



# *Stalcup* Ag Service

Farm Management • Appraisals • Consultations • Farm Real Estate

## LAND FOR SALE

O'Brien County, Iowa

Baker Township | Section 16

**80 +/- ACRES**

FROM HOSPERS:

5 MILES EAST ON B40 & 1 1/2 MILES SOUTH ON L36.

FROM GRANVILLE:

3 1/2 MILES EAST ON HIGHWAY 10 & 4 MILES NORTH ON L36.

[stalcupag.com](http://stalcupag.com) | 712-732-4811

PO Box 67 | 1705 N Lake Ave. | Storm Lake, IA 50588

# Saupe Revocable Trust

## OWNER:

Saupe Revocable Trust

## LEGAL DESCRIPTION:

The East Half of the Southeast Quarter (E 1/2) (SE 1/4) of Section Sixteen (16), Township Ninety-Five (95) North, Range Forty-Two (42) West of the 5th P.M., O'Brien County, Iowa.

## FSA INFORMATION:

Gross Acres: 80 acres  
Cropland Acres: 73.53 acres  
Tillable Acres: 72.8 acres  
CRP Acres: 0.73 acres  
Corn Base: 42.3 acres  
Corn PLC Yield: 183 bu/ac  
Soybean Base: 18.8 acres  
Soybean PLC Yield: 50 bu/ac  
CSR2: 91.5  
CSR: 71.4  
Primary Soils: Galva  
Secondary Soils: Colo, Primghar, Sac, Afton  
Real Estate Taxes: \$2,776/year  
Lease: Open for 2025

For additional information, please contact:



LUKE PEARSON, AFM  
Office: 712-732-4811  
Evenings: 712-229-8077  
lpearson@stalcupag.com



KENT SMITH AFM  
Office: 712-732-4811  
Evenings: 712-299-2091  
kksmith@stalcupag.com

SCAN ME



# stalcupag.com



stalcupagservice



@stalcupagservice9241

Terms: The buyer(s) will be expected to pay 10% cash down payment with offer & the balance at closing when clear & merchantable title will be given. Closing is approximately 30 days after accepted offer. Real estate taxes prorated to date of closing. Possession is given at closing with current tenant's lease expiring February 28, 2025. The sellers will retain the right to refuse any or all bids. Stalcup Agricultural Service, Inc. & its representatives are agents for the sellers. Stalcup Agricultural Service, Inc. Storm Lake. Licensed Real Estate Broker in IA, MN, NE & SD

THE INFORMATION CONTAINED HEREIN IS BELIEVED TO BE CORRECT, BUT NO RESPONSIBILITY THEREFORE IS ASSUMED BY THE OWNER OR BROKER.

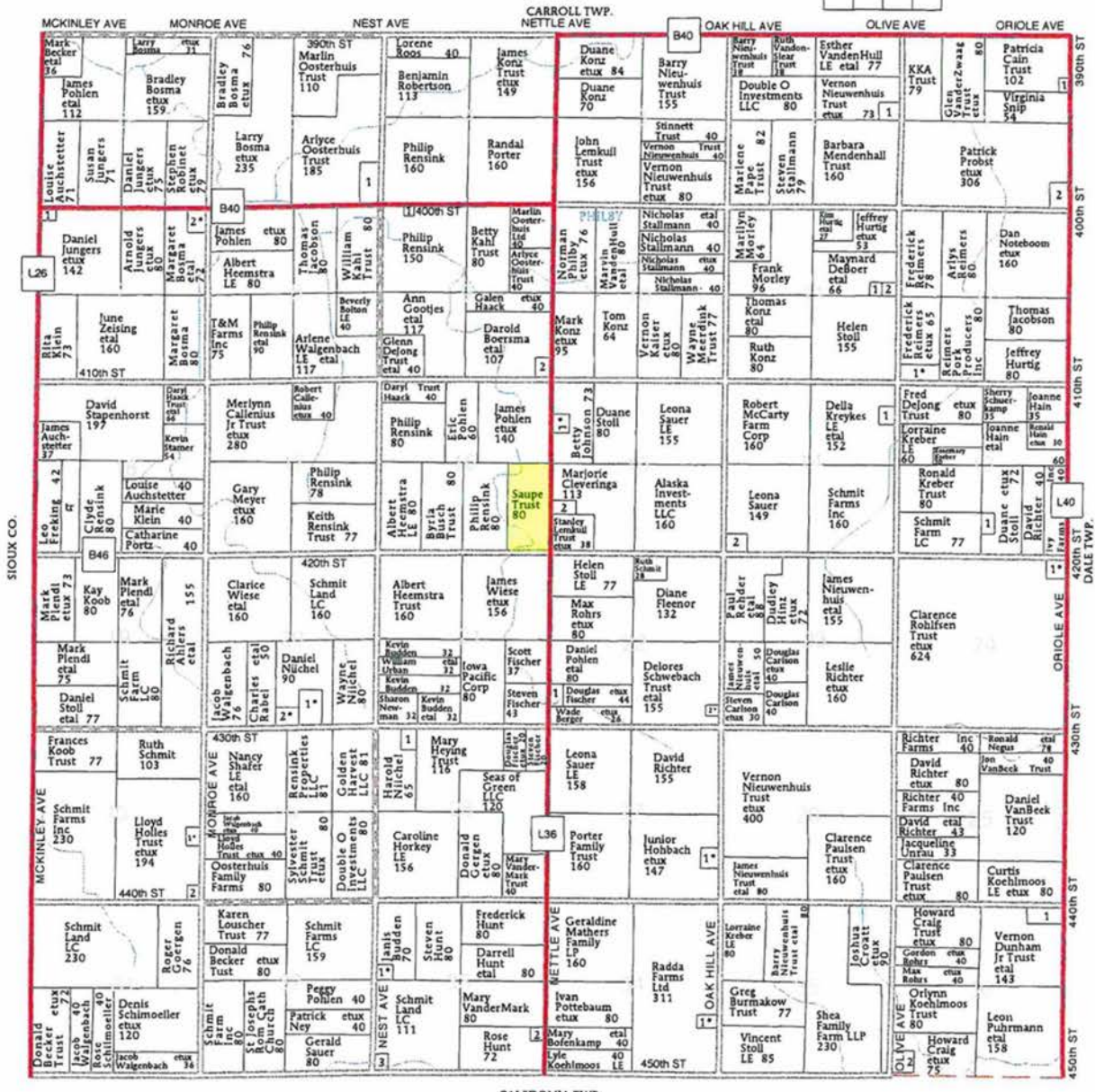
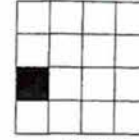
# PLAT MAP

