



buyer's PROSPECTUS

Timed Online Auction 2016
Friday, November 18, 8AM-12PM

424
± acres
offered in
3 tracts



**View Exclusive
Property Video**
SteffesGroup.com
or scan the code!



Pierce Co., ND
Elverum & Balta Township

Land Located

From Rugby, ND, go South 11 miles on Hwy 3, East ½ mile on 54th Street. Land is on South side of the road.

Land Auction

424+/- deeded acres located approximately 1 mile off of a major highway and directly adjacent to well-maintained roads. This farm will be sold in 3 tracts and features 212+/- tillable cropland acres and 127+/- acres of CRP which yields \$5,503 in yearly income. The farm is enrolled in ARC-Co for Soybeans, Peas, and Wheat. Sunflowers are enrolled in PLC.

D. Schaan LP (Schaan Family), Owner
Dianne Veatch, Doris Rittenour, Dennis, Donald, & Dean Schaan

Contact **701.237.9173**
Max Steffes 701.212.2849



Tract 3



Tract 1



Tract 2

2000 Main Avenue East, West Fargo, ND 58078
Scott Steffes ND81, Brad Olstad ND319, Max Steffes ND999

SteffesGroup.com

TERMS: 10% down upon signing purchase agreement
with balance due at closing in 30 days.

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.

SPECIFIC TERMS FOR ONLINE ONLY AUCTION

This is an online only auction with no buyer's premium.

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.

Bid placed within the last 4 minutes of the auction will extend the auction an additional 4 minutes. Bid extensions continue and auction does not end until there are no bids for 4 minutes.

This property sells for cash with no owner financing. Bidders must have financing secured prior to bidding. The sale of this property IS NOT contingent on the bidder securing financing.

The auction begins at 8:00AM and will end at 12:00PM Friday, November 18, 2016.

- All bidders must register with SteffesGroup.com as an online bidder to participate in the auction.
- All bidders must register their name, address and telephone number in order for your bidding number to be approved.
- 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 a Real Estate Trust Account as good faith money until closing.
- The contract signing will take place at Steffes Group, 2000 Main Avenue East, West Fargo ND.
- If the winning bidder is unable to come to the Steffes office for signing of the contract, contact Max Steffes 701.237.9173. Arrangements will be made to email or fax a copy of the contract for signature. The buyer would fax the signed copy back to 701.237.0976 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 with cashier's check at closing on or before Wednesday, December 21, 2016.**

- Closing will take place at a professional closing company agreeable to both buyer and seller.
- Seller will provide up-to-date abstract(s) at their expense and will convey property by Warranty Deed.
- **2016 taxes to be paid by Seller.** 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 minimum bid raise will be \$1,000.00

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

• **THE PROPERTY WILL BE SOLD SUBJECT TO 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 guaranties 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.

CRP CONTRACTS

Buyer(s) agree to follow all requirements of conservation plans and practices required by the FSA & NRCS to maintain eligibility in the Conservation Reserve Program. Buyer(s) agree to accept responsibility and liability for any actions by the buyer which would endanger eligibility for the CRP or actions that would require repayment of the CRP payment or payments. Buyer(s) further agree to

indemnify and hold harmless the sellers/tenant for any recovery sought by the FSA due to actions of buyer, which would violate the requirements of the CRP.

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.

Timed Online Multi-Tract Bidding Process

Please note the bidding will not close on any tract until there has been no bidding activity on any of the tracts for a period of 4 minutes.

This is accomplished through the bid extension and lot linking features 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 on any of the tracts. Our goal is to realize the highest return to the seller, and satisfy all interested parties by allowing bidders who are interested in one tract to have the same opportunity as multi-tract buyers. **All bidding will be on a per tract basis. We will not have "per acre" bidding.**

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 his or her highest and best bid. PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE MULTI-TRACT BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!

CATALOG ORDER

EXTENDED

#1 Cavalier County, ND Land Auction - 153.24± Acres

Description: NW ¼ Section 5-163-57

Deeded Acres: 153.24+/-

Cropland Acres: 124+/-

Wooded Acres: 26+/-

Soil Productivity Index: 75

Taxes (*15): \$978.47

🕒 00:04:00

US \$125,000.00 (2 bids)



[More Photos](#)

EXTENDED

#2 Cavalier County, ND Land Auction - 150.44± Acres

Description: NE ¼ Section 5-163-57

Deeded Acres: 150.44+/-

Cropland Acres: 110+/-

Wooded Acres: 40+/-

Soil Productivity Index: 82

Taxes (*15): \$959.68

🕒 00:04:00

US \$100,000.00 (1 bids)



