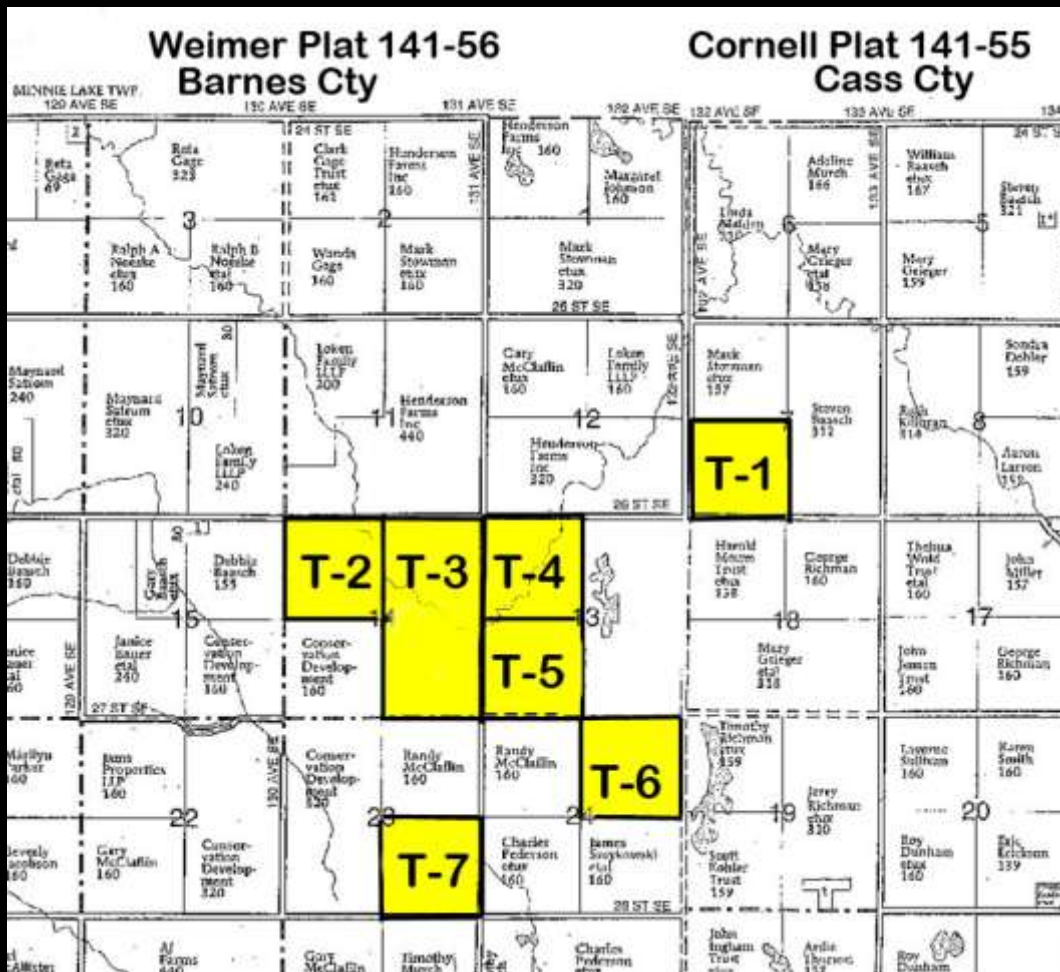


MULTI-TRACT FARMLAND AUCTION BUYER'S PROSPECTUS

BARNES & CASS COUNTIES ND

Monday, November 19, 2012 1:00 PM

Auction Location: Steffes Auctioneers Arena, 2000 Main Avenue East, West Fargo, ND



1,280+/-
Acres
In
Barnes
& Cass
Counties

RUNYON/SCOTT FAMILY LAND



STEFFES AUCTIONEERS REAL ESTATE MARKETING

2000 Main Avenue East, West Fargo, ND 58078-2210

(800) 726-8609 (701) 237-9173

Scott Steffes ND81—Brad Olstad ND319—Bob Steffes ND80

www.steffesauctioneers.com

TERMS & CONDITIONS

The Terms and Conditions of Sale are set forth upon this page in this Buyer's Prospectus and the Earnest Money Receipt and Purchase Agreement. The information set forth is believed to be accurate. However, the owner of the properties and Steffes Auctioneers make no warranties or guaranties expressed or implied. Information contained in this document was collected from sources deemed to be reliable and is true and correct to the best of the writer's knowledge. Auctioneers and owners will not be held responsible for advertising discrepancies or inaccuracies.

All ANNOUNCEMENTS ON AUCTION DAY TAKE PRECEDENCE OVER PREVIOUSLY ADVERTISED INFORMATION.

Prospective buyers are advised to consult with an attorney of their choice with respect to the purchase of any real property including but not limited to, seeking legal advice from their own attorney regarding disclosures and disclaimers set forth below.

- ◆ All bidders must register their name, address, and telephone number in order to receive a bidding number.
- ◆ Auction staff will be at the sale site approximately one hour prior to sale time. The successful bidder will be required to sign an Earnest Money Receipt and Purchase Agreement at the close of the real estate auction. A total deposit of 10% of the purchase price will be required. Those funds will be placed in the Steffes Auctioneers Auction Trust Account as good faith money until closing.
- ◆ Purchasers who are unable to close because of insufficient funds will be in default and the deposit money will be forfeited.
- ◆ Balance of the purchase price must be paid in full with cashier's check at closing on **Friday, December 21, 2012**
- ◆ Seller will provide up-to date abstracts at their expense and will convey property by **Marketable Deed**.
- ◆ **2012 Real Estate taxes to be paid by Seller.** Subsequent taxes and or special assessments, if any, to be paid by buyer. Real Estate Taxes are subject to reassessment under new owner.
- ◆ Closing Agent Fee will be shared equally between Buyer and Seller.
- ◆ All bidding will be on a per tract basis. We will not have "per acre" bidding.
- ◆ All tracts will be offered on an individual basis. At the conclusion of the first round of bidding a recess will be taken. Bidding will then be reopened (at the last bid received) and all tracts will be offered again. The bidding will continue at the auctioneer's discretion. Our goal is to realize the highest return to the seller, and to satisfy all interested parties by allowing bidders who are interested in one tract to have the same opportunity as multi-tract buyers.

- ◆ Please note the bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid.
- ◆ The auction sale is for registered bidders and their guests. All bidding is open to the public and the property is offered for sale to qualified purchasers without regard to sex, race, color, religion, natural origin, or handicap.

◆ **THE PROPERTY WILL BE SOLD AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED.**

◆ **THE PROPERTY WILL BE SOLD SUBJECT TO OWNER CONFIRMATION.**

PROPERTY SOLD WITHOUT WARRANTY

All dimensions and descriptions are approximations only based upon the best information available and are subject to possible variation. Sketches may not be drawn to scale and photographs may not depict the current condition of the property. Bidders should inspect the property and review all the pertinent documents and information available, as each bidder is responsible for evaluation of the property and shall not rely upon the Seller, Broker or Auctioneer, their Employees or Agents. The property will be sold **AS IS** and without any warranties or representations, express or implied.

SUCCESSFUL BIDDER

The successful bidder of the property shall be determined by competitive bidding. Should any dispute arise between bidders, the auctioneer shall have the right to make the final decision to either determine the successful bidder or to re-offer the property that is in dispute. The auction will be recorded and the auctioneer's records shall be conclusive in all respects.

CLOSING

The successful bidder will be required, at the close of the auction, to complete the *Earnest Money Receipt and Purchase Agreement*. A sample contract is included in this Prospectus.

Balance of the purchase price is due in cash at closing on **Friday, December 21, 2012**. Closing will take place at a professional closing company mutually agreeable to both Buyer & Seller.

SELLER'S PERFORMANCE

The Seller has agreed to the terms of the sale as published. However, the Broker and Auctioneer make no warranties or guaranties as to the Seller's performance.

AGENCY DISCLOSURE

Steffes Auctioneers Inc. is representing the Seller and will be paid by the seller.

POSSESSION

Possession will be at closing unless otherwise agreed to in writing and agreeable by buyer and seller.

MINERAL RIGHTS

The Seller will retain 50% of the mineral rights, if any. However, the Seller does not warrant the amount or adequacy of the mineral rights.

ENVIRONMENTAL DISCLAIMER

The Seller, Broker and Auctioneers do not warrant with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste prohibited by federal, state or local law. Buyer is responsible for inspection of the property prior to purchase for conditions including but not limited to water quality, and environmental conditions that may affect the usability or value of the property. No warranties are made as to the existence or nonexistence of water wells on the property, or the condition of any wells.

EASEMENTS AND SURVEY

The property to be sold is subject to any restrictive covenants or easements of record and any results that an accurate survey may show.

BIDDING PROCEDURE

As a buyer you have two objectives to accomplish:

1. Purchasing the property.
2. Purchasing the property at a price you can afford.

How is this accomplished?

1. Estimate comparative value.
2. Experienced buyers always decide what to pay before the bidding begins.
3. Inspect the property carefully.
4. Compare with other properties available in the area.
5. Check the selling price of previously sold properties.
6. Discuss your buying plans with a lender. Have your financing arrangements made in advance.
7. **This sale is not subject to financing.**

AVOID OVER OR UNDER BIDDING

- ◆ Always bid on a property toward a price.
- ◆ Establish that price before the bidding begins. By doing this you will avoid getting caught up in the auction excitement and pay a price that is too high for the market or one that you cannot afford. It will also make you confident to bid to **your** established fair market value. Many bidders who do not plan ahead end up with regrets after the auction because they were too nervous or uncertain about their judgment to bid.

THE BIDDING STRATEGY

- ◆ Research and know the value of the property.
- ◆ Have your financing arranged before the auction.
- ◆ Establish your highest and best bid **before** the bidding begins.
- ◆ Make your bids promptly to force other bidders up or out without delay.

SAMPLE MULTI-TRACT BIDDING GRID

Please note the bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid.

The numbers on the sample grid do not reflect any expected value on the tracts we are selling.

All tracts will be offered on an individual basis. At the conclusion of the first round of bidding a recess will be taken. Bidding will then be reopened (at the last bid received) and all tracts will again be offered. The bidding will continue at the auctioneer's discretion. Our goal is to realize the highest return to the seller, and to satisfy all interested parties by allowing bidders who are interested in one tract to have the same opportunity as multi-tract buyers.

All bidding will be on a per tract basis.

We will not have "per acre" bidding.

The bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid.

PLEASE NOTE THIS IS A SAMPLE MULTI-TRACT BIDDING GRID AND DOES NOT REPRESENT THIS AUCTION SALE!

TRACT NUMBER	ROUND 1 BID	BIDDER NUMBER	ROUND 2 BID	BIDDER NUMBER	ROUND 3 BID	BIDDER NUMBER	
1	\$570,000	8	\$570,000	8	\$570,000	8	SOLD
2	\$540,000	7	\$540,000	7	\$580,000	7	SOLD
3	\$360,000	8	\$375,500	13	\$375,000	13	SOLD
4	\$480,000	11	\$500,000	8	\$550,000	8	SOLD
5	\$475,000	3	\$480,000	4	\$495,000	3	SOLD

PLAT MAP & TRACT LISTING

CASS COUNTY, CORNELL TOWNSHIP

Tract 1: SW1/4 7-141-55, 152.2 FSA acres, includes 14.7 CRP acres, Contract #1591
Expires 9-30-2016, see page 8

