

DISTRICT OF MINNESOTA

In re:

Richard Solberg dba Solberg Farms

BKY No: 17-60495

Debtors.

**NOTICE OF HEARING AND MOTION FOR SALE OF FARMLAND
PURSUANT TO 11 U.S.C. SEC. 363(f)**

TO: All creditors and other entities specified in Local Rule 9013-3.

1. The Debtor, Richard Solberg, dba Solberg Farms, by and through his Attorney, Kevin T. Duffy, Esq., of the law firm Duffy Law Office, moves the Court for the relief requested below and gives notice of hearing.

2. The Court will hold a hearing on this motion at 10:30 a.m. on September 26, 2017 at Courtroom No. 2, at the United States Courthouse at 118 South Mill Street, in Fergus Falls, Minnesota.

3. Any response to this motion must be filed and served not later than September 24, 2017 which is five days before the time set for the hearing (including Saturdays, Sundays, and holidays). UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Fed.R.Bankr.P. 4001(a)(1) and Local Rule 2002(c)(1) and 11 USC §363(f). This proceeding is a core proceeding. The Petition commencing this chapter 11 case was filed on the August 11, 2017. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 363(c)(2) and (f), Fed. R. Bankr.P.4001 and Local Rule 6004-1. This motion is also filed under Fed. R.Bankr.P. 9014 and Local

Rules 9013-1 and 9013-2. The Debtor requests relief with respect to the Court entering an order after a hearing authorizing him to sell 264 acres of farm real estate in Roseau County, Minnesota to the Nancy Toth Estate in accordance with the purchase agreement attached hereto and incorporated herein as part of this motion by reference as exhibit "A".

6. The Debtor is a small grain farmer who essentially farms in Roseau County as well as some land in Lake of the Woods County. The Debtor operates his farm known as Solberg Farms as a sole proprietor. The Debtor has approximately \$3,982,500.00 worth of farmland that he owns at this time. That would include the land to be sold to the Toth Estate. AXA Equitable has a first mortgage position is approximately \$2,000,000.00 and, therefore, there is an additional \$1,982,500 left to be applied to the second mortgage held by Bremer. The Debtor is farming close to 7000 acres in northwestern Minnesota. The vast majority of the land is planted in soybeans with several hundred acres of barley and canola. According to the Debtors' schedules, he values his 2017 crop at approximately \$2,335,000.00.

The debtor and his counsel had been contact with counsel for AXA Equitable and Bremer Bank and it is their understanding that neither one of these creditors is opposed to the sale outlined in exhibit "A" attached hereto. Attached hereto and incorporated herein as part of this motion by reference as exhibit "B" is a copy of the real estate tax statement covering the land to be sold to the top of the State. The court to see from reviewing this real estate tax statement that the tax assessed value on this property is \$213,400 and the sale price is almost \$150,000 higher than the tax assessed value. The bottom line here is that it the Toth Estate is paying \$1350 per acre for this real estate. Clearly, this is a premium price that is being paid by the Toth estate to the debtor and the debtor does not want to lose this opportunity. The other important point to note here is that not only is the debtor receiving a premium price for the farmland to be sold to the Toth Estate, he also has an agreement worked out with the Toth Estate whereby he will have the right to rent the land back for ten years after the sale is completed.. In this way, the debtor's receiving

the best of both worlds. He is receiving a premium price of land and then not losing the land from his crop rotation with the right to farm the land for the next ten years.

7. As far as the debtor is concerned, the sale of the farmland to the Toth Estate is not going to benefit any one particular creditor over another. AXA Equitable is going to be paid down on its mortgage note and one could argue that AXA is benefiting because it's debt is being reduced. However, it is the belief of the debtor that he and all the creditors of his estate will all be benefited because the debtor's underlying debt is going to be reduced and this will improve his cash flow.

8. The debtor and his counsel acknowledged that this request for approval of the land sale to the Toth Estate is being made before the debtor has supplied the creditors in this case with a disclosure statement. However, it is a belief of the debtor and his counsel that this case is essentially an oversize chapter 12 proceeding. The only reason that this case is in Chapter 11 is because of the debt limitations for a Chapter 12. The small number of secured creditors in this case know and understand the debtor's farm business and, therefore, there are no surprises when it comes to the overall assets and underlying debt that the debtor is dealing with in this case.

WHEREFORE, the Debtor, Richard A. Solberg, moves the Court for an order granting his Motion to sell farmland to the Toth Estate in accordance with exhibit "A" attached hereto. The net proceeds from the sale should be applied to the underlying first mortgage note that AXA Equitable has on the farmland. . The Debtor moves the Court for such other and further relief as to the Court may seem just and equitable.

Dated: September 8, 2017

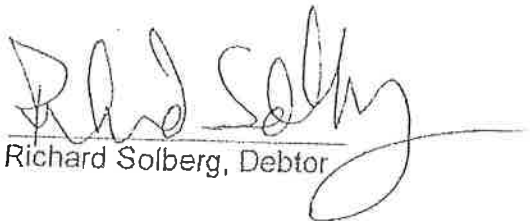
/s/ Kevin T. Duffy
Kevin T. Duffy
Attorney for Debtor
P.O. Box 715
Thief River Falls, MN 56701
(218) 681-8524
Attorney ID 134-600

Verification

I, Richard A. Solberg, the debtor named in the foregoing Notice of Hearing and Motion for Sale of Farmland, Memorandum and Proposed Order, declare under penalty of perjury, that the foregoing is true and correct according to the best of my knowledge, information and belief.

Executed on: 9/8/2017

Signed:


Richard Solberg, Debtor

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

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1. Date 06/28/2017

2. Page 1 of _____

3. BUYER (S): NANCY TOTH ESTATE

4. _____

5. Buyer's earnest money in the amount of FIVE THOUSAND AND NO/100-----

6. Five Thousand Dollars (\$ 5,000.00) shall

7. be delivered to listing broker no later than two (2) Business Days after Final Acceptance Date of this Purchase
8. Agreement. Buyer and Seller agree that listing broker shall deposit any earnest money in the listing broker's trust
9. account within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase
10. Agreement, whichever is later.

11. Said earnest money is part payment for the purchase of the property located at

12. Street Address: Rural Route

13. City of _____, County of Roseau State of Minnesota, legally

14. described as

15. PID # 07.0027700 264.70 ACRES W1/2 SW, E1/2 SE, NE SW LESS S 330 FT OF E
16. 1220 FT, W 100 FT OF SE SW, NW SE LESS S 330 FT OF W 240 FT. SW SE LESS W
240 FT; SECTION 14 TOWNSHIP 163 RANGE 41

17. including all fixtures, if any, AND ☐ INCLUDING ☐ EXCLUDING the following personal property, if any, which shall
(Check one.)

18. be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

19. _____

20. _____

21. _____

22. _____ (collectively the "Property"),

23. all of which Property Seller has this day agreed to sell to Buyer for the sum of (\$ 357,345.00)

24. (264.0 ACRES AT \$1350 PER ACRE)

25. Three Hundred Fifty-Seven Thousand Three Hundred Forty-Five Dollars,

26. which Buyer agrees to pay in the following manner:

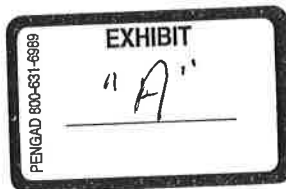
27. 1. **CASH** of _____ percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest
28. money; PLUS

29. 2. **FINANCING** of _____ percent (%) of the sale price, which will be the total amount secured against this
30. Property to fund this purchase.

31. Such financing shall be: (Check one.) ☒ a first mortgage; ☐ a contract for deed; or ☐ a first mortgage with
32. subordinate financing, as described in the attached Addendum:

33. ☒ Conventional ☐ FHA ☐ DVA ☐ Assumption ☐ Contract for Deed.
(Check all that apply.)

34. The date of closing shall be JULY 21, 20 17.



**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

35. Page 2 Date 06/28/2017

36. Property located at Rural Route

37. **SALE OF BUYER'S PROPERTY CONTINGENCY:** (Check one.)

38. ☐ 1. This Purchase Agreement is subject to an Addendum to *Purchase Agreement: Sale of Buyer's Property*
39. *Contingency* for the sale of Buyer's Property. (If checked, see attached *Addendum*.)

40. OR

41. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
42. _____, which is scheduled to close on

43. _____, 20 _____ pursuant to a fully executed purchase agreement. If Buyer's
44. property does not close, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a
45. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid
46. here to be refunded to Buyer. The language in this paragraph supersedes any other provision to the contrary
47. in any financing addendum made a part of this Purchase Agreement, if applicable.

48. OR

49. ☒ 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
50. and closing on any other property.

