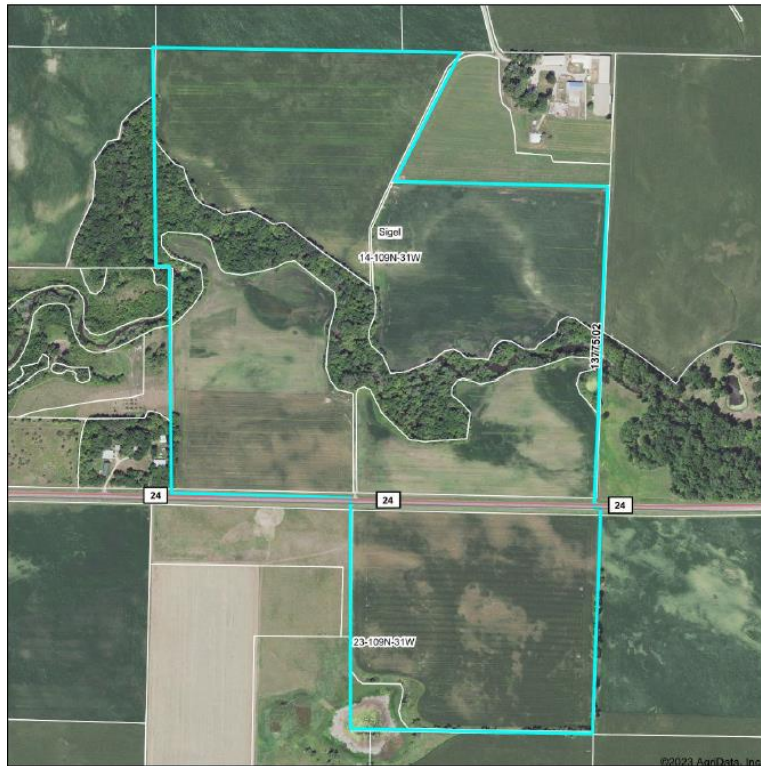


**RITA FILZEN ESTATE FARM LAND SALE**  
**March 31st, 2023**  
**10:00 a.m.**  
**SEARLES BAR & GRILL, SEARLES, MN**



180.03± acres farm land (155.9 tillable)\*

Offered in three (3) parcels

Section 14 and 23, Township 109 North, Range 31 West  
Sigel Township, Brown County, Minnesota

**Offered by: Rita Filzen Estate**

**Attorney:** Jeremy M. Berg, Blethen Berens  
219 North Broadway, Suite C, PO Box 428  
New Ulm MN 56073  
507-233-3900

\*Per Abbreviated 156 Farm Record.

{B1785092.2} **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**

## PROCEDURE

To gain admittance to the sale, Bidder must bring to the auction and deliver to the attorney a cashier's check payable to the **Blethen Berens Trust Account** in the amount of **\$10,000.00**. The auction sale will begin at 10:00 a.m. on March 31<sup>st</sup>, 2023. The seller reserves the right to reject any and all bids, to waive any formalities or irregularities in the sale process, and to control all rules and procedures of the sale. The attorney conducting the auction shall determine when bidding shall cease.

## TERMS

- The successful bidder(s) must enter into a purchase agreement at the conclusion of the bidding on March 31<sup>st</sup>, 2023. A specimen of the purchase agreement is attached hereto. At that time, 10% of the Purchase Price will be due and payable as earnest money. The balance of the purchase price together with normal buyer's costs will be due and payable in cash no later than April 28, 2023, the date of Closing.
- Real estate taxes due and payable in 2023 shall be paid by Purchaser(s). If the auction results in a split parcel, all property taxes due and payable for the split parcel will be due and payable at Closing.
- Seller shall furnish a commitment for an owner's policy of title insurance indicating marketable or insurable title.
- Possession of the property shall be given to the successful bidder(s) upon receipt of payment in full and is available to farm for the 2023 crop year. In the event that Closing has not occurred prior to commencement of field work, Seller and Buyer will enter into a lease agreement and the earnest money will be held as rent, pending Closing.
- Personal Representative's Deed(s) delivered at closing shall be subject to easements, agreements and restrictions of record, if any, and encumbrances noted in the attached title commitments.
- Cashier's checks of unsuccessful bidders will be returned at the conclusion of the sale.
- "Snow Date" April 1, 2023 (listen to KNUJ if bad weather).
- Announcements made the day of the sale take precedence over previous terms or information.
- Property is being offered and will be purchased in an "AS IS" and "WHERE IS" condition.

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For further information, contact attorney Jeremy Berg, or legal assistant Diane Franta, at Blethen Berens, 219 North Broadway, Suite C, in New Ulm at 507-233-3900 or dfranta@blethenlaw.com.

**GENERAL:**

The Rita Filzen Estate Farm will be offered for sale as three (3) parcels: Parcel One (1) is that part depicted on the following map lying northerly of the center of the Little Cottonwood River. Parcel Two (2) is that part depicted on the following map lying southerly of the Little Cottonwood River and north of County State Aid Highway 24. Parcel Three (3) is that part depicted on the following map lying south of County State Aid Highway 24.

The dividing line between Parcel One and Parcel Two will be the centerline of the Little Cottonwood River as it enters the west side of the Rita Filzen Estate Farm at the west line of the NE1/4 of SW1/4 of Section 14 and runs southeasterly and exits the Rita Filzen Estate Farm at the east line of the SW1/4 of SE1/4 of Section 14. The centerline of the Little Cottonwood River will be the controlling landmark and will not be surveyed. Accordingly, both Parcel One and Parcel Two will consist of cropland with identified tillable acres per FSA records, and woodland, wetland, river and riverine acres estimated by simple equal division of FSA stated 21.79 acres of “wasteland.” The actual amount of non-cropland with each Parcel One and Parcel Two may be more or less than the acreage stated herein.

The Seller states that there may be old farm dumps located in the woodland portions of Parcel One and/or Parcel Two. The Seller is unaware of the exact location, nature and extent of the refuse, which are not readily apparent due to woody cover and winter conditions.

The Seller is aware that there is drain tile in and about the property but is not aware of the location and extent of installed tiling or the functionality of the drain tile. Seller is aware of two intakes in Parcel One and two intakes in Parcel Two. The tile lines outlet into the Little Cottonwood River.

Admitted bidders will be able to bid, at the bidder’s discretion, on a single parcel, all parcels, or any combination of parcels. Admitted bidders will be free to change the combination parcels that the bidder is bidding on with each round of bidding. Admitted bidders will be free to withhold a bid during any particular round of bidding and to reenter the bidding in subsequent rounds. Subject to the Seller’s right to reject any and all bids, at the conclusion of bidding as determined by the attorney, the highest combination of bids received for all parcels will prevail.

The information provided in this brochure and/or by any other means is made to the best of the Seller’s knowledge. The buyer is to make his own determinations and is buying the farm “as is” without any seller representation.

Announcements made the day of the auction take precedence over any written or oral terms made prior to the auction.

[B1785092.2] **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**

**FSA INFORMATION:**

Parcel One, Parcel Two and Parcel Three are combined under Farm Record #5353 of the FSA records as listed below and on the attached Abbreviated 156 Farm Record:

Tract No.: 11430

Farmland: 180.03

Cropland: 155.9

Base Acres:                      PLC Yield:

Corn:                      69.2                      137

Soybeans:                      65.0                      39

ARC/PLC:    ARC-CO. Corn, Soybeans.

**ASSESSOR INFORMATION:**

Assessor information for Parcel Three is included under the parcel data specific to Parcel Three later in this brochure. The following information is for Parcel One and Parcel Two, which are presently a single combined Brown County, Minnesota, tax parcel identification number:

Total Acres: 136.45

Tillable: 113.90

Road: 2.90

Wetland: 0.00

Woods: 17.00

River: 2.65

Average CER: 63.03

Assessor's Parcel ID: R230.014.003.11.100

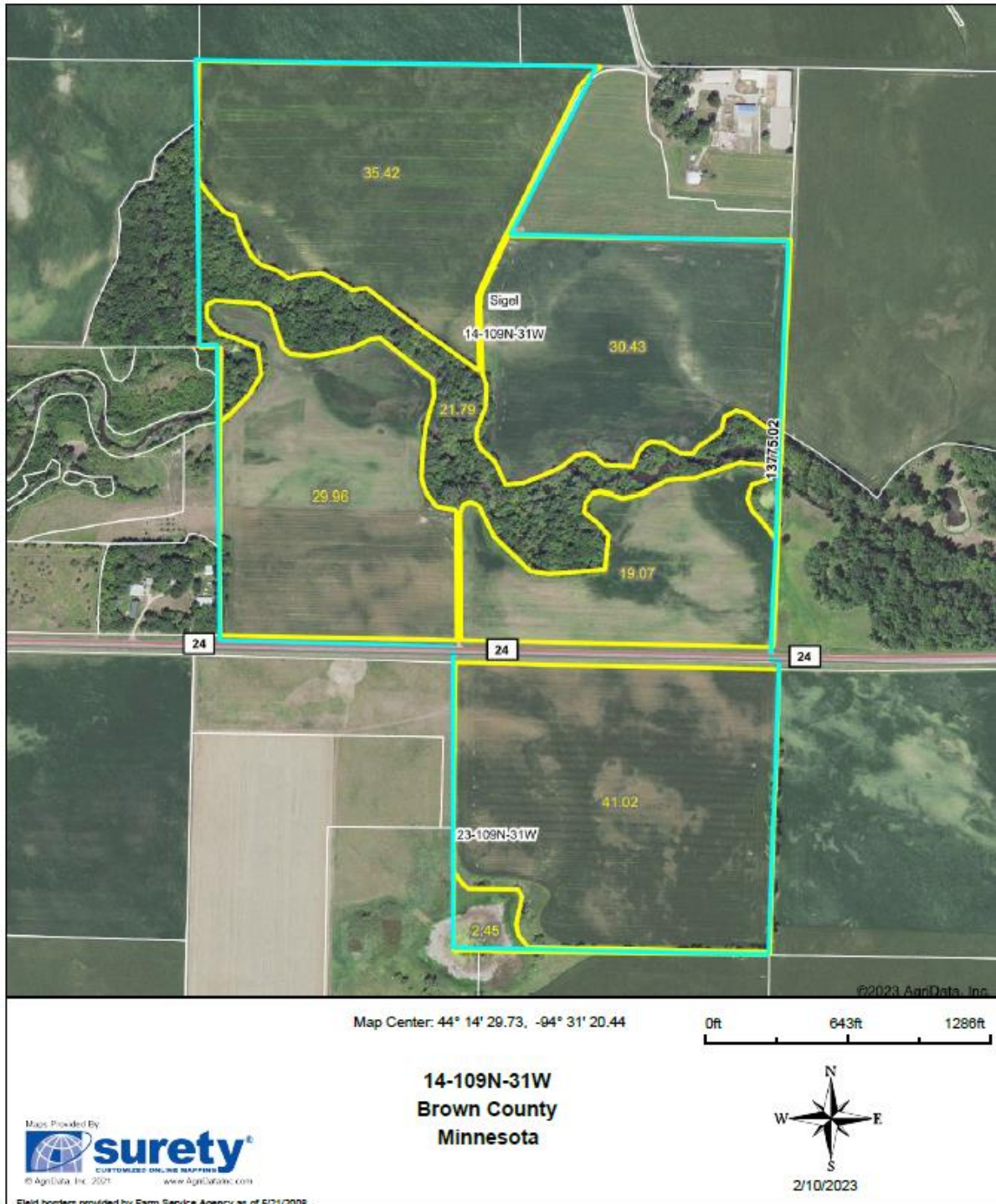
2022 taxes: \$1,616.00, paid in full.

2023 tax: To be determined.

