

# CASS COUNTY, ND LAND AUCTION

Opens: Friday, December 1 | 8AM

Closes: Friday, December 8 | 10AM 2023

TIMED ONLINE

**Auctioneer's Note:** This auction includes 3 quarters of farmland. Two are located close to Colgate in NW Cass County and the other is located south of Galesburg in Dows township. This is a great opportunity to add 3 quarters of highly productive farmland to your land holdings. All 3 tracts are available to farm for the 2024 growing season.





Contact Max Steffes at Steffes Group, 701.237.9173 or 701.212.2849; Brad Olstad, 701.238.0240; or visit SteffesGroup.com.

Steffes Group, Inc. | 2000 Main Avenue East, West Fargo, ND | 701.237.9173 | SteffesGroup.com

The Terms and Conditions of Sale are set forth in the Buyer's Prospectus and the Earnest Money Receipt and Purchase Agreement (the "Purchase Agreement"). The information set forth is believed to be accurate. However, the owner of the properties and Steffes Group make no warranties or guaranties expressed or implied. Information contained in this document was collected from sources deemed to be reliable and is true and correct to the best of the writer's knowledge. Auctioneers and owners will not be held responsible for advertising discrepancies or inaccuracies

### All announcements on auction day take precedence over previously advertised information.

Prospective buyers are advised to consult with an attorney of their choice with respect to the purchase of any real property including but not limited to, seeking legal advice from their own attorney regarding disclosures and disclaimers set forth below.



Steffes Group along with their employees are seller's agents and are licensed in the state where the property is located. We strongly recommend buyers secure buyer representation. at their expense, in all real estate transactions.

The sale of this property IS NOT contingent on the Buyer securing financing or any other Buyer contingencies.

### THE AUCTION BEGINS ON FRIDAY, **DECEMBER 1 AND WILL END AT** 10AM FRIDAY, DECEMBER 8, 2023.

All bidders must register their name, address, and telephone number in order to receive a bidding number, or all bidders must register with SteffesGroup.com as an online bidder to participate in the auction sale online.

The successful bidder will be required to sign an Earnest Money Receipt and Purchase Agreement at the close of the real estate auction. A total deposit of 10% of the contract sale price will be required. Those funds will be placed in a Real Estate Trust Account as good faith money until closing

Down payment is due on the day the bidding closes and signing of the contracts will take place through email and electronic document signatures. In the event the auction bidding closes after 3:00pm, the earnest money will be due the following business day.

The contract signing will take place at Steffes Group, 2000 Main Ave. E, West Fargo, ND 58078

If the winning bidder is unable to come to the Steffes office for signing of the contract, arrangements will be made to email or fax a copy of the contract for signature. The buyer would fax the signed copy back to 701.237.9173 or send a scanned copy by email.

Purchasers who are unable to close because of insufficient funds will be in default and the deposit money will be forfeited. Balance of the purchase price must be paid in full at closing on or before: Tuesday, January 23, 2024.

Closing will take place at Seller's closing attorney office, or a professional closing company agreeable to both buyer and seller.

Seller will provide up-to-date merchantable abstract(s) or (ii) an ALTA title insurance commitment ("Title Commitment") for issuance to Buyer of an ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the purchase price. In the event Seller elects to furnish a Title Commitment, Seller shall pay for 50% of the cost of the premium for the Title Policy, and Buyer shall pay for 50% of the cost of the premium for the Title Policy.

Property will be conveyed by a Personal Representative Deed.

2023 Taxes: Paid by SELLER. 2024 Taxes: Paid by BUYER.

Subsequent taxes and or special assessments, if any, to be paid by buyer. Real Estate Taxes are subject to reassessment under new owner.

Closing Agent Fee will be shared equally between Buyer and Seller.

The auction sale is for registered bidders and their guests. All bidding is open to the public and the property is offered for sale to qualified purchasers without regard to sex, race, color, religion, natural origin or handicap.

Please note the bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid.

THE PROPERTY WILL BE SOLD **AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED.** 

### THE PROPERTY WILL BE SOLD **UPON SELLER CONFIRMATION.**

### PROPERTY SOLD WITHOUT WARRANTY

All dimensions and descriptions are approximations only based upon the best information available and are subject to possible variation. Sketches may not be drawn to scale and photographs may not depict the current condition of the property. Bidders should inspect the property and review all the pertinent documents and information available, as each bidder is responsible for evaluation of the property and shall not rely upon the Seller, Broker or Auctioneer, their Employees or Agents. The property will be sold AS IS and without any warranties or representations, expressed or implied.

#### SUCCESSFUL BIDDER

The successful bidder of the property shall be determined by competitive bidding. Should any dispute arise between bidders, the auctioneer shall have the right to make the final decision either to determine the successful bidder or to re-offer the property that is in dispute. The auction will be recorded and the auctioneer's records shall be conclusive in all respects.

### **SELLER'S PERFORMANCE**

The Seller has agreed to the terms of the sale as published. However, the Broker and Auctioneer make no warranties or guarantees as to the Seller's performance.

### **AGENCY DISCLOSURE**

Steffes Group, Inc. is representing the Seller.