T-95-N

## BAKER PLAT

R-42-W

(Landowners)



CALEDONIA TWP.

# AERIAL MAP



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Boundary Center: 43.044465, -95.803784



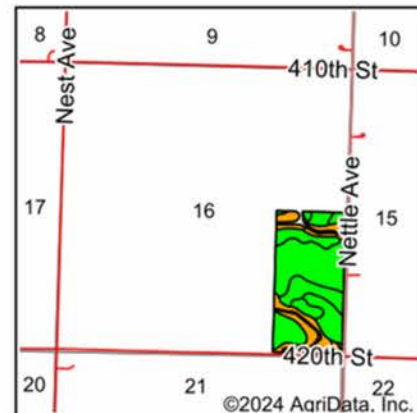
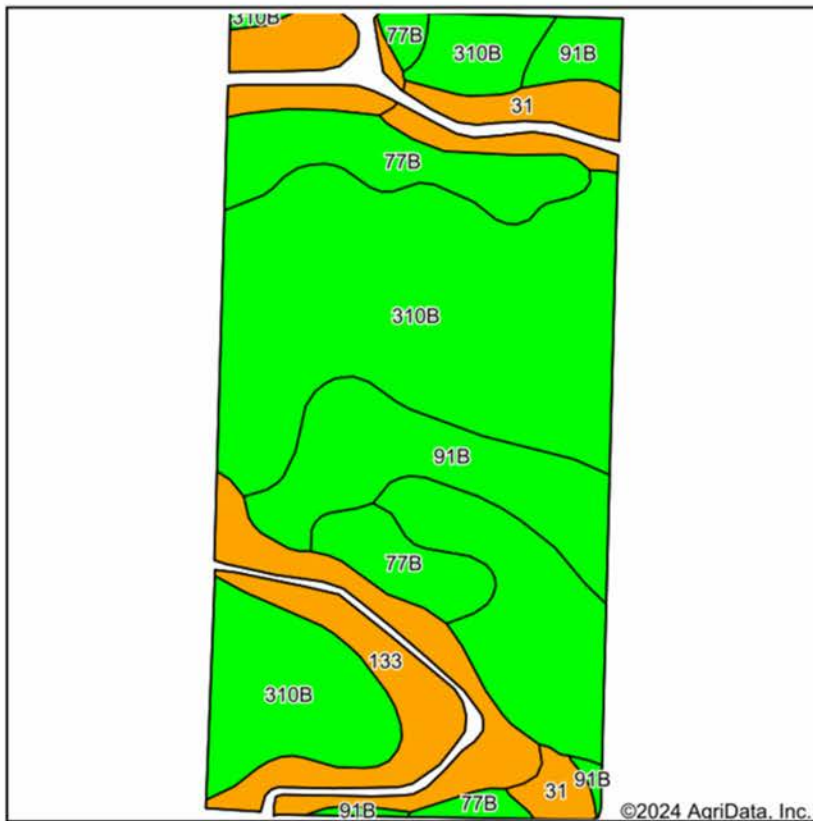
16-95N-42W  
O'Brien County  
Iowa



Maps Provided By:  
 **surety**  
CUSTOMIZED ONLINE MAPPING  
© AgriData, Inc. 2023 www.AgriDataInc.com

9/16/2024

# SOILS MAP



State: **Iowa**  
 County: **O'Brien**  
 Location: **16-95N-42W**  
 Township: **Baker**  
 Acres: **73.53**  
 Date: **9/16/2024**



Soils data provided by USDA and NRCS.

