



FARMLAND AUCTION!

Friday, Feb. 9, 2024 at 10:30 AM

Stacyville Community Center,
603 N. Broad Street, Stacyville, Iowa

80.0 Gross Acres

71.25 Tillable; 5.0 CRP Acres

Outright Possession available for 2024

LIVE AUCTION + ONLINE BIDDING

In-person sale in Stacyville with online bidding available

Monicken Farm

SOUTH HALF OF THE NORTHEAST QUARTER (S
1/2 NE FR 1/4), SECTION 6-T99N-R16W,
MITCHELL COUNTY, IOWA

*For questions and more information, please contact Auctioneer Frank Fox or
Closing Broker Fred Greder*



Closing Broker Fred Greder

ph: 641-424-6983 · cell: 641-425-0080

www.benchmarkagribusiness.com · email: fred@benchmarkagribusiness.com

Licensed Real Estate Broker in the State of Iowa



Auctioneer Frank Fox

641-420-3243

foxauctioncompany.com

SPECIAL PROVISIONS:

- 1) Closing date is negotiable.
- 2) Selling subject to the current cash rent lease on the tillable acres for the 2023 crop season through February 29, 2024. Seller keeps all of the 2023 rent.
- 3) Outright possession is available for the 2024 growing season.
- 4) Earnest money deposit 10% of sale price.
- 5) The seller will provide an abstract at the seller's expense.
- 6) The boundaries of the property being sold are assumed to coincide with the existing fences and right-of-way lines. Any surveying expenses will be at the buyer's expense. The sellers do not guarantee or warrant the occupation lines coincide with the survey lines.
- 7) The Buyer(s) must assume the CRP contracts or otherwise be responsible for any termination penalties as a result of improper maintenance practices and/or deciding to remove the land from the CRP after taking possession. The seller will receive 100% of the annual CRP payment payable on October 1st, 2023. The buyer will receive 100% of the annual CRP payments in all subsequent years.
- 8) This sale is not subject to financing.
- 9) The cropland has been enrolled in the ARC program for the 2023 growing season. It will be the buyer's responsibility to provide the FSA office in their control County a copy of the recorded deed to authorize the FSA to assign the program contract, allotted bases and existing CRP contracts to the buyers.
- 10) The real estate may be acquired or sold as replacement property as part of a tax deferred exchange as defined in Internal Revenue Code Section 1031.
- 11) Real Estate taxes will be pro-rated to date of closing. Unpaid special assessment to be paid by the seller. The semi-annual installment due September 30, 2023 will be paid by the seller. It will be the buyer's responsibility to pay all other subsequent semi-annual payments.
- 12) If a buyer wants to get on the property prior to the closing for fencing, excavation, demolition, etc., **ANY ACTIVITY WILL BE DONE AT THE PROSPECTIVE BUYER'S OWN RISK.** If the buyer wants to perform any fall tillage and fertilizer application after harvest, the buyer must get the current tenant's permission.
- 13) A restriction will be placed on the deed to prohibit any future livestock production on this property. This applies to operations of all sizes.

Property Description

SIZE – 80.0 Gross Acres - bare cropland

**LEGAL DESCRIPTION – South half Northeast fractional quarter
(S ½ NE fr ¼) Section 6-T99N-R16W, Mitchell County**

REAL ESTATE TAXES - \$2,640.00

TILLABLE ACRES – 76.25 acres with crop history which includes 71.25 planted acres, 5.0 Acres in Conservation Reserve Program (CRP); \$95.00 CRP annual payment on 0.3 acres; expires 2023 in CP 8A grass waterway program; \$338.00 CRP annual payment on 0.9 acres; expires 2026 in CP 8A grass waterway program; \$1,152.00 CRP annual payment on 3.8 acres; expires 2026 in CP - #33 Habitat Buffers for Upland Birds