#### **POSSESSION**

Possession will be at closing or completion of current crop harvest, whichever is later, unless otherwise agreed to in writing and agreeable by buyer and seller.

#### MINERAL RIGHTS

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

### **ENVIRONMENTAL DISCLAIMER**

The Seller, Broker and Auctioneers do not warrant with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste prohibited by federal, state or local law. Buyer is

responsible for inspection of the property prior to purchase for conditions including but not limited to water quality, and environmental conditions that may affect the usability or value of the property. No warranties are made as to the existence or nonexistence of water wells on the property, or the condition of any well.

### **EASEMENTS AND SURVEY**

This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, any results that an accurate survey may show, as well as all applicable zoning laws.

#### **BUYER DEFAULT**

When using our online auction services, you are making a firm commitment to purchase said item(s) and are entering into a legal and binding contract. Bids may not be cancelled or retracted for any reason.

Non-paying bidders or fraudulent bidding will subject you to legal recourse and possible criminal charges including any fraud and/or interstate commerce violations.

#### INTERNET RISK

You acknowledge that the internet may be an unreliable and error-prone network. Steffes Group will not guarantee that bids placed online will always be transmitted to or received by the auctioneer in a timely fashion. You agree to hold Steffes Group, Inc. and its employees harmless for any interruptions in online bidding. At the sole discretion of the Company, the auction may be suspended, postponed, or cancelled if internet service is unstable or disrupts the online portion of any event that is simulcast as an Internet

Further, the auctioneer has the sole discretion to accept or refuse any bid. Steffes Group retains the right, at our sole discretion, to add, delete, or change some or all of our online services and the terms and conditions governing their online auctions at any time without notice.

### **BIDDING PROCEDURE**

As a buyer you have two objectives to accomplish:

- 1. Purchasing the property.
- 2. Purchasing the property at a price you can afford.

How is this accomplished?

- Estimate comparative value.
- 2. Experienced buyers always decide what to pay before the bidding begins.
- 3. Inspect the property carefully.
- 4. Compare with other properties available in the area.
- 5. Check the selling price of previously sold properties.
- 6. Discuss your buying plans with a lender. Have your financing arrangements made in advance.
- 7. This sale is not subject to financing.

### AVOID OVER OR UNDER BIDDING

- · Always bid on a property toward a price.
- Establish that price before the bidding begins. By doing this you will avoid getting caught up in the auction excitement and pay a price that is too high for the market or one that you cannot afford. It will also make you confident to bid to your established fair market value. Many bidders who do not plan ahead end up with regrets after the auction because they were too nervous or uncertain about their judgment to bid.

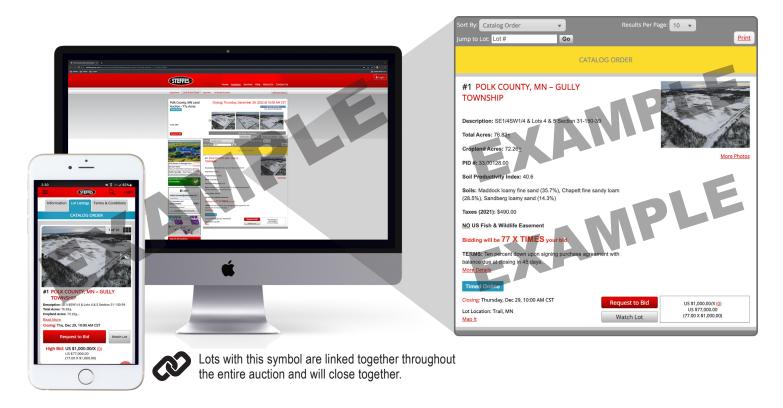
#### THE BIDDING STRATEGY

- · Research and know the value of the property.
- · Have your financing arranged before the
- · Establish your highest and best bid before the bidding begins
- · Make your bids promptly to force other bidders up or out without delay.

# Timed Online Bidding Process

Please note the bidding will not close until there has been no bidding activity for a period of 4 minutes. This is accomplished through the bid extension feature of our website. Bids placed within the last 4 minutes of the auction will extend the auction an additional 4 minutes. Bid extensions continue and the auction does not end until there are no bids for 4 minutes. Our goal is to realize the highest return to the seller, and satisfy all interested parties.

This is an AUCTION! To the Highest Bidder. The bidding will not close and property will not be sold until everyone has had the opportunity to make their highest and best bid. PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!