51. This Purchase Agreement ☐ IS ☒ IS NOT subject to cancellation of a previously written purchase agreement
----- (Check one.) -----

52. dated _____, 20 _____. (If answer is **IS**, said cancellation shall be obtained no later than

53. _____, 20 _____. If said cancellation is not obtained by said date, this Purchase Agreement
54. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation
55. and directing all earnest money paid here to be refunded to Buyer.)

56. **SPECIAL CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if the
57. contingencies checked below are not satisfied or waived, in writing, by Buyer by _____, 20 _____,
58. this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a *Cancellation of*
59. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to
60. Buyer.

61. (Select appropriate options a-i.)

62. ☐ (a) ☐ BUYER ☐ SELLER shall provide a certificate of survey of the Property, at ☐ BUYER ☐ SELLER
----- (Check one.) -----
63. expense.

64. ☐ (b) Buyer obtaining approval of city/township of proposed building plans and specifications at
65. ☐ BUYER ☐ SELLER expense.
----- (Check one.) -----

66. ☐ (c) Buyer obtaining approval of city/township of proposed subdivision development plans at
67. ☐ BUYER ☐ SELLER expense.
----- (Check one.) -----

68. ☐ (d) Buyer obtaining approval of city/township for rezoning or use permits at ☐ BUYER ☐ SELLER expense.
----- (Check one.) -----

69. ☐ (e) Buyer obtaining, at ☐ BUYER ☐ SELLER expense, percolation tests which are acceptable to Buyer.
----- (Check one.) -----

70. ☐ (f) Buyer obtaining, at ☐ BUYER ☐ SELLER expense, soil tests which indicate that the Property may be
----- (Check one.) -----
71. improved without extraordinary building methods or cost.

72. ☐ (g) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision
73. covenants and approval of the architectural control committee.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

74. Page 3 Date 06/28/2017

75. Property located at Rural Route
76. ☐ (h) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, copies of all covenants, reservations, and restrictions
affecting the Property.
(Check one.)
- 77.
78. ☐ (i) Other:
- 79.
- 80.
81. Seller's expenses for these contingencies (if any) shall not exceed \$ _____
82. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: (Check one.)
83. ☒ **Warranty Deed**, ☐ **Personal Representative's Deed**, ☐ **Contract for Deed**, ☐ **Trustee's Deed**, or
84. ☐ **Other:** _____ **Deed** joined in by spouse, if any, conveying marketable title, subject to
85. (a) building and zoning laws, ordinances, state and federal regulations;
86. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
87. (c) reservation of any mineral rights by the State of Minnesota;
88. (d) utility and drainage easements which do not interfere with existing improvements;
89. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____
90. _____ ; and
91. (f) **others** (must be specified in writing): _____
- 92.
- 93.
94. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
95. including all penalties and interest.
96. Buyer shall pay ☒ **PRORATED FROM DAY OF CLOSING** ☐ _____ **12ths OF** ☐ **ALL** ☐ **NO** real estate
(Check one.)
97. taxes due and payable in the year 20 17
98. Seller shall pay, ☒ **PRORATED TO DAY OF CLOSING** ☐ _____ **12ths OF** ☐ **ALL** ☐ **NO** real estate taxes
(Check one.)
99. due and payable in the year 20 17 . If the closing date is changed, the real estate taxes paid shall, if prorated,
100. be adjusted to the new closing date.
101. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
102. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate
103. taxes.
104. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**
105. ☐ **BUYER SHALL PAY** ☒ **SELLER SHALL PAY** on date of closing any deferred real estate taxes
(Check one.)
106. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.
107. ☒ **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** ☐ **SELLER SHALL PAY ON**
(Check one.)
108. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
109. payable in the year or closing.
110. ☒ **BUYER SHALL ASSUME** ☐ **SELLER SHALL PAY** on date of closing all other special assessments levied as
(Check one.)
111. of the date of this Purchase Agreement.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

112. Page 4 Date 06/28/2017

113. Property located at Rural Route

114. ☒ **BUYER SHALL ASSUME** ☐ **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
(Check one.)
115. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
116. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
117. assessments or less, as required by Buyer's lender.)
118. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
119. which is not otherwise here provided.
120. As of the date of this Purchase Agreement, Seller represents that Seller ☐ **HAS** ☒ **HAS NOT** received a notice
(Check one.)
121. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
122. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before
123. closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and
124. on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
125. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
126. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
127. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
128. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
129. directing all earnest money paid here to be refunded to Buyer.

130. **POSSESSION:** Seller shall deliver possession of the Property: (Check one.)

131. ☒ **IMMEDIATELY AFTER CLOSING;** or

132. ☐ **OTHER:** _____

133. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property

134. by possession date.

135. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and

136. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of

137. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

138. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date of this Purchase Agreement,

139. Seller shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches

140. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer

141. or Buyer's designated title service provider:

142. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write

143. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs

144. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title

145. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if

146. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,

147. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or

148. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting

149. Seller, upon cancellation of this Purchase Agreement.

150. (b) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date

151. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for

152. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract

153. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of

154. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (1) will

155. automatically apply.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

156. Page 5 Date 06/28/2017

157. Property located at Rural Route

158. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not
159. provided marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable or, in
160. the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer
161. and Seller may by mutual agreement further extend the closing date. Lacking such extension, either party may declare
162. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
163. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
164. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
165. directing all earnest money paid here to be refunded to Buyer.

166. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
167. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This
168. provision deals with the necessity of subdividing land to complete the sale of the Property described here in contrast
169. to the subdivision provision of lines 66-67 which deals with the future development plans of Buyer. Seller warrants the
170. legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of
171. closing. Seller warrants that there is a right of access to the Property from a public right-of-way.

172. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,
173. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing.

174. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
175. proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
176. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
177. such notices received by Seller shall be provided to Buyer immediately.

178. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
179. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
180. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

181. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any
182. surveys, inspections or tests or for water, sewer, gas, or electrical service hookup as agreed to here. Buyer shall
183. restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any
184. restoration costs relative thereto.

185. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing
186. for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property
187. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's
188. option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,
189. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
190. directing all earnest money paid here to be refunded to Buyer.

191. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

192. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)
193. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)
194. ending at 11:59 P.M. on the last day.

195. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
196. stated elsewhere by the parties in writing.

197. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the listing broker shall release earnest money from the
198. listing broker's trust account:

- 199. (a) at or upon the successful closing of the Property;
- 200. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
- 201. *Agreement* executed by both Buyer and Seller;
- 202. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- 203. (d) upon receipt of a court order.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

204. Page 6 Date 06/28/2017

205. Property located at Rural Route

206. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
207. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
208. Seller shall affirm the same by a written cancellation agreement.

209. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the
210. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller
211. defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment,
212. either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here
213. that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory
214. Cancellation under MN Statute 559.217, Subd. 4.

215. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
216. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
217. performance, such action must be commenced within six (6) months after such right of action arises.

218. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
219. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
220. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
221. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

222. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
223. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
224. obtained by contacting the local law enforcement offices in the community where the Property is located
225. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web
226. site at www.corr.state.mn.us.

227. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this

228. Purchase Agreement consists of approximately 264.70 ☐ ACRES ☐ SQUARE FEET and is currently zoned
----- (Check one.) -----

229. _____

230. Seller discloses, to the best of Seller's knowledge, that the Property ☒ IS ☐ IS NOT in a designated flood plain
----- (Check one.) -----
231. area.

232. Seller discloses, to the best of Seller's knowledge, that the Property ☐ DOES ☒ DOES NOT currently receive
----- (Check one.) -----
233. preferential tax treatment (e.g. Green Acres).

234. Seller discloses, to the best of Seller's knowledge, that the Property ☐ IS ☒ IS NOT enrolled in any Federal, State, or
----- (Check one.) -----
235. local governmental programs (e.g., CREP, CRP, EQIP, WRP, Conservation programs, riparian buffers, Sustainable
236. Forest Incentive Act, etc.).

237. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
238. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS**
239. **PURCHASE AGREEMENT.**

240. BUYER HAS RECEIVED A: (Check any that apply.) ☒ DISCLOSURE STATEMENT: VACANT LAND OR A
241. ☐ DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.

242. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Vacant Land* or *Disclosure Statement:*
243. *Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.

244. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

245. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.**

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

246. Page 7 Date 06/28/2017

247. Property located at Rural Route

248. **ENVIRONMENTAL CONCERNS:** To the best of the Seller's knowledge there are no hazardous substances or
249. underground storage tanks, except where noted here:

250. _____

251. _____

252. _____

253. _____

254. _____

255. _____

256. **UTILITIES:** TO THE BEST OF SELLER'S KNOWLEDGE, THE FOLLOWING PRESENTLY EXIST WITHIN THE
257. PROPERTY:

258. Connection to public water	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
259. Connection to public sewer	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
260. Connection to private water system off Property	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
261. Connection to electric utility	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
262. Connection to natural gas	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

263. **PLEASE NOTE:** Buyer may incur additional charges improving the Property, including, but not limited to, hookup and/
264. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road
265. access, curb cuts, utility connection and connecting fees; and tree planting charges.