[B1785092.2] **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**

**FSA MAP (ALL PARCELS):**

**Aerial Map**



(B1785092.2) **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**



**ABBREVIATED 156 FARM RECORD (ALL PARCELS COMBINED):**

Minnesota U.S. Department of Agriculture FARM: 5353  
 Brown Farm Service Agency Prepared: 2/9/23 3:21 PM  
 Report ID: FSA-156EZ Abbreviated 156 Farm Record Crop Year: 2022  
 Page: 1 of 2  
 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  
 FILZEN, DALE T 2003 DIV 1404

Farms Associated with Operator:  
 None

ARC/PLC G/I/F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
180.03	155.9	155.9	0.0	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod				
0.0	0.0	155.9	0.0	0.0	0.0				

ARC/PLC						
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default	
NONE	CORN , SOYBN	NONE	NONE	NONE	NONE	

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction	HIP
CORN	89.2	137	0.00	0
SOYBEANS	65.0	39	0.00	0
<b>Total Base Acres:</b>	<b>134.2</b>			

Tract Number: 11430 Description PW2SE4S14SI,E2SW4S14SI,NW4NE4S23SI,PE2NE4NW4S23SI

FSA Physical Location : Brown, MN ANSI Physical Location: Brown, 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

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
180.03	155.9	155.9	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	155.9	0.0	0.0	0.0		

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	89.2	137	0.00
SOYBEANS	65.0	39	0.00
<b>Total Base Acres:</b>	<b>134.2</b>		

Owners: FILZEN, RITA MAE

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Minnesota  
Brown

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

FARM: 5353  
Prepared: 2/9/23 3:21 PM  
Crop Year: 2022  
Page: 2 of 2

Report ID: FSA-156EZ

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.

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Other Producers: None

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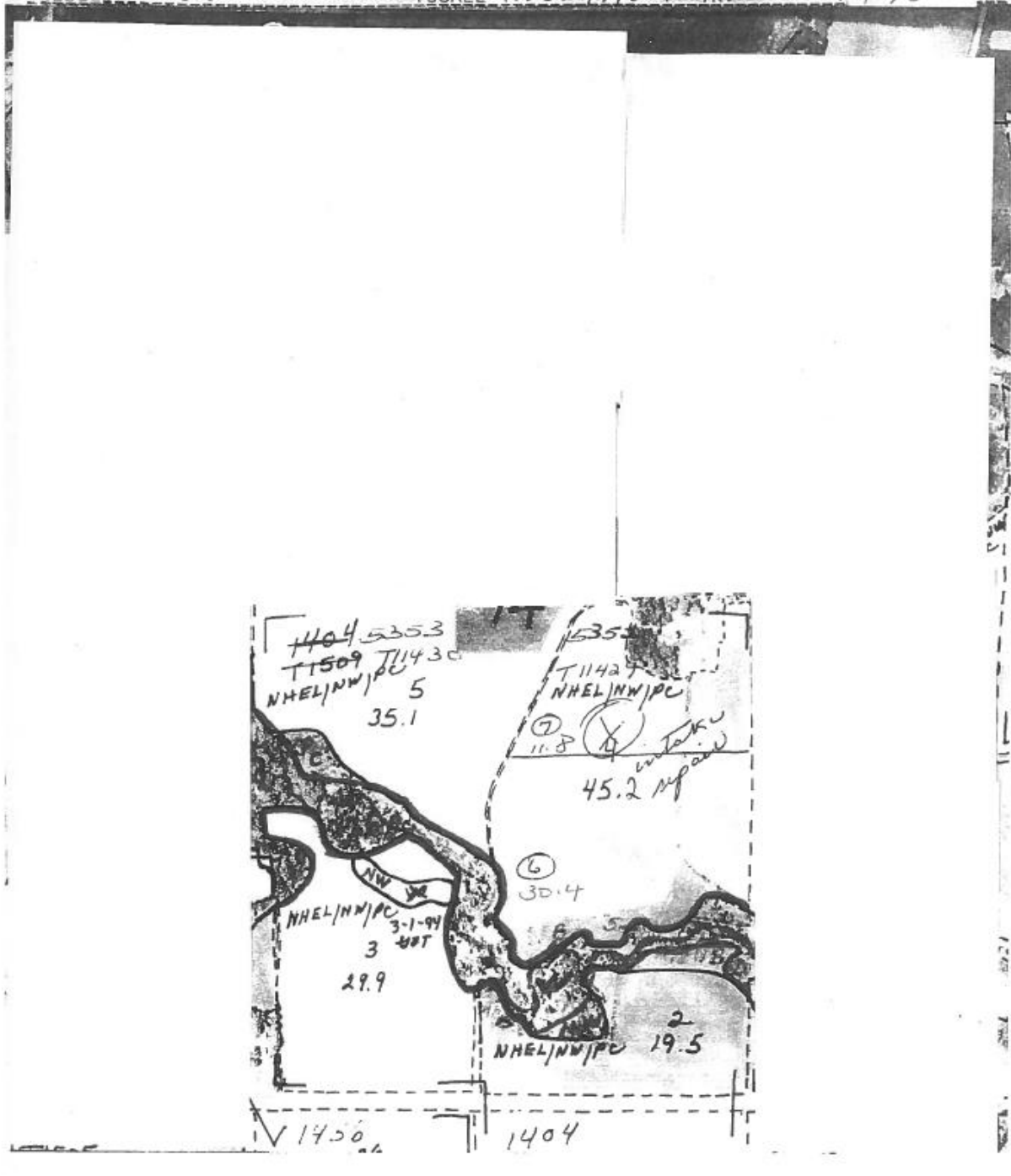
# HIGHLY ERODIBLE LAND AND WETLAND DETERMINATION (WHOLE FARM):

U.S.D.A. Soil Conservation Service  <b>HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION DETERMINATION</b>	SCS-CPA-026 (July 83)	1. Name and Address of Person  <i>Richard Filzen</i> <i>RR 2</i> <i>New Ulm, MN 56073-9802</i>	2. Date of Request  <i>7-24-94</i> 3. County  <i>Brown</i>
4. Name of USDA Agency or Person Requesting Determination  <i>ASCS</i>		5. Farm No. and Tract No.  <i>1474 1509 T11429 &amp; T11430</i>	
<b>SECTION I - HIGHLY ERODIBLE LAND</b>			
6. Is soil survey now available for use in the highly erodible land determination? Yes <input type="checkbox"/> No <input type="checkbox"/>		FIELD NO.(S)	TOTAL ACRES
7. Are there highly erodible soil trap units on this farm? Yes <input type="checkbox"/> No <input type="checkbox"/>		<b>RECEIVED</b>	
8. List highly erodible fields that, according to ASCS records, were used to produce an agricultural commodity in any crop year during 1981-1985.		<i>MAR 0 1994</i>	
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.		<b>ASCS COMMITTEE</b>	
10. This Highly Erodible Land determination was completed in the: Office <input type="checkbox"/> Field <input type="checkbox"/>			
<b>SECTION II - WETLAND</b>			
11. Are there hydric soils on this farm? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		FIELD NO.(S)	TOTAL ACRES
12. Wetlands (W), including abandoned wetlands, or Farmed Wetlands (FW) or Farmed Wetlands Pasture (FWP). Wetlands may be farmed under natural conditions. Farmed Wetlands and Farmed Wetlands Pasture may be farmed and maintained in the same manner as they were prior to December 23, 1985, as long as they are not abandoned.		<i>Non-Crop</i>	
13. Prior Converted Cropland (PC). Wetlands that were converted prior to December 23, 1985. The use, management, drainage, and alteration of prior converted cropland (PC) are not subject to the wetland conservation provisions unless the area reverts to wetland as a result of abandonment.		<i>1</i>	<i>20.1</i>
14. Artificial Wetlands (AW). Artificial wetlands includes irrigation-induced wetlands. These wetlands are subject to the wetland conservation provisions.		<i>2, 3, 4, 5</i>	<i>129.7</i>
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.		—	—
16. Mitigation Wetlands (MIW). Wetlands on which a person is actively mitigating a frequently cropped area or a wetland converted between December 23, 1985 and November 28, 1990.		—	—
17. Restoration with Violation (RWV-year). A restored wetland that was in violation as a result of conversion after November 28, 1990, or the planting of an agricultural commodity or forage crop.		—	—
18. Restoration without Violation (RSW). A restored wetland converted between December 23, 1985 and November 28, 1990, on which an agricultural commodity has not been planted.		—	—
19. Replacement Wetlands (RPW). Wetlands which are converted for purposes other than to increase production, where the wetland values are being replaced at a second site.		—	—
20. Good Faith Wetlands (GFW+year). Wetlands on which ASCS has determined a violation to be in good faith and the wetland has been restored.		—	—
21. Converted Wetlands (CW). Wetlands converted after December 23, 1985 and prior to November 28, 1990. In any year that an agricultural commodity is planted on these Converted Wetlands, you will be ineligible for USDA benefits.		—	—
22. Converted Wetland (CW-year). Wetlands converted after November 28, 1990. You will be ineligible for USDA program benefits until this wetland is restored.		—	—
23. Converted Wetland Non-Agricultural use (CWNA). Wetlands that are converted for trees, fish production, shrubs, cranberries, vineyards or building and road construction.		—	—
24. Converted Wetland Technical Error (CWTE). Wetlands that were converted as a result of incorrect determination by SCS.		—	—
25. The planned alteration measures on wetlands in fields _____ are considered maintenance and are in compliance with FSA.			
26. The planned alteration measures on wetlands in fields _____ are not considered to be maintenance and if installed will cause the area to become a Converted Wetland (CW). See item 22 for information on CW+year.			
27. The wetland determination was completed in the office <input checked="" type="checkbox"/> field <input type="checkbox"/> and was delivered <input type="checkbox"/> mailed <input checked="" type="checkbox"/> to the person on <i>3-1-94</i>			
28. Remarks  <i>Intake repair as indicated on attached maps are okay.</i>			
29. I certify that the above determination is correct and adequate for use in determining eligibility for USDA program benefits, and that wetland hydrology, hydric soils, and hydrophytic vegetation under normal circumstances exist on all areas outlined as Wetlands, Farmed Wetlands, and Farmed Wetlands Pasture.		30. Signature of SCS District Conservationist  <i>Gregory S. Tormont</i>	
		31. Date  <i>3-1-94</i>	
Assistance and programs of the Soil Conservation Service available without regard to race, religion, color, sex, age, or handicap.			
ASCS Copy		<i>S/S flags ok 7-16-94</i>	