Area Symbol: IA141, Soil Area Version: 28

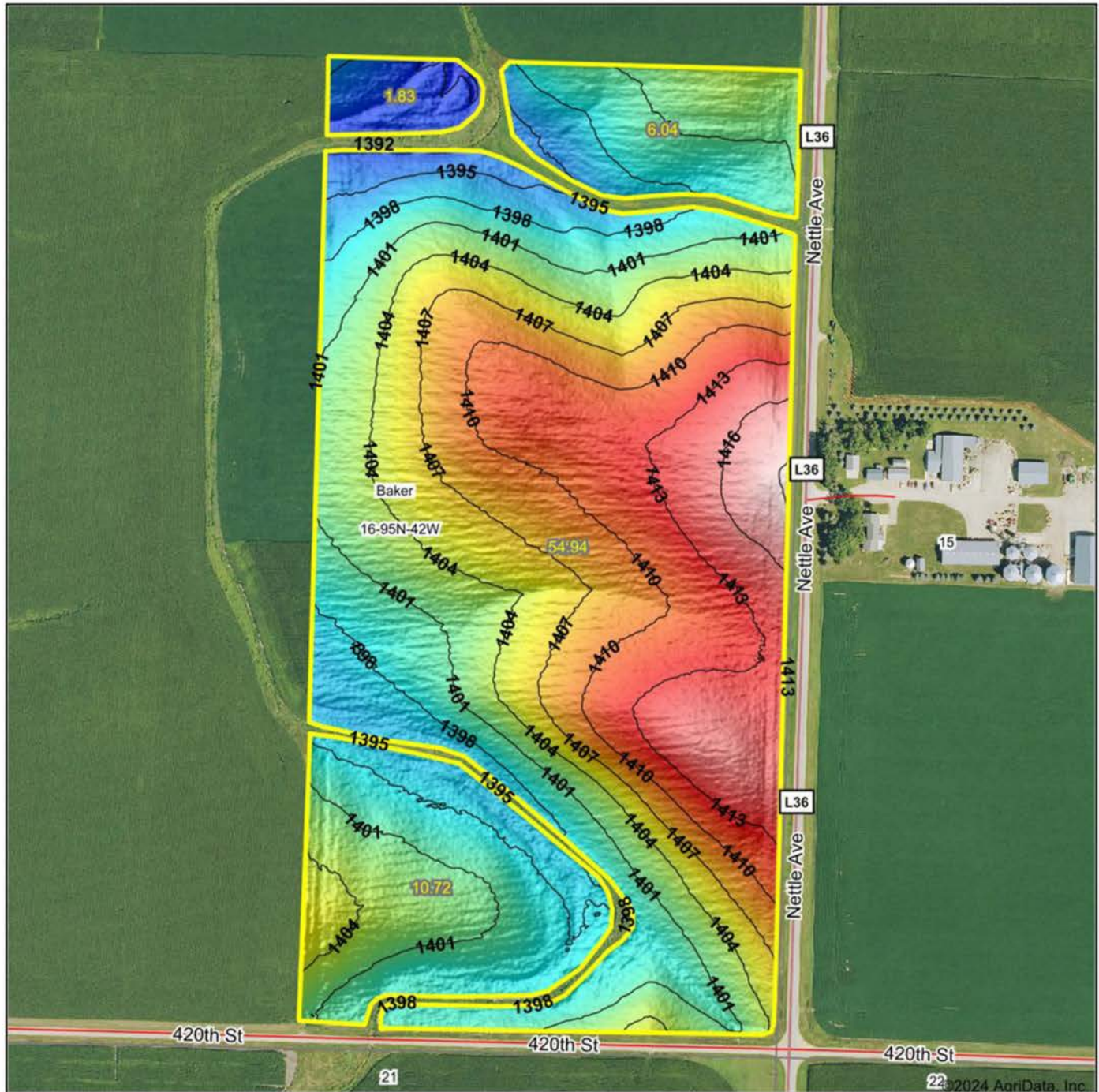
Code	Soil Description	Acres	Percent of field	CSR2 Legend	Non-Irr Class *c	*i Corn Bu	*i Alfalfa Tons	*i Soybeans Bu	*i Water-Holding Inch	CSR2**	CSR	
310B	Galva silty clay loam, 2 to 5 percent slopes	39.57	53.9%		lle	232.0	6.5	67.3	12.3	95	70	
133	Colo silty clay loam, deep loess, 0 to 2 percent slopes, occasionally flooded	11.65	15.8%		llw	204.8	4.3	59.4	11.8	78	73	
91B	Primghar silty clay loam, 2 to 5 percent slopes	9.48	12.9%		lle	232.0	6.0	67.3	11.7	95	78	
77B	Sac silty clay loam, loam substratum, 2 to 5 percent slopes	8.90	12.1%		lle	232.0	6.5	67.3	10.5	95	68	
31	Afton silty clay loam, 0 to 2 percent slopes, occasionally flooded	3.93	5.3%		llw	204.8	4.3	59.4	11.8	80	72	
<b>Weighted Average</b>						<b>2.00</b>	<b>226.2</b>	<b>6</b>	<b>65.6</b>	<b>11.9</b>	<b>91.5</b>	<b>71.4</b>