BARNES COUNTY, WEIMER TOWNSHIP

Tract 2: NW1/4 14-141-56, 130.8 FSA acres

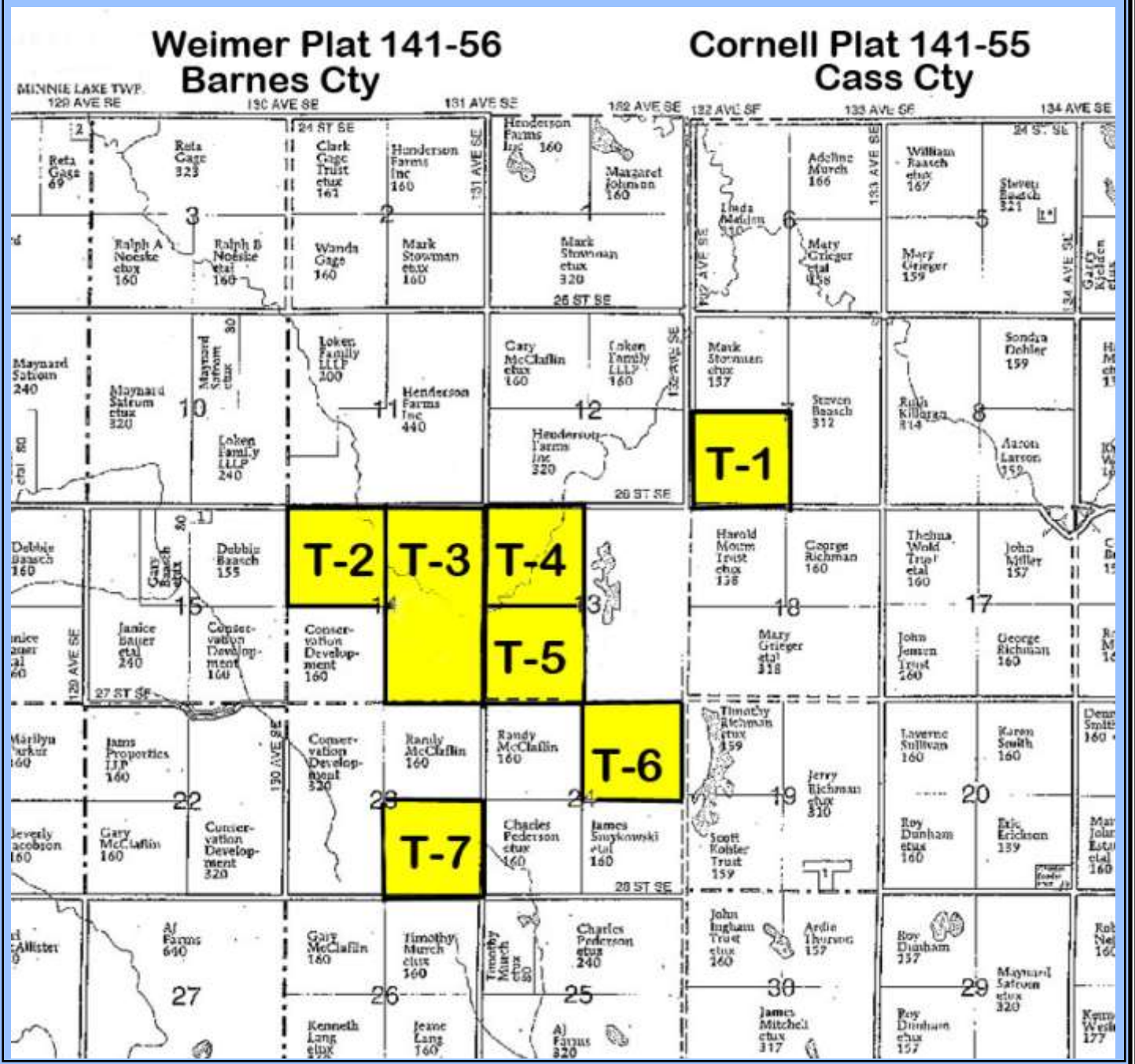
Tract 3: E1/2 14-141-56, 295.3 FSA acres

Tract 4: NW1/4 13-141-56, 145.2 FSA acres

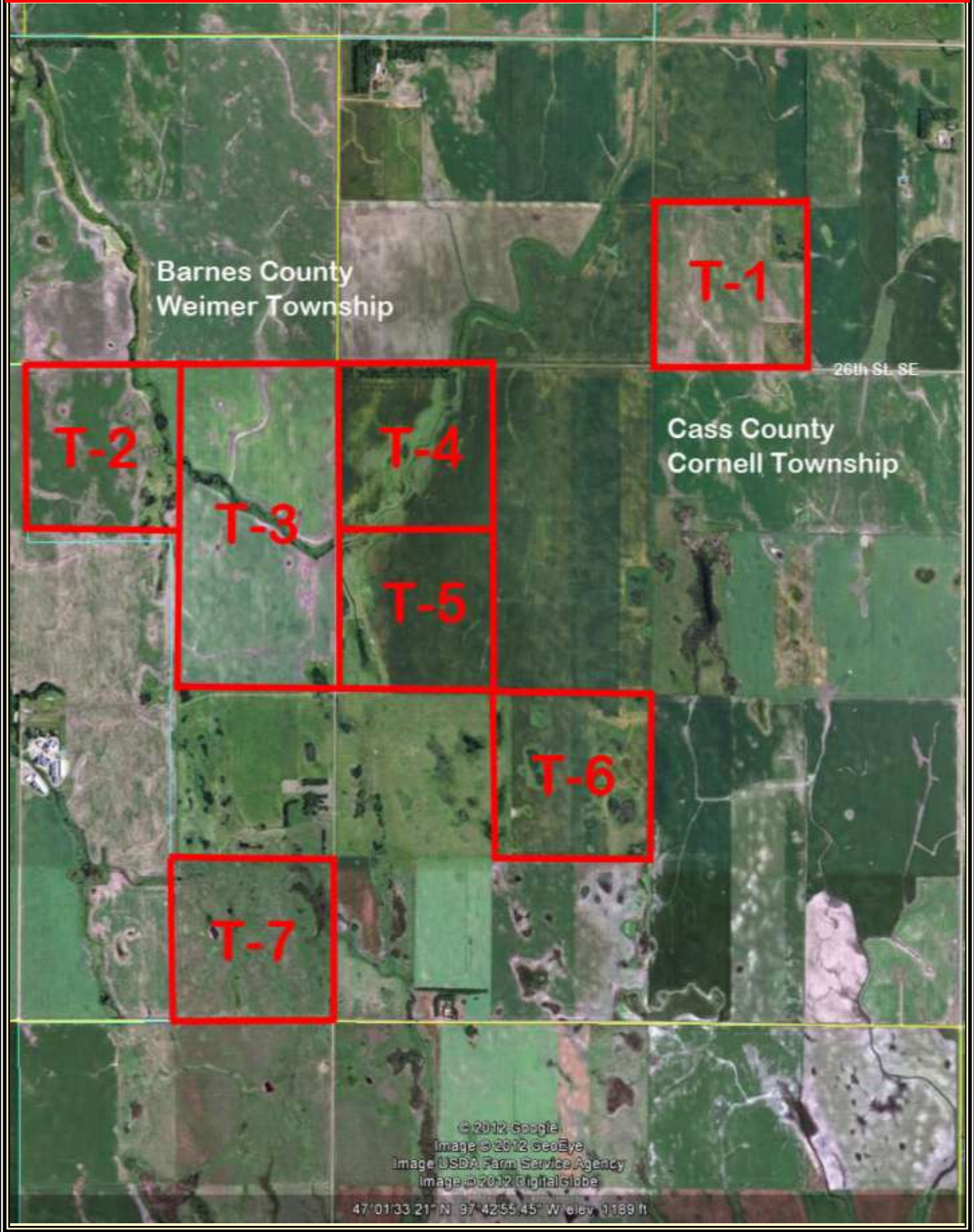
Tract 5: SW1/4 13-141-56, 141.5 FSA acres, includes 15.47 CRP acres, Contract #1592
Expires 9-30-2016

Tract 6: NE1/4 24-141-56, 160+/- FSA acres, includes 13.81 CRP acres, Contract #1592
Expires 9-30-16

Tract 7: SE1/4 23-141-56, 155.82 pasture acres



AERIAL MAP



TRACT 1—SW1/4 Section 7-141-55



FSA Map Form 156

Farm 4165

S7 T141N R55W
Cornell Township
Cass County, ND
2012 Program Year



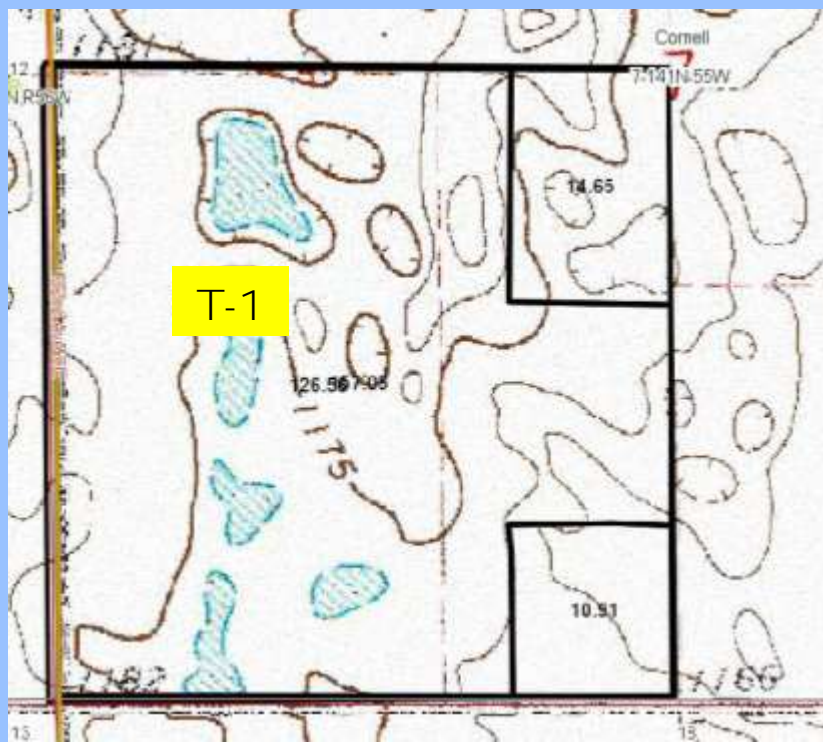
Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-02B and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

CRP Contract on page 8

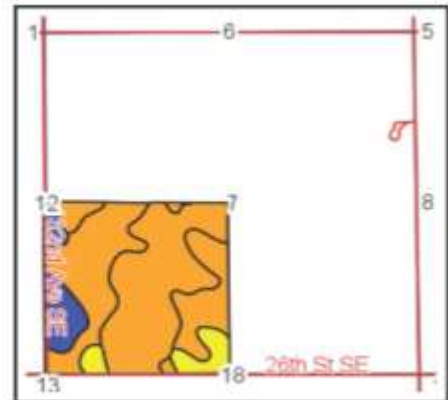
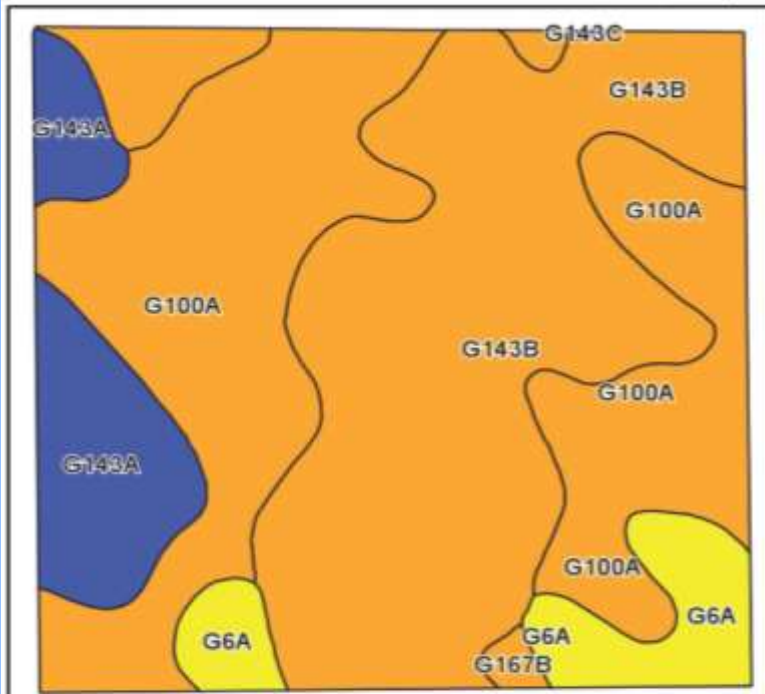
14.7 CRP Acres

North Dakota		U.S. Department of Agriculture			FARM: 4165	
Barnes		Farm Service Agency			Prepared: 10/23/12 5:21 PM	
Report ID: FSA-156EZ		Abbreviated 156 Farm Record			Crop Year: 2013	
					Page: 2 of 6	
Tract Number: 1182		Description: 134/ SW 7-141-55			FAV/WR History	
BIA Range Unit Number:					N	
HEL Status: Classified as not HEL						
Wetland Status: Tract contains a wetland or farmed wetland						
WL Violations: None						
Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
160.0	152.2	152.2	0.0	0.0	14.7	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FP		
0.0	0.0	137.5	0.0	0.0		
Crop	Base Acreage	Direct Yield	CC Yield	CCC-505 CRP Reduction		
WHEAT	66.5	32	41	0.0		
CORN	24.1	61	112	0.0		
SUNFLOWERS	8.4	1527	1785	0.0		
SOYBEANS	27.6	23	28	0.0		
Total Base Acres:	126.6					

TRACT 1—SW1/4 Section 7-141-55



Soils Map



State: North Dakota
 County: Cass
 Location: 7-141N-55W
 Township: Cornell
 Acres: 309.2
 Date: 10/25/2012

Field borders provided by Farm Service Agency as of 5/21/2008.
 Soils data provided by USDA and NRCS.