(B1785092.2) **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**



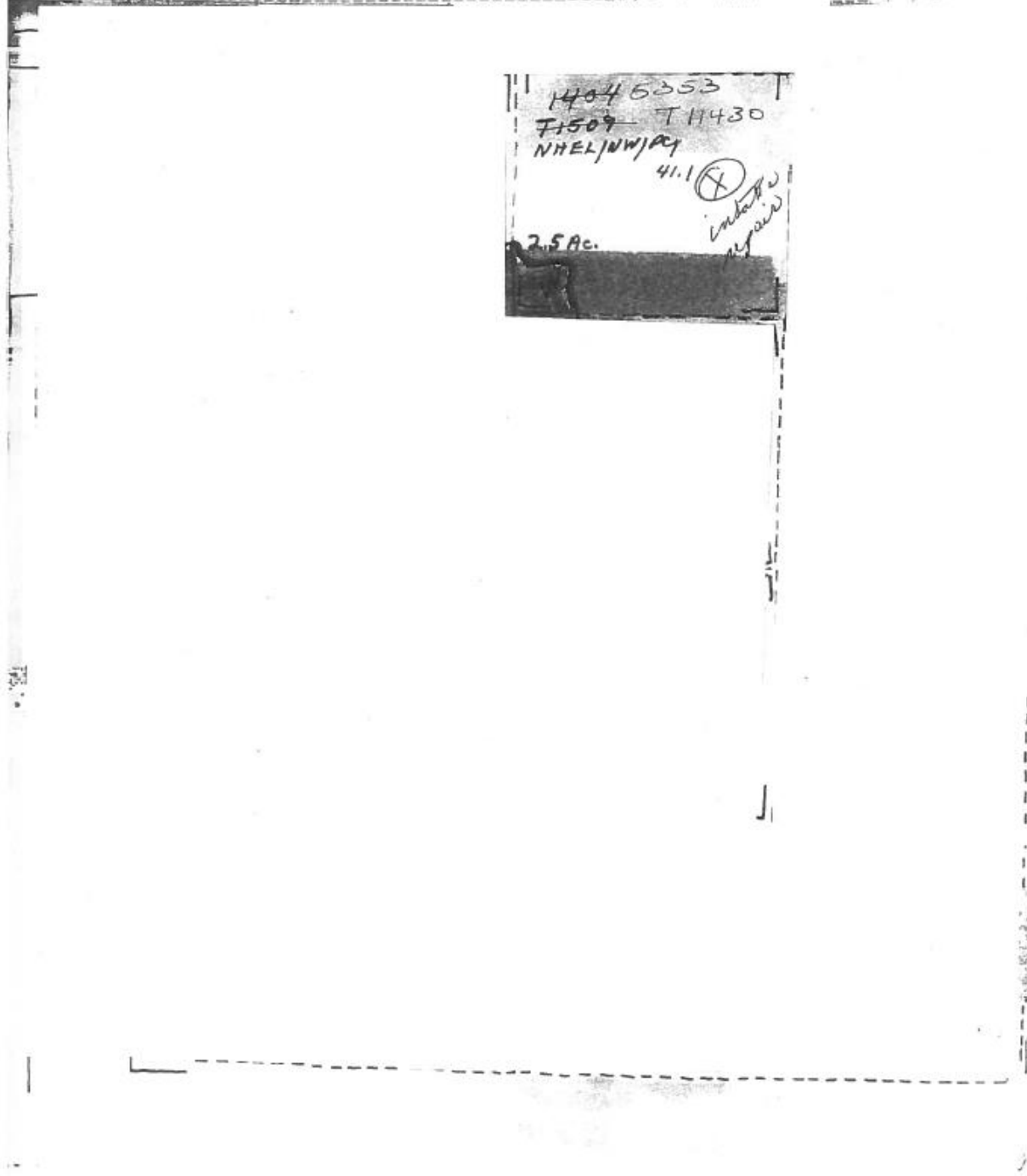
T = TRACT NUMBER    TMT = MULTIPLE TRACT NUMBER    HEL = HIGHLY ERODIBLE LAND    MW = MINIMAL EFFECT WETLAND (EXEMPT)  
 W = WETLAND    CW = CONVERTED WETLAND    NHEL = NON-HIGHLY ERODIBLE    MMC, MAM, MWR = SPECIAL COND. (SEE SCS)  
 FW = FARMED WETLAND    NAW = NON-AGRICULTURAL    PC = PRIOR CONVERTED WETLAND    NC = NON-CROPLAND    PHOTO NO.  
 SW = NON-WETLAND    IAW = ARTIFICIAL WETLAND    ECW = EXEMPT (COMMENCED) CONVERTED WETLAND  
 COUNTY Brown    NOT TO BE REPRODUCED    CROP  
 SCALE NOV. 1992    YR.    P.10



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TRACT NUMBER	ADJACENT TRACT NUMBER	HEL = HIGHLY ERODIBLE LAND	MW = MINIMAL EFFECT WETLAND (EXEMPT)
WETLAND	CONVERTED WETLAND	NHEL = NON-HIGHLY ERODIBLE	MWC, MWM, MWR = SPECIAL COND. (SEE 803)
FARMED WETLAND	NON-AGRICULTURAL	PC = PRIOR CONVERTED WETLAND	NC = NON-CROPLAND   PHOTO NO.
NON-AGRICULTURAL	ARTIFICIAL WETLAND	ECW = EXEMPT (COMMENCED) CONVERTED WETLAND	

COUNTY: BROWN | NOT TO BE REPRODUCED | CROP | SCALE: NOV. 1992 | YR. | P10



1404 6353  
~~T1509~~ T1430  
 NHEL/NW/1/1  
 41.1  
 (X)  
 install w  
 repair  
 2.5 Ac.

(B1785092.2) The information herein is not warranted and subject to change without notice. We assume no liability for errors.

**FACT SHEET – PARCEL ONE (1):**

**OWNER:** Rita Filzen Estate

**LOCATION:** Sigel Township, Brown County, Minnesota.

**LEGAL DESCRIPTION:** That part of the NE1/4 of SW1/4, SE1/4 of SW1/4 and SW1/4 of SE1/4, Section 14, Township 109, Range 31, Brown County, Minnesota, lying NORTHERLY of the center of the main thread of the Little Cottonwood River as said River runs in a generally southeasterly direction from the west line of said NE1/4 of SW1/4 to the east line of said SW1/4 of SE1/4; and

NW1/4 of SE1/4 Section 14, Township 109, Range 31, Brown County, Minnesota, except the following two parcels:

Exception Parcel 1: A parcel of land located in the N1/2 of NW1/4 of SE1/4, Sec. 14, Twp. 109, Range 31, Brown County, Minnesota, described as follows: Commencing at the Northeast corner of said NW1/4 of SE1/4 of Said Sec. 14; thence running south along the quarter-section line for a distance of 520 feet; thence running west for a distance of 800 feet; thence running north a distance of 520 feet to the section line; thence running east along the section line for a distance of 800 feet to the point of beginning; and

Exception Parcel 2: That part of the NW1/4 of SE1/4 , Sec. 14, Twp, 109, Range 31, Brown County, Minnesota, described as follows: commencing at the Northeast corner of the NW1/4 of SE1/4, Sec. 14; thence South 00°29'48" West, an assumed bearing, along the east line of said NW1/4 of SE1/4, 520 feet to the point of beginning; thence continuing South 00°29'48" West along said east line 263.85 feet; thence North 89°47'01" West 1,302.77 feet; thence North 26°28'13" east 874.00 feet to the North line of said SE1/4; thence South 89°47'01" East, along said north line 119.99 feet; thence South 00°29'48" West 520.00 feet; thence south 89°47'01" East 800 feet to the point of beginning containing 10.45 acres.

Together with an access easement for ingress and egress from Lakeside Road.

**FSA INFORMATION:** See page 4. The information below is derived from Agridata/FSA mapping:

Total Land: 76.75+/-  
Cropland: 65.85  
Wetlands 0.00  
Timber, etc.: 10.9+/-  
Average Productivity Index: 89.4

**SOILS:** See Soil Mapping

[B1785092.2] **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**

**ASSESSORS INFORMATION:** See page 4.

**PROPERTY BOUNDARIES (Physical Landmarks):** See Maps

**DRAINAGE:** Seller states that to the best of Seller's knowledge there is tile but is unaware of the location and does not have tile maps.

**ACCESS:** Access is via private easement from the north over an improved driveway from Lakeside Road.

**ZONING:** This property is subject to the zoning ordinances of Brown County. Building permits are administered and issued through the county zoning office.

**HEL AND WETLANDS:** There is no Highly Erodible Land mapped on this farm. There are Designated Wetlands or Farmable Wetlands as noted on the attached Highly Erodible Land and Wetland Determination and mapping.

**TAXES:** Property taxes that are due and payable in the 2023 tax year will be the responsibility of the buyer. Property taxes due and payable in the 2022 tax year have been paid by the seller (2022 taxes paid \$1,616.00; includes Parcel 2). If Parcel 1 and Parcel 2 are purchased by different purchasers, property taxes will need to be paid in full at Closing.

**FALL TILLAGE AND FERTILIZER:** Fall tillage has been completed. At the end of the 2022 crop year, the farm had no fall fertilizer applied to it for the 2023 crop year.

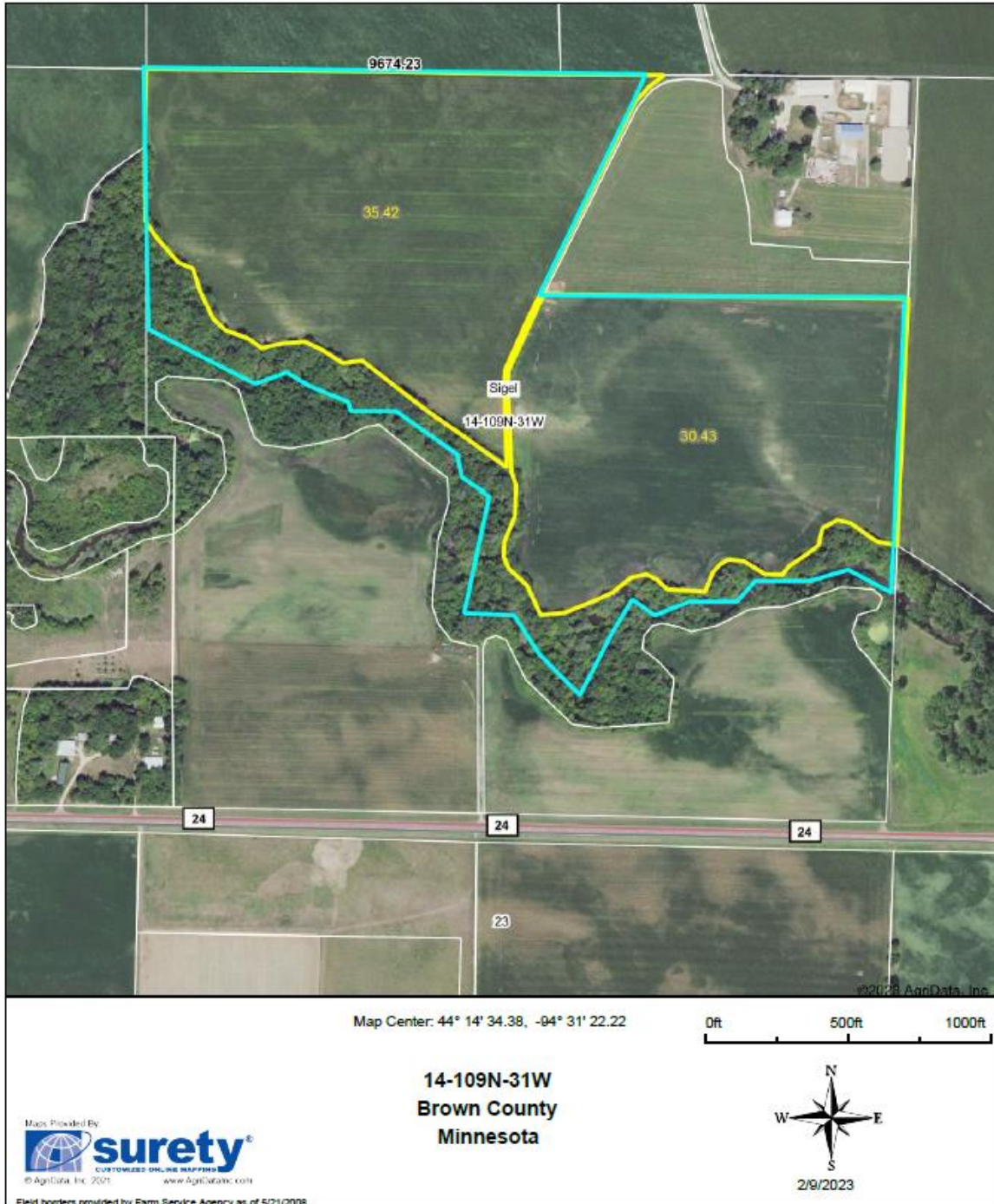
**POSSESSION:** Upon Closing. The farm is available for the 2023 crop year.

