# buyer's Wright County, MN **PROSPECTUS Land Auction**

# FRIDAY, MARCH 6, 2015 • 11AM

Auction Location: Steffes Group facility, 24400 MN Hwy 22 S, Litchfield, MN 55355. Land Location: From Waverly, MN 2 ½ miles N on Co Rd 8. Land will be on right (east) side of road.



Wallace Cates Estate, OWNER

Contact Eric Gabrielson at Steffes Group, 701.238.2570

**TERMS:** Ten percent down upon signing purchase agreement with balance due at closing in 30 days. This is a 5% buyer's premium auction.

# WRIGHT COUNTY LAND AUCTION



Steffes Group, Inc. 24400 MN Hwy 22 South, Litchfield, MN 55355 Eric Gabrielson MN47-006 (Agent), Ashley Huhn MN47-002, Randy Kath MN47-007, Scott Steffes MN14-51 320.693.9371 | SteffesGroup.com

TERMS & CONDITIONS. The Terms and Conditions of Sale are set forth upon this page in this Buyer's Prospectus and the Earnest Money Receipt and 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.

### **TERMS & CONDITIONS**

- · Auction staff will be at the sale site approximately one hour prior to sale time
- · 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 Purchase price will be required. Those funds will be placed in the Steffes Group Auction Trust Account as good faith money until closing.
- · 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 with cashier's check at closing on or before Wednesday, April 8, 2015.
- Seller will provide up-to date abstract at their expense and will convey property by Warranty Deed.
- 2015 Real Estate Taxes will be prorated to Date of Closing. 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.
- THIS IS A 5% BUYER'S PREMIUM AUCTION, FIVE PERCENT WILL **BE ADDED TO THE FINAL BID** TO ARRIVE AT THE CONTRACT SALE PRICE.
- THE PROPERTY WILL BE SOLD AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED.
- THE PROPERTY WILL BE SOLD SUBJECT TO OWNER 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, express 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 to either 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.

### CLOSING

The successful bidder will be required, at the close of the auction, to complete the Earnest Money Receipt and Purchase Agreement. A sample contract is included in this Prospectus. Balance of the purchase price is due in cash at closing on or before Wednesday, April 8, 2015. Closing will take place at a closing company mutually agreeable to both Buyer and Seller.

# SELLER'S PERFORMANCE

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

### AGENCY DISCLOSURE Steffes Group, Inc. is representing the Seller and will be paid by the seller.

### POSSESSION

Possession will be at closing 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 wells.

# EASEMENTS AND SURVEY

The property to be sold is subject to any restrictive covenants or easements of record and any results that an accurate survey may show.

### **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
- 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

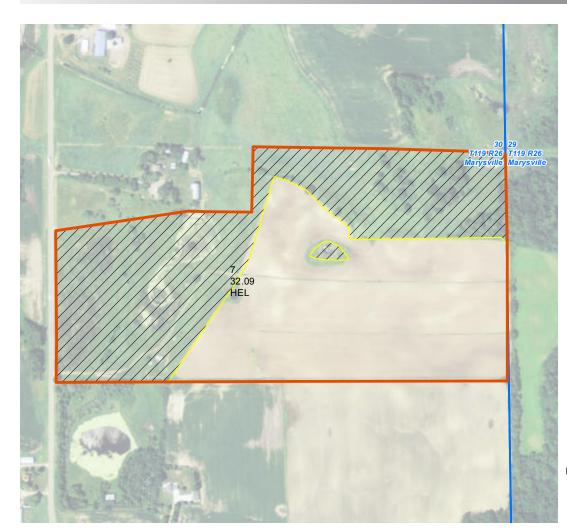
- · Research and know the value of the property.
- · Have your financing arranged before the auction.
- · Establish your highest and best bid before the bidding begins.
- · Make your bids promptly to force other bidders up or out without delay.

# Wright County, MN - Marysville Map



# Wright County, MN - Marysville Aerial Map

(Lines Approximate)





#### United States Department of Agriculture Wright County, Minnesota

USDA 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 the 2013 NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency 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 NRCS.