Maps provided by



©AgData, Inc 2012
 www.AgrDataInc.com

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class	Range Production (lbs/acre/yr)	Productivity Index
G143B	Barnes-Svea loams, 3 to 6 percent slopes	134.9	43.6%		Ile	2911	78
G100A	Hamerly-Tonka complex, 0 to 3 percent slopes	119.5	38.7%		Iiw	3830	79
G143A	Barnes-Svea loams, 0 to 3 percent slopes	30.2	9.8%		Iic	3155	87
G6A	Vallers loam, 0 to 1 percent slopes	22.7	7.3%		Iiw	4172	70
G167B	Balaton-Wyard loams, 0 to 6 percent slopes	1.8	0.6%		Iic	3115	78
G143C	Barnes-Buse-Langhei loams, 6 to 9 percent slopes	0.1	0.0%		Ive	2568	59
Weighted Average						3383.9	78.7

TRACT 1—Section 7-141-55—CRP CONTRACT

Form Approved - OMB No. 0560-0125

CRP-1 (01-30-97)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. CODE & C/D 38 003	2. SIGN-UP NUMBER 23rd Signup
CONSERVATION RESERVE PROGRAM CONTRACT		3. CONTRACT NUMBER 1591	4. ACRES FOR ENROLLMENT ⁶⁴ 148 14.7 223.4
7. COUNTY OFFICE ADDRESS AND PHONE NO. (area code) Barnes County Farm Service Agency 575 10th St SW #2 Valley City, North Dakota 58072 Phone: (701) 845-3083 extension 2		5. FARM NUMBER 4165	6. TRACT NUMBER(S) ¹ 1182
		8. OFFER (Select one) STANDARD <input type="checkbox"/> ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/>	9. CONTRACT PERIOD FROM MM-DD-YYYY TO MM-DD-YYYY 3-1-2002 9-30-2016

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant". The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") for the stipulated contract period from the date the Contract is executed by the CCC or other use set by CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; and if applicable, CRP-15 and CRP-1 Continuation.

10. OFFER FOR PERMISSION TO ALLEY CROP

In order to participate in CRP under CP19, Alley Cropping, I/we submit an offer of \$ N/A per acre reduction, from the amount specified in item 11A, in the annual rental payments for permission to produce agricultural commodities on eligible acres in accordance with the provisions for alley cropping set out in the applicable regulations. I/we understand that for each year of the CRP contract the annual rental payment will be reduced by the amount agreed to above, which reduction must be a reduction of at least 50 percent in the annual rental payment.

11A. Rental Rate Per Acre (\$) ^{52.27} <u>52.27 / 100</u>	12. Identification of CRP Land (See Reverse for additional space)				
B. Annual Contract Payment (\$) ^{223.06} <u>223.06</u>	A. Tract No.	B. Field No.	C. Practice	D. Acres	E. Total C/IS
C. First Year Payment (\$) ^{453.00} <u>453.00</u>	T 1182		CP-27	3.7	39.7
<i>(Item 11C applicable only to continuous signup when the first year payment is prorated.)</i>					
	T 1182		CP-28	11.0	80.3
					^{223.06}

13. OWNERS, OPERATORS, AND TENANTS

A. OPERATOR NAME AND ADDRESS Henderson Farms 2730 130th Ave SE Tower City ND 58071 9310	100%	SOCIAL SECURITY NUMBER	SIGNATURE <u>Henderson Farms</u>	DATE	
	x		<u>By Paul Henderson</u>	2-13-02	
B. OWNER NAME AND ADDRESS Isabel Scott % Tom Archbold 93 23rd Ave W, Fargo ND 58102 2024	0%	SOCIAL SECURITY NUMBER	SIGNATURE <u>Isabel Scott</u>	DATE	
	x		<u>Isabel Scott</u>	2-13-02	
C. NAME AND ADDRESS Donald Runyon % Tom Archbold 93 23rd Ave W, Fargo ND 58102 2024	0%	SOCIAL SECURITY NUMBER	SIGNATURE <u>Donald Runyon</u>	DATE	
	x		<u>Donald Runyon</u>	2-13-02	

14. CCC USE ONLY - Payments according to the shares are approved.

SIGNATURE OF CCC REPRESENTATIVE: Jason Klein DATE: 2-26-02

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended, and regulations promulgated at 7 CFR PART 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 297, 371, 651, 1091; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0125. The time required to complete this information collection is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

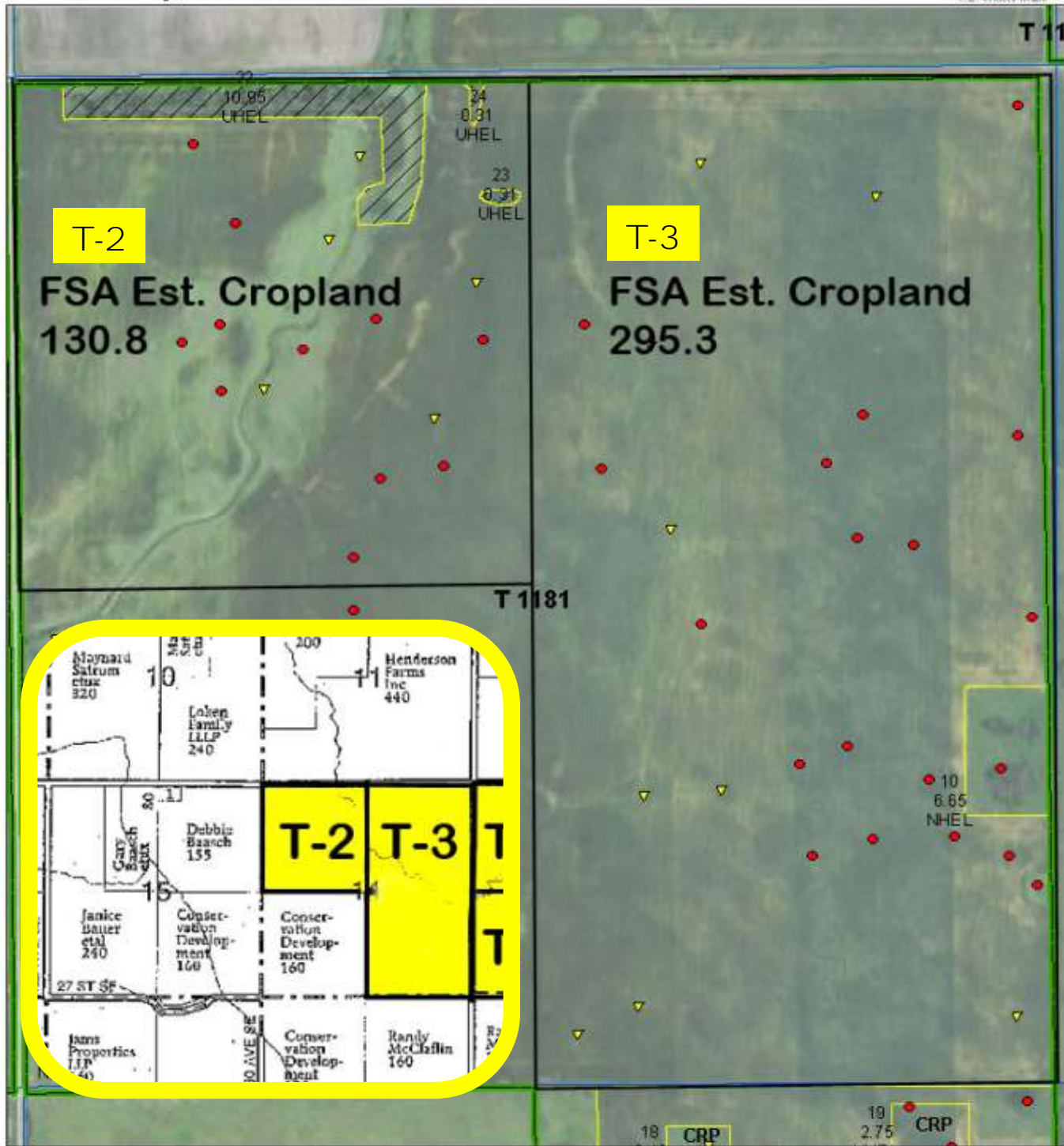
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 725-2800 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D. C. 20250-9410 or call (202) 725-2804 (voice or TDD). USDA is an equal opportunity provider and employer.

Original - County Office Copy
 Owner's Copy
 Operator's Copy
 NRCS Copy

** Acreage Correction based on GIS acres*

TRACT 2—TRACT 3 Section 14-141-56

USDA Farm Service Agency
Barnes County, North Dakota



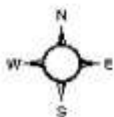
Farm 4165

S13 T 141N R56W

Weimer Township

Barnes County, ND

2012 Program Year



Wetland Determination Identifiers

- Limited Restrictions
- Exempt from Conservation Provisions
- Restricted Use

Common Land Unit

- Cropland
- Non-cropland

Disclaimer: 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 wetland boundaries and determinations, or contact NRCS.

TRACT 2—TRACT 3 Section 14-141-56

FSA Farm Record Information is **combined** for **Tracts 2, 3, 4, 5, & 6** and is subject to reconstitution under new owners. Barnes County FSA office has provided us with estimated acres where tracts are combined as indicated on the color maps.

The CRP acres noted below (29.4) are for Tract 5 (15.47) and Tract 6 (13.81). The CRP Contract #1592 is on Page 15.

Tract Number: 1181 Description: 134,134B,154/ SEC 13; N2,SE 14; NE24-141-56

FAV/WR
History
N

BIA Range Unit Number:

HEL Status: Classified as not HEL

Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
1280.0	1213.5	1213.5	0.0	0.0	29.4	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FPW		
0.0	0.0	1184.1	0.0	0.0		

Crop	Base Acreage	Direct Yield	CC Yield	CCC-505 CRP Reduction
WHEAT	579.3	32	41	0.0
CORN	210.0	61	112	0.0
SUNFLOWERS	73.6	1527	1785	0.0
SOYBEANS	248.4	23	28	0.0

Total Base Acres: 1111.3

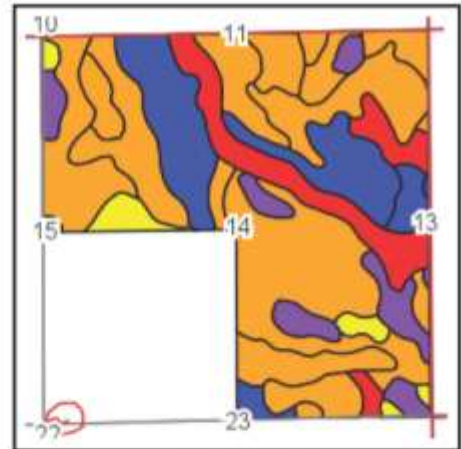
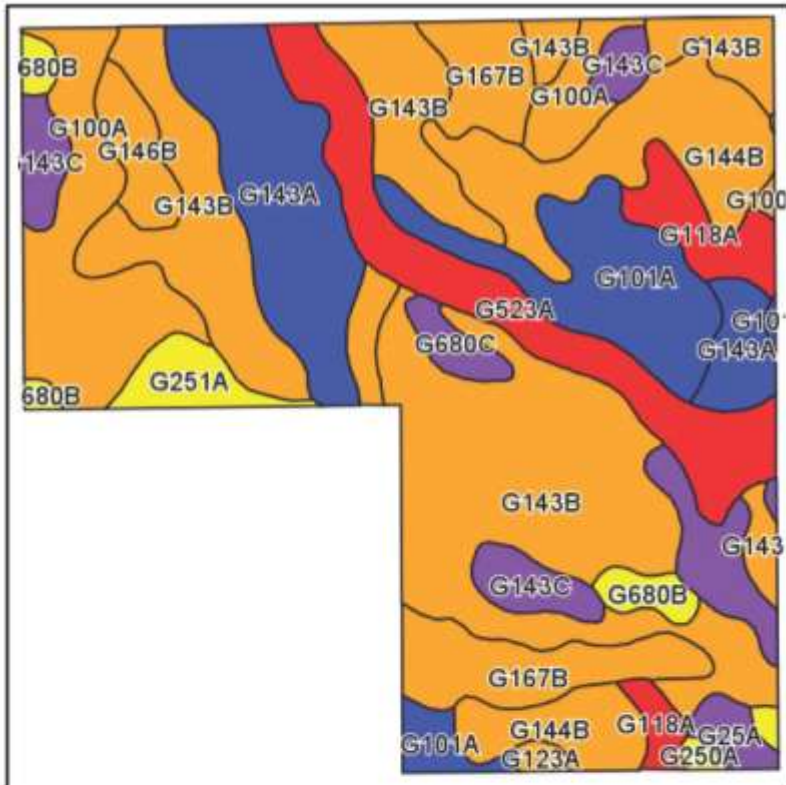
Owners: ISABEL A SCOTT FAMILY LLP

RUNYON FAMILY HOLDINGS LLP

TRACT 2—TRACT 3

Section 14-141-56

Soils Map



State: **North Dakota**
 County: **Barnes**
 Location: **14-141N-56W**
 Township: **Weimer**
 Acres: **480**
 Date: **10/25/2012**

Field borders provided by Farm Service Agency as of 5/21/2008.
 Soils data provided by USDA and NRCS.



