

\*Farm is currently being farmed under a larger tract with FSA. Once new Buyer purchases farm, it will be split at FSA and new base acres & tillable acres will be as-

signed to the new tract number. The acres above are approximate.

**SOIL DESCRIPTION:** Nicollet Clay Loam, Canisteo Clay Loam, Clarion Swanlake, Webster Clay Loam

\*See Soils Map

CPI: Crop Productivity Index = 94.6 \*Excellent

TOPOGRAPHY:

**DRAINAGE:** Farm has private tile which outlets to JD 15

\*See Tile Maps/ Air Photos

NRCS CLASSIFICATIONS

ON TILLABLE ACRES: NHEL – Non-Highly Erodible Land.

WETLAND STATUS: Not Completed

LEASE STATUS:

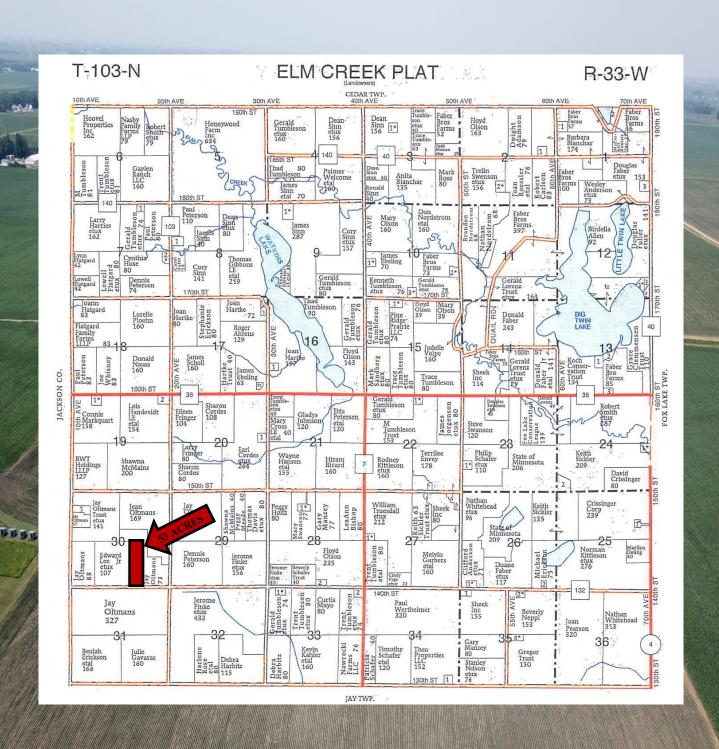
Farm is rented out for the 2021 crop year. New buyer may enter property for 2021 fall tillage after the 2021 crop has been removed. New buyer will have possession of the farm upon closing subject to the rights of the current tenant.

WIND PAYMENT: The farm does receive an annual payment from I-90 Wind LLC





# **REAL ESTATE SALES STAFF**





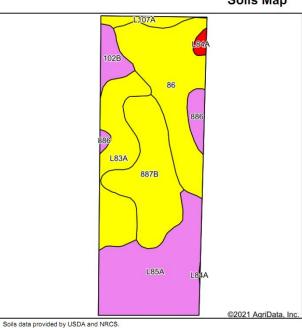


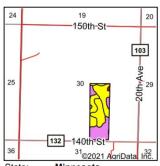






### Soils Map





Minnesota State: County: Martin 30-103N-33W Location: Township: Elm Creek Acres: 52.34 6/18/2021 Date:







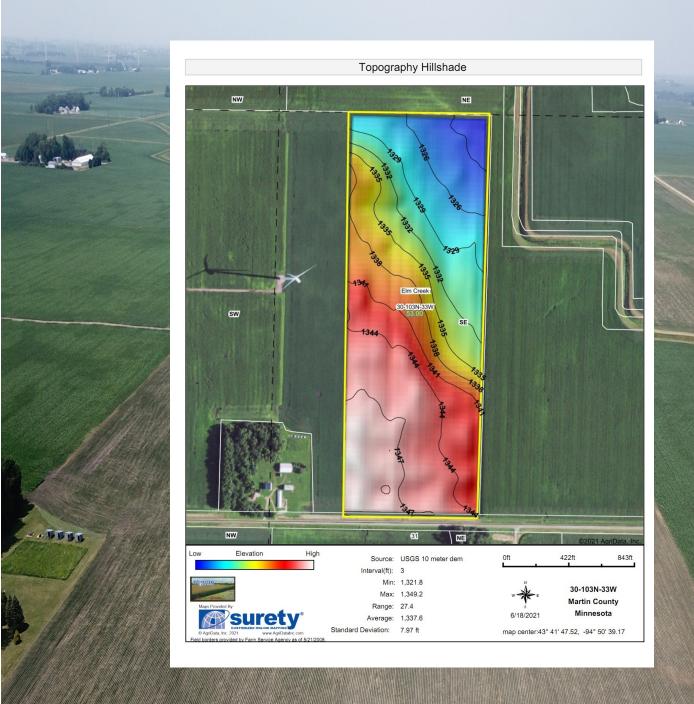
Area S	ymbol: MN091, Soil Are	a Versio	on: 17										
Code	Soil Description	Acres	Percent of field	PI Legend	Soil Drainage	Non-Irr Class *c	Productivity Index	Bromegrass alfalfa hay	Corn	Oats	Soybeans	Spring wheat	*n NCCPI Soybeans
L85A	Nicollet clay loam, 1 to 3 percent slopes	14.16	27.1%		Somewhat poorly drained	lw	99						8
86	Canisteo clay loam, 0 to 2 percent slopes	13.01	24.9%		Poorly drained	llw	93						8
887B	Clarion-Swanlake complex, 2 to 6 percent slopes	11.06	21.1%		Moderately well drained	lle	92						8
L83A	Webster clay loam, 0 to 2 percent slopes	8.48	16.2%		Poorly drained	llw	93						8
102B	Clarion loam, 2 to 6 percent slopes	2.10	4.0%		Moderately well drained	lle	95						8
886	Nicollet-Crippin complex	1.75	3.3%		Somewhat poorly drained	1	100	5.2	210	94	60	5.2	8
L107A	Canisteo-Glencoe complex, 0 to 2 percent slopes	1.31	2.5%		Poorly drained	llw	91						3
L84A	Giencoe clay loam, 0 to 1 percent slopes	0.47	0.9%		Very poorly drained	IIIw	86						7
	1 %				Weighted	Average	94.6	0.2	7	3.1	2	0.2	*n 8

\*n: The aggregation method is "Weighted Average using all components" \*c: Using Capabilities Class Dominant Condition Aggregation Method



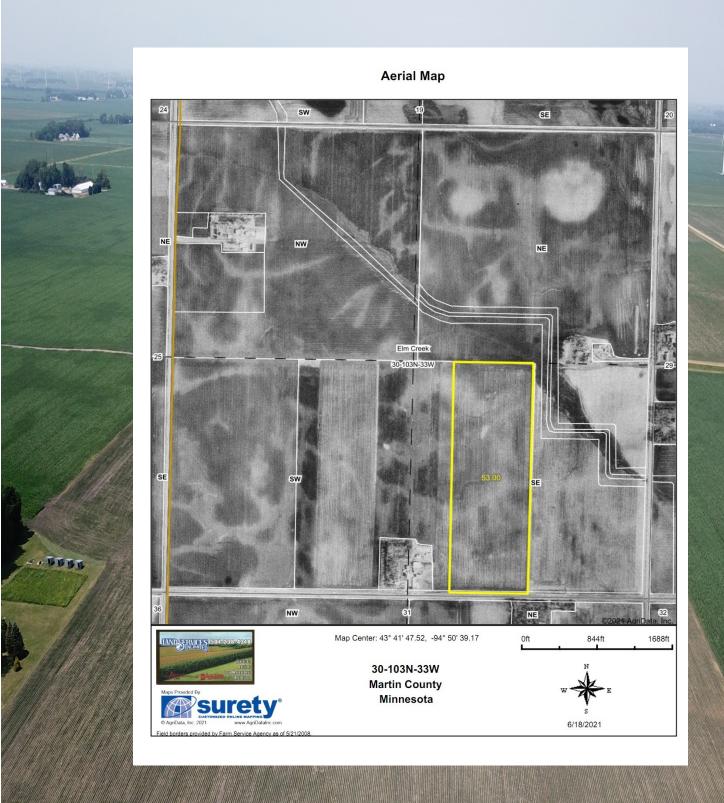


# **REAL ESTATE SALES STAFF**















# Beacon™ Martin County, MN

### Summary

Parcel ID

Property Address Sec/Twp/Rng Brief Tax Description

040300250 30-103-033

Sect-30 Twp-103 Range-033 53.00 AC E 53 AC OF THE W1/2 SE1/4 53 AC (Note: Not to be used on legal documents) 53.00

101 - (NON-HSTD) AGRICULTURAL

Deeded Acres

(401) ELM CREEK-2448 2448 4 - ELM CREEK

Class District School District Neighborhood

Creation Date

Contact Appraiser: <u>Jessica Laue</u> 07/07/1989

### Owner

Primary Taxpayer Marjorie Ann Gangl 6265 Foothill Blvd Las Vegas, NV 89118

Seq	Code	CER	Dim 1	Dim 2	Dim 3	Units	UT
1	TILL A1 86-100 CPI	0	0	0	0	52.340	AC
2	ROAD	0	0	0	0	0.660	AC
	Total					53.000	