266. **(Check appropriate boxes.)**

267. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

268. **CITY SEWER** ☐ YES ☒ NO / **CITY WATER** ☐ YES ☒ NO

269. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

270. SELLER ☐ DOES ☒ DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
----- (Check one.) -----

271. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*

272. *Statement: Subsurface Sewage Treatment System.*)

273. **PRIVATE WELL**

274. SELLER ☐ DOES ☒ DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.
----- (Check one.) -----

275. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)

276. THIS PURCHASE AGREEMENT ☐ IS ☒ IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
----- (Check one.) -----

277. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**

278. (If answer is **IS**, see attached *Addendum.*)

279. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
280. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE**
281. **SEWAGE TREATMENT SYSTEM.**

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

282. Page 8 Date 06/28/2017

283. Property located at Rural Route

NOTICE

284. _____
285. CINDY HAGEN SOLBERG is ☒ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Licensee) (Check one.)

286. HAGEN REALTY
(Real Estate Company Name)

287. _____ is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Licensee) (Check one.)

288. _____
(Real Estate Company Name)

289. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

DUAL AGENCY REPRESENTATION

290. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

291. ☒ Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 293-309.*

292. ☐ Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 294-309.*

293. _____
294. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
295. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
296. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
297. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
298. Seller(s) and Buyer(s) acknowledge that

299. (1) confidential information communicated to Broker which regards price, terms or motivation to buy or sell will
300. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
301. information will be shared;

302. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

303. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
304. the sale.

305. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
306. and its salesperson to act as dual agents in this transaction.

307. Seller _____ Buyer _____

308. Seller _____ Buyer _____

309. Date _____ Date _____

310. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
311. cash outlay at closing or reduce the proceeds from the sale.

312. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
313. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved in
314. the transaction at the time these documents are provided to Buyer and Seller.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

315. Page 9 Date 06/28/2017

316. Property located at Rural Route

317. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
318. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
319. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
320. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

321. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
322. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
323. the closing and delivery of the deed.

324. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
325. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
326. identification numbers or Social Security numbers.

327. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
328. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
329. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**
330. **party whether the transaction is exempt from FIRPTA withholding requirements.**

331. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall
332. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer
333. and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
334. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and
335. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this
336. Purchase Agreement.

337. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
338. transaction constitute valid, binding signatures.

339. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy
340. must be delivered.

341. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
342. for deed.

343. **OTHER:**
344. **BUYER IS AWARE THAT THE SELLER IS A LICENSED REAL ESTATE BROKER IN THE**
345. **STATE OF MINNESOTA.**

346.

347.

348.

349.

350.

351.

352. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Purchase Agreement.
353. Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).

354. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement and should
355. not be part of the page numbering.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

356. Page 10 Date 06/28/2017

357. Property located at Rural Route

358. I, the owner of the Property, accept this Purchase
359. Agreement and authorize the listing broker to withdraw
360. said Property from the market, unless instructed otherwise
361. in writing.

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

**I have reviewed all pages of this Purchase
Agreement.**

362. **I have reviewed all pages of this Purchase Agreement.**

363. ☐ **If checked, this Agreement is subject to attached**
364. **Addendum to Purchase Agreement: Counteroffer.**

365. **FIRPTA:** Seller represents and warrants, under penalty
366. of perjury that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a

-----*(Check one.)*-----

367. non-resident alien individual, foreign corporation, foreign
368. partnership, foreign trust, or foreign estate for purposes of
369. income taxation. (*See lines 317-330.*) This representation
370. and warranty shall survive the closing of the transaction
371. and the delivery of the deed.

372. **X** _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

373. **X** RICHARD A. SOLBERG
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

374. **X** M
(Marital Status)

X _____
(Marital Status)

375. **X** _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

376. **X** CYNTHIA HAGEN SOLBERG
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

377. **X** M
(Marital Status)

X _____
(Marital Status)

378. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
379. is the date on which the fully executed Purchase Agreement is delivered.

380. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
381. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

382. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE**
383. **DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION**
384. **AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE**
385. **AGREEMENT.**

386. **SELLER(S)** _____
RICHARD A. SOLBERG

BUYER(S) _____

387. **SELLER(S)** _____
CYNTHIA HAGEN SOLBERG

BUYER(S) _____



MINNESOTA
Bill #: 1181376

Property ID#: 07.0027700

Owner Name: SOLBERG RICHARD A

Taxpayer:

7533 7 <> **13/24**G51**
RICHARD A SOLBERG
17951 STATE HIGHWAY 11
GREENBUSH MN 56726-9205

\$\$\$ REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply.

Property Address:

Property Description:

264.70 Acres
W1/2 SW, E1/2 SE, NE SW LESS S 330 FT
OF E 1220 FT, W 100 FT OF SE SW, NW SE
LESS S 330 FT OF W 240 FT, SW SE LESS
W 240 FT; SECTION 14 TOWNSHIP 163
RANGE 41

Line 13 Special Assessment Detail:

D-87-2017 68.00
D-WS51-2017 57.77

DIANE GREGERSON
ROSEAU COUNTY TREASURER
606 5TH AVE SW, RM 140
ROSEAU, MN 56751
218-463-1215
d.gregerson@co.roseau.mn.us

Tax Statement			
2016		2017	
VALUES AND CLASSIFICATION			
Taxes Payable Year:		2016	2017
Step 1	Estimated Market Value:	213,400	213,400
	Homestead Exclusion:	0	0
	Taxable Market Value:	213,400	213,400
	New Improvements/Expired Exclusions:	0	0
	Property Classification:	Ag Hstd	Ag Hstd
Sent in March 2016			
Step 2	PROPOSED TAX NOTICE		
	Did not include special assessments		\$1,258.00
Sent in November 2016			
Step 3	PROPERTY TAX STATEMENT		
	First Half Taxes	Due 05/15/2017	\$660.00
	Second Half Taxes	Due 11/15/2017	\$660.00
	Total Taxes Due in 2017:		\$1,320.00

Tax Detail for Property:

Taxes Payable Year:		2016	2017
1.	Use this amount on Form M1PR to see if you are eligible for a homestead credit refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. <input type="checkbox"/>		\$0.00
2.	Use these amounts on Form M1PR to see if you are eligible for a special refund.	\$0.00	
3.	Property taxes before credits	\$1,336.23	\$1,194.23
4.	Credits that reduce your property taxes:		
	A. Agricultural market value credit	\$0.00	\$0.00
	B. Other Credits	\$0.00	\$0.00
5.	Property taxes after credits	\$1,336.23	\$1,194.23
6.	County:	\$642.62	\$581.16
7.	City or Town: TOWN OF DIETER	\$153.34	\$145.05
8.	State General Tax	\$0.00	\$0.00
9.	School District ISD 0682		
	A. Voter Approved Levies	\$125.61	\$116.37
	B. Other Local Levies	\$335.43	\$264.87
10.	Special Taxing Districts		
	A. Watershed	\$71.64	\$79.46
	B. NW Multi-County HRA	\$5.51	\$5.38
	C. NW Regional Development	\$2.08	\$1.94
	D. Tax Increment	\$0.00	\$0.00
11.	Non-school voter approved referenda levies	\$0.00	\$0.00
12.	Total property tax before special assessments	\$1,336.23	\$1,194.23
13.	Special assessments Principal: 125.77 Interest: 0.00	\$125.77	\$125.77
14.	YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	\$1,462.00	\$1,320.00

PAYABLE 2017 2nd HALF PAYMENT STUB

TO AVOID PENALTY PAY ON OR BEFORE 11/15/2017

Property ID: 07.0027700

Bill #: 1181376

Taxpayer: RICHARD A SOLBERG
17951 ST HWY 11
GREENBUSH MN 56726

SECOND 1/2 TAX AMOUNT DUE: \$660.00

MAKE CHECKS PAYABLE TO: ROSEAU COUNTY

If your address has changed, please check this box and show the change on the back of this stub. ☐

Diane Gregerson
606 5th Ave. SW, Rm 140
Roseau, MN 56751

Your cancelled check is proof of payment. Please write your Property ID# on your check. Postdated checks are not held. Only official U.S. Postmark determines payment mail date. No receipt sent unless requested and is void until check is honored.