[More Photos](#)

EXTENDED

#3 Cavalier County, ND Land Auction - 120± Acres

Description: W ½ SW ¼ & NE ¼ SW ¼
Section 9-163-57

Deeded Acres: 120+/-

Cropland Acres: 103+/-

Soil Productivity Index: 80

Taxes (*15): \$957.62

🕒 00:04:00

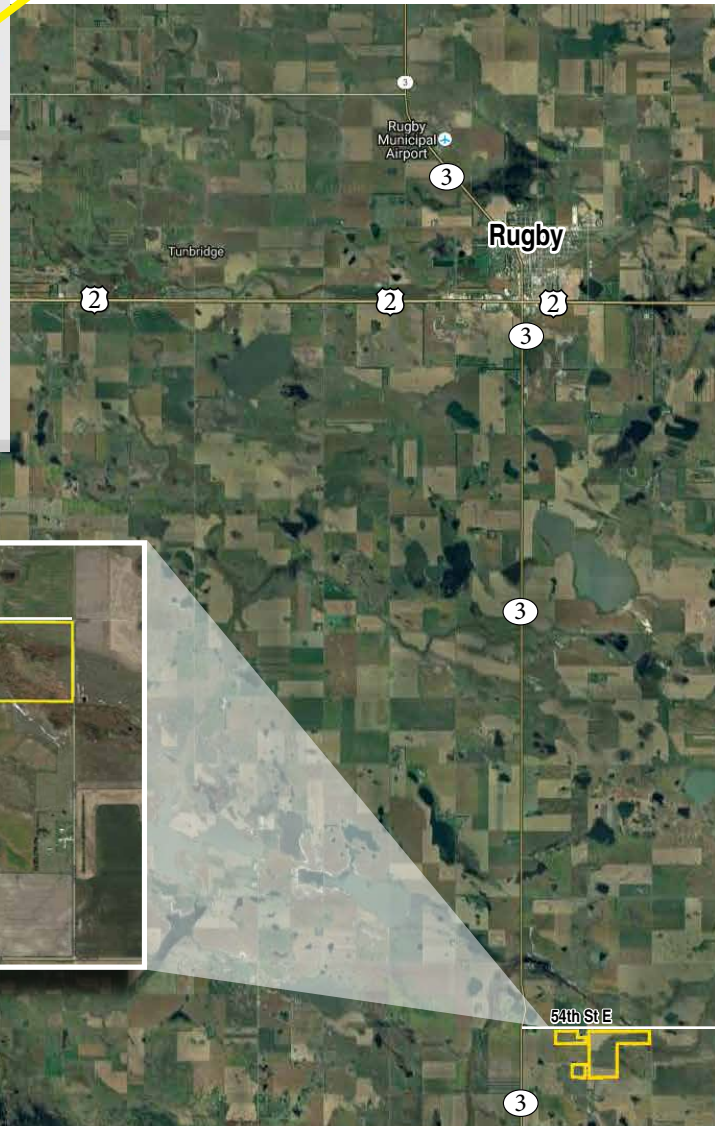
US \$115,000.00 (5 bids)



[More Photos](#)