### Valuation

		2021 Assessment	2020 Assessment	2019 Assessment	2018 Assessment	2017 Assessment
+	Estimated Land Value	\$397,800	\$413,500	\$392,600	\$416,100	\$391,000
+	Estimated Building Value	\$0	\$0	\$0	\$0	\$0
+	Estimated Machinery Value	\$0	\$0	\$0	\$0	\$0
-	Total Estimated Market Value	\$397,800	\$413,500	\$392,600	\$416,100	\$391,000

### Taxation

	2021 Payable	2020 Payable	2019 Payable	2016 Payable
Classification	101 - (NON-HSTD) AGRICULTURAL	101 - (NON-HSTD) AGRICULTURAL	101 - (NON-HSTD) AGRICULTURAL	101 - (NON-HSTD) AGRICULTURAL
Estimated Market Value	\$413,500	\$392,600	\$416,100	\$391,000
- Exempt Value	\$0	\$0	\$0	\$0
- Excluded Value	\$0	\$0	\$0	\$0
- Homestead Exclusion	\$0	\$0	\$0	\$0
= Taxable Market Value	\$413,500	\$392,600	\$416,100	\$391,000
Net Taxes Due	\$2,130.00	\$2,104.00	\$2,146.00	\$2,014.00
+ Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
= Total Taxes Due	\$2,130.00	\$2,104.00	\$2,146.00	\$2,014.00

### IF YOU OWE BACK TAXES PLEASE CALL THE AUDITOR/TREASURER OFFICE

### **Unpaid Taxes**

	2021 Payable
Unpaid Tax	\$2,130.00
+ Unpaid Spec Asmt	\$0.00
+ Unpaid Fees	\$0.00
+ Unpaid Penalty	\$85.20
+ Unpaid Interest	\$0.00
= Unpaid Total	\$2,215.20





**REAL ESTATE SALES STAFF** 



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 Beatries
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 148.22 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. Welland 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.

T103-R33-

Elm Creek





30

T103 R33

Elm Creek

148.22 NHEL

140th St

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MINNESOTA MARTIN

Form: FSA-156EZ

United States Department of Agriculture Farm Service Agency

Abbreviated 156 Farm Record

FARM: 9301

Prepared: 6/2/21

8:55 AM

Crop Year: 2021

**Operator Name** 

Farms Associated with Operator: None

See Page 2 for non-discriminatory Statements.

CRP Contract Number(s)

Recon ID

Transferred From

None

ARCPLC G/I/F Eligibility

Eligible

				Farm Land	Data				
Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
156.81	148.22	148.22	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double	Cropped	MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	148.22	0.	00	0.00		0.00	0.00	0.00

ARC Individual	ARC County	Price Loss Coverage
None	CORN, SOYBN	None

DCP Crop Data						
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP		
Corn	81.90	0.00	162			
Soybeans	66.20	0.00	42			

TOTAL 148.10 0.00

### NOTES

**Tract Number** 

Description (1G) E2 SW4, W2 SE4 (30)ELM

FSA Physical Location : MINNESOTA/MARTIN ANSI Physical Location : MINNESOTA/MARTIN

BIA Unit Range Number :

**HEL Status** NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners : MARJORIE GANGL,

Other Producers None Recon ID : None

			Tract Land Dat	а			
Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
156.81	148.22	148.22	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	148.22	0.00	0.00	0.00	0.00	0.00

	DCP Crop Da	ita 💮 💮	
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield





# **REAL ESTATE SALES STAFF**



Office of County Recorder County of Martin, Minnesota I hereby certify that the within instrument was filed in this office for recording on 06/26/2019 01:02 PM and was duly recorded as Document No. 2019R-441455

Diane Sanders, Martin Co Recorder

**REC FEE: 46.00** PAGES: 3

(reserved for recording data)

### UTILITY EASEMENT

Date: June 5, 2018

Marjorie Ann Gangl, a single person by Mark Gangl, her attorney-in-fact, hereinafter ("Grantor") hereby grants and conveys to Red Rock Rural Water System, a public body organized and existing under the laws of the State of Minnesota ("RRRWS") a permanent easement to place, construct, maintain, operate, inspect, repair, replace, and/or remove pipelines and all appurtenances associated with the transmission of water upon the following terms and

1. That the easement shall be located on, under, across, and through the following described real estate:

The South 80.00 feet of the East 53 acres of the West Half of the Southeast Quarter (W½ SE½) of Section 30, Township 103 North, Range 33 West of the Fifth Principal Meridian, in Martin County, Minnesota.