PAYABLE 2017 1st HALF PAYMENT STUB

TO AVOID PENALTY PAY ON OR BEFORE 05/15/2017

Property ID: 07.0027700

Bill #: 1181376

Taxpayer: RICHARD A SOLBERG
17951 ST HWY 11
GREENBUSH MN 56726

FULL TAX AMOUNT: \$1,320.00
FIRST 1/2 TAX AMOUNT DUE: \$660.00

EXHIBIT

"B"

PENGAD 800-631-6889

MAKE CHECKS PAYABLE TO: ROSEAU COUNTY

If your address has changed, please check this box and show the change on the back of this stub. ☐

Diane Gregerson
606 5th Ave. SW, Rm 140
Roseau, MN 56751

Your cancelled check is proof of payment. Please write your Property ID# on your check. Postdated checks are not held. Only official U.S. Postmark determines payment mail date. No receipt sent unless requested and is void until check is honored.

DETACH HERE AND RETURN THIS STUB WITH YOUR SECOND HALF PAYMENT.

DETACH HERE AND RETURN THIS STUB WITH YOUR FIRST HALF PAYMENT.



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re: Richard Solberg, dba, Solberg Farms,

Debtor.

Chapter 11 Case

Court File No. 17-60495

**MEMORANDUM IN SUPPORT OF DEBTOR'S MOTION TO SELL LAND
PURSUANT TO 11 U.S.C. SEC. 363 (f)**

FACTS

The facts which constitute the basis for this memorandum are contained in the Debtor's Motion dated September 8, 2017.

ARGUMENT

I.

THE DEBTORS HAVE THE AUTHORITY PURSUANT TO 11 U.S.C. SECTION 363(c)(2) TO SELL A PORTION OF THEIR FARM REAL ESTATE TO THE TOTH ESTATE IN ACCORDANCE WITH EXHIBIT "A" ATTACHED TO THEIR MOTION AND THE PROPOSED ORDER WHICH ARE INCLUDED WITH THIS MEMORANDUM.

Section 363(f) of the Bankruptcy Code is the governing provision which gives a Debtor in possession the authority to sell property of the Debtor free and clear of liens, providing that,

(f) The Trustee may sell property... free and clear of any interest in such property of an entity other than the estate, only if –

(1) Applicable non-bankruptcy law permits sale of such property free and clear of such interests;

(2) Such entities consent;

(3) Such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

(4) Such interest is in bonafide dispute; or

(5) Such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

When the above statute of this section is reviewed in light of the facts and circumstances of the present case, it is clear that the Debtor has the legal authority to sell the farm land described in Exhibit “A” attached to his Motion to the Toth Estate. As indicated in the Debtor’s Motion, both AXA Equitable and Bremer Bank have previously indicated their consent to the sale of the farm land to the Toth Estate. There are several reasons why this benefits the Debtor and the creditors in this case. First, the Toth Estate is paying in excess of fair market value for the farm real estate. Second, the application of the net proceeds to the underlying mortgage debt of the Debtor at AXA improves his cash flow substantially going forward when it comes to creating a viable and healthy Chapter 11 Plan of Reorganization. Third, the debtor has an agreement with the Toth Estate whereby he will be able to rent and farm the land in question for the next 10 year. This means that the debtor will not lose good farmland from his crop rotation and his cash flow will also not be adversely effected.

Even though the sale price of the farm real estate to the Toth Estate is less than the overall, underlying mortgage debt owed to AXA Equitable and Bremer Bank, the fact of the matter here is that the sale price is more than fair and the ultimate result of selling this property improves the cash flow ability for the Debtor going forward because the underlying debt of the debtor is being reduced.

The issues associated with the sale of real estate not in the ordinary course of business, before a disclosure statement has been issued and pursuant to 11 U.S.C. sec. 363(f) was discussed in *In Re Collins*, 180 B.R. 447 (1995 E.D. Virginia). Assuming for the sake of argument that Bremer may change its mind on agreeing to the Toth Estate sale and demand a portion of the net sale proceeds, it is the position of the debtor that this court still has the authority to approve the sale even if the sale proceeds do not exceed the value of both mortgage notes. On the issue of value the Collins court noted as follows:

“There is a split of authority as to the interpretation of the phrase “... greater than the aggregate value of all liens on such property” found in § 363(f)(3). A number of courts have construed “value” to mean the face amount of the liens. Therefore, a sale free and clear could only be approved if the sale price exceeded the total amount of debts against the property. See e.g., *Matter of Riverside Investment Partnership*, 674 F.2d 634, 640 (7th Cir.1982) (court should not approve sale unless satisfied that the sale proceeds *will fully compensate secured lienholder and produce some equity for the benefit of the estate*) (emphasis in original); *In re Heine*, 141 B.R. 185, 189 (Bankr.D.S.D.1992) (“value” ... is synonymous with amount) (emphasis in original); *In re Terrace Chalet Apts.*, 159 B.R. 821 (N.D.Ill.1993); *In re Julien Co.*, 117 B.R. 910 (Bankr.W.D.Tenn.1990) (sale not allowed when total liens are greater than the property). In the alternative, other courts have found that “value” should be defined as the secured value, not the face amount of liens. Utilizing an analysis which focuses on § 506(a), Courts have, under a number of different circumstances, approved sales where the price is lower than the face amount of liens, but greater than the secured value of the claims. See e.g., *In re WPRV-TV*, 143 B.R. 315 (D.P.R.1991); *aff’d in part, rev’d in part on other grounds*, 983 F.2d 336 (1st Cir.1993); *In re Milford Group, Inc.*, 150 B.R. 904 (Bankr.M.D.Pa.1992); *In re Terrace Gardens Park Partnership*, 96 B.R. 707 (Bankr.W.D.Tex.1989). The Court is aware that both views are subject to criticism,⁴ but agrees with latter line of cases, finding that the interpretation of “value” within the context of § 506(a) provides a better reasoned solution to this dilemma.

When construing statutory language, terms of particular meaning to the subject matter are to be interpreted in line with that meaning, and in light of other provisions of the statute. *In re Beker Industries*, 63 B.R. 474, 475 (Bankr.S.D.N.Y.1986) (citations omitted). Section 506(a) of the Bankruptcy Code also utilizes the term “value”, and suggests that with respect to the interest of a secured creditor, “value” means actual value as determined by the Court, rather than the face amount of the lien.⁶ The Supreme Court has ruled that value in § 506(a) means the same as “value” under other provisions of the Code, specifically §§ 361(1) and (2) which address adequate protection. *United Savings Association of Texas v. Timbers of Inwood Forest Associates*, 484 U.S. 365, 369, 108 S.Ct. 626, 630, 98 L.Ed.2d 740, 747–48 (1988). In light of § 363(e) which makes adequate protection an integral element of any proposed sale under § 363(f), it is therefore logical to extend the definition of “value” with regard to a secured creditor’s interest to “value” in § 363(f)(3). See *In re Terrace Gardens Park*, 96 B.R. at 713. Further, this analysis gives deference to the Congressional intent in utilizing the term “value” rather than “amount” in the statute *In re Oneida Lake Development, Inc.*, 114 B.R. 352, 357 (Bankr.N.D.N.Y.1990). *Id* at 450,451.

When the above analysis is viewed in light of the facts and circumstances of the present case, it is clear that the Toth estate is paying a premium amount (“value”) for the farm or real estate it is purchasing from the debtor. The \$1350 per acre sale price is far in excess of the tax assessed value as illustrated by the real estate tax statement attached as exhibit “B” to the debtor’s motion. On the issue of “value” the Collins court went to make the following analysis:

“The buyers have offered to purchase the property for a price of \$100,000. Notwithstanding Stan–Lee’s offer to adjust the debt due, the face amount of the liens approach \$128,000. Rather than establishing “value” by the face amount of all the liens on the property at \$128,000, under § 506(a), the Court would need to determine the actual “value” of the secured creditor’s interest (*i.e.*, the value of the property). If the Court finds that \$100,000 is the “value” of the property and therefore the “value” of the secured creditors’ interest, the sale could not be approved under § 363(f)(3) since the price offered would not technically fall within the statutory language requiring the purchase price to exceed the value of the secured creditor’s interest.

Other courts have addressed similar situations in which the debtor in possession or Trustee proposes to sell property for a price less than or equal to the aggregate amount of liens encumbering the property. Case law indicates that courts must address these types of sales on a case by case basis, and give judicial consent only after the surrounding circumstances are carefully scrutinized and a determination is made that the sale is justified. See *In re Terrace Gardens*, 96 B.R. at 713. Factors for this Court to consider in determining whether “special circumstances” exist include what chapter the case is filed under, whether this is a major or sole asset of the estate, whether the proposed sale is a piecemeal substitution for a plan of reorganization, and the overall benefit to the estate. In *In re Beker Industries*, Judge Buschman found that courts must not only find special circumstances justifying a sale for less than the amount of liens, but must also determine that the proposed sale price is the best price obtainable under the circumstances. 63 B.R. at 477 (citing *In re Hatfield Homes*, 30 B.R. 353, 355 (Bankr.E.D.Pa.1983)) (emphasis added).