Maps provided by:

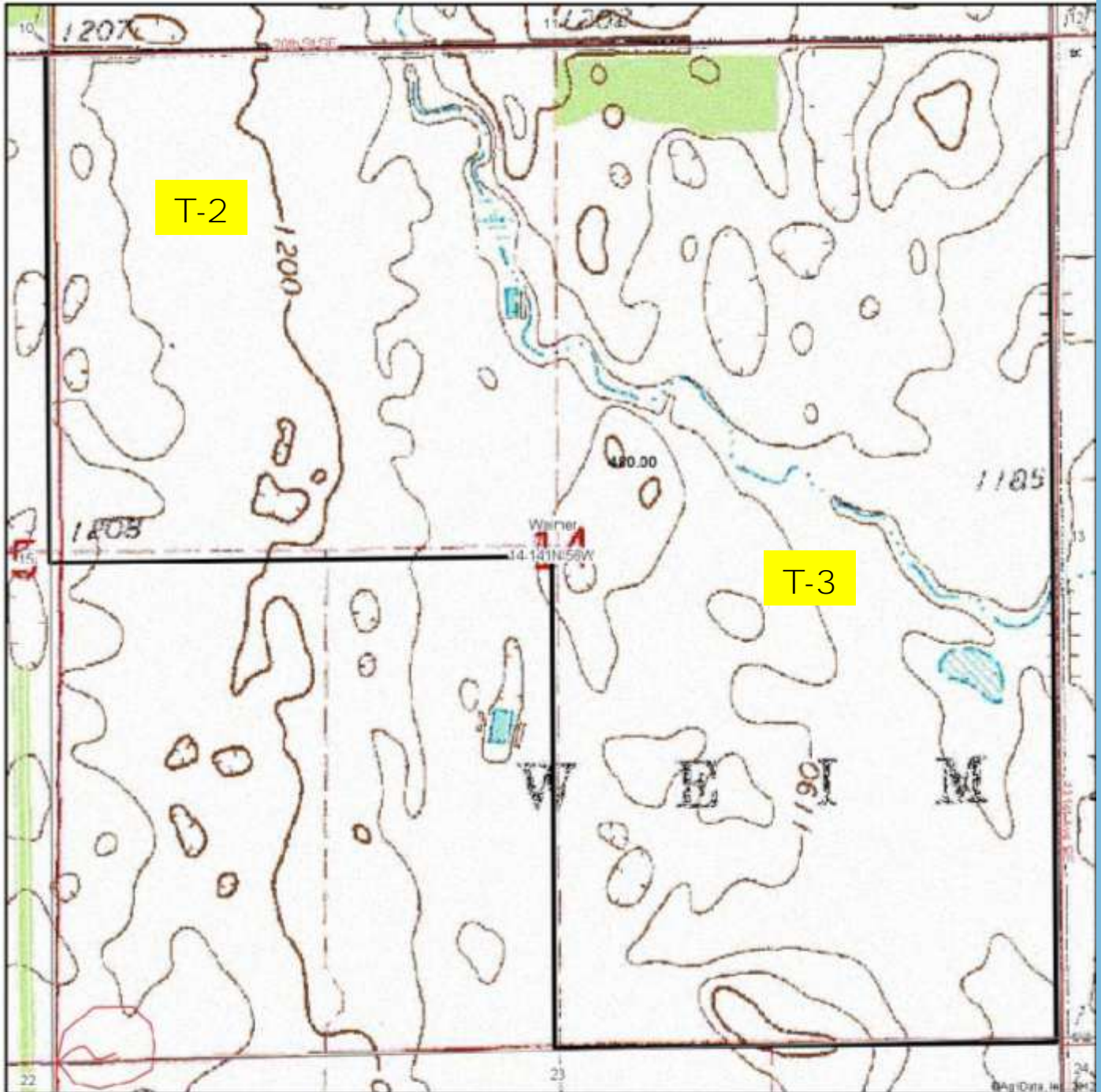


Code	Soil Description	Acres	Percent of field	PI Legend	Non-ir Class	Range Production (lbs/acre/yr)	Productivity Index
G143B	Barnes-Svea loams, 3 to 6 percent slopes	144.3	30.1%		IIe	2911	78
G143A	Barnes-Svea loams, 0 to 3 percent slopes	49.8	10.4%		IIc	3158	87
G144B	Barnes-Buse loams, 3 to 6 percent slopes	47.7	9.9%		IIe	2793	73
G100A	Hamefy-Tonka complex, 0 to 3 percent slopes	43.3	9.0%		IIw	3830	79
G523A	Lowe-Fluvaquerts, channeled complex, 0 to 2 percent slopes, frequently flooded	40.2	8.4%		Vlw	2278	23
G101A	Hamefy-Wyard loams, 0 to 3 percent slopes	37.2	7.7%		IIc	4014	82
G167B	Balaton-Wyard loams, 0 to 6 percent slopes	36	7.5%		IIc	3115	78
G143C	Barnes-Buse-Langhei loams, 6 to 9 percent slopes	16.5	3.4%		IVe	2568	59
G118A	Vallers loam, saline, 0 to 1 percent slopes	15.2	3.2%		IIIs	3759	50
G12A	Vallers, saline-Parnell complex, 0 to 1 percent slopes	11.4	2.4%		IIlw	2796	56
G146B	Barnes-Buse-Parnell complex, 0 to 6 percent slopes	9	1.9%		IIlw	2411	75
G251A	Divide loam, loamy substratum, 0 to 2 percent slopes	8.5	1.8%		IIIs	3810	66
G680B	Barnes-Sioux complex, 1 to 6 percent slopes	7.6	1.6%		IVs	2416	83
G680C	Barnes-Sioux complex, 3 to 9 percent slopes	4.8	1.0%		IVs	2302	55
G25A	Marysland loam, 0 to 1 percent slopes	4.7	1.0%		IIlw	4115	59
G250A	Divide loam, 0 to 2 percent slopes	2.2	0.5%		IIIs	3889	62
G123A	Svea-Cavour loams, 0 to 3 percent slopes	1.6	0.3%		IIIs	2703	77
Weighted Average						3078.9	71.2

TRACT 2—TRACT 3

Section 14-141-56

Topography Map



map center: 47° 1' 45.86, 97° 44' 15.89
scale: 8650

14-141N-56W
Barnes County
North Dakota



10/25/2012

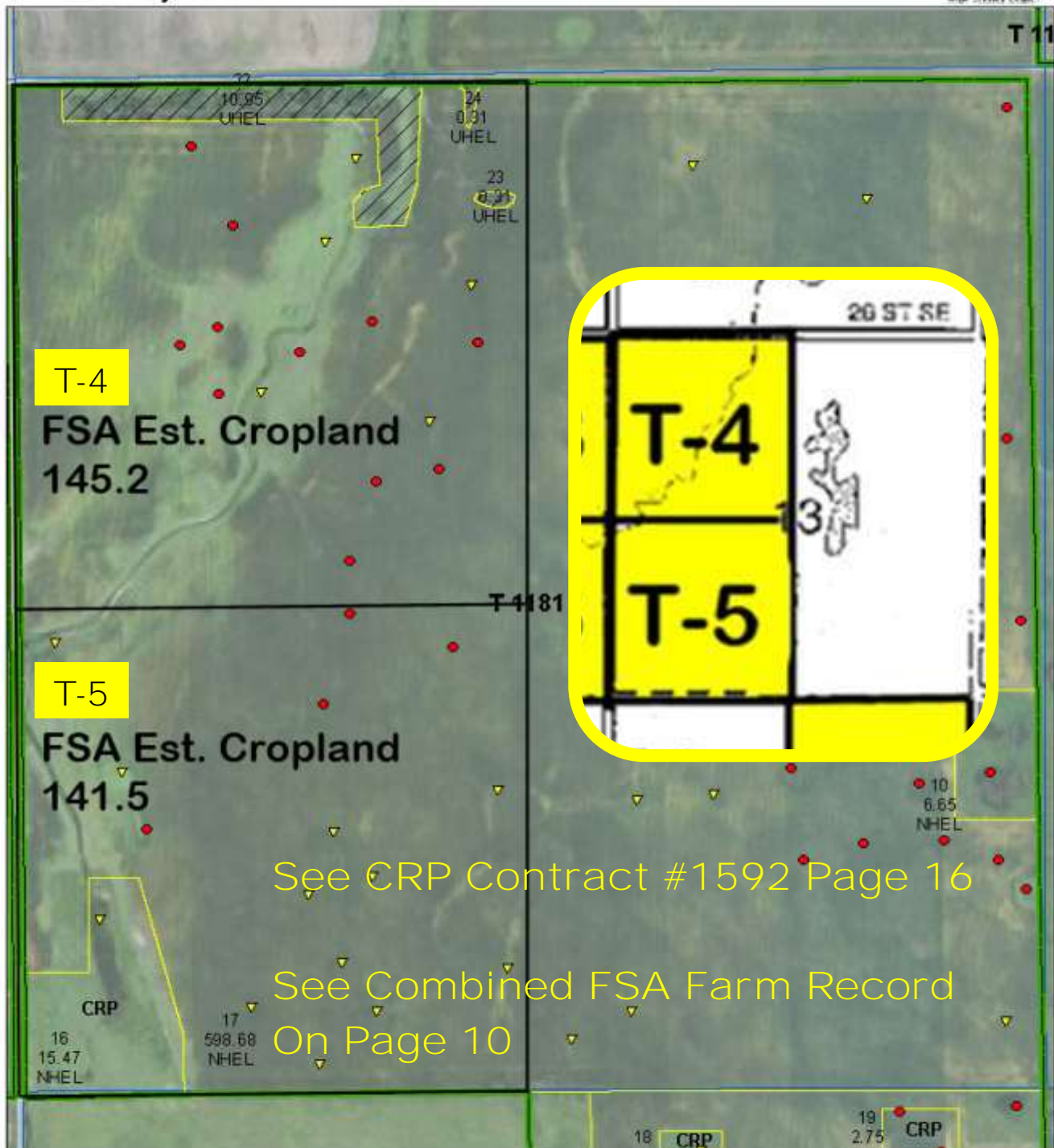
Maps provided by
surety
©AgrData, Inc. 2012
www.AgrDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

TRACT 4—TRACT 5

Section 13-141-56

USDA Farm Service Agency
Barnes County, North Dakota



Farm 4165

S13 T141N R56W

Weimer Township
Barnes County, ND

2012 Program Year



Wetland Determination Identifiers

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

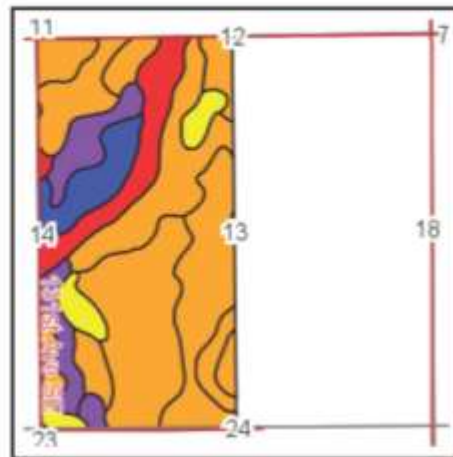
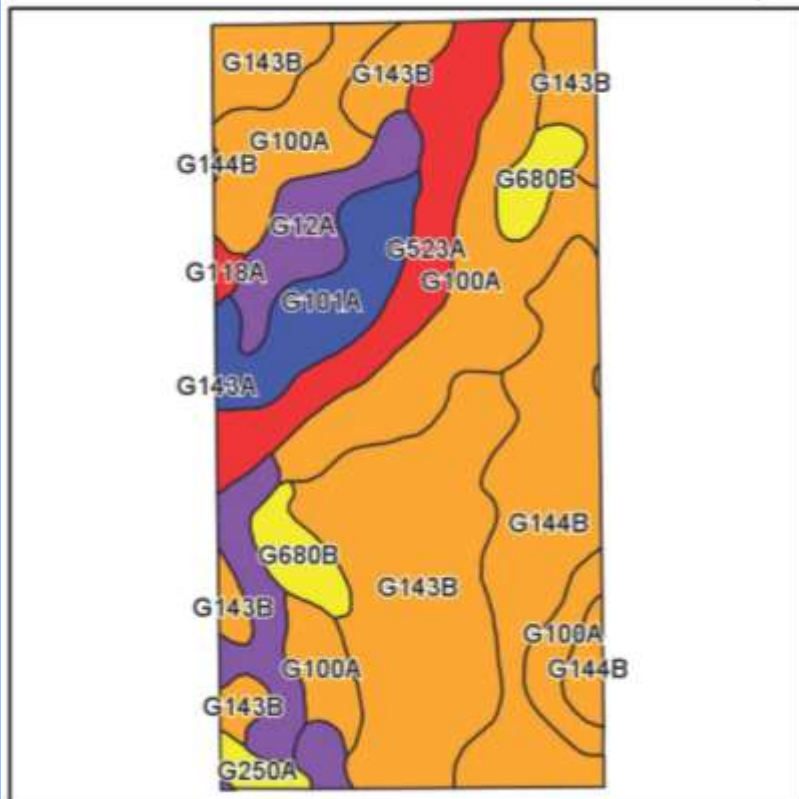
Common Land Unit

- Cropland
- ▨ Non-cropland

Disclaimer: 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 wetland boundaries and determinations, or contact NRCS.