Rye = for grain Peas = process Alfalfa, Mixed Forage AGM, GMA, IGS = for forage Beans = Dry Edible NAG = for GZ Canola = Spring for seed Sunflower = oil or non-oil for grain

# WRIGHT COUNTY, MN LAND AUCTION

# Legal Description:

65+/- Acres located in N1/2 SE1/4 30-119-26 (Marysville Township)

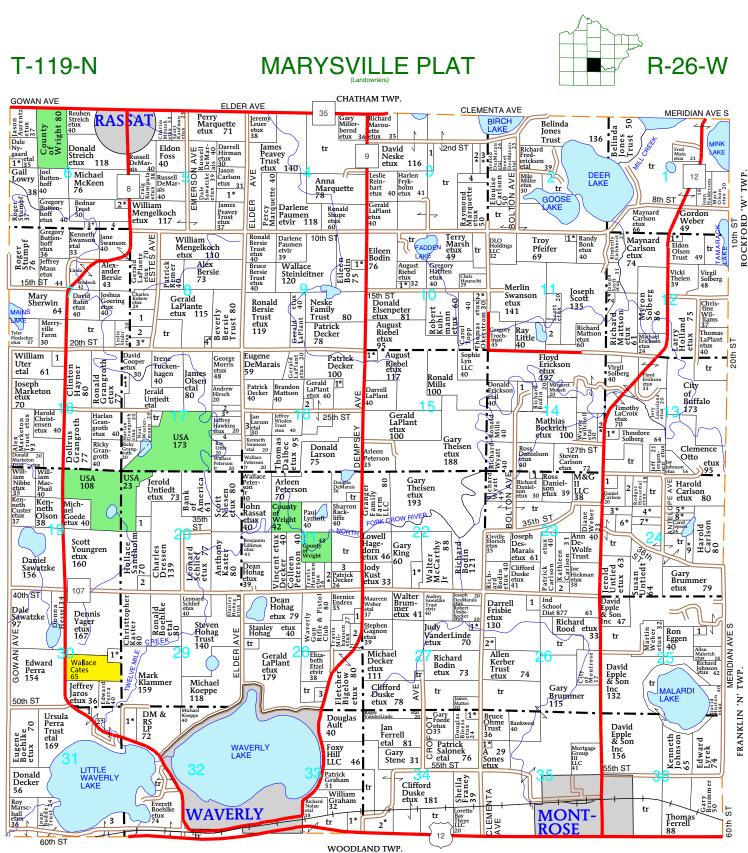
# Tillable Acres: 31+/-

# Fenced Pasture Acres: 34+/-

# **1 Building Entitlement**

Available at public auction is this 65 acre tract of land located NW of Waverly and NE of Howard Lake. This land features beautiful views, a 2 car garage, and a small livestock corral. It is located on a major tar road and is easily accessible. Join us March 6th for a chance to acquire this parcel of land.

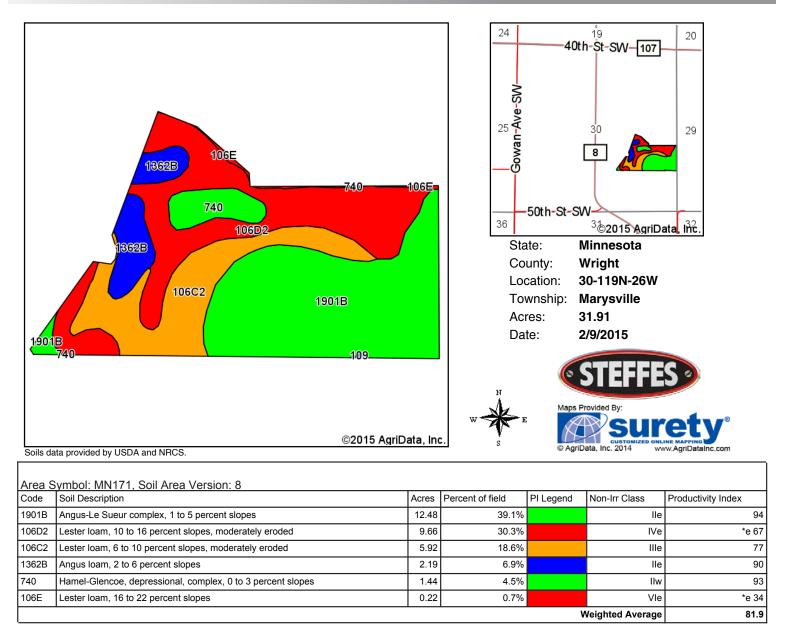




# Wright County, MN - Marysville Township Plat Map (Lines Approximate)

MIDDLEVILLE TWP

# Wright County, MN - Marysville Township Soil Map (Lines Approximate)



Area Symbol: MN171, Soil Area Version: 8

\*e: NRCS has omitted index. Values obtained from the NRCS eFOTG (http://efotg.sc.egov.usda.gov)

Soils data provided by USDA and NRCS.