The Court finds that both requirements under the *Beker Industries* standard exist so as to warrant sale of this property. First, “special circumstances” exist in this situation. This case has been filed under Chapter 11 with the purpose of reorganizing rather than liquidating, and in light of the policy objectives behind Chapter 11, as compared to Chapter 7, the debtors should be afforded greater latitude in selling this parcel of real property. Further, this parcel is not the debtors’ sole asset, and any unsecured

deficiency claim by the lienholders has the potential to at least be partially satisfied from the other assets of the estate. Most importantly, the Court finds that the estate will substantially benefit from the sale of this proposed property. One of the conditions of this sale is the agreement by the second lienholder to reduce its secured claim against the property, which will enable the third lienholders (and objecting parties) to receive payment on a larger portion of their secured claim. As payment of the third lienholders’ secured claim increases, any potential deficiency claims decrease, thus placing general unsecured creditors in a position to receive an even larger percentage on their claims. The Court views the sale of this property as a prudent

decision and does not consider it to be a piecemeal substitution for filing a plan. Second, the Court finds that the price of \$100,000 is the best price obtainable under the circumstances.⁷ In this case, the debtors in possession have indicated that if the property is not sold expeditiously, the deal may be lost. Furthermore, the objecting lienholders did not dispute the price offered for the property. We find it persuasive, in this case, that the price obtained is not lower than the estimated market value by the debtors in their schedules. It would indeed be a different situation if the property had been valued at \$100,000, but sold for \$75,000. It is clear that delaying this sale would unfairly prejudice all of the creditors, and \$100,000 appears to be a reasonable purchase price for the property. In conclusion, the sale proposed by the debtor meets the requirements under § 363(f)(3), and is therefore warranted. Id at 451,452.

When the above rationale is viewed in light of the facts of this case it is clear that there are “special circumstances” surrounding proposed land sale by the debtor. First, the sale of the farm real estate is for an amount in excess of the tax assessed value. Second, the net proceeds from the sale will reduce the underlying debt that the debtor has to service as part of this chapter 11 plan, thereby improving the debtor’s overall cash flow. Third, the debtor has an arrangement worked out with the Toth Estate whereby he has the right to rent the farmland being sold for the next ten years. In securing this lease he will not adversely affect his underlying crop cash flow and crop rotation.

Additionally, when the above rational is viewed in light of the fact of the case at bar here, it is clear from the underlying facts presented by the debtor in his cash collateral pleadings that Bremer Bank is more than adequately secured in this case with the remaining equity it has in real estate of the debtor, his 2017 crop, the 2016 crop proceed as well as farm machinery and equipment. Because of this fact, approving the farmland sale to the Toth Estate is not going to adversely affect the equity position Bremer in this case....there is more than sufficient adequate protection for the bank with the real and personal property assets that it already has a security interest in.

The debtor and his counsel acknowledged that he is proposing to sell farm real estate outside of the ordinary course of business and prior to the filing and approval of a disclosure statement in this Chapter 11 case. The issue of selling land out of the ordinary course of business and prior to the filing and approval of a disclosure statement was discussed in In re The Landing, 156 B.R. 246 (1993 Bank. E. D. Missouri). Even though this case involved the sale of an asset which constituted a majority of the assets of the Chapter 11 estate, the Landing court provided the following analysis and test for approval of such a sale before the filing and approval of a disclosure statement:

“Unless a liquidating plan of reorganization is anticipated, a proceeding under Chapter 11 is intended, through the vehicle of a disclosure statement and plan, to allow a debtor to continue its business operations, to continue to provide employment opportunities, and to continue to offer its goods or services and otherwise provide a benefit to the community. Notwithstanding this goal,

[a] sale of substantially all of the Debtor's assets other than in the ordinary course of business and without the structure of a Chapter 11 Disclosure Statement and Plan is not prohibited by the Bankruptcy Code.

In re George Walsh Chevrolet, 118 B.R. 99, 101 (Bankr.E.D.Mo.1990); *In re Channel One Communications, Inc.*, 117 B.R. 493 (Bank.E.D.Mo.1990).

Such a sale must be authorized by the Court and must be closely scrutinized. The proponent of the sale bears a heightened burden of proving the elements necessary for such authorization. See *In re Industrial Valley Refrigeration and Air Conditioning Supplies, Inc.*, 77 B.R. 15, 17 (Bankr.E.D.Pa.1987). The elements necessary for approval of the sale in this case include:

1. A requirement that accurate and reasonable notice be given to all creditors and parties in interest;
2. The record must establish that there is a sound business purpose for the sale without a disclosure statement and plan;
3. The price to be paid must be fair and reasonable; and
4. The proponent must show that the sale does not unfairly benefit insiders or the prospective purchasers, or unfairly favor a creditor or class of creditors.

George Walsh at 102.” *Id* at 249.

When the above analysis is viewed in light of the facts of the present case, it is clear that this court should approve the sale of farmland to the Toth Estate by the debtor. Proper notice is being provided to all interested creditors and especially the mortgage holders on the real estate in question. The price being paid by the Toth Estate for the farmland is far in excess of the tax assessed value and, therefore, the price is very reasonable and fair. The sale of this farmland certainly does not benefit any one particular secured or unsecured creditor. In fact, it is the position of the debtor that the sale of the farm real estate contemplated herein benefits the debtor as well as all creditors of this estate because the debtor's overall and underlying cash

flow will be positively influenced by the reduction of the debtor's overall debt. The sale of the farm real estate herein certainly represents a sound business decision by the debtor when the court considers the price being paid by the Toth Estate, the positive impact on the debtor's cash that will come about in the future as a result of the sale and the fact that the debtor has the ability to rent and farmland being sold for ten years into the future.

CONCLUSION

The Debtor clearly has the statutory and case law authority to sell a portion of his farmland to the Toth Estate in accordance with the terms outlined in Exhibit "A" attached to the Debtor's Motion. Both of the secured mortgage holders, as far as the debtor and his counsel are concerned have consented to the sale to the Toth Estate because of the fact that the estate is paying in excess of the appraised market value and the sale will help improve the cash flow ability for the Debtor going forward. Additionally, the Debtor is not going to lose the land from his crop rotation since he will be allowed to rent the same land and farm it for the next 10 years. For all of the above stated reasons the Debtor requests that the Court approve the sale of a portion of his farm real estate to the Toth Estate as outlined in Exhibit "A" attached to his Motion and the Proposed Order which are included as part of this Memorandum.

Dated: September 8, 2017.

Respectfully Submitted,

Signed: /s/ Kevin T. Duffy
Kevin T. Duffy
Attorney for Debtor
P.O. Box 715
Thief River Falls, MN 56701
218-681-8524
Attorney ID # 134-600

LOCAL FORM 9001-1

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re: Richard Allen Solberg d/b/a Solberg Farms,

Case No. 17-60495

Debtor.

UNSWORN CERTIFICATE OF SERVICE

I, Carol Adensam, declare under penalty of perjury that on September 8, 2017, I e-mailed copies of the foregoing Notice of Hearing and Motion for Sale of Farmland, Memorandum and Proposed Order via e-mail to each entity named below at the e-mail address stated below for each entity:

US Trustee
James M. Cailao
L. Danielson
J. Nona
Bradley Sinclair
Michael R. Fadlovich
Bradley J. Halberstadt
Roger J. Minch
Alan Fish

ustpreion12.mn.ecf@usdoj.gov
jcailao@vogellaw.com
ldanielson@vogellaw.com
jnona@vogellaw.com
brad@kaler-doeling.com
Michael.fadlovich@usdoj.gov
bankruptcy@szilaw.com
rminch@serklandlaw.com
alanfish@alanbfishpa.com

See attached list vis US Mail

Executed on: September 8, 2017

Signed: /s/ Carol Adensam
Carol Adensam
DUFFY LAW OFFICE
PO Box 715
Thief River Falls, MN 56701
218-681-8524