TRACT 4—TRACT 5 SOILS MAP Section 13-141-56

Soils Map



State: North Dakota
 County: Barnes
 Location: 13-141N-56W
 Township: Weimer
 Acres: 320
 Date: 10/25/2012

Field borders provided by Farm Service Agency as of 5/21/2008.
 Soils data provided by USDA and NRCS.



Maps provided by:

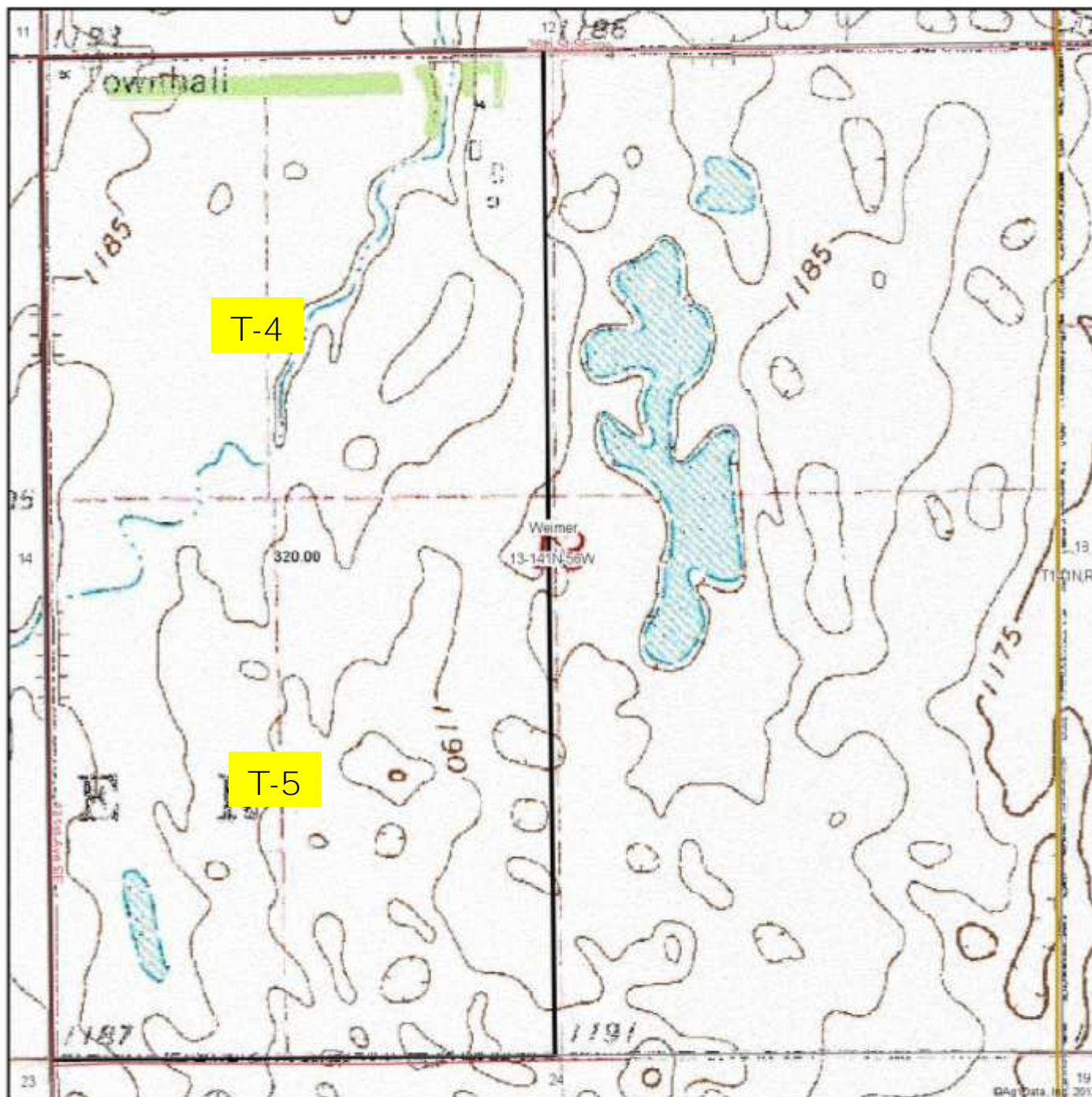


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Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr. Class	Range Production (lb/acre/yr)	Productivity Index
G 143B	Barnes-Svea loams, 3 to 6 percent slopes	90.4	28.2%		Ile	2911	76
G 100A	Hamerly-Tonka complex, 0 to 3 percent slopes	75.9	23.7%		Iiw	3830	79
G 144B	Barnes-Bluse loams, 3 to 6 percent slopes	51	15.9%		Ile	2793	73
G-523A	Low-Fluvaquents, channeled complex, 0 to 2 percent slopes, frequently flooded	30	9.4%		Vlw	2276	23
G 12A	Vallers, saline-Parnell complex, 0 to 1 percent slopes	29.6	9.3%		Illw	2796	58
G 101A	Hamerly-Wyard loams, 0 to 3 percent slopes	21.6	6.8%		Iic	4014	82
G-680B	Barnes-Sioux complex, 1 to 6 percent slopes	13.6	4.2%		IVs	2416	63
G-25A	Marysland loam, 0 to 1 percent slopes	3.3	1.0%		Iiw	4115	59
G-250A	Divide loam, 0 to 2 percent slopes	3.2	1.0%		Iis	3869	62
G-118A	Vallers loam, saline, 0 to 1 percent slopes	1.4	0.4%		Ills	3759	50
Weighted Average						3116	69.3

TRACT 4—TRACT 5 TOPOGRAPHY MAP Section 13-141-56

Topography Map



map center: 47° 1' 45.83, 97° 42' 59.17
scale: 8662

13-141N-56W
Barnes County
North Dakota



10/25/2012

Maps provided by:



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www.AgnDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

CRP #1592 Sec. 13 (T-5) 15.47 & Sec 24 (T-6) 13.81

Form Approved - OMB No. 0580-0125

CRP-1 (01-30-97)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. C & C/D 38 003	2. SIGN-UP NUMBER 23rd Signup
CONSERVATION RESERVE PROGRAM CONTRACT		3. CONTRACT NUMBER 1592	4. ACRES FOR ENROLLMENT ^{bt} 22+ 29.4 ²²⁻⁰⁴
7. COUNTY OFFICE ADDRESS AND PHONE NO. (area code) Barnes County Farm Service Agency 575 10th St SW #2 Valley City, North Dakota 58072 Phone: (701) 845-3083 extension 2		5. FARM NUMBER 4165	6. TRACT NUMBER(S) ^X 1181 ^{J.P.}
		8. OFFER (Select one) STANDARD <input type="checkbox"/> ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/>	
		9. CONTRACT PERIOD FROM MM-DD-YYYY TO MM-DD-YYYY 3-1-02 9-30-2016	

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant". The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") for the stipulated contract period from the date the Contract is executed by the CCC or other use set by CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; and if applicable, CRP-15 and CRP-1 Continuation.

10. OFFER FOR PERMISSION TO ALLEY CROP

In order to participate in CRP under CP19, Alley Cropping, I/we submit an offer of \$ N/A per acre reduction, from the amount specified in item 11A, in the annual rental payments for permission to produce agricultural commodities on eligible acres in accordance with the provisions for alley cropping set out in the applicable regulations. I/we understand that for each year of the CRP contract the annual rental payment will be reduced by the amount agreed to above, which reduction must be a reduction of at least 50 percent in the annual rental payment.

11A. Rental Rate Per Acre (\$) <u>472.50</u>	12. Identification of CRP Land (See Reverse for additional space)				
B. Annual Contract Payment (\$) ^{bt} <u>1345.00</u>	A. Tract No.	B. Field No.	C. Practice	D. Acres	E. Total C/5
C. First Year Payment (\$) <u>2716.00</u> (Item 11C applicable only to continuous signup when the first year payment is prorated.)	T 1181		CP-27	7.1	1138
	T 1181		CP-28	22.3 22.3	1540

13. OWNERS, OPERATORS, AND TENANTS

A. OPERATOR NAME AND ADDRESS Henderson Farms 2730 130th Ave SE Tower City ND 58071 9310	100%	SOCIAL SECURITY NUMBER SIGNATURE <u>Henderson Farms</u> DATE <u>2-13-02</u>
B. OWNER NAME AND ADDRESS Isabel Scott 3 Tom Archbold 93 23rd Ave W, Fargo ND 58102 2024	0%	SOCIAL SECURITY NUMBER SIGNATURE <u>Isabel Scott</u> DATE <u>2-13-02</u>
C. NAME AND ADDRESS Donald Runyon 3 Tom Archbold 93 23rd Ave W, Fargo ND 58102 2024	0%	SOCIAL SECURITY NUMBER SIGNATURE <u>Donald Runyon</u> DATE <u>2-13-02</u>

14. CCC USE ONLY - Payments according to the shares are approved.

SIGNATURE OF CCC REPRESENTATIVE: Jason Kei DATE: 2-26-02

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198) as amended, and regulations promulgated at 7 CFR PART 1410 and the Internal Revenue Code (26 USC §105). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 238, 287, 371, 851, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0580-0125. The time required to complete this information collection is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

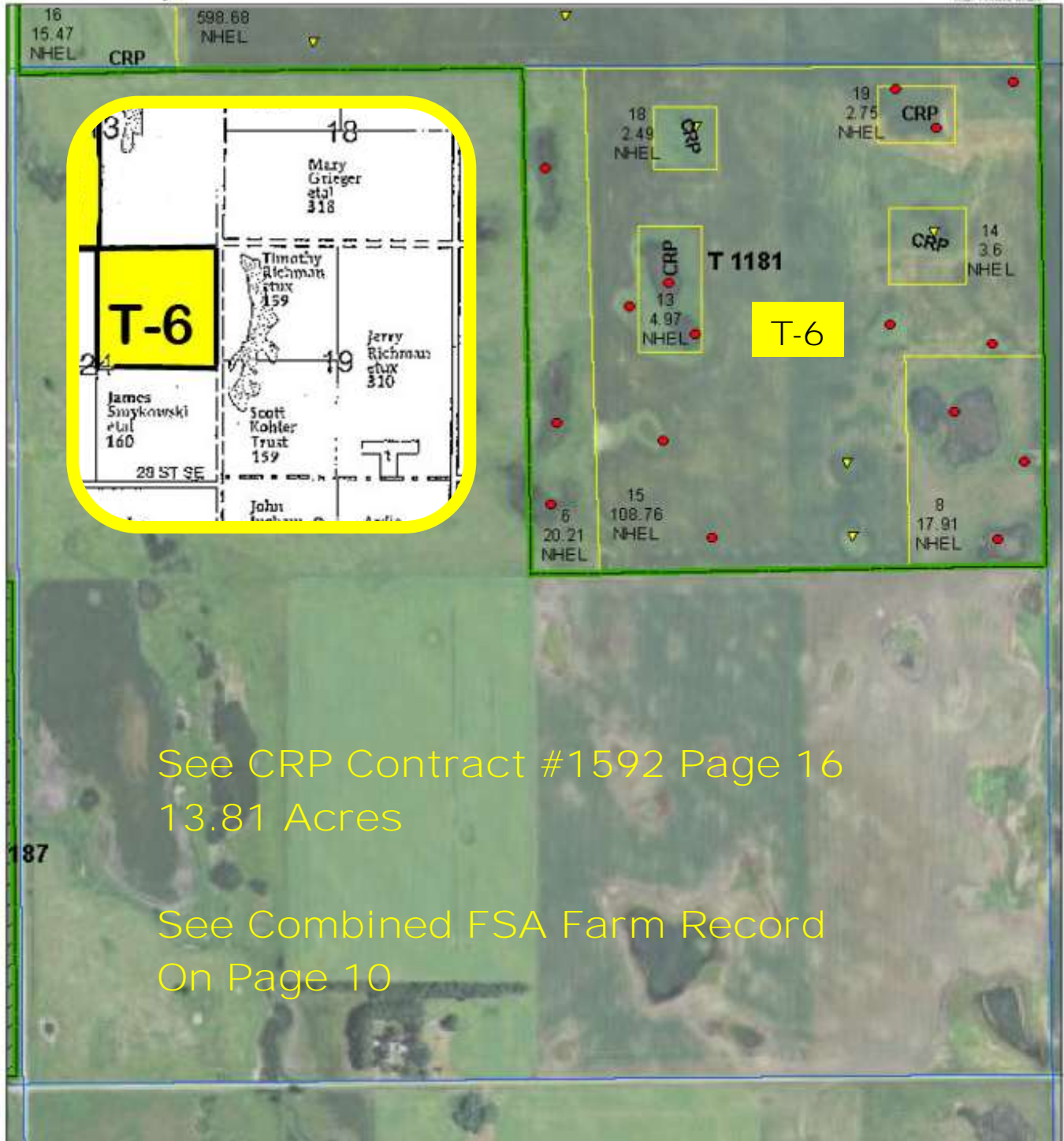
The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D. C. 20250-9410 or call (202) 720-3954 (voice or TDD). USDA is an equal opportunity provider and employer.

