

# ◆ CLAYTON COUNTY LAND AUCTION ◆



6314 Chancellor Drive, Cedar Falls, IA 50613  
www.Hertz.ag ◆ 319-234-1949 ◆ CalW@Hertz.ag

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**273.40 Acres, m/l –September 20, 2022 @ 10:00 am**

Hybrid Auction: In-Person and Online Bidding

**SELLER**

***VIRGINIA J. BEHRENS REVOCABLE TRUST***

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## **AUCTION METHOD & TERMS OF SALE**

1. All bidding is open and public. Beneficiaries of the Estate have the same right to bid on the property just as any other bidder at this public auction. Registered bidders may be bidding in the room, through the Hertz website, through the Hertz app, or for those with inadequate technology, by phone with the assistance of a Hertz staff member. We DO have some Hertz staff in the audience who will be representing Buyers, either personally or via phone and potentially placing bids on their behalf.
2. By registering to bid and obtaining a bidder's number, you are agreeing to abide by the auction method and the terms and conditions of sale at this auction.
3. Hertz Real Estate Services, its auctioneer, and its representatives are agents of the Seller.
4. This land is being offered as six parcels. Parcels one through four will be offered by the **Choice and Privilege Method** with the choice to the high bidder to take any or all four parcels. Should the high bidder not select all parcels, the contending bidder will have the privilege to select the remaining parcel(s) at the high bid. Should the contending bidder elect not to purchase the parcel(s) that remains, the remaining parcel(s) will be offered with another round of bidding until there is a high bid posted for each parcel. Parcels five and six will be offered individually and will not be combined in any way.
5. Bidding on parcels one through four will be on a "dollars per acre" basis. The purchase price will be calculated by multiplying the per acre bid amount times the number of acres per the auction brochure. Parcels five and six will be sold on a total dollar basis, not on a per acre basis.
6. Properties will be surveyed soon following the conclusion of the auction. The final total purchase price for parcels one through four will be adjusted up or down based on the net surveyed acres. Parcels five and six will not be adjusted up or down should the net surveyed acres differ from the brochure.
7. ***YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING***, so be sure you have arranged financing, if needed, and are capable of paying cash at closing. In addition, ***YOUR BIDDING IS NOT CONDITIONAL UPON ANY BUYER OR LENDER INSPECTION***, so be certain you have completed your due diligence on the property prior to bidding.
8. Minimum bid increments are at the discretion of the auctioneer throughout the auction.
9. The successful bidder(s) will be required to execute a Real Estate Sales Agreement at the conclusion of the auction.
10. The successful bidder(s) will provide a 10% cash down payment at the close of the auction upon signing a Real Estate Sales Agreement. As successful buyer, within 24 hours of contract signing, your 10% down payment will need to either be wire transferred from your bank to the trust account of Hertz Real Estate Services or given by physical check to Sale Manager, Cal Wilson.

\* ANNOUNCEMENTS MADE BY THE AUCTIONEER TAKE PRECEDENCE OVER THIS PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. \*

11. The sale is subject to final confirmation and acceptance of the final bid prices by the Seller(s).
12. Closing will take place on or before November 1, 2022, or as soon thereafter as applicable closing documents are completed.
13. The Seller(s) will provide a deed and an updated abstract upon full payment of the purchase price at the time of closing.
14. Possession of the parcels will be granted at closing subject to existing lease. Buyer(s) shall have full farming rights for the 2023 crop year, subject to expiration of any existing Farm Lease. Tenant has agreed to release possession of the property on December 1, 2022. Cattle have the right to be in all fenced in areas on all parcels until December 1, 2022.
15. Real Estate Taxes will be prorated to closing date. Any closing credits shall be based upon the most recently ascertainable real estate tax information, and the Buyer(s) will be responsible for all real estate tax payments thereafter.
16. Pertaining to parcel one, Buyer is aware that the current water source to pasture cattle lies on parcel two only.
17. Pertaining to parcels three and four, Buyer is aware that the only known source and access to drinking water for livestock lies on parcel five. Buyer will have no perpetual legal right, as of December 1, 2022, to access or source drinking water from parcel five.
18. Pertaining to parcel five, the septic system has been inspected and meets county code. Well has been tested and was deemed safe for human consumption. Any LP left in LP tank shall become possession of Buyer at closing at no expense to Buyer.
19. Pertaining to parcel six, Sellers will credit buyers at closing \$6,800 towards future septic system installation or at Buyer's option, Seller will bring the existing septic system up to existing codes prior to closing. Well has been tested and was deemed safe for human consumption. Any LP left in LP tank shall become possession of Buyer at closing at no expense to Buyer.
20. Seller may leave behind a few miscellaneous items of personal property, said items will become the possession of the Buyer at closing.
21. Any mineral rights owned by the Seller(s) will be transferred to the Buyer(s) at closing.
22. Your bidding at this auction is based solely upon your inspection and due diligence. All real estate and any improvements are sold on an "AS IS, WHERE IS, WITH ALL FAULTS" basis without any warranties or representations as to fitness for a particular use, access, water quantity or quality, physical or environmental condition. Neither the Seller(s) nor the Auction Company are warranting any specific zoning classification, location of utilities, assurance of building permits, driveway permits or water or septic permits. Please refer to the auction brochure and the Purchase Agreement, each of which is available for your review, for any applicable disclaimers and disclosures. It is the responsibility of each bidder to become familiar with this information.
23. Bid Assistants in the room will be directing their bids to auctioneer, while the auction Clerk will be doing the same for online bids. At any time during the auction there may be occasion where in-room bids are received and accepted prior to an online bid, thereby creating a rejection of the online bid, and vice versa. Since we have a hybrid of in-person and online bidders, all bidders should be aware that the Auctioneer will determine the order of bid acceptance.
24. For online bidders, we will not accept any max bids that are placed through the bidding platform, as in-room bidders do not have that option.
25. We will not be taking any planned breaks. Online bidders should use the "Request a Break" phone number to request a break, if needed; while in-room bidders should address a break request to one of the bid assistants in the room.
26. As bidding in any round slows, the auctioneer will wind up that round of bidding with a countdown. If a bid comes in during the countdown, bidding will resume. This process will repeat throughout the round until a countdown reaches ZERO with no new bids.
27. All real estate is sold subject to all other terms and conditions set forth in the Real Estate Sales Agreement.

**Thanks very much for your interest in this auction!**  
**Please contact Sale Manager, Cal Wilson, with *Hertz Real Estate Services***  
**if you have any questions.**

**IMPORTANT PHONE NUMBER**

**Property Questions, Bidding  
Questions, or Request a Break**

**515-215-2196**