ARLENE HAWKEN
600 W 19TH STREET
ELDON MO 65026

AXA EQUITABLE
902 8TH AVENUE SE
BARNESVILLE MN 56514

BRAD A. SINCLAIR
C/O BREMER BANK ATTY AT LAW
P.O. BOX 925
FARGO ND 58106

BREMER BANK
202 WEST JOHNSON AVE.
WARREN MN 56762

BREMER BANK
202 WEST JOHNSON AVE.
WARREN MN 56762

CNH
P.O. BOX 3600
LANCASTER PA 17604-3600

CNH
P.O. BOX 3600
LANCASTER PA 17604-3600

CNH CAPITAL
ATTN: BANKRUPTCY
P.O. BOX 292
RACINE WI 53401

CROP PRODUCTION SERV., INC.
P.O. BOX 2757
BOISE ID 83701-2757

CYNTHIA HAGEN SOLBERG
14227 MAPLEHURST DRIVE SE
MENTOR MN 56736

CYNTHIA HAGEN SOLBERG
14227 MAPLEHURST DRIVE SE
MENTOR MN 56736

CYNTHIA HAGEN SOLBERG
14227 MAPLEHURST DRIVE SE
MENTOR MN 56736

CYNTHIA HAGEN SOLBERG
14227 MAPLEHURST DRIVE SE
MENTOR MN 56736

CYNTHIA HAGEN SOLBERG
14227 MAPLEHURST DRIVE SE
MENTOR MN 56736

CYNTHIA HAGEN SOLBERG
14227 MAPLEHURST DRIVE SE
MENTOR MN 56736

CYNTHIA HAGEN SOLBERG
14227 MAPLEHURST DRIVE SE
MENTOR MN 56736

DAVID CURRENCE
1305 JEFFRIES ROAD
OSAGE BEACH MO 65065

FARMERS COOP AG SERVICE
P.O. BOX 88
GREENBUSH MN 56726

FORD MOTOR CREDIT
P.O. BOX 542000
OMAHA NE 68154-8000

FORD MOTOR CREDIT
P.O. BOX 542000
OMAHA NE 68154-8000

JOHN DEERE FINANCIAL
6400 NW 86TH STREET
JOHNSTON IA 50131-6600

NATHAN MCFARLANE
148 OAKVIEW DRIVE
GREENBUSH MN 56726

NATHAN MCFARLANE
148 OAKVIEW DRIVE
GREENBUSH MN 56726

NORCAN SEEDS, INC.
P.O. BOX 305, NE 5-24 1W
FISHER BRANCH, MB R0C 0Z0

NORTHLAND DRAINAGE TILE, INC.
25804 230TH AVE.
DETROIT LAKES MN 56501

PHI FINANCIAL SERVICES, INC.
P.O. BOX 733260
DALLAS TX 75373

RICHARD DEMARS
15051 100TH STREET NE
BATHGATE ND 58216

RICHARD ROASCH
50568 COUNTY HIGHWAY 2
PELICAN RAPIDS MN 56572

RICHARD ROASCH
50568 COUNTY HIGHWAY 2
PELICAN RAPIDS MN 56572

ROSEAU COUNTY CO-OP ASSN
P.O. BOX 26
225 MINNESOTA AVE. W
GREENBUSH MN 56726

RRV LLC
ROGER ELLINGSON
60333 STATE HWY 56
DODGE CENTER MN 55927

ULTIMA BANK MINNESOTA
101 CENTRAL AVENUE
PLUMMER MN 56748

WILLIAM D. MULDOON
C/O FARMER CO-OP AG SERV
P.O. BOX 327
RED LAKE FALLS MN 56750

ZAITZ TRUST, LLP
WENDY A. FORTHUN, ALC
20 4TH STREET SE
KASSON MN 55944

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Richard A. Solberg, d/b/a Solberg Farms,
Debtor.

BKY No: 17-60495

**ORDER GRANTING DEBTOR'S MOTION
TO SELL FARMLAND PURSUANT TO 11 U.S.C. SEC. 363(f)**

Fergus Falls, Minnesota

September 26, 2017

The above-entitled matter came on for hearing before the undersigned on the above date pursuant to a motion filed by Kevin T. Duffy on behalf of the above named Chapter 11 Debtor for authority to sell approximately 264 acres of farmland in Roseau County, Minnesota to the Toth Estate pursuant to 11 U.S.C. sec. 363(f).

The Debtor appeared in person and with his attorney, Kevin T. Duffy, Attorney at Law, Thief River Falls, Minnesota. Bremer Bank officials also appeared in person and with their Attorney, Brad Sinclair, Attorney at Law, Fargo, North Dakota. Roger Minch of the Serkland Law Firm in Fargo, North Dakota appeared by and on behalf of AXA Equitable. Other appearances were noted on the record.

Based upon all the files, records and proceedings herein, the arguments of counsel relative thereto, Court being duly advised in the premises,

IT IS HEREBY ORDERED:

1. That the Debtor's Motion to sell farmland in Roseau County, Minnesota to the Toth Estate in accordance with the purchase agreement attached hereto as Exhibit "A": be and hereby is granted; the creditors with a mortgage interest in said real estate having consented to the sale. The net proceeds shall be applied to the first mortgage note of AXA Equitable.

Date: _____

Michael Ridgway
Judge of the Bankruptcy Court
District of Minnesota

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

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1. Date 06/28/2017

2. Page 1 of _____

3. BUYER (S): NANCY TOTH ESTATE

4. _____

5. Buyer's earnest money in the amount of FIVE THOUSAND AND NO/100-----

6. Five Thousand Dollars (\$ 5,000.00) shall

7. be delivered to listing broker no later than two (2) Business Days after Final Acceptance Date of this Purchase
8. Agreement. Buyer and Seller agree that listing broker shall deposit any earnest money in the listing broker's trust
9. account within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase
10. Agreement, whichever is later.

11. Said earnest money is part payment for the purchase of the property located at

12. Street Address: Rural Route

13. City of _____, County of Roseau State of Minnesota, legally

14. described as

15. PID # 07.0027700 264.70 ACRES W1/2 SW, E1/2 SE, NE SW LESS S 330 FT OF E
16. 1220 FT, W 100 FT OF SE SW, NW SE LESS S 330 FT OF W 240 FT. SW SE LESS W
240 FT; SECTION 14 TOWNSHIP 163 RANGE 41

17. including all fixtures, if any, AND ☐ INCLUDING ☐ EXCLUDING the following personal property, if any, which shall
(Check one.)

18. be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

19. _____

20. _____

21. _____

22. _____ (collectively the "Property"),

23. all of which Property Seller has this day agreed to sell to Buyer for the sum of (\$ 357,345.00)

24. (264.0 ACRES AT \$1350 PER ACRE)

25. Three Hundred Fifty-Seven Thousand Three Hundred Forty-Five Dollars,

26. which Buyer agrees to pay in the following manner:

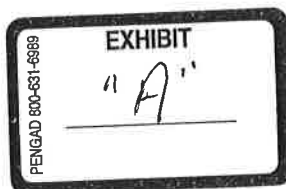
27. 1. **CASH** of _____ percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest
28. money; PLUS

29. 2. **FINANCING** of _____ percent (%) of the sale price, which will be the total amount secured against this
30. Property to fund this purchase.

31. Such financing shall be: (Check one.) ☒ a first mortgage; ☐ a contract for deed; or ☐ a first mortgage with
32. subordinate financing, as described in the attached Addendum:

33. ☒ Conventional ☐ FHA ☐ DVA ☐ Assumption ☐ Contract for Deed.
(Check all that apply.)

34. The date of closing shall be JULY 21, 20 17.



**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

35. Page 2 Date 06/28/2017

36. Property located at Rural Route

37. **SALE OF BUYER'S PROPERTY CONTINGENCY:** (Check one.)

38. ☐ 1. This Purchase Agreement is subject to an Addendum to *Purchase Agreement: Sale of Buyer's Property*
39. *Contingency* for the sale of Buyer's Property. (If checked, see attached *Addendum*.)

40. OR

41. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
42. _____, which is scheduled to close on

43. _____, 20 _____ pursuant to a fully executed purchase agreement. If Buyer's
44. property does not close, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a
45. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid
46. here to be refunded to Buyer. The language in this paragraph supersedes any other provision to the contrary
47. in any financing addendum made a part of this Purchase Agreement, if applicable.

48. OR

49. ☒ 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
50. and closing on any other property.

51. This Purchase Agreement ☐ IS ☒ IS NOT subject to cancellation of a previously written purchase agreement
----- (Check one.) -----

52. dated _____, 20 _____. (If answer is **IS**, said cancellation shall be obtained no later than

53. _____, 20 _____. If said cancellation is not obtained by said date, this Purchase Agreement
54. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation
55. and directing all earnest money paid here to be refunded to Buyer.)

56. **SPECIAL CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if the
57. contingencies checked below are not satisfied or waived, in writing, by Buyer by _____, 20 _____,
58. this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a *Cancellation of*
59. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to
60. Buyer.

61. (Select appropriate options a-i.)

62. ☐ (a) ☐ BUYER ☐ SELLER shall provide a certificate of survey of the Property, at ☐ BUYER ☐ SELLER
----- (Check one.) -----
63. expense.