# DECEMBER 2023

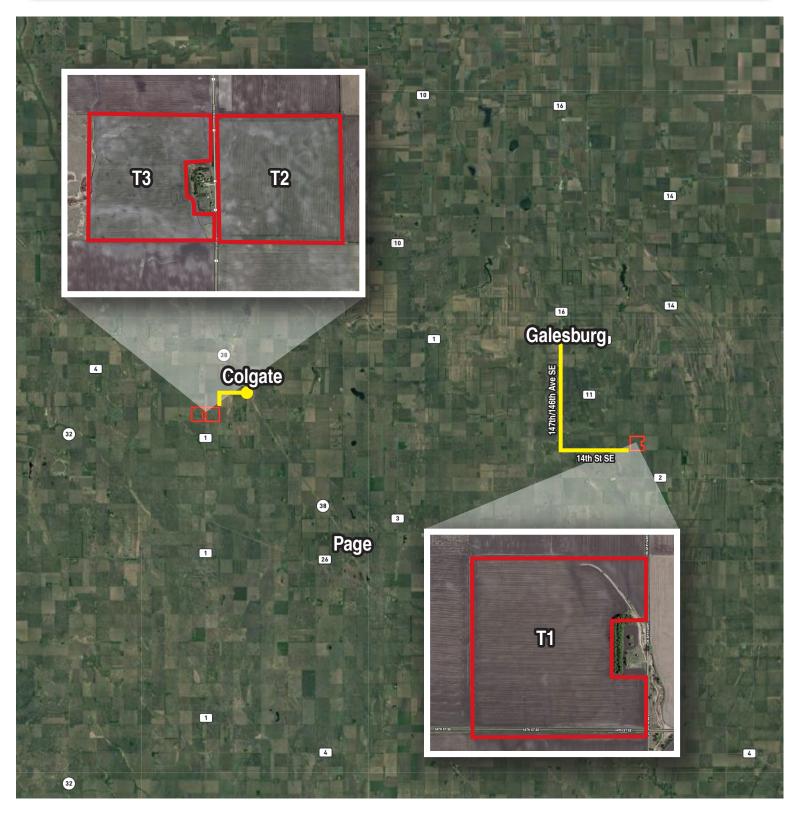
S	M	T	W	TH	F OPENS	S
					T CLOSES	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
<sup>24</sup> / <sub>31</sub>	25	26	27	28	29	30

### Cass County, ND - Dows & Rochester Township

Tract 1 Located: From Galesburg, south 4 miles on 147th/146th Ave. SE, east 2-1/2 miles on 14th St. SE to the SW corner of T1.

Tract 2 & 3 Located: From the Jct. of Hwy. 38 & 12th St. SE (south of Colgate), east 1-1/2 miles on 12th St. SE, south 1/2 mile on 133rd Ave SE to Tracts 2 & 3.

Total Acres: 458.55±
To Be Sold in 3 Tracts!

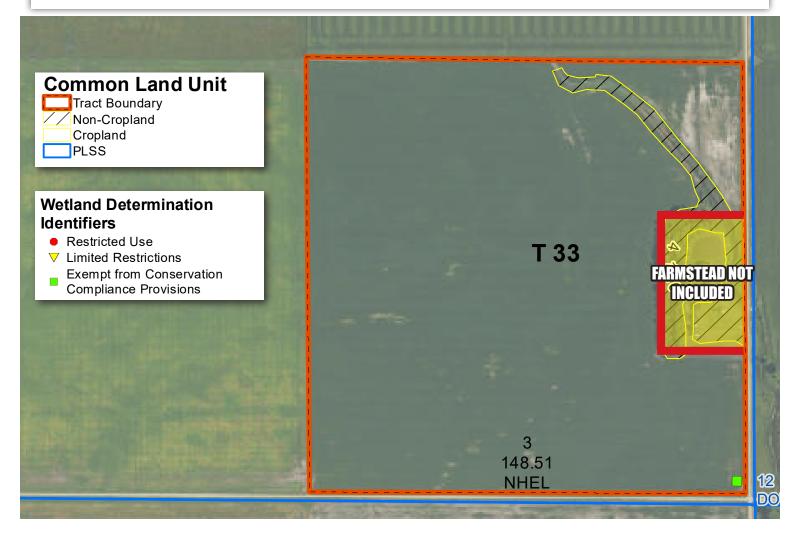


Description: SE1/4 Less 10+ Acre Farmstead Section 11-143-53

Total Acres: 153.96±
Cropland Acres: 148.51±
PID #: 33-0000-03346-010
Soil Productivity Index: 80.1

Soils: Wyndmere loam (57.3%), Lankin-Gilby loam (35.3%), Lankin loam (3.9%)