{B1785092.2} **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**



**PARCEL 1 FSA MAP (southern boundary approximate – actual centerline of river will be boundary):**

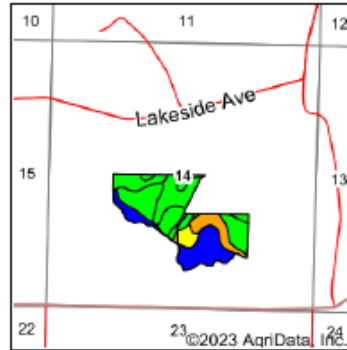
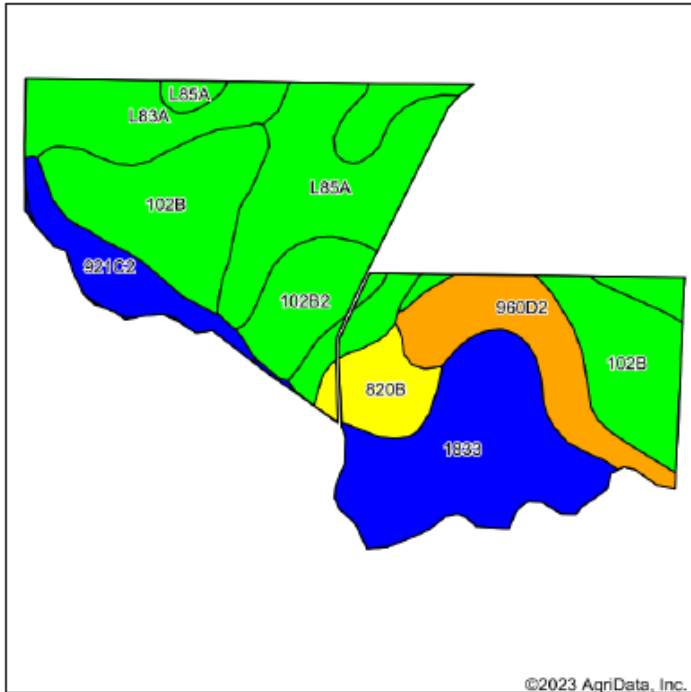
**Aerial Map**



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# PARCEL 1 SOILS MAP

## Soils Map



State: Minnesota  
 County: Brown  
 Location: 14-109N-31W  
 Township: Sigel  
 Acres: 65.85  
 Date: 2/9/2023



Soils data provided by USDA and NRCS.

Area Symbol: MN015, Soil Area Version: 24

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans	
102B	Clarion loam, 2 to 6 percent slopes	14.90	22.6%	IIIe	IIIe	95	83	78	62	83	
L85A	Nicollet clay loam, 1 to 3 percent slopes	12.88	19.6%	IIIw	IIIw	99	81	81	64	81	
1833	Coland clay loam, 0 to 2 percent slopes, occasionally flooded	12.70	19.3%	IIIw	IIIw	83	83	70	41	83	
L83A	Webster clay loam, 0 to 2 percent slopes	7.41	11.3%	IIIw	IIIw	93	82	78	60	82	
960D2	Omsrud-Storden complex, 10 to 16 percent slopes, moderately eroded	6.61	10.0%	IVe	IVe	76	68	67	51	67	
102B2	Clarion loam, 2 to 6 percent slopes, moderately eroded	4.33	6.6%	IIIe	IIIe	95	73	72	55	72	
921C2	Clarion-Storden complex, 6 to 10 percent slopes, moderately eroded	3.75	5.7%	IIIe	IIIe	87	71	69	52	71	
820B	Dickman-Clarion complex, 2 to 6 percent slopes	3.27	5.0%	IIIe	IIIe	66	61	61	44	48	
Weighted Average						2.11	89.4	*n 78.6	*n 74.2	*n 55.1	*n 77.7

\*n: The aggregation method is "Weighted Average using all components"

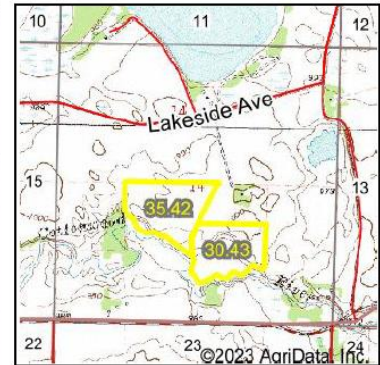
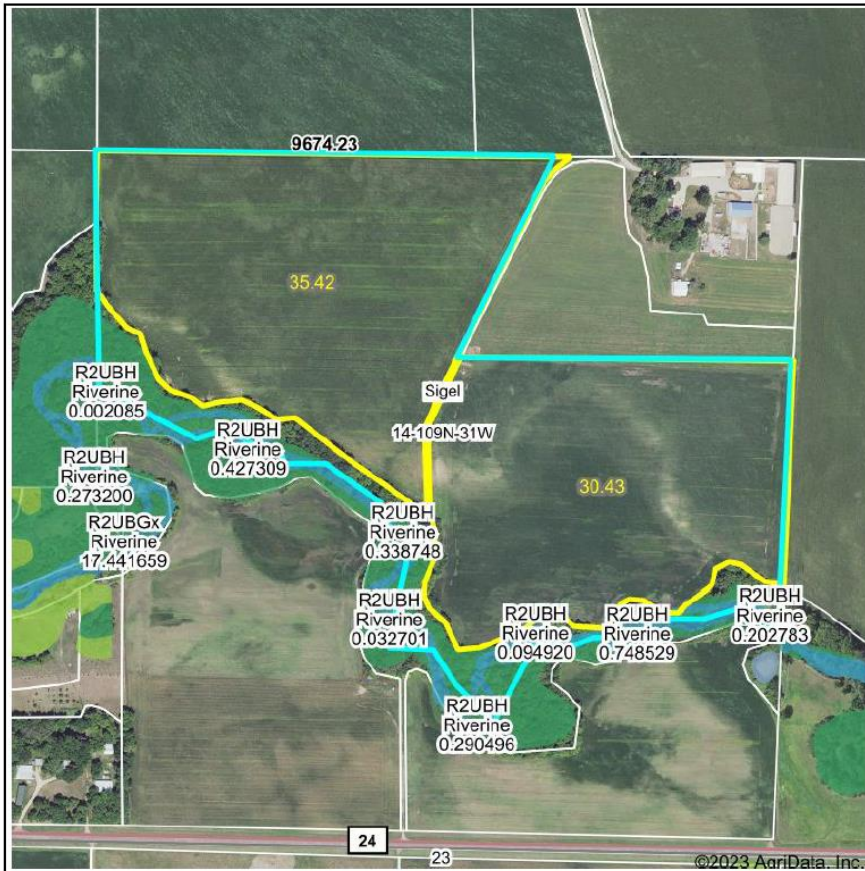
\*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

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**PARCEL 1 WETLANDS MAP**

**Wetlands Map**



State: **Minnesota**  
 Location: **14-109N-31W**  
 County: **Brown**  
 Township: **Sigel**  
 Date: **2/9/2023**

Maps Provided By  
  
 CUSTOMIZED ONLINE MAPPING  
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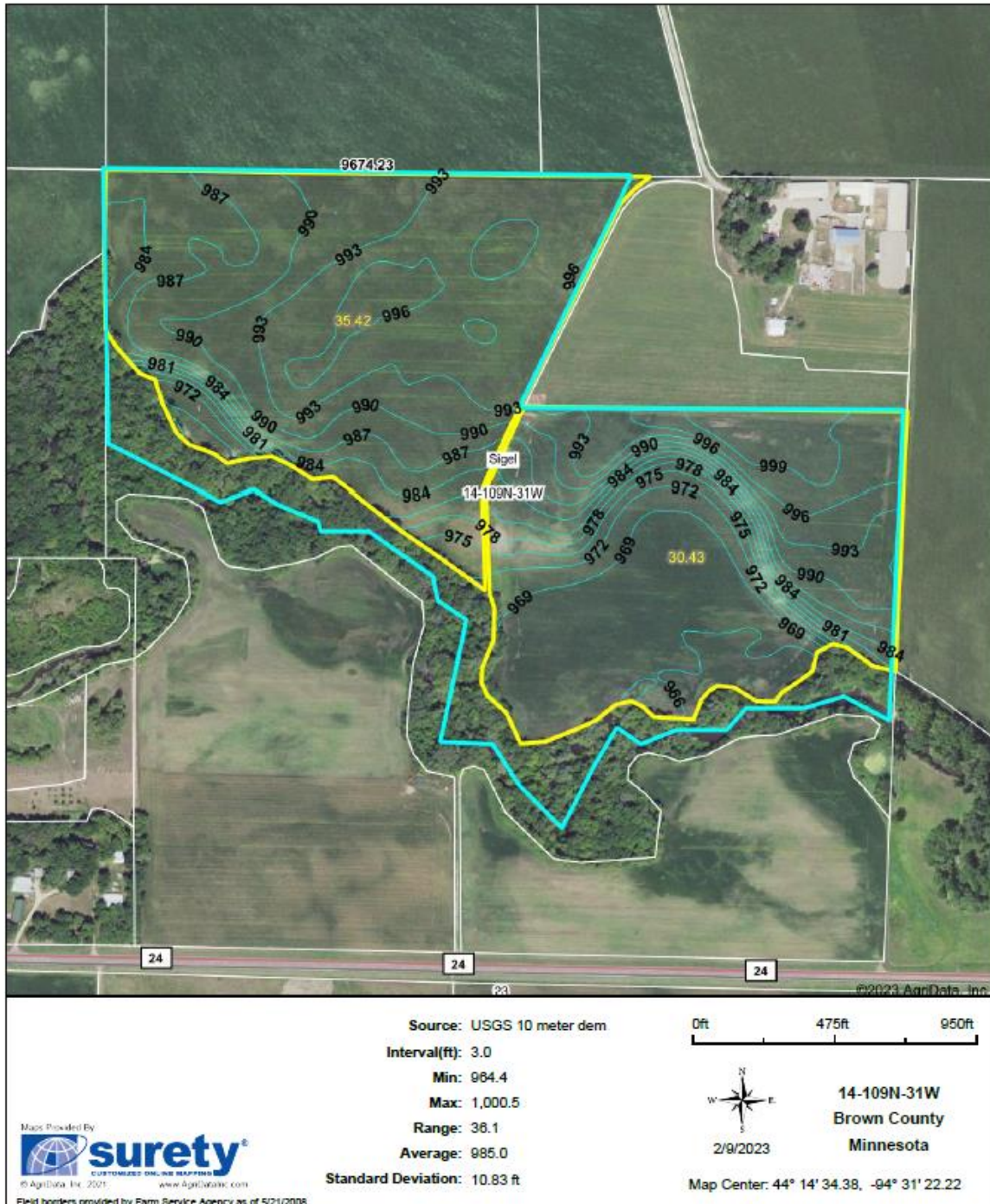
0ft 691ft 1381ft

(B1785092.2) **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**



**PARCEL 1 CONTOUR MAP**

**Topography Contours**



(B1785092.2) **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**



**PARCEL 1 TITLE COMMITMENT (check back for update)**

{B1785092.2} **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**

## **FACT SHEET – PARCEL TWO (2)**

**OWNER:** Rita Filzen Estate

**LOCATION:** Sigel Township, Brown County, Minnesota.

### **LEGAL DESCRIPTION:**

That part of the SW1/4 of SE1/4, NE1/4 of SW1/4, and SE1/4 of SW1/4 except the West 8 Rods of said SE1/4 of SW1/4, Section 14, Township 109, Range 31, Brown County, Minnesota, lying SOUTHERLY of the center of the main thread of the Little Cottonwood River as said River runs in a generally southeasterly direction from the west line of said NE1/4 of SW1/4 to the east line of said SW1/4 of SE1/4.

**FSA INFORMATION:** See page 4. The information below is derived from Agridata/FSA mapping:

Total Land: 59.70+/-  
Cropland: 49.03  
Wetlands 0.34  
Timber, etc.: 10.33+/-

Average Productivity Index: 52.2

**SOILS:** See Soil Mapping

**PROPERTY BOUNDARIES (Physical Landmarks):** See Maps

**DRAINAGE:** The buyer is to make his own determinations and is buying the farm “as is” without any seller representation. Seller states that to the best of Seller’s knowledge there is tile but is unaware of the location and does not have tile maps. If Parcel Three and Parcel Two are sold to separate purchasers, Parcel Two will be encumbered by an easement in favor of Parcel Three to run a tile line from Parcel Three through Parcel Two to the Little Cottonwood River.