- 2. That RRRWS shall pay Grantor 40 cents per lineal foot if the easement goes through real estate which does not contain planted, growing, or unharvested crops. RRRWS shall pay Grantor 80 cents per lineal foot if the easement goes through land where crops have been planted and not yet harvested. Grantor hereby acknowledges that this is adequate and sufficient consideration for this easement.
- 3. That Grantor hereby grants RRRWS the right of ingress and egress over the entire easement area, at any and all times, to carry out the purposes granted to RRRWS pursuant to this easement.
- 4. That Grantor hereby agrees not to construct any building(s), structure(s) or any other improvement(s) within the area covered by this easement, without the prior written consent of RRRWS.

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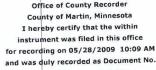


## **REAL ESTATE SALES STAFF**

5. That this is a permanent easement which shall run with the land and shall be binding upon Grantor and their respective heirs, successors, and assigns.  Grantors:  Mark Gangl, as attorney-in fact for Marjorie Ann Gangl
STATE OF
THIS INSTRUMENT WAS DRAFTED BY: Ronald J. Schramel Attorney Reg. No. 254757 Schramel Law Office 910 Fourth Avenue, PO Box 505 Windown, MY S6101 P: (507) 831-1301 F: (507) 831-4200







2009R-399440 Kay Wrucke, Martin County Recorder

> REC FEE: 46.00 PAGES: 5

# MEMORANDUM OF LAND LEASE AND WIND EASEMENT

THIS MEMORANDUM OF LAND LEASE AND WIND EASEMENT ("Memorandum of Lease") is entered into this 11<sup>th</sup> day of February, 2009 by and between Marjorie Ann Gangl, a single person (hereinafter "Lessor"), and I-90 Wind, LLC, a Minnesota limited liability company, and its successors and assigns (hereinafter "Lessee").

### RECITALS:

- A. Lessor and Lessee have entered into a certain Land Lease and Wind Easement dated February 11, 2009 (the "Lease Agreement"), whereby Lessor has agreed to lease to Lessee certain real property, together access easement rights and a wind easement across said premises in the County of Martin, State of Minnesota, and being more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").
  - B. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Lessor and Lessee have entered into the Lease Agreement dated February 11, 2009 (the "Effective Date") to lease and demise the Premises for wind energy purposes and to grant access and wind easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for wind energy purposes, together with certain related wind, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Wind energy purposes means converting wind energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.
- 2. The initial term of the Lease Agreement is for a period of seven (7) years, commencing on the Effective Date (the "Development Period"). The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when construction of Wind Facilities on the Premises ("Construction Date") commences; or (ii) date when Lessor receives written notice from Lessee of Lessee's election to extend the term of the Lease Agreement for the extended term ("Extended Term Notice Date"). The Extended

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**REAL ESTATE SALES STAFF** 

Term of the Lease Agreement ("Extended Term") is twenty (20) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. In addition, Lessee has a right to extend the Extended Term for two (2) additional periods of ten (10) years upon written notice to Lessor.

- 3. Lessor shall have no ownership and other interest in any windpower facilities installed on the Premises by Lessee and Lessee may remove any or all windpower facilities at any time.
- 4. The Lease Agreement and the easement and rights granted L essee therein shall burden the Premises and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 5. Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for wind energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's the Lease, or any right or interest in the Lease, or any or all right or interest of Lessee in the Premises or in any or all of the Wind Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term of the Lease; (ii) the assignment or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.
- 6. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.
- 7. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

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**REAL ESTATE SALES STAFF** 

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Lease to be duly executed as of the day and year first above written. LESSOR STATE OF AZENCE
COUNTY OF RINGS The foregoing instrument was acknowledged before me this MUCUL ,2008 by Marjorie Ann Gangl, a sungle place OFFICIAL SEAL
CHERI L. MONTGOMERY
NOTARY PUBLIC - STATE OF ARIZONA
PINAL COUNTY
My Comm. Expires Aug. 30, 2009

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# **REAL ESTATE SALES STAFF**

		LESSEE I-90 Wind, LLC,	
344		a Minnesota limited liability	y company
		By: Coty King  Its: Yes	Luggs—
	STATE OF		
	COUNTY OF <u>Izchson</u>	) ss.  nt was acknowledged before me this	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
	(2008)by	mited liability company, on behalf of the con	
	NEAL R. VON OH NOTARY PUBLIC-MINNE My Commission Expires 01-3	SOTA Notary Public	<u>′</u>
	This instrument was drafted by: Fredrikson & Byron, P.A. (KLN) 200 South Sixth Street, Suite 4000 Minneapolis, Minnesota 55402-14	) 125	
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		REAL ESTAT	E SALES STAFF





# EXHIBIT A TO MEMORANDUM OF LAND LEASE AND WIND EASEMENT

# **Legal Description of Premises**

The East 53 acres of the West Half of the Southeast Quarter (W ½ SE ¼) of Section Thirty (30), Township One Hundred Three (103) North, Range Thirty-three (33), West of the Fifth Principal Meridian, Martin County, Minnesota.

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# **REAL ESTATE SALES STAFF**

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