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

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

\*c: Using Capabilities Class Dominant Condition Aggregation Method

# TOPOGRAPHY HILLSHADE



Source: USGS 1 meter dem  
 Interval(ft): 3  
 Min: 1,391.1  
 Max: 1,419.7  
 Range: 28.6  
 Average: 1,404.3  
 Standard Deviation: 5.97 ft



Boundary Center: 43.044465, -95.803784

16-95N-42W  
 O'Brien County  
 Iowa

9/16/2024

# 4 Year Crop History



Owner/Operator:

Date:

Address:

Farm Name:

Address:

Field ID:

Phone:

Acct. #:

Crop Year:

Crop Year:



Crop Year:



Crop Year:



Boundary Center: 43.044465, -95.803784

State: IA

County: O'Brien

Legal: 16-95N-42W

Twnshp: Baker

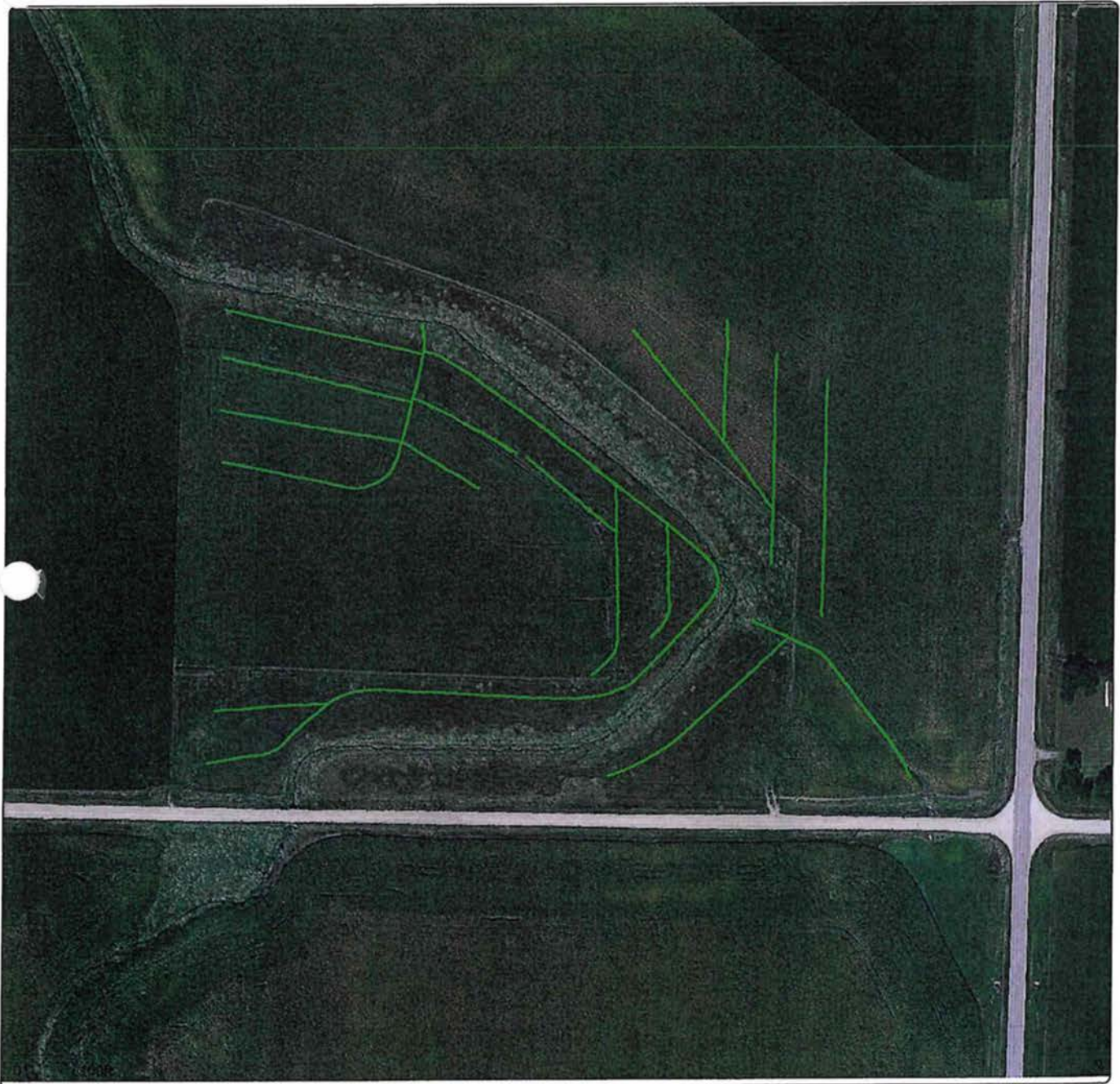


Maps Provided By:



#667 - 2011 Tile

→ #667 Saupe  
Managers Book

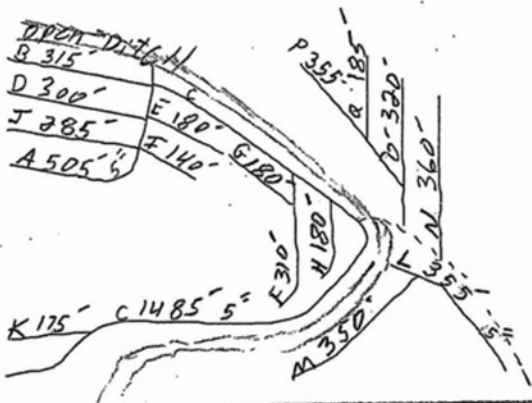


Grower : 667 Saupe Revocable Trust

Length : 5975.2 ft



North





420th St

Nettle Ave.

5980' 5"

Customer: STALCUP AG SERVICES		
Location: 667- SAUPE-BAKER TWP.16 OBRIAN CO.		
Scale: 350 feet	Spacing: 80	Date: 3/24/12



 Tile - Fall 06  
 Field Boundary

Date: Dec 12, 2006  
Field Name: Saupe 667  
Location: O'Brien Co., Iowa, United States  
Total Acres: 81.1  
Field Boundary Start Location:  
Latitude: 43.04083412  
Longitude: -95.80117877



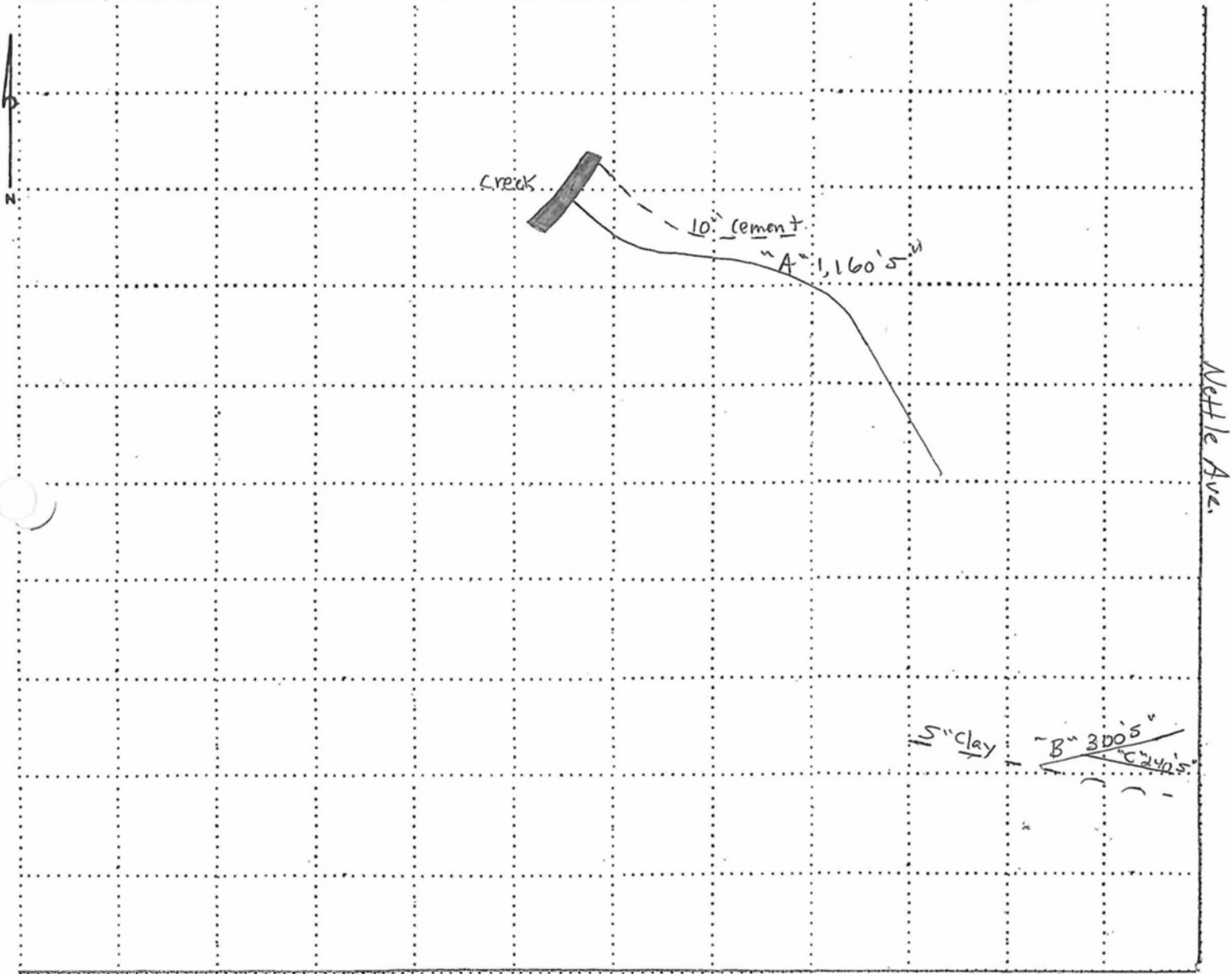
• FARM TILING •  
Bigelow, MN

# RUSSELL DRAINAGE Co.

Ph.: 507-683-2917  
• BACKHOE WORK •

Highway 60 South • Box 68  
Bigelow, MN 56117  
Phone: (507) 683-2917

LOCATION PLAN OF DRAINAGE SYSTEM



—LEGEND—

- Permanent Fence . . . . . x x x x x x x x x x
- Existing Drain Line . . . . . - - - - -
- Proposed Tile Line . . . . . \_\_\_\_\_