**ACCESS:** Access is via County Road 24 along the southerly boundary of the Parcel.

**ZONING:** This property is subject to the zoning ordinances of Brown County. Building permits are administered and issued through the county zoning office.

**HEL AND WETLANDS:** There is no Highly Erodible Land mapped on this farm. There are Designated Wetlands or Farmable Wetlands as noted on the attached Highly Erodible Land and Wetland Determination and mapping.

{B1785092.2} **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**

**TAXES:** Property taxes that are due and payable in the 2023 tax year will be the responsibility of the buyer. Property taxes due and payable in the 2022 tax year have been paid by the seller (2022 taxes paid \$1,616.00; includes Parcel 1). If Parcel 1 and Parcel 2 are purchased by different purchasers, property taxes will need to be paid in full at Closing.

Assessor's Parcel ID: R230.014.003.11.100

2023 tax: To be determined.

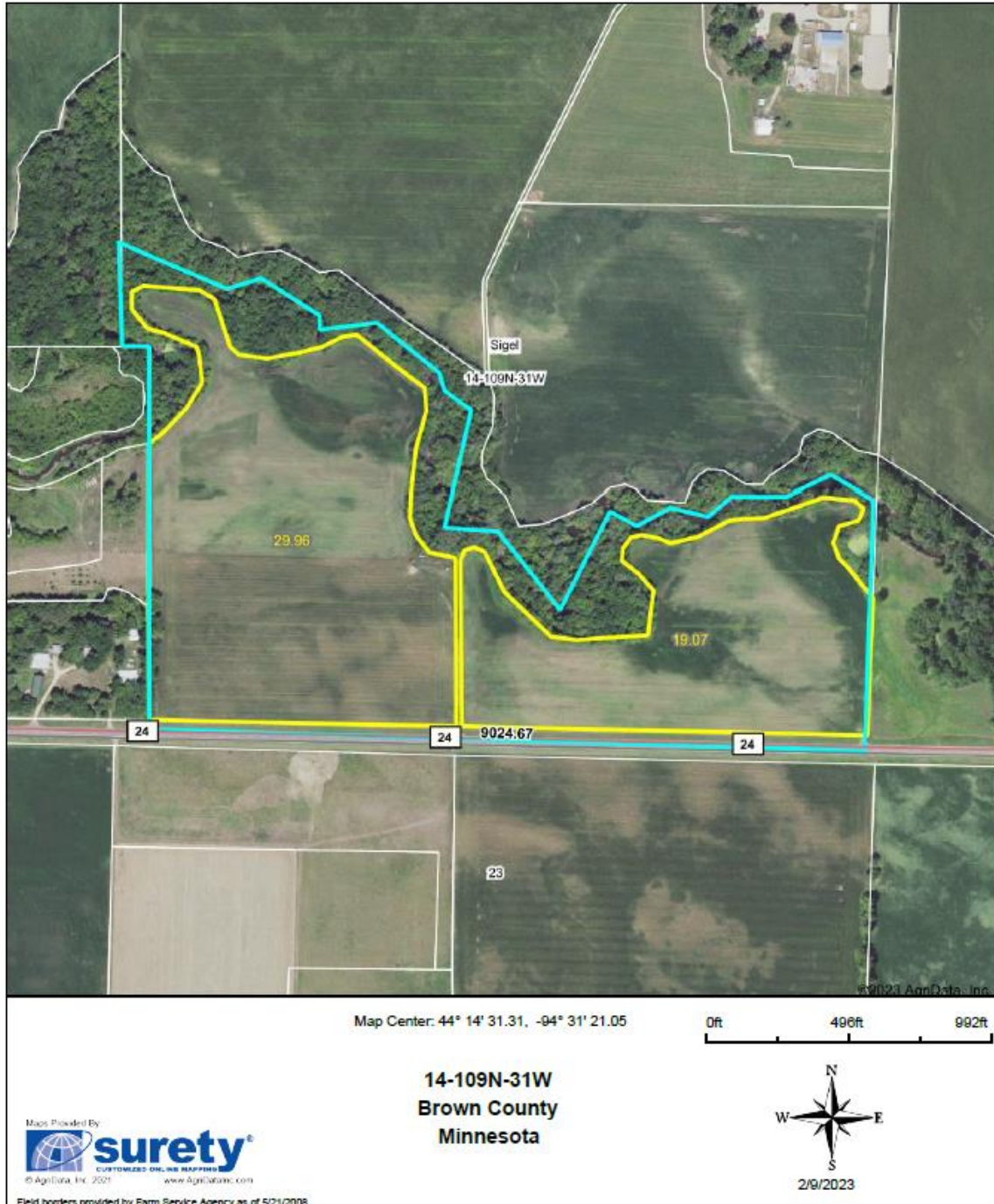
**FALL TILLAGE AND FERTILIZER:** Fall tillage has been completed. At the end of the 2022 crop year, the farm had no fall fertilizer applied to it for the 2023 crop year.

**POSSESSION:** Upon Closing. The farm is available for the 2023 crop year.

{B1785092.2} **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**

**PARCEL 2 FSA MAP (southern boundary approximate – actual centerline of river will be boundary):**

**Aerial Map**

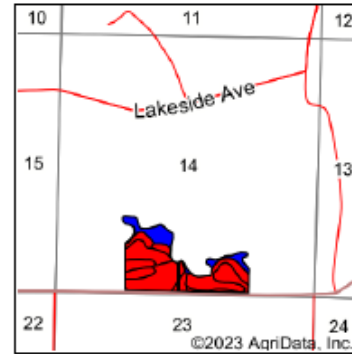
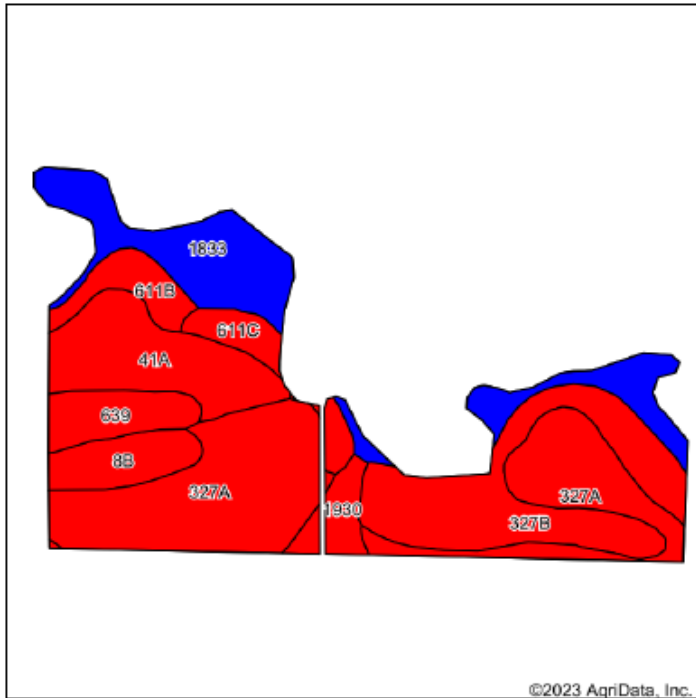


(B1785092.2) **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**



# PARCEL 2 SOILS MAP

## Soils Map



State: Minnesota  
 County: Brown  
 Location: 14-109N-31W  
 Township: Sigel  
 Acres: 49.03  
 Date: 2/9/2023



Soils data provided by USDA and NRCS.

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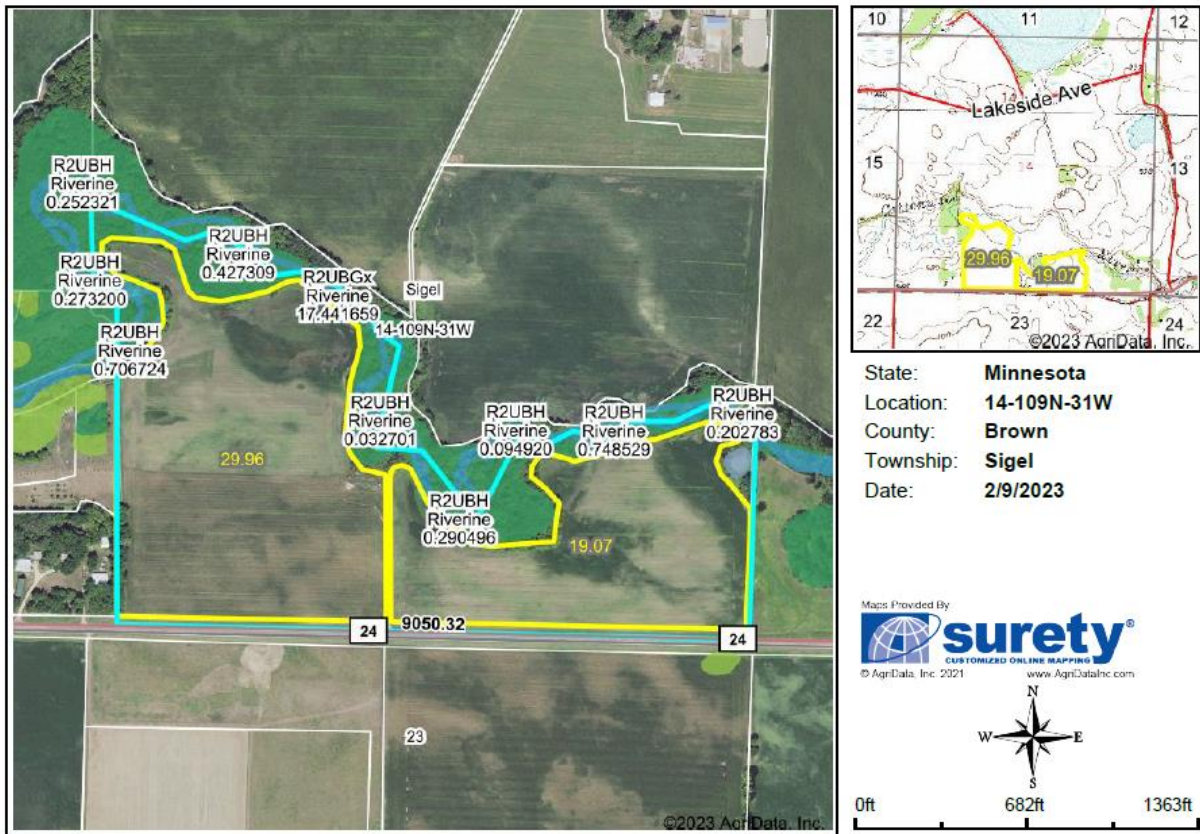
Area Symbol: MND15, Soil Area Version: 24													
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class °c	Irr Class °c	Productivity Index	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans		
327A	Dickman sandy loam, 0 to 2 percent slopes	14.91	30.4%		IIIc		49	53	53	42	36		
327B	Dickman sandy loam, 2 to 6 percent slopes	9.13	18.6%		IIIe		49	52	52	41	35		
1833	Coland clay loam, 0 to 2 percent slopes, occasionally flooded	8.62	17.6%		IIw		83	83	70	41	83		
41A	Estherville sandy loam, 0 to 2 percent slopes	6.09	12.4%		IIIc		44	46	46	33	30		
8B	Sparta loamy sand, 2 to 6 percent slopes	2.49	5.1%		IVs	IIe	39	50	50	35	26		
639	Ridgeport sandy loam	2.45	5.0%		IIIc		43	45	45	34	30		
611B	Hawick coarse sandy loam, 2 to 6 percent slopes	1.93	3.9%		IVs		34	32	32	27	19		
611C	Hawick gravelly sandy loam, 6 to 12 percent slopes	1.89	3.9%		IVs		32	34	34	31	21		
1930	Dickman sandy loam, moderately wet	1.52	3.1%		IIIc		47	67	67	43	39		
Weighted Average							2.95	*-	52.2	*n 55.5	*n 53.3	*n 38.8	*n 41.4

\*n: The aggregation method is "Weighted Average using all components"  
 \*c: Using Capabilities Class Dominant Condition Aggregation Method  
 \*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.  
 Soils data provided by USDA and NRCS.