CSR2 ave. – 85.1

**DRAINAGE – FSA Form 156EZ says “ Tract does not contain a wetland.”
See attached tile maps.**

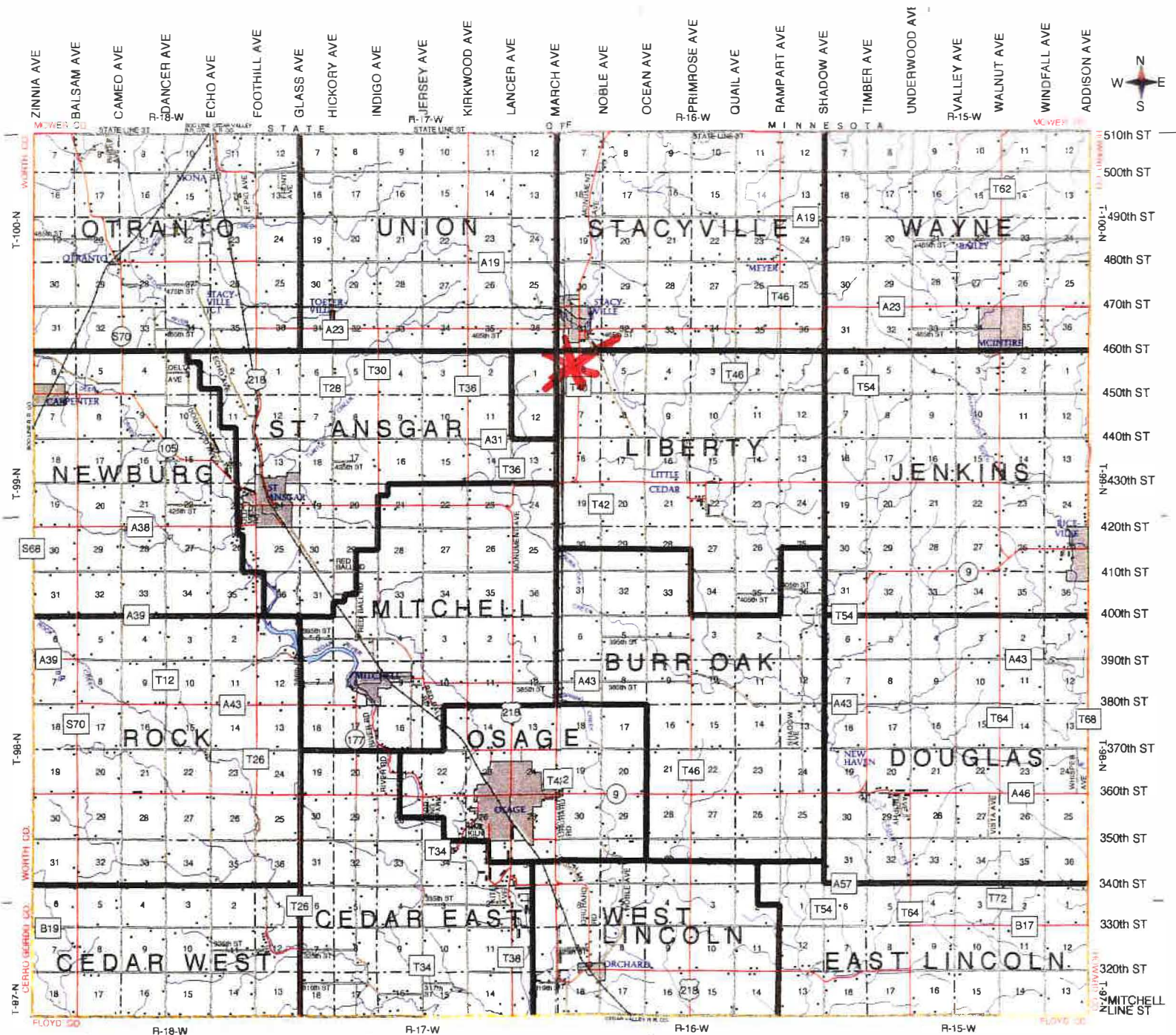
BUILDING IMPROVEMENTS – None

MINERAL RIGHTS – All of the mineral rights go with the farm.

**POSSESSION - Outright possession available for the 2024 growing season.
The 2023 lease was terminated.**

**EASEMENTS - 1) Turtle Creek Wind Farm Neighbor Easement. Most recent
Quarterly payment - \$429.26
2) Stacyville wastewater treatment lagoon buried pipeline**

