

BARNES COUNTY, ND LAND AUCTION

Opening: Thursday, September 26 | 8 AM Closing: Thursday, October 3 | 10 AM CDT 2024

TIMED ONLINE

O

From I-94 Exit 276 (Eckelson/Marion), continue south on 101 Ave SE for 6 miles to the intersection with 42nd St. SE, then continue west 3 miles to the eastern edge of the property.

Auctioneer's Note: This half section of farmland is being offered in two tracts, northeast of Ypsilanti ND. The farm includes predominately cropland with some wetlands offering appeal from a hunting perspective with its proximity to the James River Basin in the heart of the migratory bird flyway. As a farmer, investor, or hunter, don't pass up this opportunity to add one or both of these tracts of farmland to your holdings. The farm does sell subject to an existing lease through the 2024 crop year.





The Peterson Family

James Peterson, Sue Quinlan, Tom Peterson, Doug Peterson, Terry Peterson, Scott Peterson, Mary Johnson, Marvin Peterson, Randy Peterson, & Mark Peterson

Contact Martin Peterson at Steffes Group, (320) 905-5325 or visit SteffesGroup.com.

Steffes Group, Inc. | 14083 51st Street Northwest, Williston, ND 58801 | (701) 237-9173 | SteffesGroup.com Scott Steffes ND1634; Martin Peterson ND11034. TERMS: 10% down upon signing purchase agreement with balance due at closing in 45 days.

Terms & Conditions

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 THURSDAY, SEPTEMBER 26 AND WILL END AT 10 AM THURSDAY, OCTOBER 3, 2024.

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, November 19, 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 **Warranty Deed.**

2024 Taxes: Paid by SELLERS.

Barnes County, ND

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 hest hid

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 Auction.

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?

- 1. Estimate comparative value.
- 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
- 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 auction.
- 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!



SEPTEMBER & OCTOBER 2024

S	M	Т	W	TH	F	S
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	OPENS 26	27	28
29	30	1	2	CLOSES 3	4	5
6	7	8	9	10	11	12

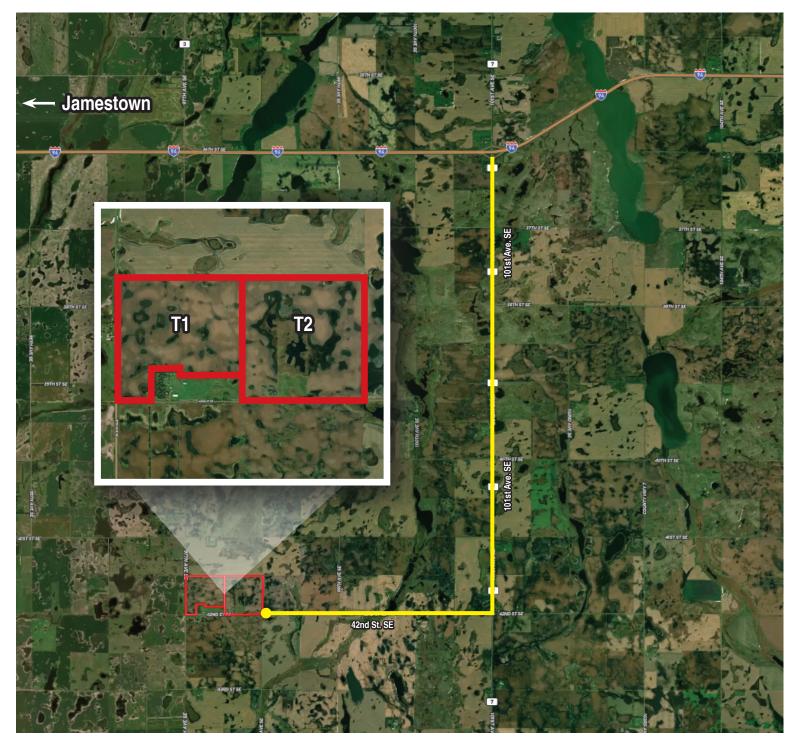
BARNES COUNTY, ND - MANSFIELD TOWNSHIP

Land Located: from I-94 Exit 276 (Eckelson/Marion), continue south on 101 Ave SE for 6 miles to the intersection with 42nd St. SE, then continue

west 3 miles to the eastern edge of the property.