Taxes (2022): \$1,790.83



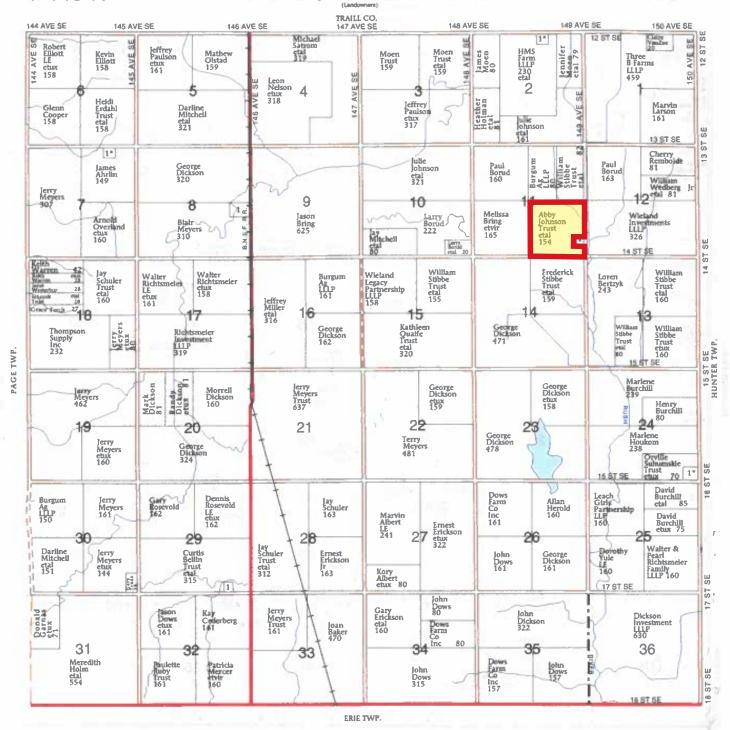




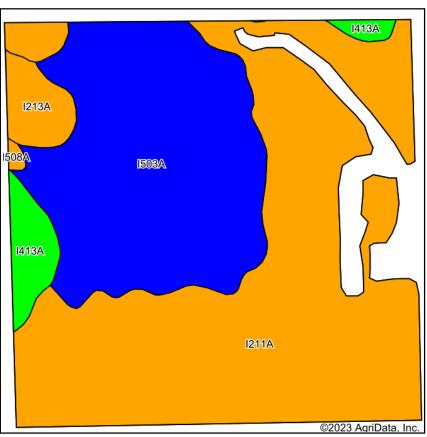
T-143-N

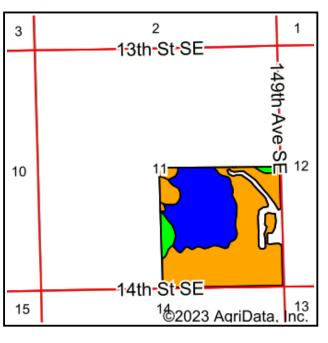
# DOWS PLAT

R-53-W









Soils data provided by USDA and NRCS.

Area S	rea Symbol: ND017, Soil Area Version: 22										
Code	Code Soil Description Acres Percent of field PI Legend Non-Irr Class *c Productivity Index										
I211A	Wyndmere loam, 0 to 2 percent slopes	85.09	57.3%		lle	76					
I503A	Lankin-Gilby loams, 0 to 2 percent slopes	52.35	35.3%		llc	86					
I413A	Lankin loam, 0 to 2 percent slopes	5.85	3.9%		llc	91					
I213A	Embden fine sandy loam, 0 to 2 percent slopes	4.81	3.2%		Ille	74					
I508A	08A Wheatville-Mantador-Delamere loams, clayey substratum, 0 to 2 percent slopes 0.41 0.3% IIe 80										
	Weighted Average 2.03 80.1										

 $<sup>^\</sup>star c:$  Using Capabilities Class Dominant Condition Aggregation Method Soils data provided by USDA and NRCS.

# Tract 1 Abbreviated 156 Farm Records

Tract Number : 33

**Description** : SE 11-143-53

FSA Physical Location : NORTH DAKOTA/CASS

ANSI Physical Location : NORTH DAKOTA/CASS

BIA Unit Range Number :

HEL Status : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners : EVELYN JOHNSON, ABBY JOHNSON FAMILY TRUST

Other Producers : None
Recon ID : None

	Tract Land Data										
Farm Land Cropland DCP Cropland WBP EWP WRP GRP Sug											
	158.55	148.51	148.51	0.00	0.00	0.00	0.00	0.0			

State Conservation	Effective DCP Cr		Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	148.51	0.00	0.00	0.00	0.00	0.00

	DCP Crop Data									
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield							
Corn	73.73	0.00	125							
Sunflowers	0.88	0.00	1339							
Soybeans	63.71	0.00	34							

TOTAL 138.32 0.00



Parcel #: 33-0000-03346-010

Owner: ABBY JOHNSON FAMILY TRUST ETAL

Address: N/A
DOWS TWP ND 99999

Jurisdiction: Dows Township

Mortgage
Company:

<u>Map View</u> - <u>Legal Description</u> - <u>Property details</u> <u>Agricultural Land Value Calculation</u> Mail To:

Mill Levy Rate
Consolidated
Specials:

Statement #220160050 Mill Levy Rate: 198.18 \$1,735.08 Consolidated: \$0.00 Drains: \$55.75 Other: \$0.00 Discounts: \$86.75 Pen/Int: \$0.00 1st Due: \$0.00 2nd Due: \$0.00 Amount Due: \$0.00 Grand Total Due: \$0.00

