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 ONLINE 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 chosen 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.*
- *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.*

- ***Lease is for Crop years 2026 only. Lease shall start March 1 and end when crops are removed in 2026 or Dec, 1st 2026. Lease termination notification shall not be required at the end of the lease by the landlord or farm manager. Lease shall end when lease date expires unless otherwise agreed upon by my tenant and farm manager in writing.***

EASEMENTS *The property 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 bid or lease* ***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 of bid due date with the agent or electronically. Lease Agreement and other documents are found on the website listing for bidders review.*

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 of 1 year; 2026, only. The lease shall be a base rent/acres (tillable) paid to the landlord in 2 equal installments of May 1st and October 1st 2026.*

POSSESSION *Possession will be upon successful lease signing unless otherwise agreed to in writing and agreeable by buyer and seller which may include fall of 2025 to allow tenant to soil sample or prepare fields for spring of 2026, if agreed to in writing in advance by landlord.*

SELLER'S PERFORMANCE *The seller has agreed to the terms of the bid process as published., the broker and* *agent 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 the 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 lease is not subject to financing.