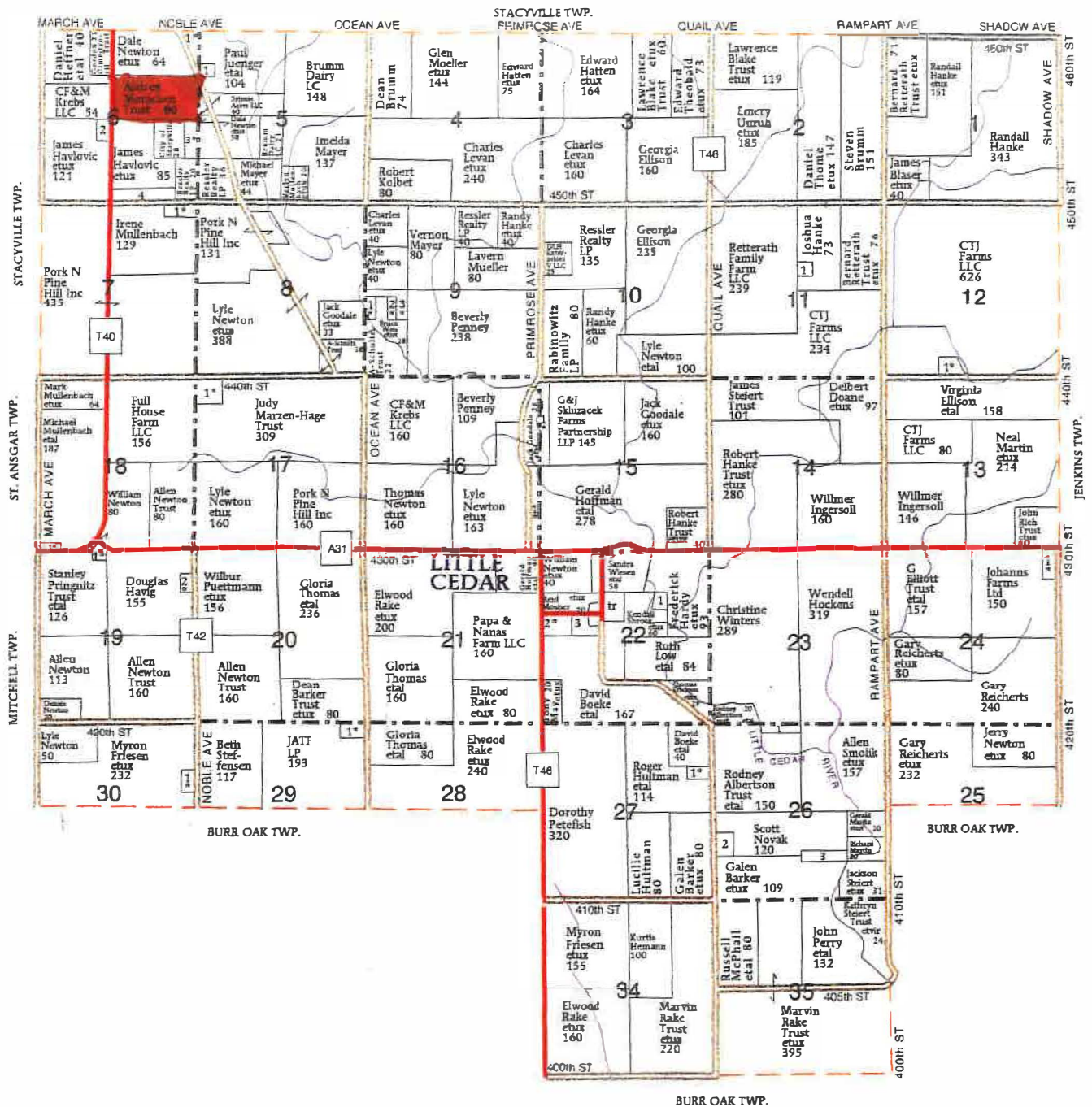
Mitchell County, Iowa



T-99-N

LIBERTY PLAT
(Landowners)