64. ☐ (b) Buyer obtaining approval of city/township of proposed building plans and specifications at
65. ☐ BUYER ☐ SELLER expense.
----- (Check one.) -----

66. ☐ (c) Buyer obtaining approval of city/township of proposed subdivision development plans at
67. ☐ BUYER ☐ SELLER expense.
----- (Check one.) -----

68. ☐ (d) Buyer obtaining approval of city/township for rezoning or use permits at ☐ BUYER ☐ SELLER expense.
----- (Check one.) -----

69. ☐ (e) Buyer obtaining, at ☐ BUYER ☐ SELLER expense, percolation tests which are acceptable to Buyer.
----- (Check one.) -----

70. ☐ (f) Buyer obtaining, at ☐ BUYER ☐ SELLER expense, soil tests which indicate that the Property may be
----- (Check one.) -----

71. improved without extraordinary building methods or cost.

72. ☐ (g) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision
73. covenants and approval of the architectural control committee.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

74. Page 3 Date 06/28/2017

75. Property located at Rural Route
76. ☐ (h) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, copies of all covenants, reservations, and restrictions
affecting the Property.
(Check one.)
- 77.
78. ☐ (i) Other:
- 79.
- 80.
81. Seller's expenses for these contingencies (if any) shall not exceed \$ _____
82. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: (Check one.)
83. ☒ **Warranty Deed**, ☐ **Personal Representative's Deed**, ☐ **Contract for Deed**, ☐ **Trustee's Deed**, or
84. ☐ **Other:** _____ **Deed** joined in by spouse, if any, conveying marketable title, subject to
85. (a) building and zoning laws, ordinances, state and federal regulations;
86. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
87. (c) reservation of any mineral rights by the State of Minnesota;
88. (d) utility and drainage easements which do not interfere with existing improvements;
89. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____
90. _____ ; and
91. (f) **others** (must be specified in writing): _____
- 92.
- 93.
94. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
95. including all penalties and interest.
96. Buyer shall pay ☒ **PRORATED FROM DAY OF CLOSING** ☐ _____ **12ths OF** ☐ **ALL** ☐ **NO** real estate
(Check one.)
97. taxes due and payable in the year 20 17
98. Seller shall pay, ☒ **PRORATED TO DAY OF CLOSING** ☐ _____ **12ths OF** ☐ **ALL** ☐ **NO** real estate taxes
(Check one.)
99. due and payable in the year 20 17 . If the closing date is changed, the real estate taxes paid shall, if prorated,
100. be adjusted to the new closing date.
101. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
102. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate
103. taxes.
104. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**
105. ☐ **BUYER SHALL PAY** ☒ **SELLER SHALL PAY** on date of closing any deferred real estate taxes
(Check one.)
106. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.
107. ☒ **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** ☐ **SELLER SHALL PAY ON**
(Check one.)
108. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
109. payable in the year or closing.
110. ☒ **BUYER SHALL ASSUME** ☐ **SELLER SHALL PAY** on date of closing all other special assessments levied as
(Check one.)
111. of the date of this Purchase Agreement.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

112. Page 4 Date 06/28/2017

113. Property located at Rural Route

114. ☒ **BUYER SHALL ASSUME** ☐ **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
(Check one.)

115. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
116. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
117. assessments or less, as required by Buyer's lender.)

118. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
119. which is not otherwise here provided.

120. As of the date of this Purchase Agreement, Seller represents that Seller ☐ **HAS** ☒ **HAS NOT** received a notice
(Check one.)

121. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
122. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before
123. closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and
124. on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
125. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
126. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
127. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
128. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
129. directing all earnest money paid here to be refunded to Buyer.

130. **POSSESSION:** Seller shall deliver possession of the Property: (Check one.)

131. ☒ **IMMEDIATELY AFTER CLOSING;** or

132. ☐ **OTHER:** _____

133. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
134. by possession date.

135. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
136. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
137. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

138. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date of this Purchase Agreement,
139. Seller shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches
140. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer
141. or Buyer's designated title service provider:

142. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write
143. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs
144. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title
145. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if
146. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,
147. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
148. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting
149. Seller, upon cancellation of this Purchase Agreement.

150. (b) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date
151. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for
152. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract
153. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of
154. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (1) will
155. automatically apply.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

156. Page 5 Date 06/28/2017

157. Property located at Rural Route

158. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not
159. provided marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable or, in
160. the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer
161. and Seller may by mutual agreement further extend the closing date. Lacking such extension, either party may declare
162. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
163. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
164. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
165. directing all earnest money paid here to be refunded to Buyer.

166. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
167. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This
168. provision deals with the necessity of subdividing land to complete the sale of the Property described here in contrast
169. to the subdivision provision of lines 66-67 which deals with the future development plans of Buyer. Seller warrants the
170. legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of
171. closing. Seller warrants that there is a right of access to the Property from a public right-of-way.

172. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,
173. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing.

174. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
175. proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
176. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
177. such notices received by Seller shall be provided to Buyer immediately.

178. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
179. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
180. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

181. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any
182. surveys, inspections or tests or for water, sewer, gas, or electrical service hookup as agreed to here. Buyer shall
183. restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any
184. restoration costs relative thereto.

185. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing
186. for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property
187. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's
188. option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,
189. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
190. directing all earnest money paid here to be refunded to Buyer.

191. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

192. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)
193. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)
194. ending at 11:59 P.M. on the last day.

195. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
196. stated elsewhere by the parties in writing.

197. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the listing broker shall release earnest money from the
198. listing broker's trust account:

- 199. (a) at or upon the successful closing of the Property;
- 200. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
- 201. *Agreement* executed by both Buyer and Seller;
- 202. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- 203. (d) upon receipt of a court order.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

204. Page 6 Date 06/28/2017

205. Property located at Rural Route

206. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
207. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
208. Seller shall affirm the same by a written cancellation agreement.

209. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the
210. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller
211. defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment,
212. either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here
213. that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory
214. Cancellation under MN Statute 559.217, Subd. 4.

215. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
216. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
217. performance, such action must be commenced within six (6) months after such right of action arises.

218. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
219. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
220. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
221. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

222. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
223. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
224. obtained by contacting the local law enforcement offices in the community where the Property is located
225. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web
226. site at www.corr.state.mn.us.

227. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this
228. Purchase Agreement consists of approximately 264.70 ☐ ACRES ☐ SQUARE FEET and is currently zoned
----- (Check one.) -----

229. _____

230. Seller discloses, to the best of Seller's knowledge, that the Property ☒ IS ☐ IS NOT in a designated flood plain
----- (Check one.) -----
231. area.

232. Seller discloses, to the best of Seller's knowledge, that the Property ☐ DOES ☒ DOES NOT currently receive
----- (Check one.) -----
233. preferential tax treatment (e.g. Green Acres).

234. Seller discloses, to the best of Seller's knowledge, that the Property ☐ IS ☒ IS NOT enrolled in any Federal, State, or
----- (Check one.) -----
235. local governmental programs (e.g., CREP, CRP, EQIP, WRP, Conservation programs, riparian buffers, Sustainable
236. Forest Incentive Act, etc.).

237. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
238. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS**
239. **PURCHASE AGREEMENT.**

240. BUYER HAS RECEIVED A: (Check any that apply.) ☒ DISCLOSURE STATEMENT: VACANT LAND OR A
241. ☐ DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.

242. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Vacant Land* or *Disclosure Statement:*
243. *Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.

244. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

245. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.**

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

246. Page 7 Date 06/28/2017

247. Property located at Rural Route

248. **ENVIRONMENTAL CONCERNS:** To the best of the Seller's knowledge there are no hazardous substances or
249. underground storage tanks, except where noted here:

250. _____

251. _____

252. _____

253. _____

254. _____

255. _____

256. **UTILITIES:** TO THE BEST OF SELLER'S KNOWLEDGE, THE FOLLOWING PRESENTLY EXIST WITHIN THE
257. PROPERTY:

258. Connection to public water	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
259. Connection to public sewer	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
260. Connection to private water system off Property	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
261. Connection to electric utility	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
262. Connection to natural gas	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

263. **PLEASE NOTE:** Buyer may incur additional charges improving the Property, including, but not limited to, hookup and/
264. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road
265. access, curb cuts, utility connection and connecting fees; and tree planting charges.

266. **(Check appropriate boxes.)**

267. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

268. **CITY SEWER** ☐ YES ☒ NO / **CITY WATER** ☐ YES ☒ NO

269. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

270. SELLER ☐ DOES ☒ DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
----- (Check one.) -----

271. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*
272. *Statement: Subsurface Sewage Treatment System.*)

273. **PRIVATE WELL**

274. SELLER ☐ DOES ☒ DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.
----- (Check one.) -----

275. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)

276. THIS PURCHASE AGREEMENT ☐ IS ☒ IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
----- (Check one.) -----

277. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**

278. (If answer is **IS**, see attached *Addendum.*)

279. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
280. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE**
281. **SEWAGE TREATMENT SYSTEM.**

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

282. Page 8 Date 06/28/2017

283. Property located at Rural Route

NOTICE

284. _____
285. CINDY HAGEN SOLBERG is ☒ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Licensee) (Check one.)