(B1785092.2) The information herein is not warranted and subject to change without notice. We assume no liability for errors.

# PARCEL 2 WETLANDS MAP

## Wetlands Map



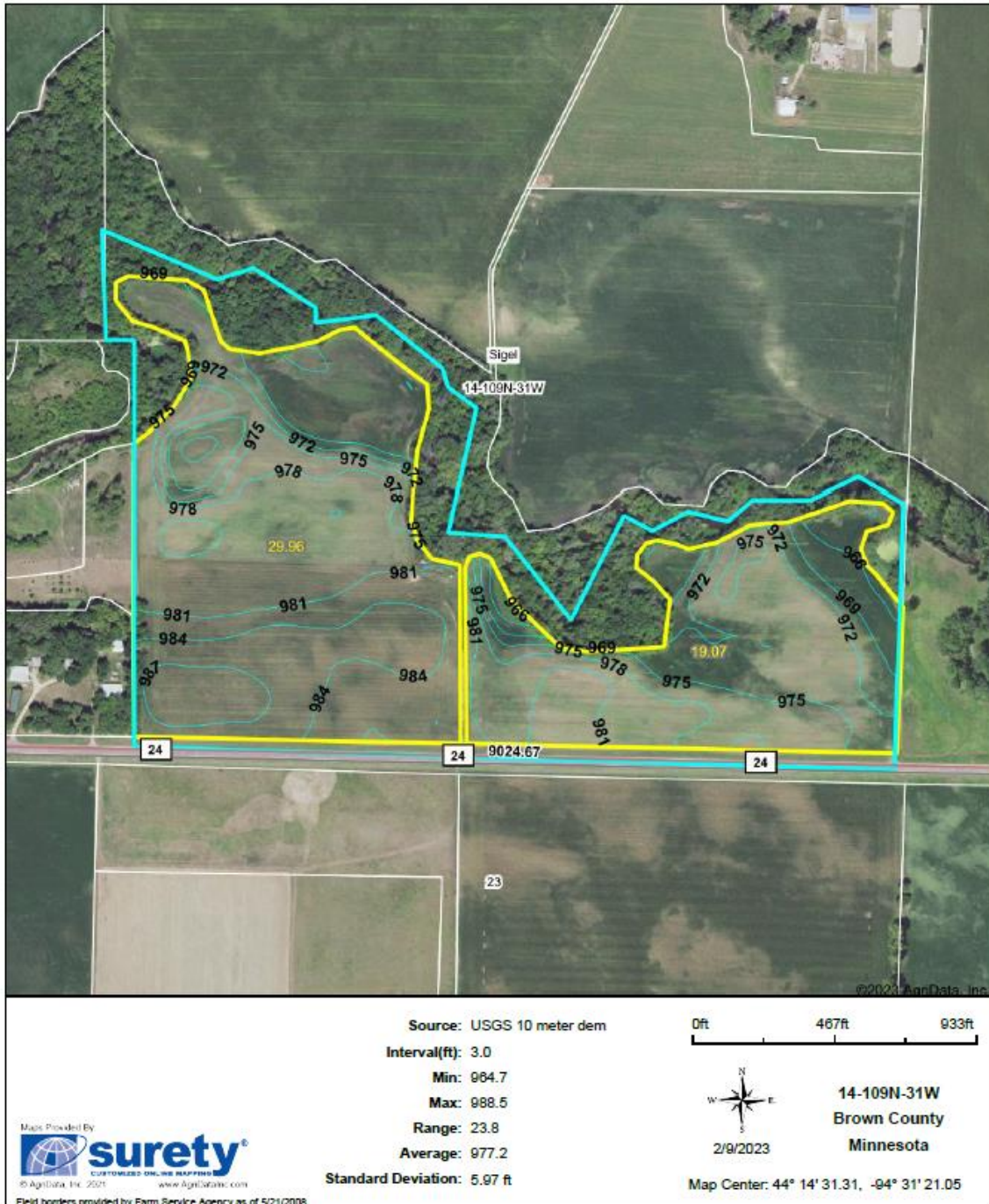
Classification Code	Type	Acres
PFO1A	Freshwater Forested/Shrub Wetland	0.24
R2UBH	Riverine	0.06
R2UBGx	Riverine	0.03
PFO1C	Freshwater Forested/Shrub Wetland	0.01
Total Acres		0.34

Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>

(B1785092.2) **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**

# PARCEL 2 CONTOUR MAP

## Topography Contours



(B1785092.2) The information herein is not warranted and subject to change without notice. We assume no liability for errors.

**PARCEL 2 TITLE COMMITMENT (check back for update)**

{B1785092.2} **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**



**FACT SHEET – PARCEL THREE (3)**

**OWNER:** Rita Filzen Estate

**LOCATION:** Sigel Township, Brown County, Minnesota.

**LEGAL DESCRIPTION:**

NW1/4 of NE1/4, and the East 8 rods by 80 rods of the NE1/4 of NW1/4 (also described as the East 8 rods of the NE1/4 of NW1/4), Section 23, Township 109, Range 31, Brown County, Minnesota.

**FSA INFORMATION:** See page 4. The information below is derived from Agridata/FSA mapping:

Farmland: 44.19  
Cropland: 41.02  
Wetlands: 3.17

Average Productivity Index: 64.2

**Soils:** See Soil Mapping

**ASSESSORS INFORMATION:**

Total Acres: 44.00  
Tillable: 39.57  
Road: 1.68  
Wetland: 2.75

Average CER: 56

**PROPERTY BOUNDARIES (Physical Landmarks):** See Maps

**DRAINAGE:** The buyer is to make his own determinations and is buying the farm “as is” without any seller representation. Seller states that to the best of Seller’s knowledge there is tile but is unaware of the location and does not have tile maps. Subject to any regulatory approval, outlet is available in the Little Cottonwood River via an easement over and across Parcel 2 which Seller will dedicate prior to closing.

**ACCESS:** Access is via County Road 24 along the northerly boundary of the Parcel.

[B1785092.2] **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**

**ZONING:** This property is subject to the zoning ordinances of Brown County. Building permits are administered and issued through the county zoning office.

**HEL AND WETLANDS:** There is no Highly Erodible Land mapped on this farm. There are Designated Wetlands or Farmable Wetlands as noted on the attached Highly Erodible Land and Wetland Determination and mapping.

**TAXES:** Property taxes that are due and payable in the 2023 tax year will be the responsibility of the buyer. Property taxes due and payable in the 2022 tax year have been paid by the seller (2022 taxes paid \$1,616.00; includes Parcel 2). If Parcel 1 and Parcel 2 are purchased by different purchasers, property taxes will need to be paid in full at Closing.

Assessor's Parcel ID: R230.023.001.02.020

2023 tax: To be determined.

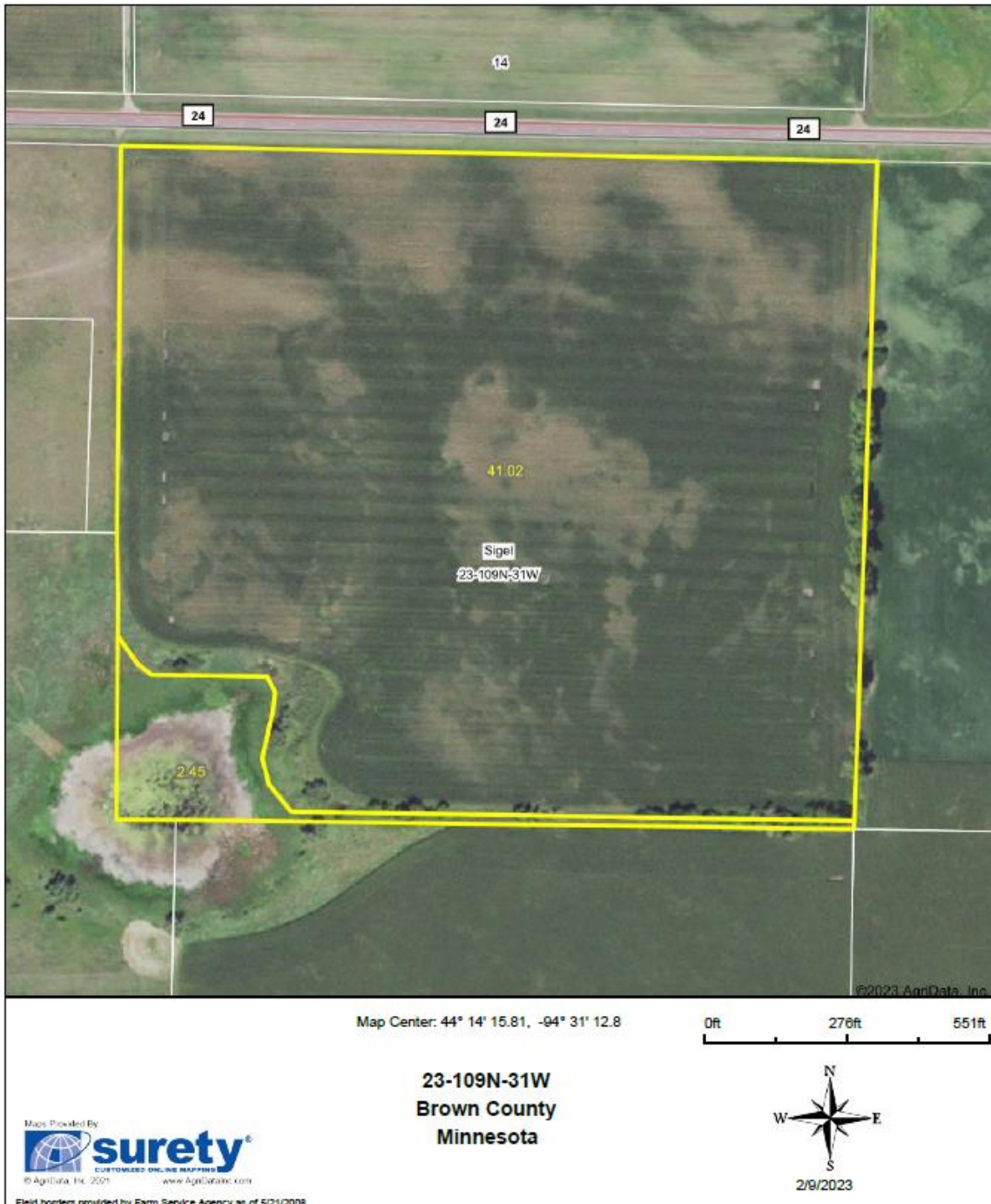
**FALL TILLAGE AND FERTILIZER:** Fall tillage has been completed. At the end of the 2022 crop year, the farm had no fall fertilizer applied to it for the 2023 crop year.