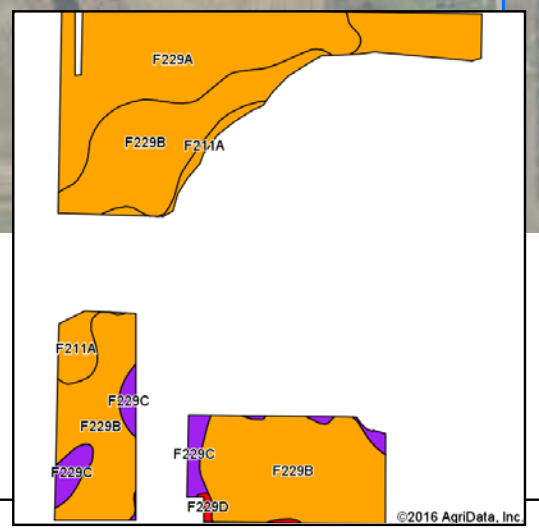
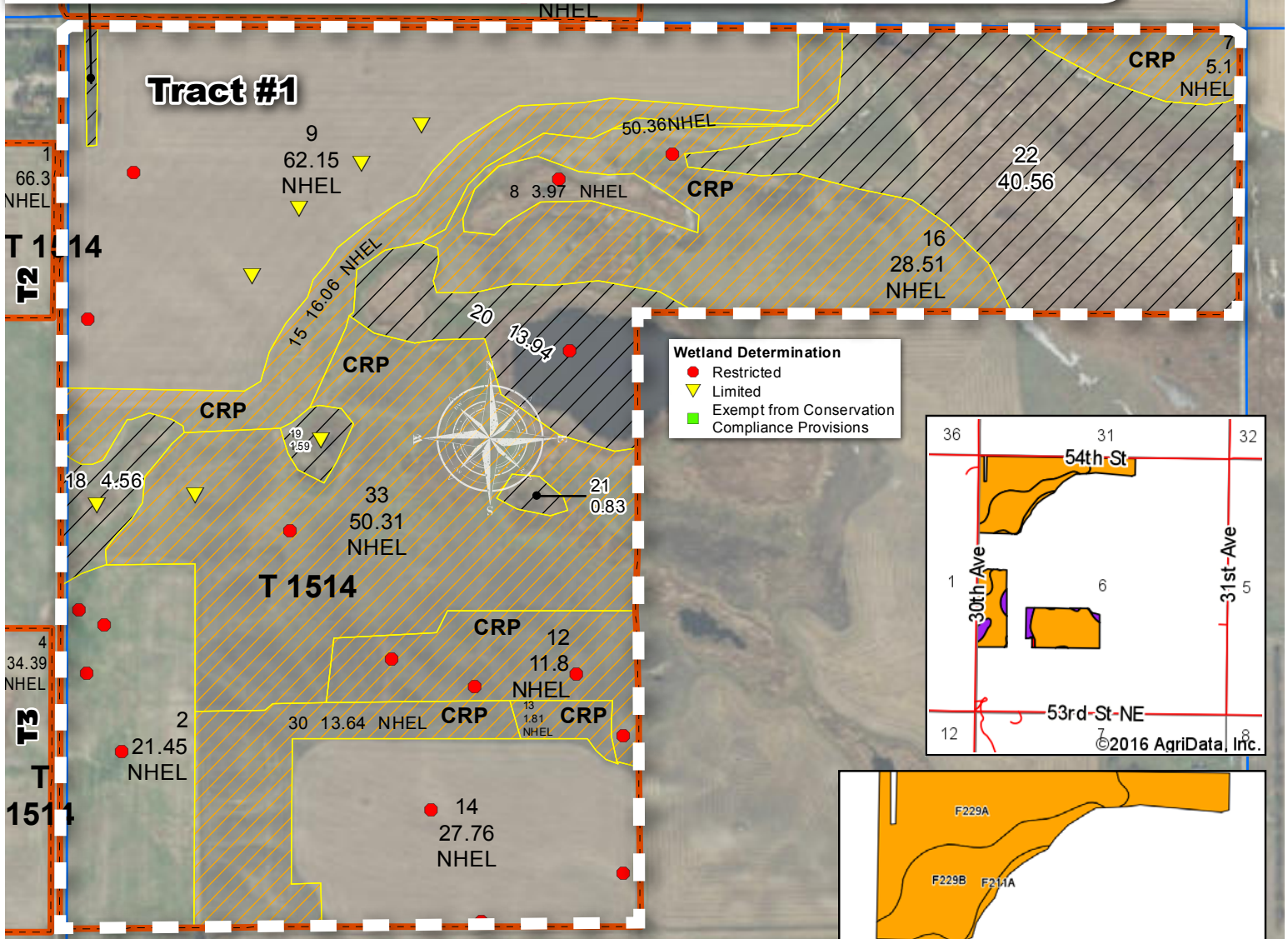
Lots with this symbol are linked together throughout the entire auction and will close together.





Tract 1: Elverum Township

- **Description:** Lots 1-6, SE ¼ NW ¼ and NE ¼ SW ¼ Section 6-154-72 • **Deeded Acres:** 312+/- • **Tillable Acres:** 111.36+/-
- **CRP Acres:** 127.2+/- (Annual Payment: \$5,503 or \$43.26/ac • **Expiration Date:** 2022) • **Soil Productivity Index:** 73.3
- **Taxes (2015):** \$1,744.9 **Tract Note:** Mixed-use land including productive Heimdal-Erick loams tillable soil, CRP, and low-lying grassland with water features suitable for waterfowl and other migratory birds.