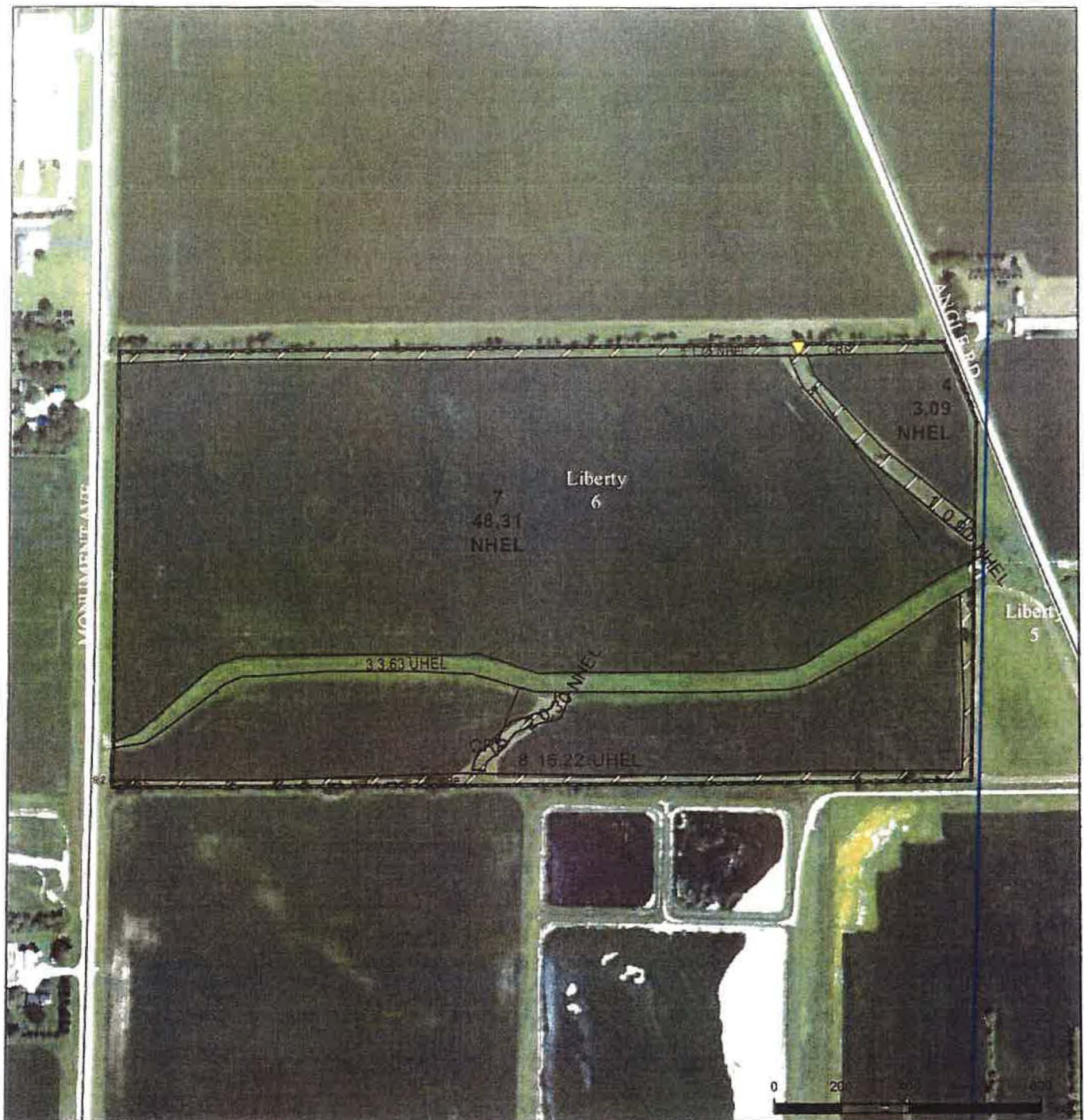
R-16-W





United States
Department of
Agriculture

Mitchell County, Iowa



Legend

- Non-Cropland
- CRP
- Iowa PLSS
- Wetland Determinations
- Iowa Roads
- Restricted Use
- Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

Tract Cropland Total: 76.25 acres

2022 Program Year

Map Created May 16, 2022

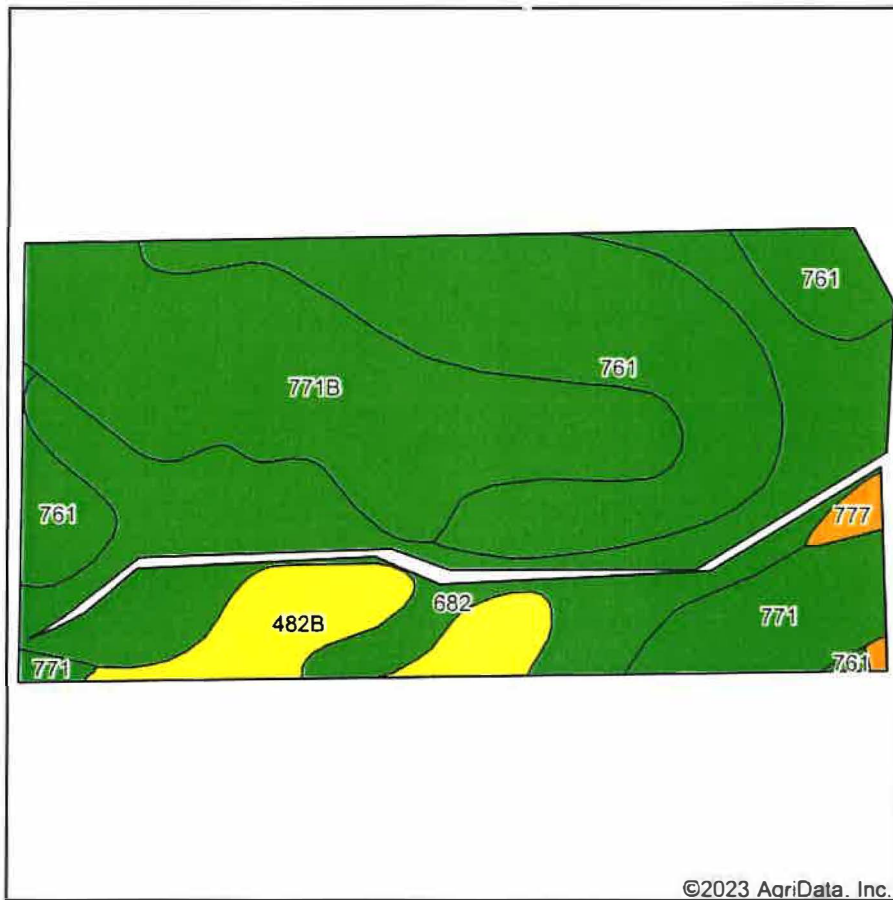
Farm 3414

Tract 670

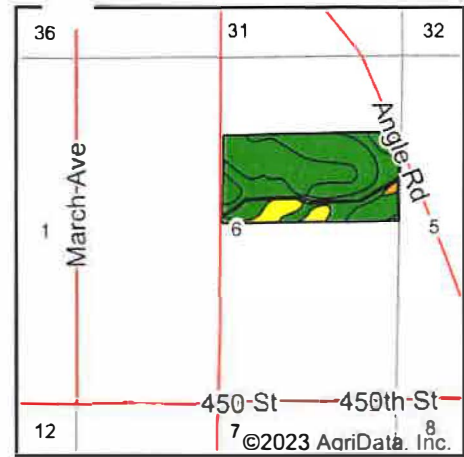
United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

USDA is an equal opportunity provider, employer, and lender.

Soils Map



Soils data provided by USDA and NRCS.



State: **Iowa**
 County: **Mitchell**
 Location: **6-99N-16W**
 Township: **Liberty**
 Acres: **76.25**
 Date: **4/18/2023**



Area Symbol: 1A131, Soil Area Version: 28									
Code	Soil Description	Acres	Percent of field	CSR2 Legend	Non-Irr Class *c	*i Corn Bu	*i Soybeans Bu	CSR2**	CSR
761	Franklin silt loam, 1 to 3 percent slopes	22.29	29.2%		Iw	224.0	65.0	85	83
682	Maxfield silt loam, 0 to 2 percent slopes	22.04	28.9%		IIw			83	
771B	Waubeek silt loam, 2 to 5 percent slopes	20.44	26.8%		Ile	219.2	63.6	89	83
482B	Racine loam, 2 to 5 percent slopes	5.63	7.4%		Ile	212.8	61.7	76	78
771	Waubeek silt loam, 0 to 2 percent slopes	5.13	6.7%		I	227.2	65.9	93	88
777	Wapsie loam, 0 to 2 percent slopes	0.60	0.8%		Ils	80.0	23.2	55	58
1152	Marshan clay loam, 0 to 2 percent slopes, rarely flooded	0.12	0.2%		IIw	80.0	23.2	54	66
Weighted Average					1.64	156	45.3	85.1	*-

**IA has updated the CSR values for each county to CSR2.

*- CSR weighted average cannot be calculated on the current soils data, use prior data version for csr values.