# 2014 Property Tax Statement

Robert J Hiivala	TAX STATEMENT 2014					
WRIGHT COUNTY AUDITOR/TREASURER 10 SECOND STREET N.W. ROOM 232	<b>2013</b> Values for Taxes Payable in $\angle \bigcirc \uparrow 4$					
BUFFALO, MN 55313-1194 763-682-7572 or 763-682-7584 www.co.wright.mn.us		VALUES & CLASSIFICATIONSent in March 2013Taxes Payable Year:2013201Estimated Market Value:371,800377,70Improvements Excluded:				
Property ID#: R211-000-304101	Step <b>1</b>	Homestead Exclusion:         Taxable Market Value:       371,800       377,70         New Improvements/         Expired Exclusions*:       Property Classification:       AG NHSTD       AG NHST				
Taxpayer ID Number: 6358 WALLACE H CATES 2490 CATES RNCH HAMEL MN 55340		Property Description: Sect-30 Twp-119 Range-026 UNPLATTED LAND MARYSVILLE TWP 65.00 AC TH PRT OF N1/2OF SE1/4&S1/2OF NE1/4DES BEG NE COR OF N1/2OF SE1/4TH N88D27'51"W ALG LN IF EXTED WOULD INT/SEC W LN OF S1/2OF NE1/4 31FT N FR SW COR	-			
	Step	PROPOSED TAX Sent in November 2013	3			
ሱሱሱ You may be eligible for one or even two	2	Proposed Tax: 3,626.0	0			
refunds to reduce your property tax.	Step	PROPERTY TAX STATEMENT First-half Taxes: 2.191.0	20			
<b>REFUNDS?</b> Read the back of this statement to find out how to apply.	3	Second-half Taxes:2,191.0Total Taxes Due in 2014:4,382.0	00			
<ol> <li>Use this amount on Form M1PR to see if you are eligible for a property tax r File by August 15. If this box is checked, you owe delinquent taxes and are</li> <li>Use these amounts on Form M1PR to see if you are eligible for a special ref</li> </ol>	not eligit	ole.				
Your Property Tax and Credits 3. Your property taxes before credits 4. Credits that reduce your property taxes A. Agricultural market value credit D. Otherwork the		3,597.00 4,232.0	0			
B. Other credits 5. Property taxes after credits		3,597.00 4,232.0	00			
Property Tax by Jurisdiction 6. County		1,646.91 1,641.2	 28			
7. City or Town (TOWN OF MARYSVILLE)		615.63 627.7	74			
<ul> <li>8. State General Tax</li> <li>9. School District (2687) A. Voter approved levies</li> <li>B. Other local levies</li> </ul>		1,004.49 1,645.8 329.97 317.1				
10. Special Taxing Districts A. B. C. D. 11. Non-school voter approved referenda levies						
12. Total property tax before special assessments		3,597.00 4,232.0	0			
Special Assessments on Your Property 13. Special assessments Principal \$ 150.00 FIRE DEPT 51610-0 150.00		125.00 150.0	00			
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS		3,722.00 4,382.0	0			



# **Abbreviated 156 EZ**

### FARM: 5519

Minnesota Wright

### **U.S. Department of Agriculture**

Prepared: 2/9/15 4:25 PM

Crop Year: 2015

Report ID: FSA-156EZ

Farm Service Agency Abbreviated 156 Farm Record

**Recon Number** 

Page: 1 of 1

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

**Operator Name** 

**Farm Identifier** SAME

Farms Associated with Operator:

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
65.53	32.09	32.09	0.0	0	.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Croplar	Double nd Cropped	MPL	/FWP			FAV/WR History	
0.0	0.0	32.09	0.0	0	.0			Ν.	
								$T^{\prime}C_{i}=g_{i}^{\prime\prime},g_{i}^{\prime\prime}$	$T_{1} = 1 \left\{ 1 \left\{ 1 - 1 \right\} , 1 \right\} = 1 \left\{ 1 \right\}$
	_							Sug Lines	1545
Crop		ase reage	Direct Yield	CC Yield		C-505 Reduction	PTPP Reduction	$\langle \Psi \rangle_{2}^{2} \ll$	
OATS	2	2.3	65	65		0.0	0.0	$(x_{i}, y_{i}) \in \{x_{i}, y_{i}\} \in \{x_{i}, y_{i}\}$	ni ere ar generate ar
CORN	ç	9.7	96	96		0.0	0.0		
Total Base Acre	es: 1	2.0				-			- 1997 - 1999) d
Tract Number:		escription: MA	RY SEC30						FAV/WR History
BIA Range Unit	Number:								N
HEL Status: HE	EL: conservation	system is bein	g actively applied	1				1-10	transis of
Wetland Status: Wetland determinations not complete							$\{[1, \dots, n]^{(n)}\}$	Stup 's	Tindo
WL Violations:	None							$(1,1) = (1,1)^{-1}$	
Farmland	Cropl	and	DCP Cropland	v	/BP	WRP	/EWP	CRP Cropland	GRP
65.53	32.0		32.09		0.0	0.	.0	0.0	0.0
								a second second	

65.53	32.	.09	32.09		0.0	0.0	0.0	0.0
State Conservation	Otł Conser		Effective DCP Cropland	ł	Double Cropped	MPL/FWP		
0.0	0.	0	32.09		0.0	0.0		
								1
		Base	Direct	сс	CCC-505	РТРР		
Crop		Acreage	Yield	Yield	CRP Reduction	Reduction		
OATS		2.3	65	65	0.0	0.0		
CORN		9.7	96	96	0.0	0.0		teristi Line serve
Total Bas	e Acres:	12.0						
Owners: WALLACE	H CATES							10 a 10 a 10
Other Producers:	None						2017 F.	(dan

# **Land Photos**



# Land Photos









# SteffesGroup.com

# EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT

				Date:
Received of				
Whose address is				
	DI #			
		the sum of y Auction and described as follows:	in the form of	as earnest money
		UYER for the sum of ······		
Balance to be paid as	s follows			\$
BUYER acknowledge agrees to close as pro approximating SELLE	s purchase of the real estate subjec ovided herein and therein. BUYER a ER'S damages upon BUYERS breact in the above referenced documents	est Account until closing, BUYERS default t to Terms and Conditions of this contract cknowledges and agrees that the amount h; that SELLER'S actual damages upon B will result in forfeiture of the deposit as li	t, subject to the Terms and Conditions of of deposit is reasonable; that the partic UYER'S breach may be difficult or impo	of the Buyer's Prospectus, and es have endeavored to fix a deposit ssible to ascertain; that failure
		rnish BUYER an abstract updated to a cu Ind state deeds, existing tenancies, easen		
SELLER, then said ea sale is approved by the promptly as above se Payment shall not co	arnest money shall be refunded and he SELLER and the SELLER'S title i et forth, then the SELLER shall be pa nstitute an election of remedies or p	and cannot be made so within sixty (60) of all rights of the BUYER terminated, except s marketable and the buyer for any reason aid the earnest money so held in escrow a prejudice SELLER'S rights to pursue any a d conditions in this entire agreement.	of that BUYER may waive defects and el n fails, neglects, or refuses to complete s liquidated damages for such failure to	ect to purchase. However, if said purchase, and to make payment o consummate the purchase.
4. Neither the SELLEI shall be assessed ag	R nor SELLER'S AGENT make any re ainst the property subsequent to the	epresentation of warranty whatsoever cor e date of purchase.	ncerning the amount of real estate taxes	s or special assessments, which
BUYER agrees to pay	/ of the real	of the real estate taxes and ins state taxes and installments and special a Homestead, I	ssessments due and payable in	SELLER warrants
	s:			
	be conveyed by	deed, free and clear of all encumbran	ces except special assessments, existi	ng tenancies, easements,
8. Closing of the sale	is to be on or before			Possession will be at closing.
water quality, seepag		LTS. BUYER is responsible for inspection ondition, radon gas, asbestos, presence o		
representations, agre	ements, or understanding not set for	of the Buyer's Prospectus, contain the el orth herein, whether made by agent or par ctus or any announcements made at aucti	ty hereto. This contract shall control wi	
		and restrictions of record, existing tenan WARRANTIES AS TO MINERAL RIGHTS, 1		
	ons:			
13. Steffes Group, Inc	c. stipulates they represent the SELI	ER in this transaction.		
Buyer:			Seller:	
Steffes Group, Inc.			Seller's Printed Name & Address:	
		11		



# **Land Auction**

# Friday, March 6, 2015 | 11AM



# WRIGHT COUNTY LAND AUCTION



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