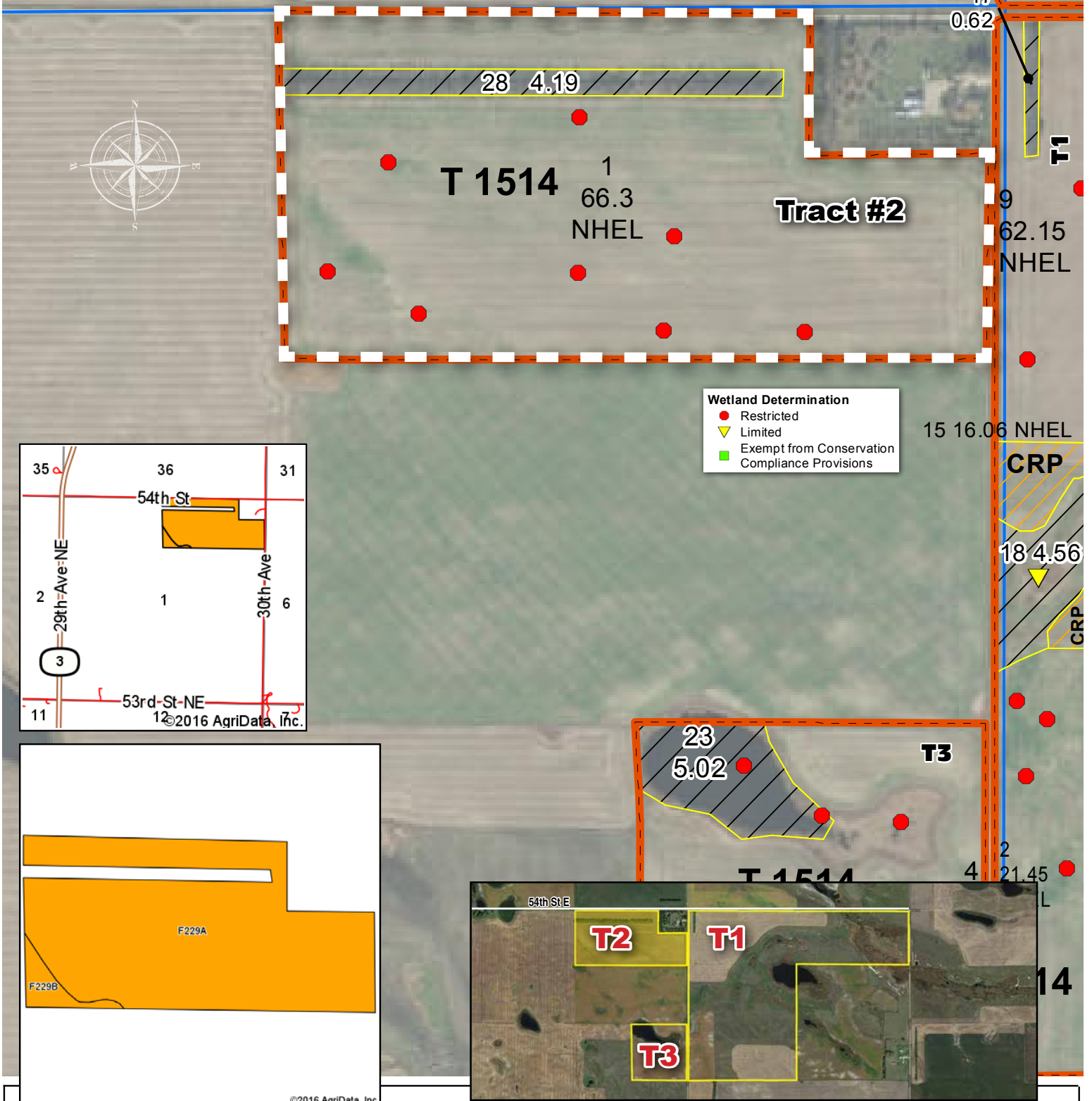
Area Symbol: ND069, Soil Area Version: 19

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
F229B	Heimdal-Erick loams, 3 to 6 percent slopes	68.43	61.0%		Ile	72
F229A	Heimdal-Erick loams, 0 to 3 percent slopes	32.49	29.0%		Ile	79
F229C	Heimdal-Esmond-Sisseton loams, 6 to 9 percent slopes	5.63	5.0%		IVe	55
F211A	Fram-Wyard loams, 0 to 3 percent slopes	5.13	4.6%		Ile	77
F229D	Heimdal-Esmond-Sisseton loams, 9 to 15 percent slopes	0.46	0.4%		Vle	40
Weighted Average						73.3