NER Saupe Trust # 667  
Section 16 Date 10-24-06  
Twp Baker Town Archer  
County O'Brien State IA

Spacing \_\_\_\_\_

**MATERIALS NEEDED**

1,700' 5"

\_\_\_\_\_

\_\_\_\_\_

Scale \_\_\_\_\_

Utilities \_\_\_\_\_

<b>CRP-1</b> (07-06-20)	<b>U.S. DEPARTMENT OF AGRICULTURE</b> Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION 19 141		2. SIGN-UP NUMBER 59
		3. CONTRACT NUMBER		4. ACRES FOR ENROLLMENT 0.73
<b>CONSERVATION RESERVE PROGRAM CONTRACT</b>		6. TRACT NUMBER 416	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 11/01/2023 9/30/2034	
		8. SIGNUP TYPE: Continuous		Initial: <b>JP</b> Date: <b>9-5-23</b>
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) O BRIEN COUNTY FARM SERVICE AGENCY 315 SOUTH RERICK PRIMGHAR, IA 51245-7714				
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (712) 757-3835				

**THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.**

9A. Rental Rate Per Acre	\$ 300.00	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 219.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$ <b>Initial: JP</b> <b>Date: 9-5-23</b>	416	0055	CP21	0.73	\$ 134.00
(Item 9C is applicable only when the first year payment is prorated.)						

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

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) <small>SAUPR IRREVOCABLE TRUST C/O STALCUP AG SERVICE PO BOX 67 STORM LAKE, IA 50588-0067</small>	(2) SHARE 100.00 %	(3) SIGNATURE (By) <i>Saupe Irrevocable Trust % Stalcup Ag Service By: [Signature]</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY <b>POA (Agent)</b>	(5) DATE (MM-DD-YYYY) <b>9-5-23</b>
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)

<b>12. CCC USE ONLY</b>	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
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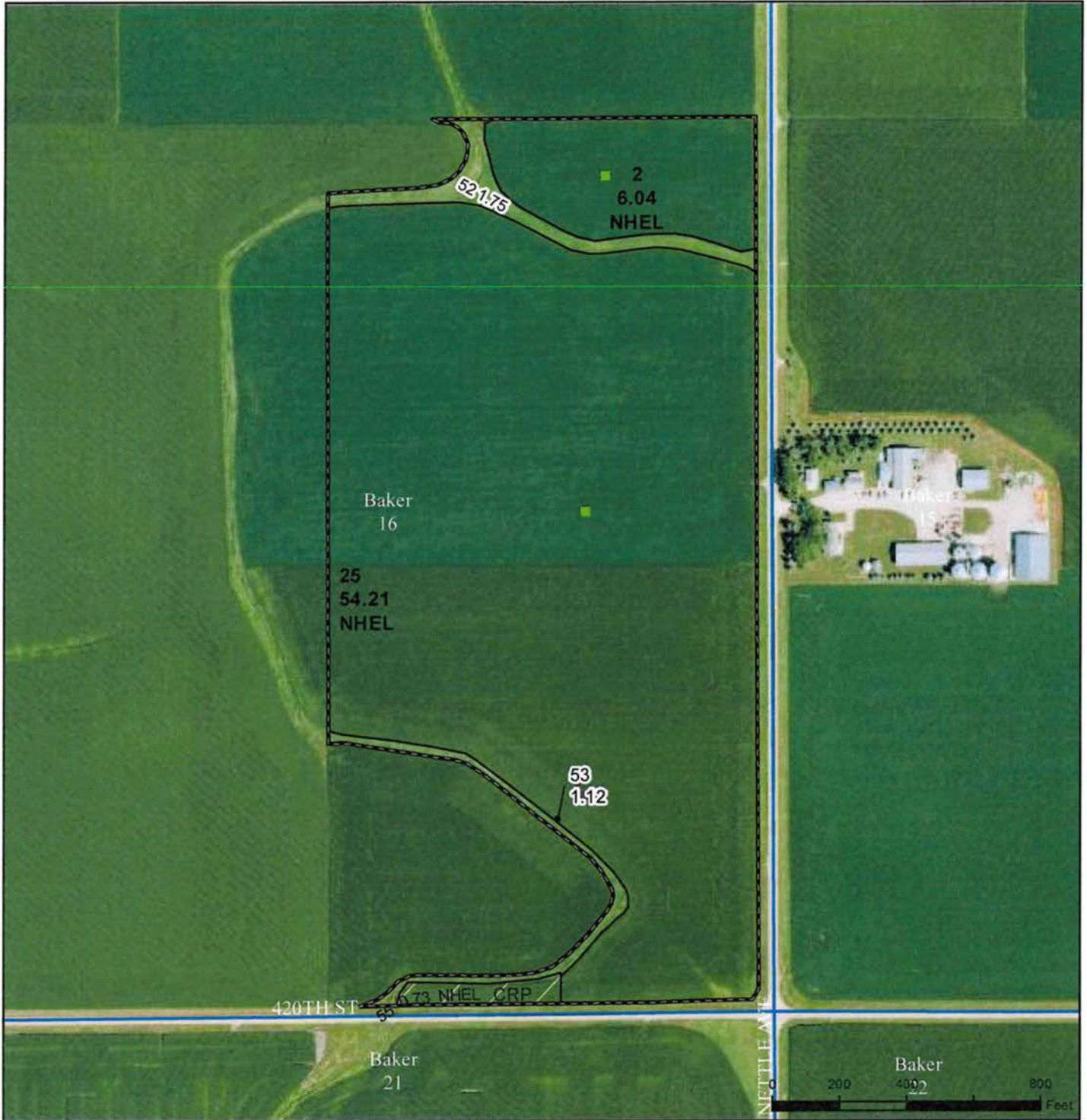
**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