Original - County Office Copy
 Owner's Copy
 Operator's Copy
 NRCS Copy

** Acreage Correction based on GIS acres*

TRACT 6 SECTION 24-141-56

USDA Farm Service Agency
Barnes County, North Dakota



See CRP Contract #1592 Page 16
13.81 Acres

See Combined FSA Farm Record
On Page 10

Farm 4165

S24 T 141N R56W

Weimer Township
Barnes County, ND

2012 Program Year

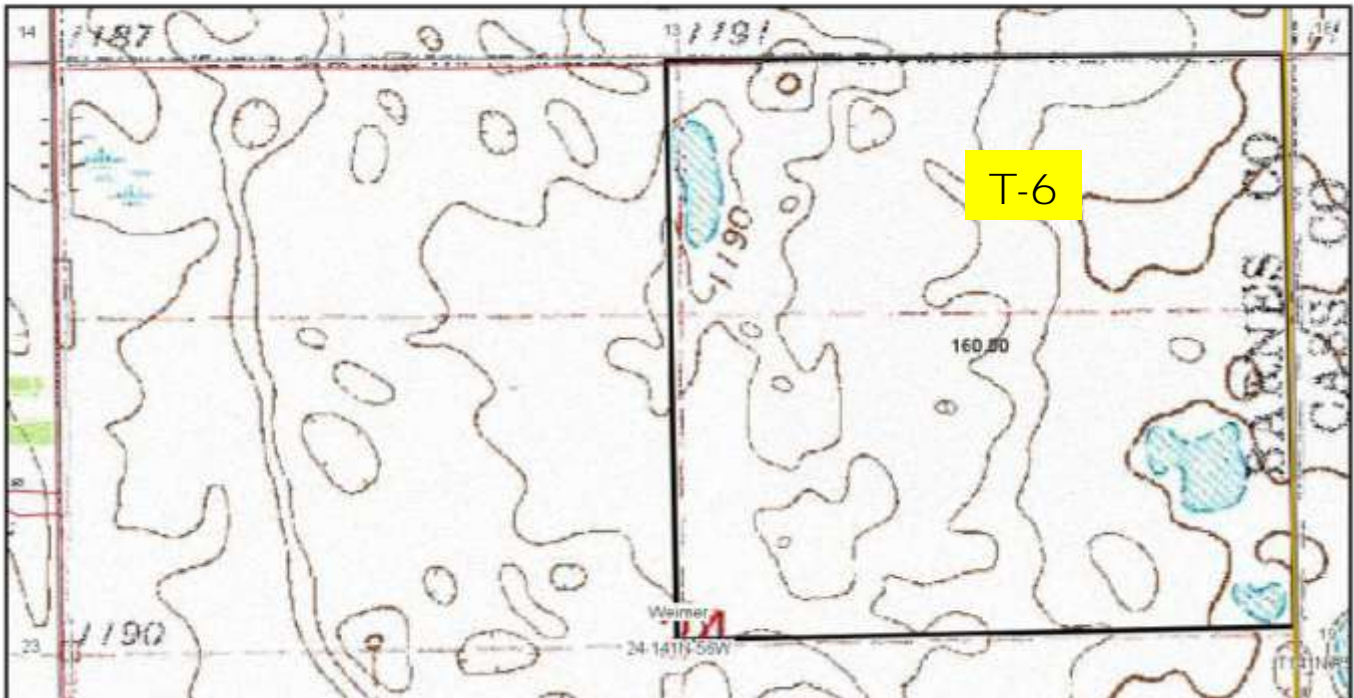


- Wetland Determination Identifiers**
- ▽ Limited Restrictions
 - Exempt from Conservation Provisions
 - Restricted Use
- Common Land Unit**
- Cropland
 - ▨ Non-cropland

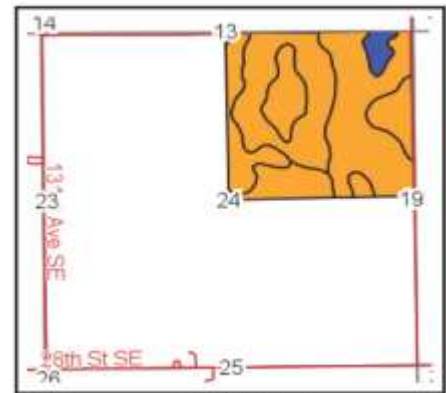
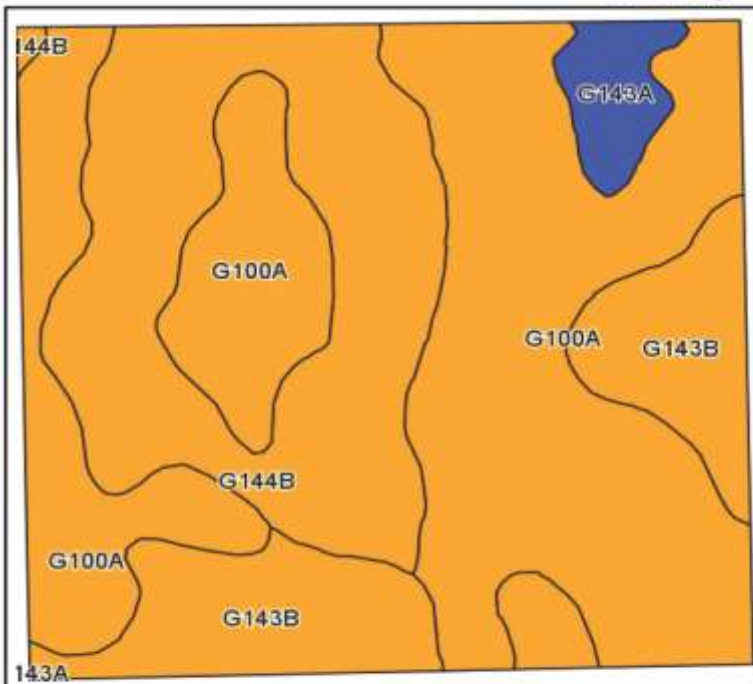
Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

TRACT 6 SECTION 24-141-56

Topography Map



Soils Map



State: North Dakota
 County: Barnes
 Location: 24-141N-56W
 Township: Weimer
 Acres: 160
 Date: 10/25/2012

Field borders provided by Farm Service Agency as of 5/21/2008
 Soils data provided by USDA and NRCS



Maps provided by:



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 www.AgnDataInc.com

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class	Range Production (lbs/acre/yr)	Productivity Index
G100A	Hamerly-Tonka complex, 0 to 3 percent slopes	83.5	52.2%		IIIv	3830	79
G144B	Barnes-Buse loams, 3 to 6 percent slopes	44.8	28.0%		IIe	2793	73
G143B	Barnes-Svea loams, 3 to 8 percent slopes	26.7	16.7%		IIe	2911	78
G143A	Barnes-Svea loams, 0 to 3 percent slopes	5	3.1%		IIc	3158	87
Weighted Average						3365.3	77.4

TRACT 7 Section 23-141-56

USDA Farm Service Agency
Barnes County, North Dakota

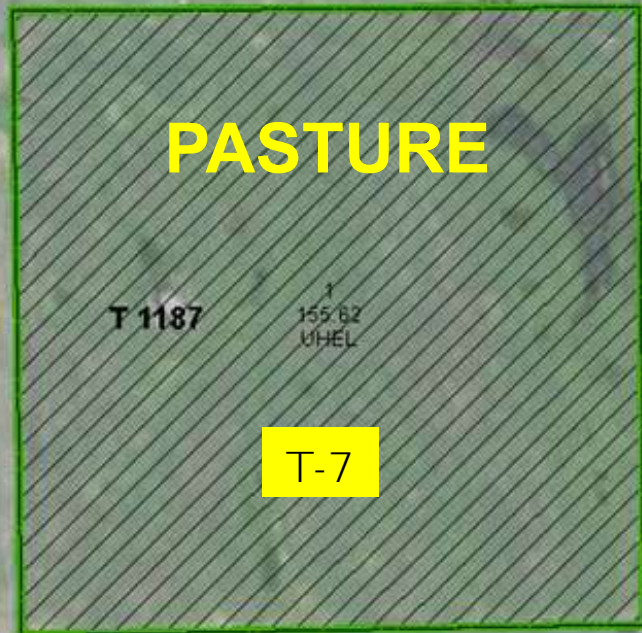


Tract Number: 1187 Description: 153/SE 23-141-56
 BIA Range Unit Number:
 HEL Status: Classified as not HEL
 Wetland Status: Tract contains a wetland or farmed wetland
 WL Violations: None

FAV/WR
History

Form 156

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
160.0	0.0	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	0.0	0.0	0.0		



Farm 4165

S23 T141N R56W

Weimer Township
Barnes County, ND

2012 Program Year



Wetland Determination Identifiers

- Limited Restrictions
- Exempt from Conservation Provisions
- Restricted Use

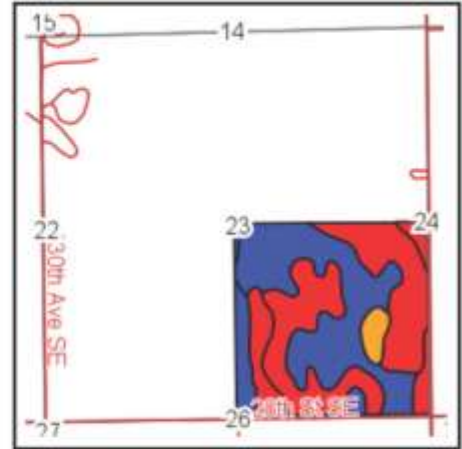
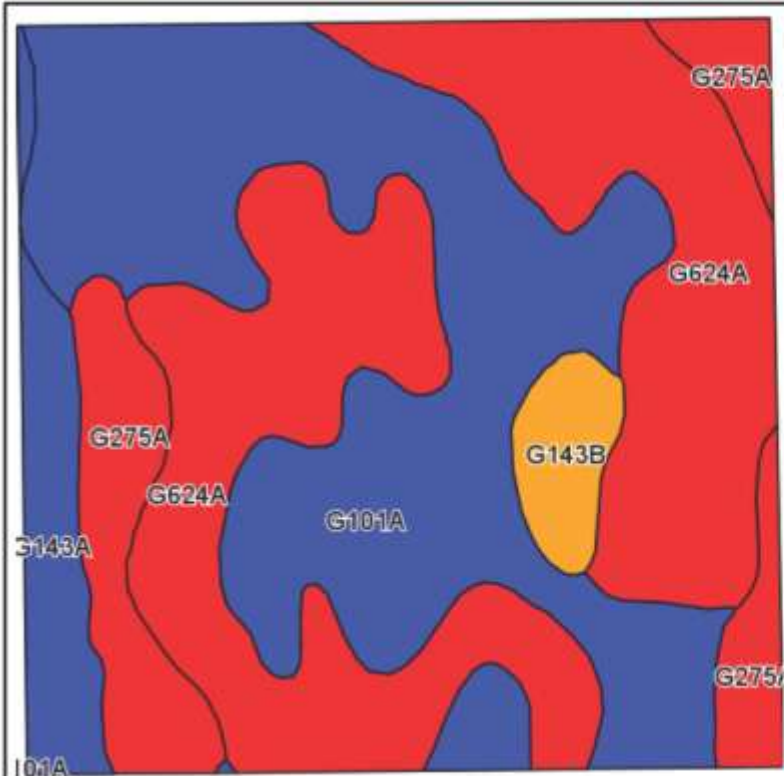
Common Land Unit

- Cropland
- Non-cropland

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-028 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

TRACT 7 Section 23-141-56 SOILS

Soils Map



State: North Dakota
 County: Barnes
 Location: 23-141N-56W
 Township: Weimer
 Acres: 160
 Date: 10/25/2012

Field borders provided by Farm Service Agency as of 5/21/2008.
 Soils data provided by USDA and NRCS



