

The Terms & Conditions of Lease are set forth upon this page in this Property Information Packet. The information set forth is believed to be accurate. However, the owner of the properties and High Point Land Company make no warranties or guarantees 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 or UPDATED AUCTION DAY TERMS ONLINE TAKE PRECEDENCE OVER PREVIOUSLY ADVERTISED INFORMATION**. High Point Land Company LLC and its employees act as agents for the sellers. Auctions are with reserves, minimum bids, or subject to seller acceptance or rejections unless otherwise advertised as "Absolute Auction selling/Leasing without Reserve" Only the top bidder will be contacted as to the status of her/his bid. Information provided by the seller and or obtained by High Point Land Company LLC is deemed reliable and correct however all property is sold/leased as is, where is and all buyer or sellers agree to hold harmless High Point Land Company LLC and our employees for any errors or omissions regarding anything being sold. Prospective buyers are advised to consult with an attorney of their choice with respect to the purchase or lease of any real property including but not limited to, seeking legal advice from their own attorney regarding disclosures and disclaimers set forth below.

#### **TERMS AND CONDITIONS**

- Seller may reject any or all bids.
- Seller has assigned the right to lease this land to a High Point Land Company Farm Manager or Real Estate Agent..
- The auction sale is for registered bidders & their guests. All bidding is open to the public & the property is offered for sale to qualified purchasers without regard to race, sex, color, national origin, religion, familial status, or disability.

**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 based auctioneer's or online timed bidding platform discretion or timer.**

**• Lease is for Crop years 2026, 2027, 2028. Lease shall start when signed Spring of 2026 and end when crop are removed in year 2028 or Dec, 1st 2028. Lease termination notification shall not be required at the end of the lease by landlord or farm manager. Lease shall end when lease date expires unless otherwise agree upon my tenant and farm manager in writing.**

**EASEMENTS** The property is to be leased is subject to any restrictive covenants or easements of record including hunting, wind, solar, or other access requirements.

**BUYER'S PREMIUM** This sale does not include a buyer's premium.

**RENTAL AGREEMENT** The successful bidder(s) will be required to sign a lease agreement at the close of the real estate auction or within 24 hours with auction agent or electronically. Lease Agreement and other documents are found on the website listing for bidders review.

**ONLINE BIDDING** You acknowledge that the internet or data connection may be unreliable and subject to network error. High Point Land Company LLC will not guarantee that bids placed online will be transmitted to or received by auctioneer in a timely fashion. You agree to hold High Point Land Company and its employees harmless for any interruptions in online bidding. At the sole discretion of the company or auctioneer the auction may be suspended, postponed, or canceled if the internet service is unstable and interrupts any live or online auction. The auctioneer has the sole discretion to accept or reject any bid. High Point Land Company LLC retains the right at our sole discretion to add, delete or change some or all of our online auctions or services and the terms or conditions governing our online auctions at any time without notice.

**ENVIRONMENTAL DISCLAIMER** The seller, broker & 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.

**PROPERTY LEASED WITHOUT WARRANTY** All dimensions & descriptions are approximations only based upon the best information available & 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 LEASED AS IS & without any warranties or representations, express or implied. Bidders shall rely solely on their own judgment, research, legal counsel, and tax advisors when purchasing this real estate.

**LEASE-** The farm is being offered for a lease term 3 years - 2026, 2027 and 2028. The lease shall be a base rent paid to High Point Land Company within 5 days for the 2026 season. Base rent to be paid March 1st of each year after as well as include an accelerator based on the corn price average at two local grain markets calculated based on the average price of May and Oct. In the event there is an accelerator payment due to land owner that shall be paid Dec 1st of each year. Please see the accelerator document on the website listing.

**POSSESSION** Possession will be upon successful lease signing unless otherwise agreed to in writing and agreeable by buyer and seller.

**SELLER'S PERFORMANCE** The seller has agreed to the terms of the auction as published. However, the broker and auctioneer make no warranties or guarantees as to the seller's performance. Seller reserves the right in care of their farm manager to deny the high bid for any reason.

**MINERAL RIGHTS** All mineral rights, if any, held by seller will be transferred upon closing. However, the Seller does not warrant the amount or adequacy of the mineral rights.

#### **BIDDING PROCEDURE**

As a buyer you have two objectives to accomplish:

1. Leasing the property
2. Leasing 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, 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.

**AVOID OVER & 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.

**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.

#### ***Marketing Communications & Media Release.***

By registering to participate in this auction, you expressly consent to receive future marketing and promotional communications from High Point Land Company and its affiliates, including but not limited to communications delivered via telephone calls, text messages (SMS/MMS), and email, regarding properties, auctions, and related services. You understand that consent is not a condition of purchase and that you may opt out of such communications at any time by following the unsubscribe or opt-out instructions provided.

Additionally, you acknowledge and agree that High Point Land Company and its affiliates may photograph, record, or capture your likeness, voice, or image during auction events. You grant permission for such media to be used for marketing, advertising, and promotional purposes without compensation. You further agree to release, indemnify, and hold harmless High Point Land Company and its affiliates from any claims, demands, or liability arising out of or related to the use of such photographs, video, or recordings.