*i Yield data provided by the ISPAID Database version 8.1.1 developed by IA State University.

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

IOWA
MITCHELL
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 3414

Prepared : 4/13/23 3:29 PM CST

Crop Year : 2023

See Page 2 for non-discriminatory Statements

Abbreviated 156 Farm Record

Operator Name :
CRP Contract Number(s) : 10113A, 11262, 11346
Recon ID : None
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
76.25	76.25	76.25	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	71.25		0.00		5.00	0.00	0.00	0.00

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	57.10	0.00	146	
Soybeans	13.60	0.00	46	
TOTAL	70.70	0.00		

NOTES

Tract Number : 670
Description : NE1/4 S6-99-16 LIBERTY
FSA Physical Location : IOWA/MITCHELL
ANSI Physical Location : IOWA/MITCHELL
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : AUDREY A MONICKEN REVOCABLE TRUST
Other Producers :
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
76.25	76.25	76.25	0.00	0.00	0.00	0.00	0.0

IOWA
MITCHELL
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 3414
Prepared : 4/13/23 3:29 PM CST
Crop Year : 2023

Tract 670 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	71.25	0.00	5.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	57.10	0.00	146
Soybeans	13.60	0.00	46
TOTAL	70.70	0.00	

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2800 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at https://www.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.infolake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

CRP-1 (07-06-20)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION 19 131	2. SIGN-UP NUMBER 48
CONSERVATION RESERVE PROGRAM CONTRACT		3. CONTRACT NUMBER 11262A	4. ACRES FOR ENROLLMENT 0.90
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) MITCHELL COUNTY FARM SERVICE AGENCY 1525 MAIN ST OSAGE, IA50461-1824		6. TRACT NUMBER 670	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 05-01-2016 TO: (MM-DD-YYYY) 09-30-2026
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (641) 732-3735		8. SIGNUP TYPE: Continuous	
<i>THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the 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 receipt of a copy of the Appendix/Appendices for the applicable contract period. 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 PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.</i>			
9A. Rental Rate Per Acre \$ 375.60		10. Identification of CRP Land (See Page 2 for additional space)	
9B. Annual Contract Payment \$ 338.00	A. Tract No. 670	B. Field No. 1	C. Practice No. CP8A
9C. First Year Payment \$	D. Acres 0.90	E. Total Estimated Cost-Share \$ 113.00	
(Item 9C is applicable only when the first year payment is prorated.)			
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)			
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE 100.00 %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) <small>AUDREY A. MONICKER, REVOCABLE TRUST 1 ANDREA MONICKER 9033 N GREENVALE RD BAYSIDE, WI53217-1840</small>	(2) SHARE 0.00 %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.			
Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.			

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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CRP-1 (07-06-20)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION 19 131	2. SIGN-UP NUMBER 48
CONSERVATION RESERVE PROGRAM CONTRACT		3. CONTRACT NUMBER 11346A	4. ACRES FOR ENROLLMENT 3.80
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) MITCHELL COUNTY FARM SERVICE AGENCY 1525 MAIN ST OSAGE, IA50461-1824		6. TRACT NUMBER 670	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2016 TO: (MM-DD-YYYY) 09-30-2026
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (641) 732-3735		8. SIGNUP TYPE: Continuous	

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9A. Rental Rate Per Acre	\$ 303.04	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 1,152.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	670	5	CP33	1.78	\$ 493.00
(Item 9C is applicable only when the first year payment is prorated.)		670	6	CP33	2.02	\$ 560.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
7 AUDREY A MONICKEN REVOCABLE TRUST VANDREA MONICKEN 9033 N GREENVALE RD BAYSIDE, WI53217-1840	100.00 %			
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
	0.00 %			
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
	%			
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CRP-1 (07-06-20)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	
CONSERVATION RESERVE PROGRAM CONTRACT		1. ST. & CO. CODE & ADMIN. LOCATION 19 131	2. SIGN-UP NUMBER 44
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) MITCHELL COUNTY FARM SERVICE AGENCY 1525 MAIN ST OSAGE, IA50461-1824		3. CONTRACT NUMBER 10113B	4. ACRES FOR ENROLLMENT 0.30
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (641) 732-3735		6. TRACT NUMBER 670	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2013 TO: (MM-DD-YYYY) 09-30-2023
		8. SIGNUP TYPE: Continuous	
<p><i>THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the 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 receipt of a copy of the Appendix/Appendices for the applicable contract period. 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 PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.</i></p>			
9A. Rental Rate Per Acre	\$ 315.60	10. Identification of CRP Land (See Page 2 for additional space)	
9B. Annual Contract Payment	\$ 95.00	A. Tract No.	B. Field No.
9C. First Year Payment	\$	670	0002
(Item 9C is applicable only when the first year payment is prorated.)		C. Practice No.	D. Acres
		CP8A	0.30
		E. Total Estimated Cost-Share	\$ 38.00
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)			
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE 100.00 %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) <small>AUDREY A MONICKEN REVOCABLE TRUST ANDREA MONICKEN 9033 N GREENVALE RD WATSON, WI53217-1840</small>	(2) SHARE 0.00 %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY
12. CCC USE ONLY A. SIGNATURE OF CCC REPRESENTATIVE			B. DATE (MM-DD-YYYY)