Maps provided by:

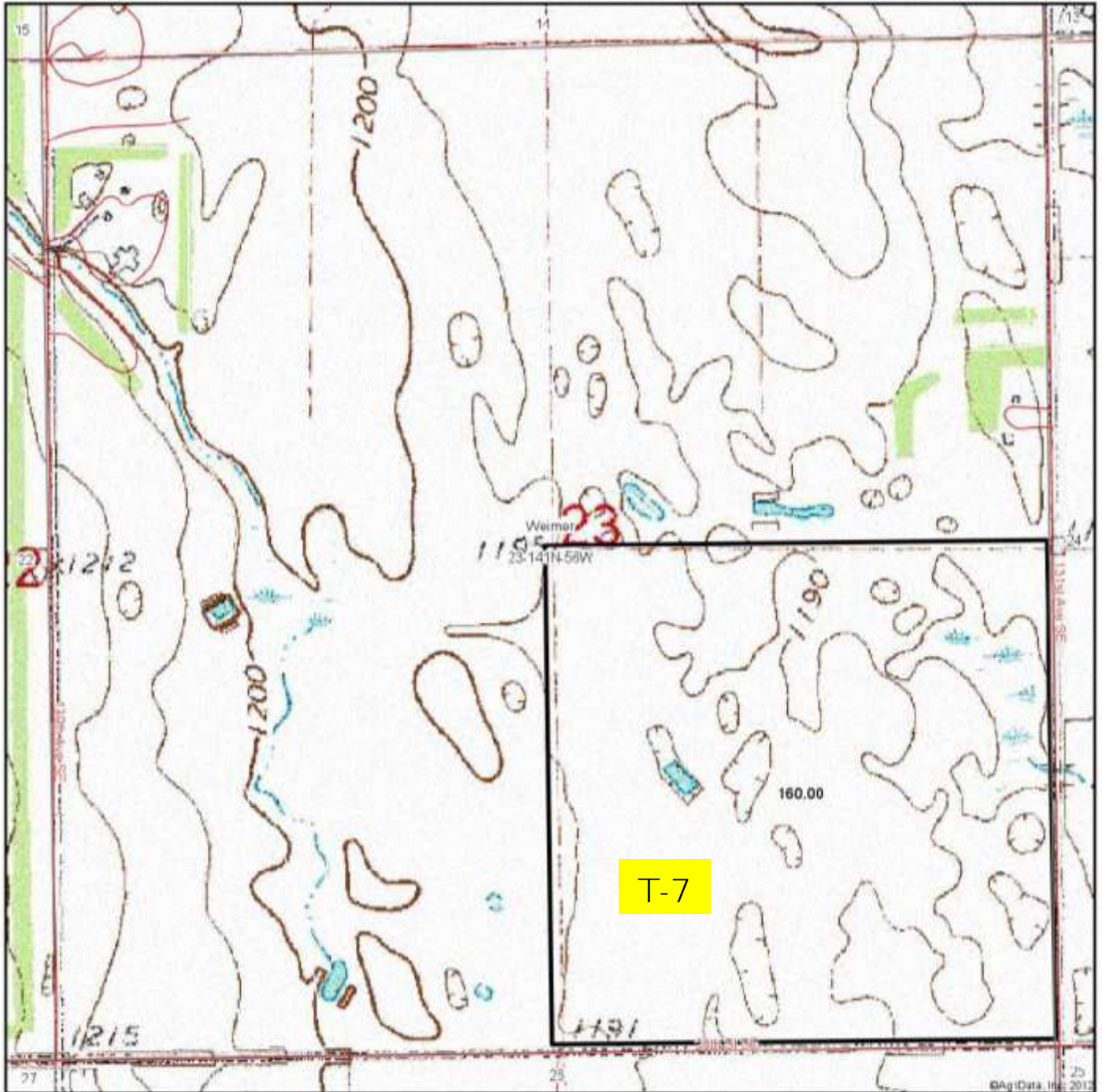


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Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class	Range Production (lbs/acre/yr)	Productivity Index
G624A	Vallers, saline-Manfred loams, 0 to 1 percent slopes, extremely stony	64.8	40.5%		Vs	3700	5
G101A	Hamerty-Wyard loams, 0 to 3 percent slopes	61.3	38.3%		IIC	4014	82
G275A	Renshaw loam, 0 to 2 percent slopes	17.3	10.8%		IIIe	1969	44
G143A	Barnes-Svea loams, 0 to 3 percent slopes	11.6	7.3%		IIC	3156	87
G143B	Barnes-Svea loams, 3 to 6 percent slopes	5	3.1%		IIE	2911	76
Weighted Average						3569.1	47

TRACT 7 Section 23-141-56 TOPOGRAPHY

Topography Map



map center: 47° 0' 53.84, 97° 44' 16.19
scale: 8683

23-141N-56W
Barnes County
North Dakota



10/25/2012

Maps provided by:



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www.AgrDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

2011 TAX STATEMENTS



Property Detail Report

T-1

31-0000-02728-000		Newest Statement (2011 - #110251088)	
Owner:	RUNYON FAMILY HOLDINGS LLP ETAL	Mill Levy Rate:	189.76
Address:	RURAL ADDRESS CORNELL TOWNSHIP, ND 9999	Consolidated:	\$717.30
Mail To:		Specials:	\$0.00
Jurisdiction:	Cornell Township	Drains:	\$0.00
Mortgage Company:		Other:	\$0.00
		Discounts:	\$0.00
		Pen/Int:	\$0.00
		1st Due:	\$358.66
		2nd Due:	\$358.64
		Amount Due:	\$0.00
		Grand Total Due:	\$0.00

Legal Description

7-141-55 SW 1/4 A 157.05

2011 TAX STATEMENT

WEIMER TOWNSHIP

BARNES COUNTY TREASURER

Receipt # 9916

Parcel Number: 42-1420200
Taxpayer #24580
Multi Prcl# 24580

PO BOX 653
VALLEY CITY ND 58072
701-845-8505

T-2

**RUNYON FAMILY HOLDINGS LLP &
ISABELL SCOTT FAMILY LLP**

Legal Description

SECT-14 TWP-141 RANG-056
NW1/4
160.00 ACRES

ACRES: 160.00

	2009	2010	2011		2009	2010	2011
True And Full Value	59,600	65,500	68,800	Entity			
Taxable Value	2,980	3,275	3,440	State	2.98	3.28	3.44
				County	269.90	297.37	313.39
				City/Twp	107.28	116.75	123.8
				School 130	298.00	327.50	344.00
Net Taxable Value	2,980	3,275	3,440	COUNTY	19	46.01	58.30
Mill Levy	244.790	247.140	247.390	FIRE	5.30	6.19	6.16

Consolidated Tax 609.39 851.02

Penalty on 1st Installment & Specials	
March 2.....	3%
May 1.....	6%
July 3.....	9%
October 16.....	12%
Penalty on 2nd Installment	
October 16.....	6%

Specials	.00
Special Int.	.00
Total Tax and Specials	851.02
Discount	42.55
Net Tax due By Feb 15	808.47
(IF PAID IN TWO INSTALLMENTS)	
1st Half due Mar 01, 2012	425.51
2nd Half due Oct 15, 2012	425.51

2011 TAX STATEMENTS

2011 TAX STATEMENT
BARNES COUNTY TREASURER

WEIMER TOWNSHIP
Parcel Number: 42-1410100
Taxpayer #24580
Multi Prcl# 24580

PO BOX 653
VALLEY CITY ND 58072
701-845-8505

Receipt # 9915
T-3

**RUNYON FAMILY HOLDINGS LLP &
ISABELL SCOTT FAMILY LLP**

Legal Description
SECT-14 TWP-141 RANG-056
NE1/4
160.00 ACRES

ACRES: 160.00

	2009	2010	2011	Entity	2009	2010	2011				
True And Full Value	70,500	77,500	81,400	State	3.53	3.88	4.07				
Taxable Value	3,525	3,875	4,070	County	319.26	351.85	370.78				
				City/Twp	126.90	138.14	146.5				
				School 130	352.50	387.50	407.00				
Net Taxable Value	3,525	3,875	4,070	COUNTY	19	54.43	68.98				
Mill Levy	244.790	247.140	247.390	FIRE	6.27	7.32	7.29				
				Consolidated Tax		957.67	1,006.89				
Penalty on 1st Installment & Specials March 2..... 3% May 1..... 6% July 3..... 9% October 16..... 12% Penalty on 2nd Installment October 16..... 6%				Specials			.00				
				Special Int.			.00				
				Total Tax and Specials			1,006.89				
				Discount			50.34				
				Net Tax due By Feb 15			956.55				
				(IF PAID IN TWO INSTALLMENTS)							
				1st Half due Mar 01, 2012			503.45				
				2nd Half due Oct 15, 2012			503.44				

2011 TAX STATEMENT
BARNES COUNTY TREASURER

WEIMER TOWNSHIP
Parcel Number: 42-1440400
Taxpayer #24580
Multi Prcl# 24580

PO BOX 653
VALLEY CITY ND 58072
701-845-8505

Receipt # 9917
T-3

**RUNYON FAMILY HOLDINGS LLP &
ISABELL SCOTT FAMILY LLP**

Legal Description
SECT-14 TWP-141 RANG-056
NE1/4
160.00 ACRES

ACRES: 160.00

	2009	2010	2011	Entity	2009	2010	2011				
True And Full Value	60,900	66,900	70,200	State	3.05	3.35	3.51				
Taxable Value	3,045	3,345	3,510	County	275.79	303.73	319.76				
				City/Twp	109.62	119.25	126.3				
				School 130	304.50	334.50	351.00				
Net Taxable Value	3,045	3,345	3,510	COUNTY	19	47.01	59.54				
Mill Levy	244.790	247.140	247.390	FIRE	5.42	6.32	6.28				
				Consolidated Tax		826.69	868.34				
Penalty on 1st Installment & Specials March 2..... 3% May 1..... 6% July 3..... 9% October 16..... 12% Penalty on 2nd Installment October 16..... 6%				Specials			.00				
				Special Int.			.00				
				Total Tax and Specials			868.34				
				Discount			43.41				
				Net Tax due By Feb 15			824.93				
				(IF PAID IN TWO INSTALLMENTS)							
				1st Half due Mar 01, 2012			434.17				
				2nd Half due Oct 15, 2012			434.17				

2011 TAX STATEMENTS

<p>WEIMER TOWNSHIP</p> <p>Parcel Number: 42-1320200 Taxpayer #24580 Multi Parcel# 24580</p>	<p>2011 TAX STATEMENT BARNES COUNTY TREASURER</p> <p>PO BOX 653 VALLEY CITY ND 58072 701-845-8505</p>	<p>Receipt # 9912</p> <div style="background-color: yellow; text-align: center; padding: 5px; font-weight: bold;">T-4</div>	<p>RUNYON FAMILY HOLDINGS LLP & ISABELL SCOTT FAMILY LLP</p> <p>Legal Description SECT-13 TWP-141 RANG-056 NW1/4 160.00 ACRES</p> <p style="text-align: right;">ACRES: 160.00</p>
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	2009	2010	2011		2009	2010	2011
True And Full Value	66,400	73,000	76,500	Entity			
Taxable Value	3,320	3,650	3,825	State	3.32	3.65	3.83
				County	300.69	331.42	348.46
				City/Twp	119.52	130.12	137.7
				School 130	332.00	365.00	382.50
Net Taxable Value	3,320	3,650	3,825	COUNTY	19	51.26	64.97
Mill Levy	244.790	247.140	247.390	FIRE	5.91	6.90	6.85
				Consolidated Tax		902.06	946.28
				Specials			.00
				Special Int.			.00
				Total Tax and Specials			946.28
				Discount			47.31
				Net Tax due By Feb 15			898.97
				(IF PAID IN TWO INSTALLMENTS)			
				1st Half due Mar 01, 2012			473.14
				2nd Half due Oct 15, 2012			473.14

Penalty on 1st Installment & Specials

March 2..... 3%

May 1..... 6%

July 3..... 9%

October 16..... 12%

Penalty on 2nd Installment

October 16..... 6%

<p>WEIMER TOWNSHIP</p> <p>Parcel Number: 42-1330300 Taxpayer #24580 Multi Parcel# 24580</p>	<p>2011 TAX STATEMENT BARNES COUNTY TREASURER</p> <p>PO BOX 653 VALLEY CITY ND 58072 701-845-8505</p>	<p>Receipt # 9913</p> <div style="background-color: yellow; text-align: center; padding: 5px; font-weight: bold;">T-5</div>	<p>RUNYON FAMILY HOLDINGS LLP & ISABELL SCOTT FAMILY LLP</p> <p>Legal Description SECT-13 TWP-141 RANG-056 NW1/4 160.00 ACRES</p> <p style="text-align: right;">ACRES: 160.00</p>
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	2009	2010	2011		2009	2010	2011
True And Full Value	76,800	84,200	88,500	Entity			
Taxable Value	3,830	4,210	4,425	State	3.83	4.21	4.43
				County	346.88	382.27	403.12
				City/Twp	137.88	150.09	159.3
				School 130	303.00	421.00	442.50
Net Taxable Value	3,830	4,210	4,425	COUNTY	19	59.14	74.94
Mill Levy	244.790	247.140	247.390	FIRE	6.82	7.96	7.92
				Consolidated Tax		1,040.47	1,094.71
				Specials			.00
				Special Int.			.00
				Total Tax and Specials			1,094.71
				Discount			54.73
				Net Tax due By Feb 15			1,039.98
				(IF PAID IN TWO INSTALLMENTS)			
				1st Half due Mar 01, 2012			547.36
				2nd Half due Oct 15, 2012			547.35