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

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

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

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



**Legend**

- Non-Cropland
- CRP
- Iowa PLSS
- Cropland
- Tract Boundary
- Iowa Roads

**Wetland Determination**

- Restricted Use
- ▼ Limited
- Exempt from Conservation Compliance Provisions

Non-Irrigated  
Corn-Yellow-Grain  
Soybeans-Common-Grain

Tract Cropland Total: 60.98 acres

**2024 Program Year**

Map Created June 07, 2024

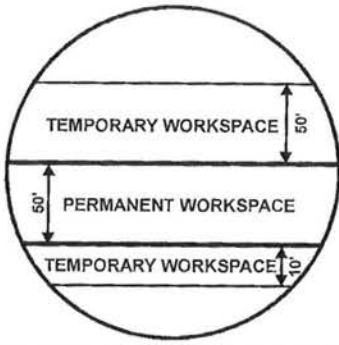
**Farm 9209**

**Tract 33199**

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

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

# EXHIBIT "B" PROPOSED ROUTE O'BRIEN COUNTY, IA



SEC. 16 T095N R42W



ROUTING LENGTH = 1323.825 FT. / ACCESS EASEMENT LENGTH = 0.000 FT.  
 IMPACTS: PIPELINE EASEMENT = 1.52 AC. / TEMPORARY CONSTRUCTION EASEMENT = 1.601 AC. / ATWS = 0.631 AC.

**Legend**

- PROPOSED ROUTE
- PARCEL BOUNDARY
- TEMPORARY CONSTRUCTION EASEMENT
- SECTION BOUNDARY
- PIPELINE EASEMENT
- ATWS
- ADJACENT PROPERTIES
- ACCESS EASEMENT

**NOTES:**

1. THE EASEMENTS ARE APPROXIMATELY SHOWN ON THIS EXHIBIT.
2. THIS SKETCH WILL BE UPDATED WITH A DRAWING SHOWING FINAL LOCATIONS OF EASEMENTS.
3. COORDINATE SYSTEM: UTM ZONE 15 NORTH, NAD83, US SURVEY FEET



**PROPOSED PIPELINE ROUTE**

DRAWN BY: CLS		SUMMIT CARBON SOLUTIONS MIDWEST CARBON EXPRESS  The Saube Revocable Trust Dated February 21, 1996  TAX ID: 0012164100, 0012164400  TRACT NUMBER: IA-OB-103-0325.000
CHECKED BY: CLS		
MAP DATE: 5/18/2022		
SCALE: 1 inch = 585'		
REV NO.	DATE	DESCRIPTION
1	3/7/2022	Rev1 Routing and Workspace Change
2	5/18/2022	Route Variance & Workspace Revision
DRAWING NO. IA-OB-103-0325.000		SHEET NO. 01 of 01

## Carbon Pipeline Easement

### Permanent Easement & Temporary Construction Easement

Tillable Footage = 1323.825 feet (+/-)

Permanent ROW Width = 50 feet

Temporary Construction Width\* (+/-) = 60 feet (+/-)

\*Temporary Construction Width may be wider than 50 feet in areas

### Permanent Easement

Acres = 1.52

### Temporary Construction Easement

Acres = 2.232

Total Acres to be impacted = 3.752

**EXHIBIT C**  
**ADDENDUM OF SPECIAL CONDITIONS**

This Exhibit C is attached to and incorporated into that Easement Agreement between Landowner and Company (the "Easement Agreement"). Landowner and Company agree that to the extent the following provisions of this Exhibit conflict with the provisions of the Easement Agreement, the provisions of this Exhibit shall control.