**POSSESSION:** Upon Closing. The farm is available for the 2023 crop year.

{B1785092.2} **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**

**PARCEL 3 FSA MAP:**

**Aerial Map**

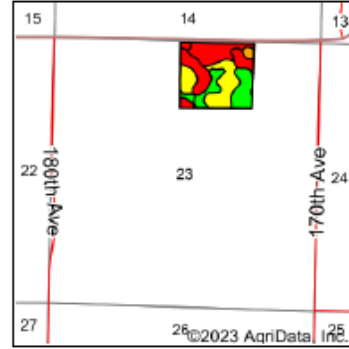
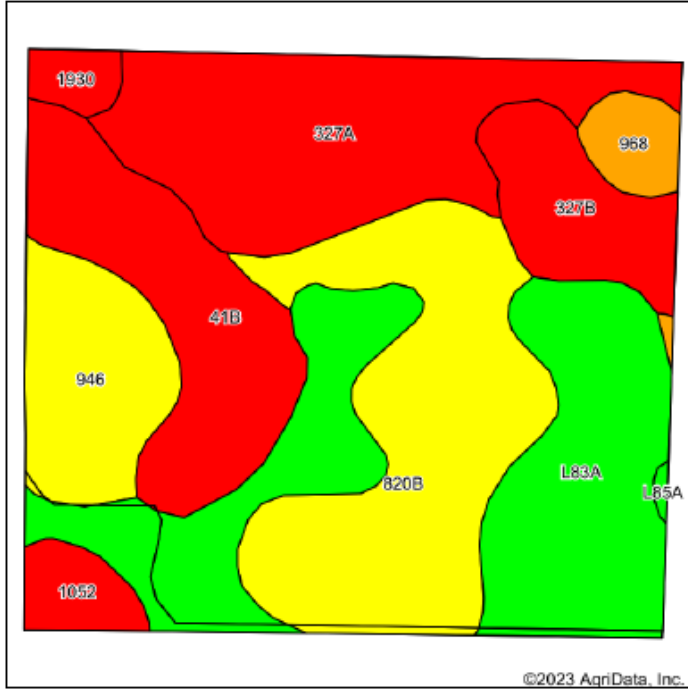


**PARCEL 3 SOILS MAP**

(B1785092.2) **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**

**PARCEL 3 SOILS MAP:**

**Soils Map**



State: **Minnesota**  
 County: **Brown**  
 Location: **23-109N-31W**  
 Township: **Sigel**  
 Acres: **43.47**  
 Date: **2/9/2023**



Area Symbol: MND15, Soil Area Version: 24											
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans	
L83A	Webster clay loam, 0 to 2 percent slopes	10.96	25.2%		IIw		93	82	78	60	82
820B	Dickman-Clarion complex, 2 to 6 percent slopes	9.29	21.4%		IIIe		66	61	61	44	48
327A	Dickman sandy loam, 0 to 2 percent slopes	8.20	18.9%		IIIs		49	53	53	42	36
41B	Estherville sandy loam, 2 to 6 percent slopes	5.74	13.2%		IIIs		44	49	49	39	36
946	Dickman-Nicollet complex	3.68	8.5%		IIIs		68	65	65	48	56
327B	Dickman sandy loam, 2 to 6 percent slopes	2.83	6.5%		IIIe		49	52	52	41	35
968	Hanska-Webster complex	1.04	2.4%		IIw		71	71	67	48	60
1052	Klossner, Okoboji and Glencoe soils, ponded, 0 to 1 percent slopes	1.03	2.4%		VIIIw		5	15	11	13	9
1930	Dickman sandy loam, moderately wet	0.62	1.4%		IIIs		47	67	67	43	39
L85A	Nicollet clay loam, 1 to 3 percent slopes	0.08	0.2%		Iw		99	81	81	64	81
<b>Weighted Average</b>											
						2.84	64.2	*n 62.2	*n 61	*n 46.5	*n 51.9

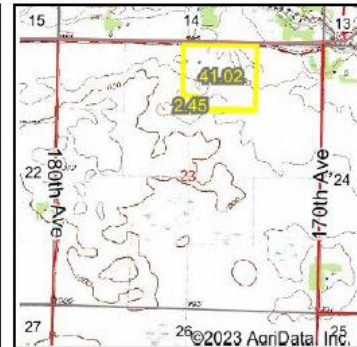
\*n: The aggregation method is "Weighted Average using all components"  
 \*c: Using Capabilities Class Dominant Condition Aggregation Method  
 Soils data provided by USDA and NRCS.

(B1785092.2) **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**



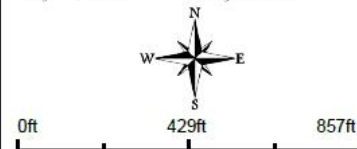
**PARCEL 3 WETLANDS MAP:**

**Wetlands Map**



State: **Minnesota**  
 Location: **23-109N-31W**  
 County: **Brown**  
 Township: **Sigel**  
 Date: **2/9/2023**

Maps Provided By  
  
 CUSTOMIZED ONLINE MAPPING  
 © AgriData, Inc. 2021 www.AgriDataInc.com



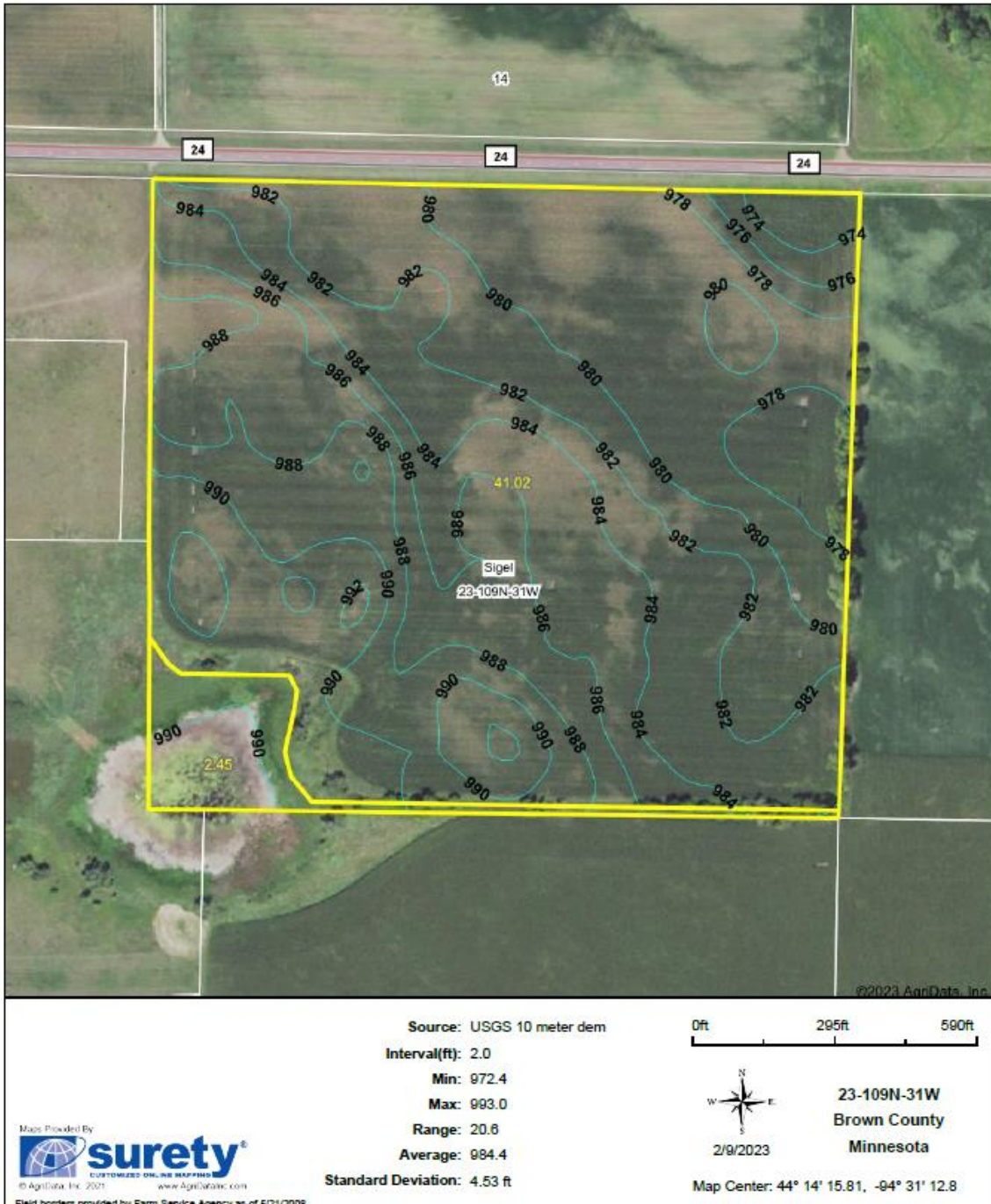
Classification Code	Type	Acres
PEM1A	Freshwater Emergent Wetland	1.08
PUBH	Freshwater Pond	1.07
PEM1C	Freshwater Emergent Wetland	0.78
PEM1Af	Freshwater Emergent Wetland	0.24
Total Acres		3.17

Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>

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# PARCEL 3 CONTOUR MAP

## Topography Contours



(B1785092.2) The information herein is not warranted and subject to change without notice. We assume no liability for errors.

**PARCEL 3 TITLE COMMITMENT (check back for update)**

{B1785092.2} **The information herein is not warranted and subject to change without notice. We assume no liability for errors.**

**PARCEL 3 PROPOSED TILE EASEMENT (If Parcel 2 and 3 have a different purchaser):**

(Space above this line for Recording Data)

**TILE EASEMENT DECLARATION AND AGREEMENT**

THIS TILE EASEMENT DECLARATION (“Tile Easement”) is made as of the Effective Date as defined below, by Carrie Meredith, as personal representative of the Estate of Rita Filzen, deceased, single at time of death (hereinafter referred to as “Declarant”).

**RECITALS**

- A. Declarant is the owner of property located in the County of Brown, State of Minnesota, legally described as follows, to wit:

**That part of the SW1/4 of SE1/4, NE1/4 of SW1/4, and SE1/4 of SW1/4 except the West 8 Rods of said SE1/4 of SW1/4, Section 14, Township 109, Range 31, Brown County, Minnesota, lying SOUTHERLY of the center of the main thread of the Little Cottonwood River as said River runs in a generally southeasterly direction from the west line of said NE1/4 of SW1/4 to the east line of said SW1/4 of SE1/4 (hereinafter “Parcel 1”); and**

**NW1/4 of NE1/4, and the East 8 rods by 80 rods of the NE1/4 of NW1/4 (also described as the East 8 rods of the NE1/4 of NW1/4), Section 23, Township 109, Range 31, Brown County, Minnesota (hereinafter “Parcel 2”).**

- B. Declarant has offered Parcel 1 and Parcel 2 for sale, and Parcel 1 and Parcel 2 have been purchased by separate purchasers.
- C. There may presently be a tile system originating on Parcel 2 and crossing over, under and/or across Parcel 1 and outletting into the Little Cottonwood River; or, the purchaser of Parcel 2 may find it desirable to construct a tile system with a main line running over, under and/or

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across Parcel 1 to outlet into the Little Cottonwood River (the “Tile System”).

- D. Declarant desires to set forth an agreement, declaration and understanding to govern the maintenance, repair, replacement and removal of the Tile System with respect to Parcel 1 and Parcel 2 from and after the Effective Date as set forth herein.
- E. Declarant intends that notwithstanding the present common ownership of Parcel 1 and Parcel 2, that this Tile Easement not merge and that it will survive and be operational and effective upon and after the Effective Date as set forth herein.

NOW, THEREFORE, Declarant hereby declares as follows:

### **DECLARATION OF EASEMENT**

1. EASEMENT. Declarant hereby declares a perpetual and nonexclusive easement over, under and/or across Parcel 1 for the benefit of Parcel 2, for the construction, maintenance, repair, replacement and removal of a Tile System, whether presently existing or to be later constructed, subject to the following terms and conditions.
2. ACCESS. This Tile Easement carries with it a right of periodic ingress and egress over and across so much of the surface of Parcel 1 as is reasonably necessary for the purposes of ingress, egress, and access for the construction, maintenance, repair, replacement and removal of a Tile System. This right of entry shall be subject to the following terms and conditions:
  - a. Notice. Except in emergency situations, the owner of Parcel 2 (“Parcel 2 Owner”) shall give the owner of Parcel 1 at least 48 hours advanced notice prior to entry onto Parcel 1 for purposes of inspection, and at least two weeks advanced notice prior to performing any construction, maintenance, repair or replacement of that part of the Tile System located on Parcel 1.
  - b. Permitting. Parcel 2 Owner may not undertake any construction, maintenance, repair, replacement or removal unless and until said owner has obtained all necessary permits and approvals from the authorities or agencies with jurisdiction, if any, necessary to undertake the activities said owner intends to conduct on Parcel 1.
  - c. Condition of Property. Immediately following the construction, maintenance, repair, replacement or removal of the Tile System, the Parcel 2 Owner will cause to be removed from Parcel 1 all debris, surplus materials, including spoils, and construction, repair, and maintenance equipment, and will return Parcel 1 to its original condition, and repair any tile damage to Parcel 1 drain tile.
  - d. Damage to Crop or Vegetation. To perform the construction, maintenance, repair

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or replacement of the Tile System, Parcel 2 Owner shall enter Parcel 1 in such a way as to not unreasonably damage any crop or vegetation, and only after giving the owner of Parcel 1 48 hours advance notice. In the event that emergency entry is required during the cropping season, Parcel 2 Owner shall pay to the owner of Parcel 1, or any farm tenant thereof, crop loss damages. If Parcel 1 has been restored to native vegetation, Parcel 2 Owner shall, at Parcel 2 Owner's expense, plant or cause to be planted such vegetative seed mixes as directed by the owner of Parcel 1 and shall be responsible for any reseeding and/or weed control necessary to return the affected property to the condition as it existed before the entry.