Description: S 1/2 Less Aud. Lot 1 & Aud. Lot 2 Section 32-139-61

Total Acres: 293.92± Cropland Acres: 267.18± To Be Sold in 2 Tracts!

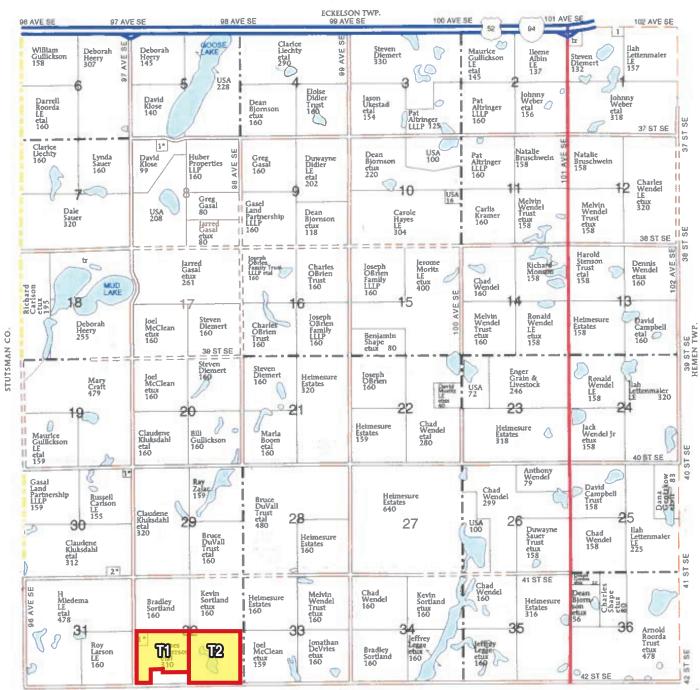


*Lines are approximate

T-139-N

MANSFIELD PLAT

R-61-W



BARNES COUNTY, ND - MANSFIELD TOWNSHIP

Description: SW 1/4 Less Aud. Lot 1 10.08 A & Aud. Lot 2 16.15+/- A Section 32-139-61

Total Acres: 133.92± (subject to survey)

Cropland Acres: 133± **PID #:** 19-3240400

Soil Productivity Index: 69.7

Soils: Barnes-Svea loams (37.2%), Hamerly-Tonka complex (31.7%), Barnes-Buse loams (30.7%)

Taxes (2023): \$1,775.31

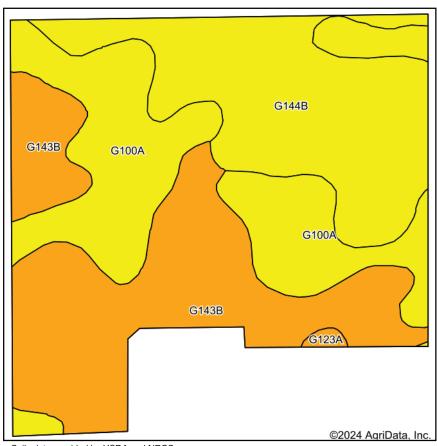
US Fish & Wildlife Wetland Easement

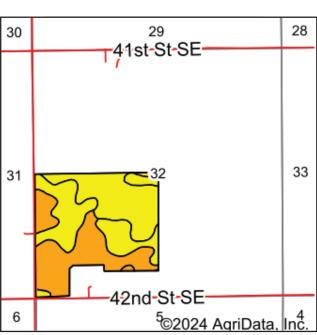


*Lines are approximate

Tract 1 Soils Map







Soils data provided by USDA and NRCS.

Area Symbol: ND003, Soil Area Version: 28							
Code Soil Description Acres Percent of field PI Legend Non-Irr Class *c Productivity Index							
G143B	Barnes-Svea loams, 3 to 6 percent slopes	49.82	37.2%		lle	75	
G100A	Hamerly-Tonka complex, 0 to 3 percent slopes	42.44	31.7%		lle	64	
G144B	Barnes-Buse loams, 3 to 6 percent slopes	41.07	30.7%		Ille	69	
G123A	Svea-Cavour loams, 0 to 3 percent slopes		Ilc	73			
	Weighted Average					69.7	

^{*}c: Using Capabilities Class Dominant Condition Aggregation Method

2023 BARNES COUNTY REAL ESTATE TAX STATEMENT

Parcel Number:

Jurisdiction

19-3230300

MANSFIELD TOWNSHIP

Physical Location

Legal Description

SECT-32 TWP-139 RANG-061 SW1/4 LESS AUD LOT 1 10.08A 149.92 ACRES

ACRES: 149.92

Net consolidated tax

1,775.31 Plus: Special Assessments Total tax due 1,775.31

Statement No:

2023 TAX BREAKDOWN

9341

Less: 5% discount 88.76 if paid by Feb. 15th

Amount due by Feb. 15th 1,686.55

Or pay in two installments(with no discount) Payment 1: Pay by Mar. 1st 887.66

Payment 2: Pay by Oct. 15th 887.65

Legislative tax relief

(3-year comparison):	2021	2022	2023
Legislative tax relief	1,077.04	1,080.63	1,171.17
=			
Tax distribution(3-year comparison):	2021	2022	2023
True And Full Value	150,200	150,200	160,800
Taxable Value	7,510	7,510	8,040
Less: Homestead credit Disabled Veterans' credit			
Net Taxable Value	7,510	7,510	8,040
Mill Levy	209.290	215.580	220.810
Taxes By District(in dollars):			
State	7.51	7.51	8.04
County	743.34	741.54	783.58
City/Twp MANSFIELD TOWNSHIP	135.18	135.18	144.72
School MONTPELIER SCHOOL DIST	479.14	526.75	585.39
COUNTY WIDE	131.50	132.93	173.18
SANBORN RURAL FIRE DIST 17	75.10	75.10	80.40
Consolidated Tax	1,571.77	1,619.01	1,775.31
Net consolidated tax	.00	.00	.00
net consolidated tax =	1,571.77	1,619.01	1,775.31
Net effective tax rate	1.05%	1.08%	1.10%

1	Penalty on 1st Installment & Specials
	March 2 3%
l	May 1 6%
l	July 1 9%
l	October 15 12%
l	Penalty on 2nd Installment
	October 16 6%

FOR ASSISTANCE:

Office: Barnes County Treasurer 230 4th St. NW RM 203 Valley City, ND 58072 Phone: 701-845-8505 Website: www.barnescounty.us



BARNES COUNTY, ND - MANSFIELD TOWNSHIP

Description: SE1/4 Section 32-139-61

Total Acres: 160± Cropland Acres: 134± PID #: 19-240400

Soil Productivity Index: 69.6

Soils: Barnes-Svea loams (44.6%), Hamerly-Tonka complex (39.6%), Barnes-Buse loams (8.3%)

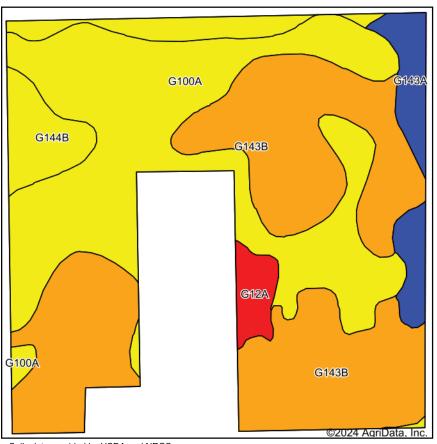
Taxes (2023): \$2,072.30

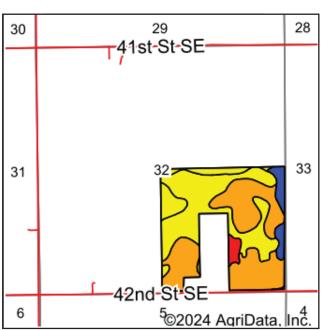
US Fish & Wildlife Wetland Easement



*Lines are approximate







Soils data provided by USDA and NRCS.

Area Syı	Area Symbol: ND003, Soil Area Version: 28					
Code Soil Description Acres Percent of field PI Legend Non-Irr Class *c Productivity Index						
G143B	Barnes-Svea loams, 3 to 6 percent slopes	59.74	44.6%		lle	75
G100A	Hamerly-Tonka complex, 0 to 3 percent slopes	53.01	39.6%		lle	64
G144B	Barnes-Buse loams, 3 to 6 percent slopes	11.07	8.3%		Ille	69
G143A	Barnes-Svea loams, 0 to 3 percent slopes	7.04	5.3%		Ilc	85
G12A	Vallers, saline-Parnell complex, 0 to 1 percent slopes	3.14	2.3%		IVw	31
	Weighted Average					69.6