2022

### Statements

Year	Statement #	Туре	Tax	Penalty	Interest	Discount *	Paid	Balance	Add to Cart
2022	220160050	Real Estate	\$1,790.83	\$0.00	\$0.00	\$86.75	\$1,704.08	\$0.00	Paid
2021	210159351	Real Estate	\$1,840.06	\$0.00	\$0.00	\$89.20	<u>\$1,750.86</u>	\$0.00	Paid
2020	200158360	Real Estate	\$1,861.63	\$0.00	\$0.00	\$90.27	<u>\$1,771.36</u>	\$0.00	Paid
2019	190157264	Real Estate	\$1,694.52	\$0.00	\$0.00	\$81.92	<u>\$1,612.60</u>	\$0.00	Paid
2018	<u>180156543</u>	Real Estate	\$1,645.92	\$0.00	\$0.00	\$79.49	<u>\$1,566.43</u>	\$0.00	Paid
2017	170155651	Real Estate	\$1,587.51	\$0.00	\$0.00	\$76.57	\$1,510.94	\$0.00	Paid
2016	<u>160155585</u>	Real Estate	\$1,553.37	\$0.00	\$0.00	\$74.86	<u>\$1,478.51</u>	\$0.00	Paid

### Assessments

Уваг	Agricultural	Resid	lential	Comm	nercial	Total	Taxable Value	Credits	Net Taxable Value
	Land	Land	Building	Land	Building		Before Credits		
2022	\$175,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175,100.00	\$8,755.00	\$0.00	\$8,755.00
2021	\$182,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$182,600.00	\$9,130.00	\$0.00	\$9,130.00
2020	\$184,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$184,500.00	\$9,225.00	\$0.00	\$9,225.00
2019	\$169,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$169,800.00	\$8,490.00	<u>\$0.00</u>	\$8,490.00
2018	\$163,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$163,300.00	\$8,165.00	\$0.00	\$8,165.00
2017	\$158,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$158,300.00	\$7,915.00	\$0.00	\$7,915.00
2016	\$158,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$158,300.00	\$7,915.00	<u>\$0.00</u>	\$7,915.00

Description: SW1/4 Less R/W Section 5-143-55

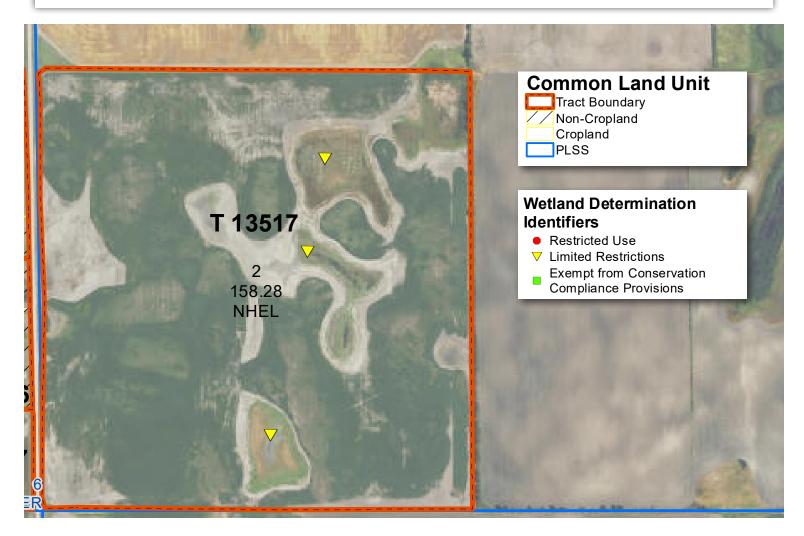
Total Acres: 156.73±

Cropland Acres: 158.28± (cropland acres exceed total acres)

PID #: 62-0000-11421-000 Soil Productivity Index: 62.3

Soils: Hamerly-Wyard loams (60.6%), Renshaw-Sioux complex (31.0%), Vallers loam (5.1%)

Taxes (2022): \$1,582.77







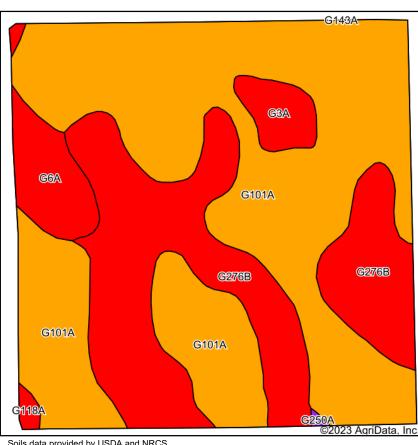
### T-143-N

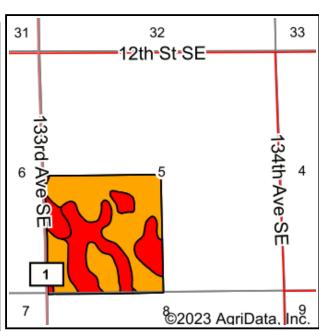
# ROCHESTER PLAT

### R-55-W









Soils data provided by USDA and NRCS.

Area Syr	rea Symbol: ND017, Soil Area Version: 22										
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index					
G101A	Hamerly-Wyard loams, 0 to 3 percent slopes	95.93	60.6%		lle	77					
G276B	Renshaw-Sioux complex, 2 to 6 percent slopes	49.11	31.0%		IVs	40					
G6A	Vallers loam, 0 to 1 percent slopes	8.00	5.1%		IVw	46					
G3A	Parnell silty clay loam, 0 to 1 percent slopes	4.33	2.7%		Vw	25					
G118A	Vallers loam, saline, 0 to 1 percent slopes	0.73	0.5%		IVw	42					
G250A	50A Divide loam, 0 to 2 percent slopes 0.18 0.1% IIs 58										
			Wei	ghted Average	2.81	62.3					

 $<sup>^\</sup>star c:$  Using Capabilities Class Dominant Condition Aggregation Method Soils data provided by USDA and NRCS.