- e. Extent of Agreement: It is intended by this Agreement that the owner of Parcel 2 shall have the right to maintain, repair, replace and, at Parcel 2 Owner's discretion, remove any existing drain tile lines originating on Parcel 2 and crossing over, under and/or across Parcel 1. If there is presently existing one or more tile lines originating on Parcel 2 and running over, under and/or across Parcel 1, the Parcel 2 Owner shall not have the right to increase the number of lines running over, under and/or across Parcel 1. If there are not presently any tile lines running over, under and/or across Parcel 1 originating on Parcel 2, Parcel 2 Owner shall have the right to construct a single subsurface tile main originating on Parcel 2 and crossing over, under and/or across Parcel 1 and outletting the same into the Little Cottonwood River and shall implement best practices to minimize and prevent erosion at the outlet to the Little Cottonwood River. Declarant does not warrant that Parcel 1 or the Little Cottonwood River will provide a suitable outlet for drainage from Parcel 2.
3. SYSTEM COSTS. All costs, expenses and fees of any kind or nature whatsoever associated with the maintenance, repair or replacement of the Tile System shall be borne by the owner of the Parcel 2 Owner Property. The owner of Parcel 1 shall bear no costs, expenses or fees of any kind or nature and shall have no obligation to Declarant or successor owners of the Parcel 2 Owner Property.
4. REPLACEMENT. The owner of Parcel 1 shall have the right exercisable at any time, but not the obligation, to replace the Tile System crossing under Parcel 1 with perforated or non-perforated drain tile of equal diameter or drainage capacity.
5. EXPANSION. No additional property other than Parcel 2 shall be permitted to connect to or drain through the Tile System.
6. HOLD HARMLESS. The owner of the Parcel 2 Owner Property shall indemnify, defend and hold the owner of Parcel 1 harmless from and against any and all liability, loss, damage, claim or act based upon or arising out of damage to persons (including, but not limited to, death) or property caused by or sustained in connection with the negligent or willful acts of the owner of the Parcel 2 Owner Property arising out of said owner's use of Parcel 1 or the Tile System.

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THIS INSTRUMENT WAS PREPARED BY:

Jeremy M. Berg for  
Blethen Berens  
219 North Broadway, Suite C  
PO Box 428  
New Ulm, MN 56073  
507.233.3900

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## NOTICE

All information contained in this brochure has been gained from sources considered to be reliable. However, purchasers are invited to inspect property and make their own investigations with respect thereto. All sales are presumed to be made pertinent to the individual judgment of the purchaser. The property is being sold "AS IS".

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**SPECIMEN PURCHASE AGREEMENT:**

**PURCHASE AGREEMENT**

1. **PARTIES.** This Purchase Agreement (this “**Agreement**”) is made as of March \_\_\_\_\_, 2023 (the “**Effective Date of this Agreement**”) by and between Carrie Meredith as Personal Representative of the Estate of Ritz Filzen, deceased, single at time of death (referred to as the “**Seller**”), and \_\_\_\_\_ (referred to as the “**Buyer**”).
  
2. **OFFER/ACCEPTANCE.** Buyer offers to purchase and Seller agrees to sell the real property together with all improvements thereon, legally described as:  
  
(Legal to be inserted)  
  
(the “**Real Property**”).
  
3. **PRICE AND TERMS.** The price for the purchase of Real Property is \_\_\_\_\_ and no/100 dollars (\$\_\_\_\_\_) (the “**Purchase Price**”) due and payable as follows:
  - A. Earnest money of \_\_\_\_\_ and no/100 dollars (\$\_\_\_\_\_) due and payable on the date hereof; and
  - B. The balance on the Date of Closing in immediately collectable funds.
  
4. **CLOSING DATE.** The “**Closing**” and “**Date of Closing**” shall be on or before April \_\_\_\_\_, 2023 at the offices of Blethen Berens, 219 North Broadway Street, Suite C, New Ulm, Minnesota 56073, unless another location is agreed to prior to Closing.
  
5. **DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller shall execute and deliver to Buyer a Personal Representative’s Deed conveying marketable or insurable title to the Real Property, subject only to:
  - A. Building and zoning laws, ordinances, state and federal regulations;
  - B. Restrictions relating to use or improvement of the Real Property without effective forfeiture provisions that do not contradict existing use of the property;
  - C. Reservation of any mineral rights by the State of Minnesota, if any;
  - D. Utility, access and drainage easements which do not interfere with existing improvements;

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- E. Sigel Township Resolution establishing township roads dated April 17, 198\_, and recorded July 16, 1985 as document 23674.
- F. Right of way of Brown County State Aid Highway 24 (Parcels 2 & 3).
- G. If Parcel 2 and Parcel 3 are purchased by separate buyers, a drainage agreement permitting the construction, maintenance, repair, replacement and removal of a drainage system benefitting Parcel 3 and burdening Parcel 2.

The foregoing shall collectively be referred to as “Permitted Encumbrances.”

**6. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.**

- A. Seller shall pay the real estate taxes and special assessments due and payable in 2022 and all prior years. Buyer shall assume and pay real estate taxes and special assessments due and payable in 2023 and thereafter. If there is a tax parcel split, Buyer shall pay the entire amount of property tax due and payable apportioned to Buyer’s purchased property at Closing.
- B. Any deferred real estate taxes or special assessments payment of which is required as a result of the Closing of this sale shall be paid by Seller.

**7. DISCLOSURE OF NOTICES.** Seller has not received notice from any governmental authority as to violation of any law, ordinance or regulation affecting the Real Property.

**8. POSSESSION.** Seller shall deliver possession of the Real Property immediate after Closing.

**9. EXAMINATION OF TITLE.** Within a reasonable time period after acceptance of this Purchase Agreement, Seller shall provide to Buyer or Buyer’s designated title service provider a commitment for an owner’s policy of title insurance written by Blethen Berens and certified to a current date and including searches related judgments, federal and state tax liens and bankruptcies affecting record owners and searches with respect to real estate taxes both current and delinquent. Buyer shall have 10 days from the receipt of the title commitment to obtain title services as determined necessary by Buyer and/or Buyer’s lender, and to state any objections as to any title defects disclosed by such examination, except that no objection may be made with regard to matters disclosed at paragraph numbered 5 hereof. If no objections are made within said 10-day period, then any matters disclosed by Buyer’s examination shall be considered a Permitted Encumbrance which Buyer shall take subject to and the parties shall proceed to Closing.

If Buyer makes objection to any matter not being purchased subject to within said 10 day period, Seller shall use Seller’s best efforts to provide marketable or insurable title by the date of closing. In the event Seller has not provided marketable or insurable title by the date of closing, Seller shall have an additional 120 days to make title marketable or insurable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 120-

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day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If any party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

10. **NOTICES.** All notices required herein shall be in writing and delivered personally or mailed to the last known address of the party to receive notice.
11. **MINNESOTA LAW.** This Agreement shall be governed by the laws of the State of Minnesota.
12. **WELL DISCLOSURE.** Seller warrants that to the best of Seller's knowledge there are no wells located on the Real Property.
13. **SEWAGE TREATMENT SYSTEM DISCLOSURE.** Seller warrants that to the best of Seller's knowledge there are no individual sewage treatment or septic systems on the Real Property.
14. **METHAMPHETAMINE DISCLOSURE.** Seller warrants that to the best of Seller's knowledge that no methamphetamine production has occurred on the Property to its knowledge.
15. **CLOSING COSTS.** The following costs and expenses shall be paid as follows in connection with the Closing:
  - i. Seller shall pay:
    - (a) The cost of recording any document necessary to make Title insurable or marketable.
    - (b) Seller's deed tax.
    - (c) Seller's document preparation costs.
    - (d) One half of the conveyance closing fee to the settlement agent.
    - (e) Any sum necessary to obtain a release from any mortgage or monetary lien not assessed with property taxes.
    - (f) The cost of issuing the title commitment.
  - ii. Buyer shall pay the following costs in connection with the Closing:

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- (a) One half of the conveyance closing fee payable to the settlement agent.
  - (b) The cost for any title examination, opinion or title insurance premium.
  - (c) Recording fee for the Warranty Deed.
  - (d) The cost of obtaining any Buyer financing.
  - (e) The cost to record Buyer's mortgage or mortgages.
16. **STORAGE TANKS.** Seller certifies that to the best of Seller's knowledge no above ground or underground storage tanks are, or to Seller's knowledge, were located on the Real Property.
17. **DEFAULT.** If this transaction is not consummated by reason of default by Seller or Buyer, then upon written notice from the non-defaulting party to the defaulting party of such default(s) and the failure of the defaulting party to cure said default(s) within five (5) business days after receipt of such notice, then this Agreement shall be deemed terminated, and if Seller only is in default, earnest money shall be returned.
18. **CONDEMNATION.** The risk of loss from condemnation or a threat thereof shall remain on Seller until Closing. If prior to Closing any portion of the Real Property is condemned under the power of eminent domain, is the subject of threatened condemnation, or is conveyed to a condemning authority in lieu of condemnation, Seller shall notify Buyer in writing of the threat, condemnation or conveyance within three (3) days of its occurrence. Buyer shall, within ten (10) days of the notice, have the option of (a) proceeding with the Closing and receiving the award of condemnation payment (or an assignment thereof, if the same is not received at Closing); or, (b) canceling this Agreement.
19. **MISCELLANEOUS.**
- A. This Agreement contains the entire agreement between the parties, and neither party has relied upon any verbal or written representations, agreement or understanding not set forth herein, whether made by any agent or party hereto. This Agreement supersedes and replaces any other agreement entered into by the parties.
  - B. The invalidity or unenforceability of any provision of this Agreement in any particular respect shall not affect the validity and enforceability of any other provision of this Agreement or of the same provision in any other respect.
  - C. This Agreement shall not be binding or effective until properly executed and delivered by Seller and Buyer.
  - D. Time is of the essence with respect to the performance of each provision of this Agreement.

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E. Seller makes no warranty as to the location of any boundaries, gaps, encroachments or location by practical location or adverse possession.

F. Seller makes no representations or warranties as to the condition or state of repair of the Real Property and Personal Property contained therein. As a material part of the consideration to be received by Seller under this Agreement as negotiated and agreed to by Buyer and Seller, Buyer acknowledges and agrees to accept the Real Property and Personal Property in an "AS IS" condition at the time of closing, including without limitation, any hidden defects or environmental conditions affecting the Real Property and Personal Property, whether known or unknown, whether such defects or conditions were discoverable through inspection or not. Buyer acknowledges that Seller, its agents and representatives have not made and Seller specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written.

20. **BROKERS.** Seller and Buyer agree that neither has retained any real estate brokers or agents in connection with this transaction.

21. **COUNTERPARTS AND FACSIMILE SIGNATURES.** This Agreement may be executed in counterparts and facsimile signatures, all of which when taken together shall constitute one and the same original Agreement.

.....

We agree to sell the property for the price and terms and conditions set forth above.

I agree to purchase the property for the price and terms and conditions set forth above.

**SELLER:**

**BUYER:**

\_\_\_\_\_  
Carrie Meredith, Personal Representative

\_\_\_\_\_  
(Print Name)\_\_\_\_\_

\_\_\_\_\_  
(Print Name)\_\_\_\_\_

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