^{*}c: Using Capabilities Class Dominant Condition Aggregation Method

2023 BARNES COUNTY REAL ESTATE TAX STATEMENT

Parcel Number:

19-3240400

Physical Location

Legal Description

SECT-32 TWP-139 RANG-061 SE1/4 160.00 ACRES

ACRES: 160.00

Jurisdiction

MANSFIELD TOWNSHIP

2023 TAX BREAKDOWN

Net consolidated tax 2,072.30 Plus: Special Assessments Total tax due 2,072.30

9342

Less: 5% discount 103.61 if paid by Feb. 15th

Statement No:

Amount due by Feb. 15th 1,968.69 Or pay in two installments(with no discount)

Payment 1: Pay by Mar. 1st 1,036.15 Payment 2: Pay by Oct. 15th 1,036.15

Legislative tax relief

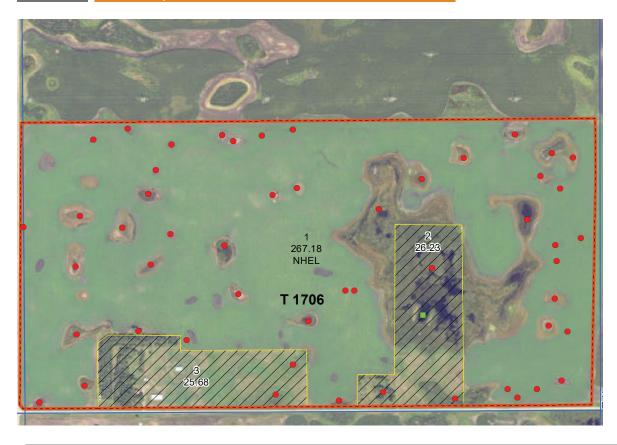
Legislative tax relief (3-year comparison):	2021	2022	2023
Legislative tax relief	1,256.31	1,260.49	1,367.09
= Tax distribution(3-year comparison):	2021	2022	2023
True And Full Value	175,200	175,200	187,700
Taxable Value Less: Homestead credit Disabled Veterans' credit	8,760	8,760	9,385
Net Taxable Value	8,760	8,760	9,385
Mill Levy	209.290	215.580	220.810
Taxes By District(in dollars):			
State	8.76	8.76	9.39
County	867.06	864.96	914.66
City/Twp MANSFIELD TOWNSHIP	157.68	157.68	168.93
School MONTPELIER SCHOOL DIST	558.89	614.43	683.32
COUNTY WIDE	153.39	155.05	202.15
SANBORN RURAL FIRE DIST 17	87.60	87.60	93.85
Consolidated Tax	1,833.38	1,888.48	2,072.30
_	.00	.00	.00
Net consolidated tax =	1,833.38	1,888.48	2,072.30
Net effective tax rate =	1.05%	1.08%	1.10%

Penalty on 1st Installment & Speci	212
March 2 3%	
May 1 6%	
July 1 9%	
October 15 12%	
Penalty on 2nd Installment	
October 16 6%	

FOR ASSISTANCE:

Office: Barnes County Treasurer 230 4th St. NW RM 203 Valley City, ND 58072 Phone: 701-845-8505 Website: www.barnescounty.us





Common Land Unit

Non-Cropland
Cropland
Tract Boundary

PLSS

Wetland Determination Identifiers

Restricted Use

Limited Restrictions

Exempt from Conservation Compliance Provisions

Unless Otherwise Noted:

All crops are for grain All crops are non-irrigated Shares are 100% to Operator

Tract Number : 1706

Description : 250/ S2 32-139-61

FSA Physical Location : NORTH DAKOTA/BARNES

ANSI Physical Location : NORTH DAKOTA/BARNES

BIA Unit Range Number

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

Wetland Status : Tract contains a wetland or farmed wetland

WL Violations : None

Owners

JAMES PETERSON, TERRY PETERSON, RANDY PETERSON, MARY JOHNSON, THOMAS PETERSON, MARK

PETERSON, SCOTT PETERSON, MARY JOHNSON, THOMAS PETERSON, MARK

PETERSON, SCOTT PETERSON, MARVIN PETERSON, SUSAN QUINLAN, DOUGLAS PETERSON

Other Producers : None
Recon ID : None

	Tract Land Data						
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
319.09	267.18 267.18		0.00 0.00		0.00	0.00	0.0
State Conservation	Other Conservation	FITECTIVE DCP Cronland		CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	267.18	0.00	0.00	0.00	0.00	0.00