# Tract 2 Tax Statement

62-0000-11421-000 Parcel #: Mail To: Statement #220168116 ABBY JOHNSON FAMILY TRUST Owner: ETAL Mill Levy Rate: 161.29 N/A \$953.24 Address: Consolidated: ROCHESTER TWP ND 99999 Specials: \$0.00 Jurisdiction: Rochester Township \$629.53 Drains: Mortgage Other: \$0.00 Company: Discounts: \$47.66 Pen/Int: \$0.00 Map View - Legal Description - Property details Agricultural Land Value Calculation 1st Due: \$0.00 2nd Due: \$0.00 Amount Due: \$0.00 Grand Total Due: \$0.00

### Statements

Year	Statement #	Туре	Tax	Penalty	Interest	Discount *	Paid	Balance	Add to Cart
2022	220168116	Real Estate	\$1,582.77	\$0.00	\$0.00	\$47.66	<u>\$1,535.11</u>	\$0.00	Paid
2021	210167398	Real Estate	\$1,278.60	\$0.00	\$0.00	\$48.19	\$1,230.41	\$0.00	Paid
2020	200166358	Real Estate	\$1,261.11	\$0.00	\$0.00	\$47.31	\$1,213.80	\$0.00	Paid
2019	190165222	Real Estate	\$1,334.53	\$0.00	\$0.00	\$50.99	<u>\$1,283.54</u>	\$0.00	Paid
2018	180164468	Real Estate	\$1,246.63	\$0.00	\$0.00	\$46.59	\$1,200.04	\$0.00	Paid
2017	170163534	Real Estate	\$1,189.00	\$0.00	\$0.00	\$43.71	<u>\$1,145.29</u>	\$0.00	Paid
2016	<u>160163540</u>	Real Estate	\$1,102.98	\$0.00	\$0.00	\$39.41	<u>\$1,063.57</u>	\$0.00	Paid

### Assessments

Year	Agricultural	Resid	lential	Comn	nercial	Total	Taxable Value	Credits	Net Taxable Value
_	Land	Land	Building	Land	Building		Before Credits		
2022	\$118,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$118,200.00	\$5,910.00	<u>\$0.00</u>	\$5,910.00
2021	\$123,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$123,300.00	\$6,165.00	<u>\$0.00</u>	\$6,165.00
2020	\$124,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$124,700.00	\$6,235.00	<u>\$0.00</u>	\$6,235.00
2019	\$129,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$129,200.00	\$6,460.00	<u>\$0.00</u>	\$6,460.00
2018	\$124,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$124,300.00	\$6,215.00	<u>\$0.00</u>	\$6,215.00
2017	\$120,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,500.00	\$6,025.00	<u>\$0.00</u>	\$6,025.00
2016	\$120,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,500.00	\$6,025.00	<u>\$0.00</u>	\$6,025.00

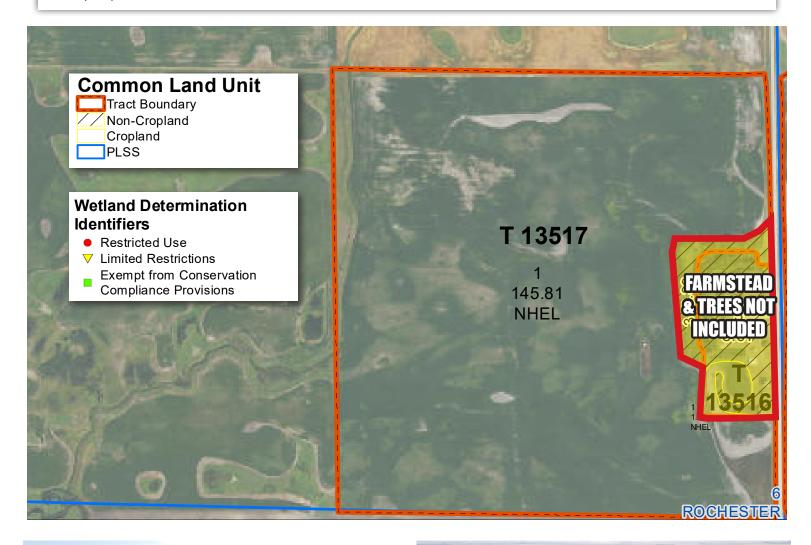
Description: SE1/4 Less R/W & Less 7.68+ AC Farmstead (trees around farmstead to be surveyed out) Section 6-143-55 (Subject to Survey)

**Total Acres:** 143.75± (Subject to Survey) **Cropland Acres:** 145.81± (Subject to Survey)

**PID** #: 62-0000-11426-010 **Soil Productivity Index**: 50.3

Soils: Divide loam (40.6%), Vallers loam (29.4%), Renshaw-Sioux complex (22.3%)