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

fly farm

main
↓

70' spacings

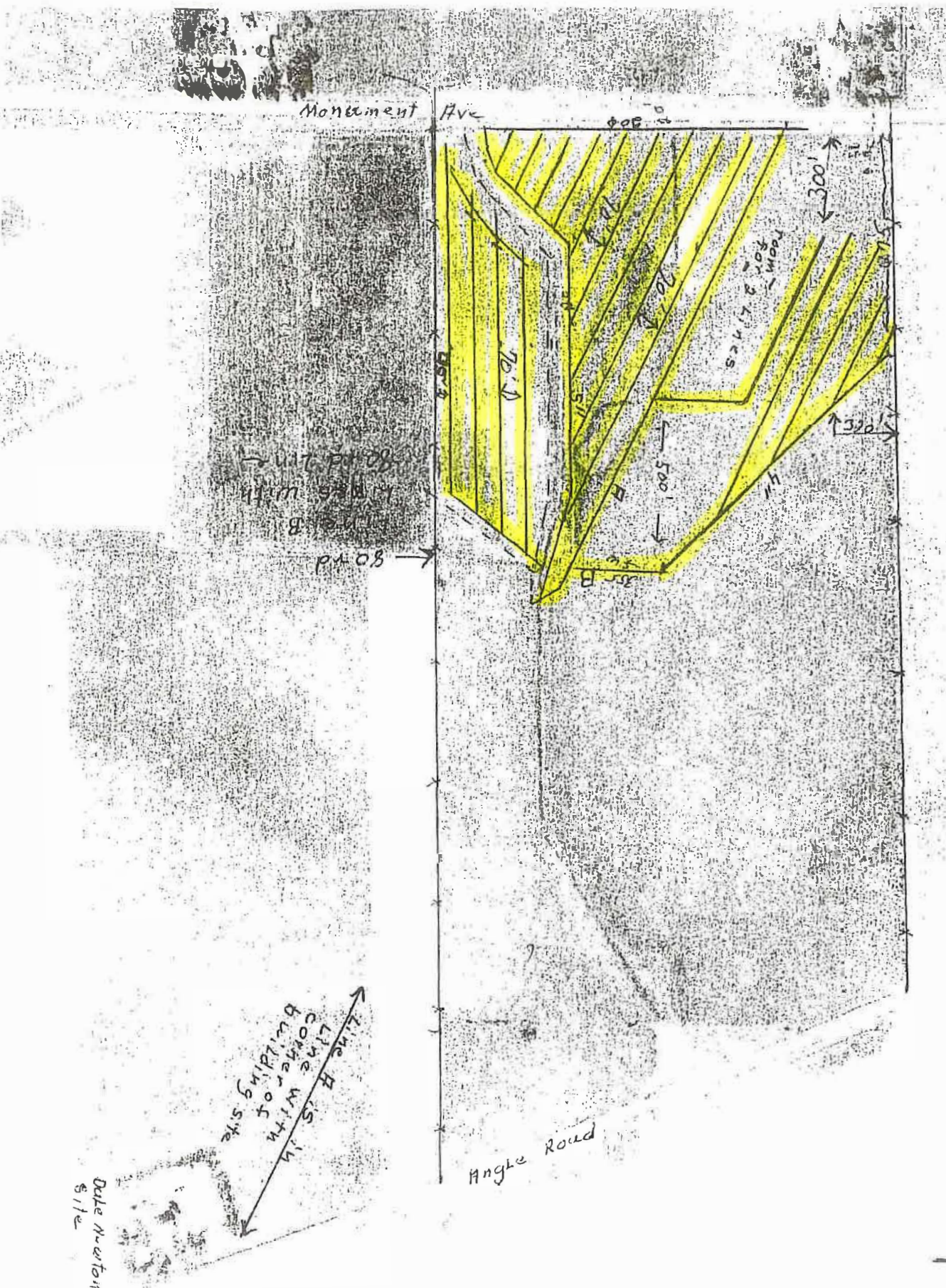
outlet

X = previously
tiled



Johanns Filing

New Haven, Iowa



= New Tile

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

Audrey A. Monicken

hereinafter referred to as GRANTOR, by City of Stacyville, Iowa
hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove

a pipeline for the transmission of sewage together with related valves, pumps and
other equipment necessary for the proper and efficient operation of the line.

over, across, and through the land of the GRANTOR situate in Mitchell County,

State of Iowa, said land being described as follows:

Per Exhibit A, attached

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be per Exhibit A feet in width, the center line of which is described as follows:

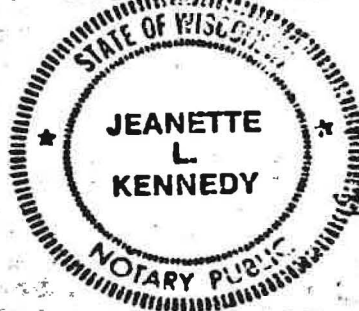
Per Exhibit A, attached. The construction easements granted herein shall be
cancelled upon initial completion of the project.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 19 day of April

19 89

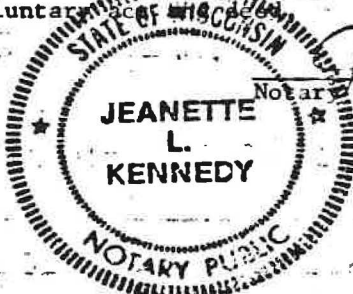


Audrey Monicken (SEAL)
Audrey Monicken

Jeanette L. Kennedy (SEAL)
Jeanette L. Kennedy

STATE OF Wisconsin
COUNTY OF Dane

On this 19 day of April, 1989, before me, the undersigned,
a Notary Public in and for the State of Wisconsin, personally
appeared Audrey A. Monicken to me known to be the identical person named in and
who executed the foregoing instrument, and acknowledged that she executed the
same as her voluntary act and deed.



Matthew X Kennedy
Notary Public in and for the State of Wisconsin

Exhibit A

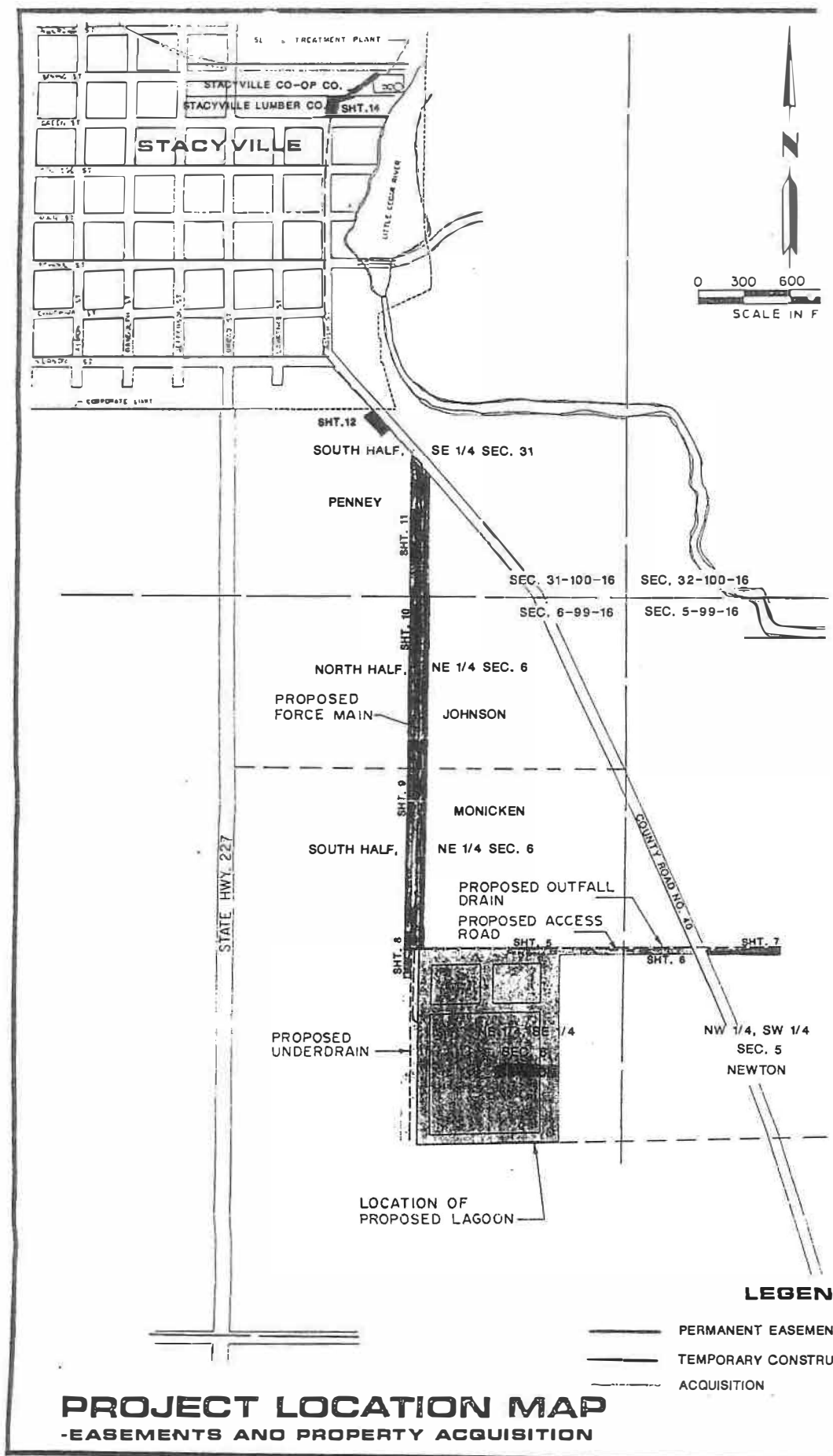
A 30.00 foot wide permanent easement and a 60.00 foot wide temporary construction easement for utility purposes over, under and across part of the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Six (6), Township Ninety-nine (99) North, Range Sixteen (16) West, Mitchell County, Iowa. The centerline of said easements described as follows:

Commencing at the southeast corner of said Northeast Quarter (NE $\frac{1}{4}$); thence westerly on an assumed azimuth from north of 268 degrees 07 minutes 04 seconds along the south line of said Northeast Quarter (NE $\frac{1}{4}$) 1306.33 feet to the point of beginning; thence northerly 00 degrees 05 minutes 51 seconds azimuth 1310.71 feet to the north line of said South Half (S $\frac{1}{2}$) and said centerline there terminating.

Said permanent easement contains 0.90 acres more or less.

1126

Filed for Record APR 26 1989 STATE OF IOWA, MITCHELL COUNTY
At 8:00 A.M. \$15.00 / Fee Zola Naig Recorder
Book 64 - MISC. Page 397 - 399 Zola Naig Deputy



Number: 2018 1962
BK: 2018 PG: 1962
Recorded: 9/5/2018 at 10:36:28.0 AM
Rec Amt: \$47.00
Revenue Tax:
Pat Skuster RECORDER
Mitchell County, Iowa

MEMORANDUM OF WIND FARM NEIGHBOR EASEMENT AGREEMENT
THE IOWA STATE BAR ASSOCIATION
Official Form No. 101
Recorder's Cover Sheet

Preparer Information: Jennifer Goodwillie, Esq.
808 Travis, Suite 700
Houston, Texas 77002
713/265-0350

Taxpayer Information: Turtle Creek Wind Farm LLC
808 Travis, Suite 700
Houston, Texas 77002
713/265-0350

Return Document To: Shannon Hill
Stewart Title – NTS
1980 Post Oak Blvd., Suite 610
Houston, Texas 77056

Owner/Grantors: Audrey A. Monicken as Trustee of the Audrey A. Monicken
Revocable Trust

Grantees: Turtle Creek Wind Farm LLC

Legal Description: See Page 9

**Document or instrument
number of previously
recorded documents:** None

EXHIBIT B PAYMENT SCHEDULE

Signing Fee

Within thirty (30) days after the Effective Date, Grantee shall pay to Owner, as a signing fee, the sum equal to the greater of (i) \$7.50 per acre of Owner's Property that is subject to this Easement Agreement or (ii) \$1,000.00.

Annual Payments for Easements and Other Agreements

For each Extended Term Year, Grantee shall pay Owner annual payments equal to \$15.00 per acre of the Owner's Property (the "**Acreage Payment**") and \$1,000.00 per occupied residence located on the Owner's Property (the "**Occupied Residence Payment**") (collectively, the "**Annual Payment**"). Annual Payments shall continue until the earlier to occur of (a) the expiration of the Term, (b) termination by Grantee as described in the Easement Agreement, or (c) the date the Wind Farm ceases operations. The Annual Payments shall be paid quarterly in arrears no later than forty-five (45) days after the end of a calendar quarter and shall be prorated based upon the number of days in the quarter for which payments are due. As used herein, the term "**Extended Term Year**" refers to any calendar year that occurs during an Extended Term. Under no circumstances shall Grantee's Annual Payments to Owner be less than \$500.00. "**Occupied Residence**" shall mean a residence occupied by Owner or Owner's tenant no less than two consecutive weeks during the twelve month period preceding the Effective Date and during the twelve month period preceding the Commencement of Construction. The Occupied Residence Payment shall cease if such residence is demolished or remains unoccupied by Owner or Owner's tenants for more than twelve consecutive months. "**Commencement of Construction**" shall mean when Grantee commences grading and groundwork for (a) one or more roads on the Wind Farm Property (excluding any widening of public roads or any work on private roads existing prior to Commencement of Construction) or (b) the first foundation for Generating Units on the Wind Farm Property.

CPI Increase

The amount of the Annual Payment shall be increased by the U.S. Department of Labor National Urban Consumer Price Index ("**CPI**") or some other similar index selected by Grantee, if the CPI is no longer available (the applicable index is herein called the "**Index**"), each year with a minimum of two percent increase each calendar year, compounded, using the Index on June 30, 2009, as the base period commencing on the first calendar year after the Effective Date. The Index calculation shall be made annually on each January 1 thereafter.

This information has been gathered from reliable sources but, Benchmark Agribusiness, Inc. does not guarantee the accuracy. All prospective buyers should do their own research and independently verify any information on which they are going to base their decision to buy.

This property is being sold "AS IS." The property is being sold subject to any easements including road, drainage, utility or other easements of record or pending. The sellers do not warranty or guarantee that existing fences coincide exactly with the rectangular survey lines. Any new fencing, if applicable, will be the responsibility of the purchaser pursuant to Iowa statutes.

Benchmark Agribusiness, Inc. is an agent for the Seller.