286. HAGEN REALTY
(Real Estate Company Name)

287. _____ is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Licensee) (Check one.)

288. _____
(Real Estate Company Name)

289. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

DUAL AGENCY REPRESENTATION

290. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

291. ☒ Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 293-309.*

292. ☐ Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 294-309.*

293. _____
294. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
295. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
296. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
297. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
298. Seller(s) and Buyer(s) acknowledge that

299. (1) confidential information communicated to Broker which regards price, terms or motivation to buy or sell will
300. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
301. information will be shared;

302. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

303. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
304. the sale.

305. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
306. and its salesperson to act as dual agents in this transaction.

307. Seller _____ Buyer _____

308. Seller _____ Buyer _____

309. Date _____ Date _____

310. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
311. cash outlay at closing or reduce the proceeds from the sale.

312. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
313. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved in
314. the transaction at the time these documents are provided to Buyer and Seller.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

315. Page 9 Date 06/28/2017

316. Property located at Rural Route

317. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
318. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
319. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
320. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

321. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
322. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
323. the closing and delivery of the deed.

324. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
325. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
326. identification numbers or Social Security numbers.

327. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
328. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
329. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**
330. **party whether the transaction is exempt from FIRPTA withholding requirements.**

331. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall
332. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer
333. and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
334. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and
335. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this
336. Purchase Agreement.

337. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
338. transaction constitute valid, binding signatures.

339. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy
340. must be delivered.

341. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
342. for deed.

343. **OTHER:**
344. **BUYER IS AWARE THAT THE SELLER IS A LICENSED REAL ESTATE BROKER IN THE**
345. **STATE OF MINNESOTA.**

346.

347.

348.

349.

350.

351.

352. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Purchase Agreement.
353. Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).

354. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement and should
355. not be part of the page numbering.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

356. Page 10 Date 06/28/2017

357. Property located at Rural Route

358. I, the owner of the Property, accept this Purchase
359. Agreement and authorize the listing broker to withdraw
360. said Property from the market, unless instructed otherwise
361. in writing.

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

**I have reviewed all pages of this Purchase
Agreement.**

362. **I have reviewed all pages of this Purchase Agreement.**

363. ☐ If checked, this Agreement is subject to attached
364. **Addendum to Purchase Agreement: Counteroffer.**

365. **FIRPTA:** Seller represents and warrants, under penalty
366. of perjury that Seller ☐ IS ☒ IS NOT a foreign person (i.e., a

----- (Check one.) -----

367. non-resident alien individual, foreign corporation, foreign
368. partnership, foreign trust, or foreign estate for purposes of
369. income taxation. (See lines 317-330.) This representation
370. and warranty shall survive the closing of the transaction
371. and the delivery of the deed.

372. **X** _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

373. **X** RICHARD A. SOLBERG
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

374. **X** M
(Marital Status)

X _____
(Marital Status)

375. **X** _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

376. **X** CYNTHIA HAGEN SOLBERG
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

377. **X** M
(Marital Status)

X _____
(Marital Status)

378. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
379. is the date on which the fully executed Purchase Agreement is delivered.

380. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
381. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

382. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE**
383. **DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION**
384. **AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE**
385. **AGREEMENT.**

386. **SELLER(S)** RICHARD A. SOLBERG

BUYER(S) _____

387. **SELLER(S)** CYNTHIA HAGEN SOLBERG

BUYER(S) _____



MINNESOTA
Bill #: 1181376

Property ID#: 07.0027700

Owner Name: SOLBERG RICHARD A

Taxpayer:

7533 7 <> **13/24**G51**
RICHARD A SOLBERG
17951 STATE HIGHWAY 11
GREENBUSH MN 56726-9205

\$\$\$ REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply.

Property Address:

Property Description:

264.70 Acres
W1/2 SW, E1/2 SE, NE SW LESS S 330 FT
OF E 1220 FT, W 100 FT OF SE SW, NW SE
LESS S 330 FT OF W 240 FT, SW SE LESS
W 240 FT; SECTION 14 TOWNSHIP 163
RANGE 41

Line 13 Special Assessment Detail:

D-87-2017 68.00
D-WS51-2017 57.77

DIANE GREGERSON
ROSEAU COUNTY TREASURER
606 5TH AVE SW, RM 140
ROSEAU, MN 56751
218-463-1215
d.gregerson@co.roseau.mn.us

Tax Statement			
2016 Values for Taxes Payable in		2017	
VALUES AND CLASSIFICATION			
Taxes Payable Year:		2016	2017
Step 1	Estimated Market Value:	213,400	213,400
	Homestead Exclusion:	0	0
	Taxable Market Value:	213,400	213,400
	New Improvements/Expired Exclusions:	0	0
	Property Classification:	Ag Hstd	Ag Hstd
Sent in March 2016			
Step 2	PROPOSED TAX NOTICE		
	Did not include special assessments		\$1,258.00
Sent in November 2016			
Step 3	PROPERTY TAX STATEMENT		
	First Half Taxes	Due 05/15/2017	\$660.00
	Second Half Taxes	Due 11/15/2017	\$660.00
	Total Taxes Due in 2017:		\$1,320.00

Tax Detail for Property:

Taxes Payable Year:		2016	2017
1.	Use this amount on Form M1PR to see if you are eligible for a homestead credit refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. <input type="checkbox"/>		\$0.00
2.	Use these amounts on Form M1PR to see if you are eligible for a special refund.	\$0.00	
3.	Property taxes before credits	\$1,336.23	\$1,194.23
4.	Credits that reduce your property taxes:		
	A. Agricultural market value credit	\$0.00	\$0.00
	B. Other Credits	\$0.00	\$0.00
5.	Property taxes after credits	\$1,336.23	\$1,194.23
6.	County:	\$642.62	\$581.16
7.	City or Town: TOWN OF DIETER	\$153.34	\$145.05
8.	State General Tax	\$0.00	\$0.00
9.	School District: ISD 0682		
	A. Voter Approved Levies	\$125.61	\$116.37
	B. Other Local Levies	\$335.43	\$264.87
10.	Special Taxing Districts		
	A. Watershed	\$71.64	\$79.46
	B. NW Multi-County HRA	\$5.51	\$5.38
	C. NW Regional Development	\$2.08	\$1.94
	D. Tax Increment	\$0.00	\$0.00
11.	Non-school voter approved referenda levies	\$0.00	\$0.00
12.	Total property tax before special assessments	\$1,336.23	\$1,194.23
13.	Special assessments Principal: 125.77 Interest: 0.00	\$125.77	\$125.77
14.	YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	\$1,462.00	\$1,320.00

PAYABLE 2017 2nd HALF PAYMENT STUB

TO AVOID PENALTY PAY ON OR BEFORE 11/15/2017

Property ID: 07.0027700

Bill #: 1181376

Taxpayer: RICHARD A SOLBERG
17951 ST HWY 11
GREENBUSH MN 56726

SECOND 1/2 TAX AMOUNT DUE: \$660.00

MAKE CHECKS PAYABLE TO: ROSEAU COUNTY

If your address has changed, please check this box and show the change on the back of this stub. ☐

Diane Gregerson
606 5th Ave. SW, Rm 140
Roseau, MN 56751

Your cancelled check is proof of payment. Please write your Property ID# on your check. Postdated checks are not held. Only official U.S. Postmark determines payment mail date. No receipt sent unless requested and is void until check is honored.

PAYABLE 2017 1st HALF PAYMENT STUB

TO AVOID PENALTY PAY ON OR BEFORE 05/15/2017

Property ID: 07.0027700

Bill #: 1181376

Taxpayer: RICHARD A SOLBERG
17951 ST HWY 11
GREENBUSH MN 56726

FULL TAX AMOUNT: \$1,320.00
FIRST 1/2 TAX AMOUNT DUE: \$660.00

EXHIBIT

"B"

PENGAD 800-631-6889

MAKE CHECKS PAYABLE TO: ROSEAU COUNTY

If your address has changed, please check this box and show the change on the back of this stub. ☐

Diane Gregerson
606 5th Ave. SW, Rm 140
Roseau, MN 56751

Your cancelled check is proof of payment. Please write your Property ID# on your check. Postdated checks are not held. Only official U.S. Postmark determines payment mail date. No receipt sent unless requested and is void until check is honored.

DETACH HERE AND RETURN THIS STUB WITH YOUR SECOND HALF PAYMENT.

DETACH HERE AND RETURN THIS STUB WITH YOUR FIRST HALF PAYMENT.