Taxes (2022): \$1,353.95







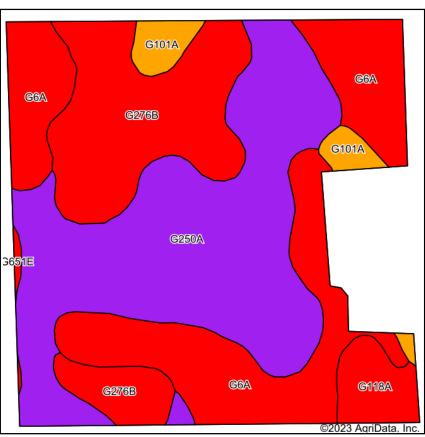
### T-143-N

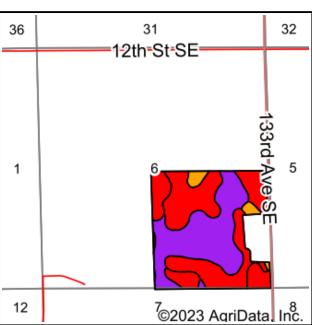
# ROCHESTER PLAT

### R-55-W







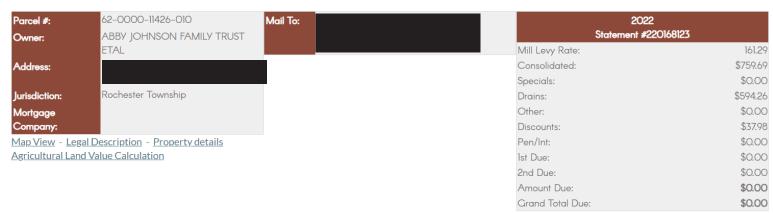


Soils data provided by USDA and NRCS.

Area Sy	rea Symbol: ND017, Soil Area Version: 23									
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index				
G250A	Divide loam, 0 to 2 percent slopes	59.17	40.6%		lls	58				
G6A	Vallers loam, 0 to 1 percent slopes	42.87	29.4%		IVw	46				
G276B	Renshaw-Sioux complex, 2 to 6 percent slopes	32.52	22.3%		IVs	40				
G118A	Vallers loam, saline, 0 to 1 percent slopes	5.72	3.9%		IVw	42				
G101A	Hamerly-Wyard loams, 0 to 3 percent slopes	5.06	3.5%		lle	77				
G651E	Udarents loamy, abandoned gravel pits, 0 to 25 percent slopes 0.47 0.3% VIIIs 14									
	Weighted Average 3.13 50.3									

 $<sup>^\</sup>star c:$  Using Capabilities Class Dominant Condition Aggregation Method Soils data provided by USDA and NRCS.

# Tract 3 Tax Statement



#### **Statements**

Year	Statement #	Туре	Tax	Penalty	Interest	Discount *	Paid	Balance	Add to Cart
2022	220168123	Real Estate	\$1,353.95	\$0.00	\$0.00	\$37.98	\$1,315.97	\$0.00	Paid
2021	210167405	Real Estate	\$1,064.77	\$0.00	\$0.00	\$38.38	\$1,026.39	\$0.00	Paid
2020	200166365	Real Estate	\$1,050.71	\$0.00	\$0.00	\$37.68	\$1,013.03	\$0.00	Paid
2019	190165229	Real Estate	\$1,117.21	\$0.00	\$0.00	\$41.00	<u>\$1,076.21</u>	\$0.00	Paid
2018	<u>180164475</u>	Real Estate	\$1,046.08	\$0.00	\$0.00	\$37.45	\$1,008.63	\$0.00	Paid
2017	170163541	Real Estate	\$1,000.15	\$0.00	\$0.00	\$35.15	<u>\$965.00</u>	\$0.00	Paid
2016	160163547	Real Estate	\$930.97	\$0.00	\$0.00	\$31.69	<u>\$899.28</u>	\$0.00	Paid

### Assessments

Уваг	Agricultural	Residential		Commercial		Total	Taxable Value	Credits	Net Taxable Value	
_	Land	Land	Building	Land	Building		Before Credits			
2022	\$94,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$94,200.00	\$4,710.00	\$0.00	\$4,710.00	
2021	\$98,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$98,200.00	\$4,910.00	\$0.00	\$4,910.00	
2020	\$99,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$99,300.00	\$4,965.00	\$0.00	\$4,965.00	
2019	\$103,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103,900.00	\$5,195.00	<u>\$0.00</u>	\$5,195.00	
2018	\$99,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$99,900.00	\$4,995.00	\$0.00	\$4,995.00	
2017	\$96,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96,900.00	\$4,845.00	\$0.00	\$4,845.00	
2016	\$96,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96,900.00	\$4,845.00	\$0.00	\$4,845.00	

# Tract 2 & 3 Abbreviated 156 Farm Records

Tract Number : 13517

**Description** : SW 5; SE 6 LESS FMSTD 143-55

FSA Physical Location : NORTH DAKOTA/CASS

ANSI Physical Location : NORTH DAKOTA/CASS

BIA Unit Range Number :