1. **Pipeline Diameter.** Notwithstanding the diameter stated in Section 1(a) of the Easement Agreement, the pipeline constructed pursuant to the Easement Agreement shall not exceed twenty-four inches (24") in nominal diameter.
2. **Drain Tile & Terrace Repair.** For so long as Company exercises its rights under the Easement Agreement, if Landowner notifies Company that any drainage tile, terrace or irrigation system on the Grantor's Property has been damaged as a direct result of Company's activities in connection with the Easement Agreement, then Company shall (a) investigate the damages and (b) if Company confirms the claim, then Company shall repair or, if Company deems necessary, replace the damaged portion of such tile, terrace or irrigation system or, at Landowner's option, pay to Landowner the reasonable costs to so repair or replace the damaged portion of such system either at its original location or at such other location as will accomplish its original purpose. Landowner agrees to provide Company with satisfactory documentation of the costs of such repair or replacement.
3. **Failure to Construct.** In the event Company has not commenced construction of the pipeline or other Pipeline Facilities within five (5) years after the Effective Date plus additional time referenced below (collectively, the "Commencement Period") then, upon the receipt of written request from Landowner, Company shall prepare a release of the Agreement and file it of record in the county in which the Landowner's Property resides. The Commencement Period shall be the period commencing on the Effective Date and continuing for five (5) years from the Effective Date plus any amount of time construction is delayed due to: (i) acts or orders of federal or state government; (ii) strikes; (iii) pandemics, (iv) a force majeure event, or (v) any other delay outside of Company's reasonable control.
4. **Termination of Temporary Construction Easement.** The Temporary Construction Easement shall expire upon completion of the initial construction of the Pipeline Facilities and restoration of the Easements on Landowner's Property, but not more than two (2) years after the commencement of construction on Landowner's Property and such additional reasonable time as is necessary to comply with provisions of the Easement Agreement, government permits or state reclamation requirements.
5. **Restricted Ingress & Egress.** Except in cases of emergency, ingress and egress on Landowner's Property shall be limited to the Pipeline Easement, Temporary Construction Easement, any area of Access Easement or other rights of way specifically shown on Exhibit B and any public rights of way.

Initials RM  
RM as Attorney-in-Fa  
for Lorna M. Saupe



6. **Restoration Requirements.** Except as otherwise agreed to in this Easement Agreement, Company agrees to comply with the land restoration rules and requirements set forth in 199 Iowa Administrative Code chapter 9, Iowa Code 479B.20 as well as the Company's final Agricultural Impact Mitigation Plan adopted by the Iowa Utilities Board, inclusive of any subsequently mandated changes or modifications (the "AIMP"). In the event of conflict between the AIMP and the Easement Agreement, said terms of the Easement Agreement shall control, unless such conflict causes the Company to breach the terms of the AIMP.
7. **Double Ditch.** Company agrees to install the pipeline using a conventional lay with double ditch method in active cropland and pasture, where practicable.
8. **Indemnification.** Company agrees to indemnify and hold Landowner harmless from and against any claim or liability or loss from personal injury or property damage resulting from or arising out of the use of the Easements by Company, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Landowner, or its servants, agents, tenants or invitees. Company also agrees to indemnify and hold Landowner harmless from and against any claim or liability or loss as a result of a contract dispute involving Company and any third party, except to the extent any claim, liability or loss is due to the gross negligence or willful misconduct of Landowner, or its servants, agents, tenants or invitees. Said indemnification shall include the responsibility to provide Landowner with a defense in the event said dispute results in litigation.
9. **Insurance.** Company shall carry insurance at commercially reasonable levels at any and all times Company, or any person or entity acting on Company's behalf, is on or about the Easements. Company shall cause Certificates of Insurance evidencing Company's coverage to be provided promptly to Landowner upon reasonable request, which shall not be more than once per year. All insurance requirements may be met by a combination of primary and excess insurance policies.
10. **Topsoil Segregation.** Company, and those acting by or on behalf of it, agree to implement measures to segregate the topsoil from the subsoil only to the extent necessary to facilitate Company's use of the Easements and to replace such removed topsoil and subsoil as reasonably practicable. To the extent this section conflicts with the rules and requirements set forth in 199 Iowa Administrative Code chapter 9, Iowa Code 479B.20 or the provisions of the AIMP, this section shall control.
11. **Drainage Tile.** Commencing at the boundary of the E ½ SE ¼ of S16, T95N, R42W of the Fifth Principal Meridian, O'Brien County, Iowa, and continuing to the east boundary of said parcel, company shall cause drainage tile to be installed along the North and South side of the pipeline in the Pipeline Easement approximately 15 feet from the pipeline, and at crossings where needed, connecting such tile to the existing outlets or future outlets, necessary to be constructed, at the West boundaries of such parcel, at a distance that will permit proper clearance between the pipeline and the tile and retain the integrity and safe operation of the pipeline.
12. **Easement Agreement Unchanged.** Except as specifically modified in this Exhibit, the terms of the Easement Agreement remain unchanged and in full force and effect.
13. **Capitalized Terms.** Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth in the Easement Agreement.

Initials RM

RM as Attorney-in-F  
for Loma M. Sauepe