Penalty on 1st Installment & Specials

March 2..... 3%

May 1..... 6%

July 3..... 9%

October 16..... 12%

Penalty on 2nd Installment

October 16..... 6%

2011 TAX STATEMENTS

2011 TAX STATEMENT

WEIMER TOWNSHIP

BARNES COUNTY TREASURER

Receipt # 9919

Parcel Number: 42-2410100

PO BOX 653
VALLEY CITY ND 58072
701-845-8505

T-6

Taxpayer #24580
Multi Prcl# 24580

**RUNYON FAMILY HOLDINGS LLP &
ISABELL SCOTT FAMILY LLP**

Legal Description
SECT-24 TWF-141 RANG-056
NE1/4
160.00 ACRES

ACRES: 160.00

	2009	2010	2011		2009	2010	2011
True And Full Value	81,100	89,200	93,700	Entity			
Taxable Value	4,055	4,460	4,685	State	4.06	4.46	4.69
				County	267.26	404.97	426.00
Net Taxable Value	4,055	4,460	4,685	City/Twp	145.98	159.00	168.6
Mill Levy	244.790	247.140	247.390	School 130	405.50	446.00	468.50
				COUNTY	19	62.61	79.39
				FIRE	7.22	8.43	8.39
				Consolidated Tax		1,102.25	1,159.03
				Specials			.00
				Special Int.			.00
				Total Tax and Specials			1,159.03
				Discount			57.95
				Net Tax due By Feb 15			1,101.08
				(IF PAID IN TWO INSTALLMENTS)			
				1st Half due Mar 01, 2012			579.52
				2nd Half due Oct 15, 2012			579.51

Penalty on 1st Installment & Specials

March 2..... 3%

May 1..... 6%

July 3..... 9%

October 16..... 12%

Penalty on 2nd Installment

October 16..... 6%

2011 TAX STATEMENT

WEIMER TOWNSHIP

BARNES COUNTY TREASURER

Receipt # 9918

Parcel Number: 42-2340400

PO BOX 653
VALLEY CITY ND 58072
701-845-8505

T-7

Taxpayer #24580
Multi Prcl# 24580

**RUNYON FAMILY HOLDINGS LLP &
ISABELL SCOTT FAMILY LLP**

Legal Description
SECT-23 TWF-141 RANG-056
SE1/4
160.00 ACRES

ACRES: 160.00

	2009	2010	2011		2009	2010	2011
True And Full Value	33,200	33,700	33,800	Entity			
Taxable Value	1,680	1,685	1,690	State	1.66	1.69	1.69
				County	150.35	153.00	153.96
Net Taxable Value	1,680	1,685	1,690	City/Twp	59.76	60.07	60.8
Mill Levy	244.790	247.140	247.390	School 130	166.00	168.50	169.00
				COUNTY	19	25.63	29.99
				FIRE	2.95	3.18	3.02
				Consolidated Tax		416.43	418.10
				Specials			.00
				Special Int.			.00
				Total Tax and Specials			418.10
				Discount			20.90
				Net Tax due By Feb 15			397.20
				(IF PAID IN TWO INSTALLMENTS)			
				1st Half due Mar 01, 2012			209.05
				2nd Half due Oct 15, 2012			209.05

Penalty on 1st Installment & Specials

March 2..... 3%

May 1..... 6%

July 3..... 9%

October 16..... 12%

Penalty on 2nd Installment

October 16..... 6%

EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT



2000 Main Avenue East
West Fargo, ND 58078-2210
Phone (701) 237-9173
Fax (701) 237-9976

24400 MN Hwy 22 South
Litchfield, MN 55355
Phone (320) 693-9371
Fax (320) 693-9373

www.steffesauctioneers.com

EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT

DATE: _____

Received of _____

Whose address is _____

SS# _____ Phone # _____ the sum of _____ in the form of _____
as earnest money and in part payment of the purchase of real estate sold by Auction and described as follows:

This property the undersigned has this day sold to the BUYER for the sum of _____ \$ _____

Earnest money hereinafter receipted for _____ \$ _____

Balance to be paid as follows In cash at closing _____ \$ _____

1. Said deposit to be placed in the Steffes Auctioneers, Inc. Trust Account until closing, BUYERS default, or otherwise as agreed in writing by BUYER and SELLER. By this deposit BUYER acknowledges purchase of the real estate subject to Terms and Conditions of this contract, subject to the Terms and Conditions of the Buyer's Prospectus, and agrees to close as provided herein and therein. BUYER acknowledges and agrees that the amount of deposit is reasonable; that the parties have endeavored to fix a deposit approximating SELLER'S damages upon BUYERS breach; that SELLER'S actual damages upon BUYER'S breach may be difficult or impossible to ascertain; that failure to close as provided in the above referenced documents will result in forfeiture of the deposit as liquidated damages; and that such forfeiture is a remedy in addition to SELLER'S other remedies.

2. Prior to closing SELLER at SELLER'S expense shall furnish BUYER an abstract updated to a current date showing good and marketable title. Zoning ordinances, building and use restrictions and reservations in federal patents and state deeds, existing tenancies, easements and public roads shall not be deemed encumbrances or defects.

3. If the SELLER'S title is not insurable or free of defects and cannot be made so within sixty (60) days after notice containing a written statement of defects is delivered to SELLER, then said earnest money shall be refunded and all rights of the BUYER terminated, except that BUYER may waive defects and elect to purchase. However, if said sale is approved by the SELLER and the SELLER'S title is marketable and the buyer for any reason fails, neglects, or refuses to complete purchase, and to make payment promptly as above set forth, then the SELLER shall be paid the earnest money so held in escrow as liquidated damages for such failure to consummate the purchase. Payment shall not constitute an election of remedies or prejudice SELLER'S rights to pursue any and all other remedies against BUYER, included, but not limited to specific performance. Time is of the essence for all covenants and conditions in this entire agreement.

4. Neither the SELLER nor SELLER'S AGENT make any representation of warranty whatsoever concerning the amount of real estate taxes or special assessments, which shall be assessed against the property subsequent to the date of purchase.

5. Minnesota Taxes: SELLER agrees to pay _____ of the real estate taxes and installment of special assessments due and payable in _____. BUYER agrees to pay _____ of the real estate taxes and installments and special assessments due and payable in _____. SELLER warrants taxes for _____ are _____ Homestead, _____ Non-Homestead. SELLER agrees to pay the Minnesota State Deed Tax.

6. North Dakota Taxes: _____

7. The property is to be conveyed by _____ deed, free and clear of all encumbrances except special assessments, existing tenancies, easements, reservations and restrictions of record.

8. Closing of the sale is to be on or before _____ Possession will be at closing.

9. This property is sold AS IS, WHERE IS, WITH ALL FAULTS. BUYER is responsible for inspection of the property prior to purchase for conditions including but not limited to water quality, seepage, septic and sewer operation and condition, radon gas, asbestos, presence of lead based paint, and any and all structural or environmental conditions that may affect the usability or value of the property.

10. The contract, together with the Terms and Conditions of the Buyer's Prospectus, contain the entire agreement and neither party has relied upon any oral or written representations, agreements, or understanding not set forth herein, whether made by agent or party hereto. This contract shall control with respect to any provisions that conflict with or are inconsistent with the Buyer's Prospectus or any announcements made at auction.

11. Other conditions: Subject to easements, reservations and restrictions of record, existing tenancies, public roads and matters that a survey may show. Seller and Seller's agent DO NOT MAKE ANY REPRESENTATIONS OR ANY WARRANTIES AS TO MINERAL RIGHTS, TOTAL ACREAGE, TILLABLE ACREAGE OR BOUNDARY LOCATION.

12. Any other conditions: _____

13. Steffes Auctioneers, Inc. stipulates they represent the SELLER in this transaction.

Buyer:

Seller:

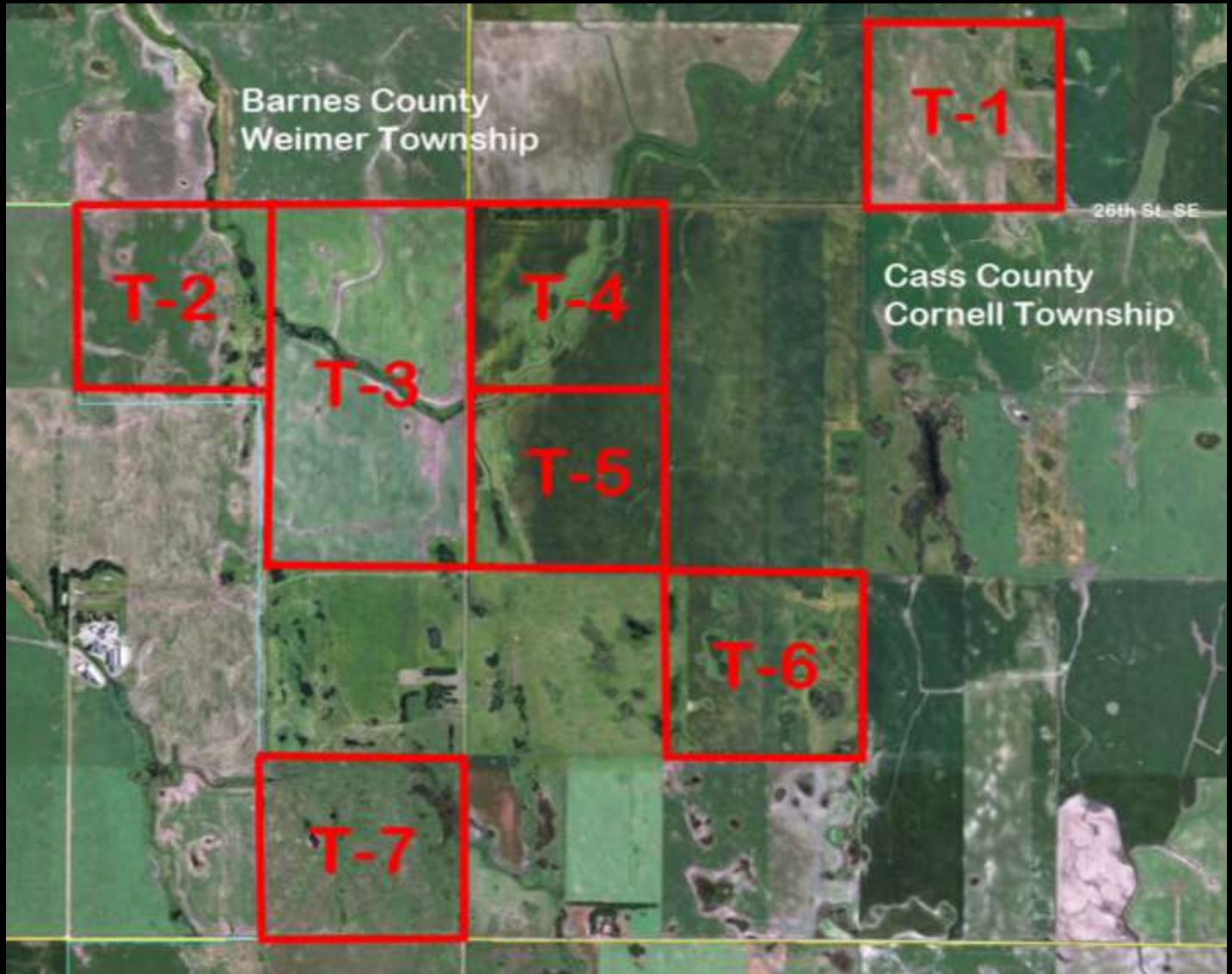
Steffes Auctioneers, Inc.

Seller's Address:

NOTES

MULTI-TRACT FARMLAND AUCTION

BARNES & CASS COUNTIES ND



RUNYON/SCOTT FAMILY LAND



STEFFES AUCTIONEERS REAL ESTATE MARKETING

2000 Main Avenue East, West Fargo, ND 58078-2210

(800) 726-8609 (701) 237-9173

Scott Steffes ND81—Brad Olstad ND319—Bob Steffes ND80

www.steffesauctioneers.com