HEL Status : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners : EVELYN JOHNSON, ABBY JOHNSON FAMILY TRUST

Other Producers : None
Recon ID : None

Tract Land Data								
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	
307.48	304.09	304.09	0.00	0.00	0.00	0.00	0.0	
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD	
0.00	0.00	304.09	0.00	0.00	0.00	0.00	0.00	

DCP Crop Data					
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield		
Corn	101.05	0.00	122		
Soybeans	174.17	0.00	34		

TOTAL 275.22 0.00



### 19

SteffesGroup.com

# Earnest Money Receipt & Purchase Agreement

			D	Oate:				
Re	eceived of							
	hose address is							
_	S # Phone #	the come of	in the forms of					
	od in part payment of the purchase of real estate sold b		in the form of	as earnest money				
 Th	nis property the undersigned has this day sold to the B	UYER for the sum of		 \$				
	arnest money hereinafter receipted for							
	alance to be paid as follows In Cash at Closing							
1.	Said deposit to be placed in the Steffes Group, Inc. To BUYER acknowledges purchase of the real estate sul agrees to close as provided herein and therein. BUYE deposit approximating SELLER'S damages upon BUYE that failure to close as provided in the above reference addition to SELLER'S other remedies.	bject to Terms and Conditions of this c ER acknowledges and agrees that the a YERS breach; that SELLER'S actual da	ontract, subject to the Terms and Condition mount of deposit is reasonable; that the pa mages upon BUYER'S breach may be diffic	s of the Buyer's Prospectus, and irties have endeavored to fix a sult or impossible to ascertain;				
2.	commitment ("Title Commitment") for issuance to Bu Seller elects to furnish a Title Commitment, Seller sha for the Title Policy (and Buyer shall pay for 100% of the lender's policy and endorsements). Zoning ordinance	Prior to closing, SELLER at SELLER'S expense and election shall furnish to Buyer either (i) an abstract of title updated to a current date, or (ii) an ALTA title insurance commitment ("Title Commitment") for issuance to Buyer of an ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the purchase price. In the event Seller elects to furnish a Title Commitment, Seller shall pay for 50% of the cost of the premium for the Title Policy, and Buyer shall pay for 50% of the cost of the premium or the Title Policy (and Buyer shall pay for 100% of the costs of any endorsements requested by Buyer, any costs related to extended coverage, and the costs of any ender's policy and endorsements). Zoning ordinances, building and use restrictions, reservations in federal and state patents and deeds, existing tenancies, easements and public roads shall not be deemed objectionable encumbrances or title defects.						
3.	SELLER, then said earnest money shall be refunded a sale is approved by the SELLER and the SELLER'S ti promptly as above set forth, then the SELLER shall b Payment shall not constitute an election of remedies	If the SELLER'S title is not insurable or free of defects and cannot be made so within sixty (60) days after notice containing a written statement of defects is delivered to SELLER, then said earnest money shall be refunded and all rights of the BUYER terminated, except that BUYER may waive defects and elect to purchase. However, if said sale is approved by the SELLER and the SELLER'S title is marketable and the buyer for any reason fails, neglects, or refuses to complete purchase, and to make payment promptly as above set forth, then the SELLER shall be paid the earnest money so held in escrow as liquidated damages for such failure to consummate the purchase. Payment shall not constitute an election of remedies or prejudice SELLER'S rights to pursue any and all other remedies against BUYER, included, but not limited to specific performance. Time is of the essence for all covenants and conditions in this entire agreement.						
4.	Neither the SELLER nor SELLER'S AGENT make any shall be assessed against the property subsequent to		r concerning the amount of real estate taxes	s or special assessments, which				
5.		of the real state taxes	d installment of special assessments due ar and installments and special assessments Non-Homestead. S	due and payable in				
	State Deed Tax.							
6.	North Dakota Taxes:							
	South Dakota Taxes:							
8.	The property is to be conveyed by reservations and restrictions of record.	deed, free and clear of all encum	brances except special assessments, existi	ng tenancies, easements,				
9.	Closing of the sale is to be on or beforeclosing.			Possession will be at				
10	to water quality, seepage, septic and sewer operation	his property is sold AS IS, WHERE IS, WITH ALL FAULTS. BUYER is responsible for inspection of the property prior to purchase for conditions including but not limited o water quality, seepage, septic and sewer operation and condition, radon gas, asbestos, presence of lead based paint, and any and all structural or environmental conditions that may affect the usability or value of the property.						
11	<ol> <li>The contract, together with the Terms and Conditions representations, agreements, or understanding not so conflict with or are inconsistent with the Buyer's Pros</li> </ol>	et forth herein, whether made by agent	or party hereto. This contract shall control					
12	2. Other conditions: Subject to easements, reservations agent DO NOT MAKE ANY REPRESENTATIONS OR A							
13	3. Any other conditions:							
14	1. Steffes Group, Inc. stipulates they represent the SELI	LER in this transaction.						
Βι	uyer:		Seller:					
St	teffes Group, Inc.		Seller's Printed Name & Address:					
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SteffesGroup.com | 701.237.9173 | 2000 Main Avenue East, West Fargo, ND 58078