DCP Crop Data						
Crop Name Base Acres CCC-505 CRP Reduction Acres PLC Yield						
Wheat	31.39	0.00	57			
Soybeans	93.31	0.00	37			

TOTAL 124.70 0.00













15

SteffesGroup.com

Earnest Money Receipt & Purchase Agreement

			Da	te:
Re	eceived of			
	hose address is			
SS	6 # Phone #	the sum of	in the form of	as earnest money
an	d in part payment of the purchase of real estate sold by	Auction and described as follows:		
Th	nis property the undersigned has this day sold to the BUY	YER for the sum of		\$
	rnest money hereinafter receipted for			
Ва	alance to be paid as follows In Cash at Closing			\$
1.	Said deposit to be placed in the Steffes Group, Inc. Trus BUYER acknowledges purchase of the real estate subject agrees to close as provided herein and therein. BUYER deposit approximating SELLER'S damages upon BUYE that failure to close as provided in the above referenced addition to SELLER'S other remedies.	ect to Terms and Conditions of this contr Racknowledges and agrees that the amou ERS breach; that SELLER'S actual damag	act, subject to the Terms and Conditions unt of deposit is reasonable; that the part les upon BUYER'S breach may be difficul	of the Buyer's Prospectus, and ies have endeavored to fix a t or impossible to ascertain;
2.	Prior to closing, SELLER at SELLER'S expense and ele commitment ("Title Commitment") for issuance to Buye Seller elects to furnish a Title Commitment, Seller shall for the Title Policy (and Buyer shall pay for 100% of the lender's policy and endorsements). Zoning ordinances, and public roads shall not be deemed objectionable endorsements.	er of an ALTA Owner's Policy of Title Insu I pay for 50% of the cost of the premium f e costs of any endorsements requested b , building and use restrictions, reservatio	rrance ("Title Policy") in the amount of the for the Title Policy, and Buyer shall pay fo y Buyer, any costs related to extended co	e purchase price. In the event r 50% of the cost of the premium overage, and the costs of any
3.	If the SELLER'S title is not insurable or free of defects a SELLER, then said earnest money shall be refunded an sale is approved by the SELLER and the SELLER'S title promptly as above set forth, then the SELLER shall be Payment shall not constitute an election of remedies or specific performance. Time is of the essence for all cov	nd all rights of the BUYER terminated, exc e is marketable and the buyer for any reas paid the earnest money so held in escrov r prejudice SELLER'S rights to pursue an	cept that BUYER may waive defects and e son fails, neglects, or refuses to complet w as liquidated damages for such failure by and all other remedies against BUYER,	elect to purchase. However, if said e purchase, and to make payment to consummate the purchase.
4.	Neither the SELLER nor SELLER'S AGENT make any re shall be assessed against the property subsequent to t		ncerning the amount of real estate taxes	or special assessments, which
5.	Minnesota Taxes: SELLER agrees to pay BUYER agrees to pay SELLER warrants taxes for		l installments and special assessments d	ue and payable in
	State Deed Tax.	,		
	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 encumbran	nces except special assessments, existing	g tenancies, easements,
9.	Closing of the sale is to be on or beforeclosing.			Possession will be at
10.	 This property is sold AS IS, WHERE IS, WITH ALL FAUL to water quality, seepage, septic and sewer operation a conditions that may affect the usability or value of the p 	and condition, radon gas, asbestos, prese		
11.	. The contract, together with the Terms and Conditions o representations, agreements, or understanding not set conflict with or are inconsistent with the Buyer's Prosp	forth herein, whether made by agent or p	party hereto. This contract shall control w	
12.	2. Other conditions: Subject to easements, reservations a agent DO NOT MAKE ANY REPRESENTATIONS OR ANY			
13.	S. Any other conditions:			
14.	S. Steffes Group, Inc. stipulates they represent the SELLE	ER in this transaction.		
Bu	uyer:	<u></u>	Seller:	
			0.11.12.12.12.12.12.12.12.12.12.12.12.12.	
Ste	effes Group, Inc.	:	Seller's Printed Name & Address:	



SteffesGroup.com | (701) 237-9173 | 14083 51st Street Northwest, Williston, ND 58801