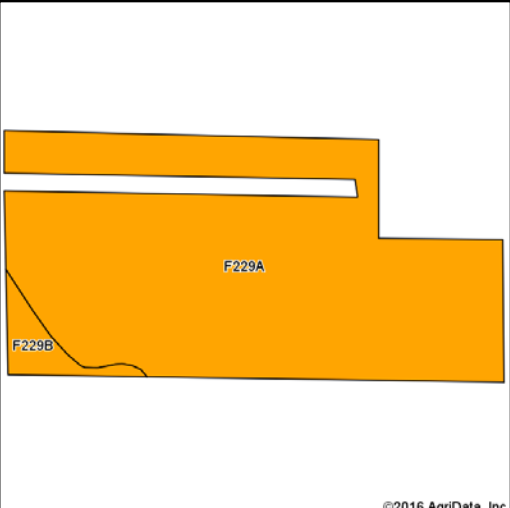
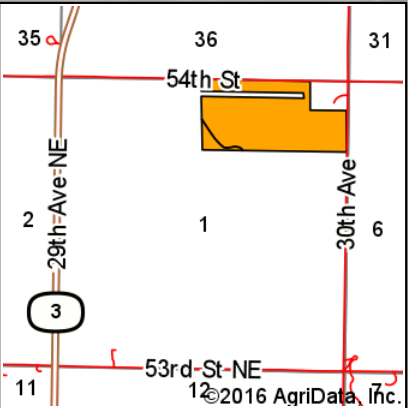
Area Symbol: ND069, Soil Area Version: 19. *c: Using Capabilities Class Dominant Condition Aggregation Method. Soils data provided by USDA & NRCS.

Tract 2: Balta Township

• **Description:** Lots 1-2 Less Deeded Out Lot 162 1-154-73 • **Deeded Acres:** 72+/- • **Cropland Acres:** 66.3+/-
 • **Soil Productivity Index:** 78.7 • **Est. Taxes (2015):** \$605 **Tract Note:** Well-protected short 80 with productive Heimdal-Emrick loams soil.



Wetland Determination
 ● Restricted
 ▼ Limited
 ■ Exempt from Conservation Compliance Provisions



Area Symbol: ND069, Soil Area Version: 19

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
F229A	Heimdal-Emrick loams, 0 to 3 percent slopes	63.41	95.6%		Ile	79
F229B	Heimdal-Emrick loams, 3 to 6 percent slopes	2.89	4.4%		Ile	72
Weighted Average						78.7

Area Symbol: ND069, Soil Area Version: 19. *c: Using Capabilities Class Dominant Condition Aggregation Method. Soils data provided by USDA & NRCS.

Tract 3: Balta Township

• **Description:** NE ¼ SE ¼ 1-154-73 • **Deeded Acres:** 40+/- • **Cropland Acres:** 34.39+/- • **Soil Productivity Index:** 68.7
 • **Est. Taxes (2015):** \$336 **Tract Note:** Located directly across the road from Tract 1 & S of Tract 2 ¼ mile.
 Predominately Heimdal-Emrick/Esmond loams soils.



18 4.56

CRP

T1

2

21.45

NHEL

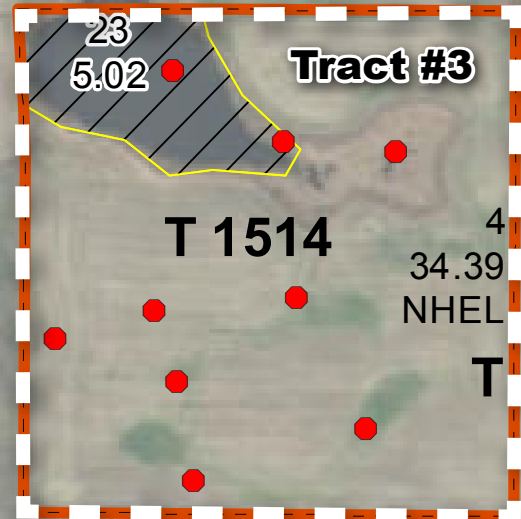
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34.39

NHEL

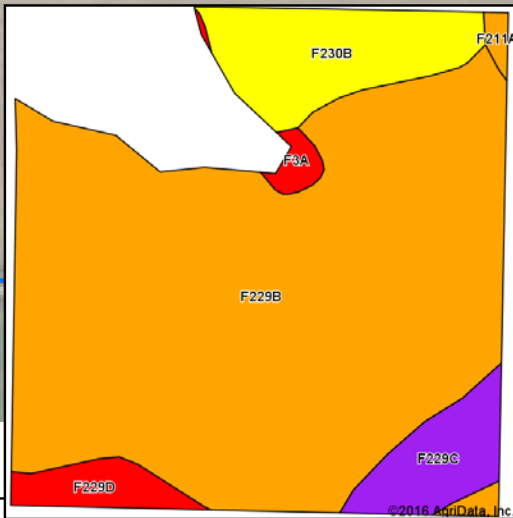
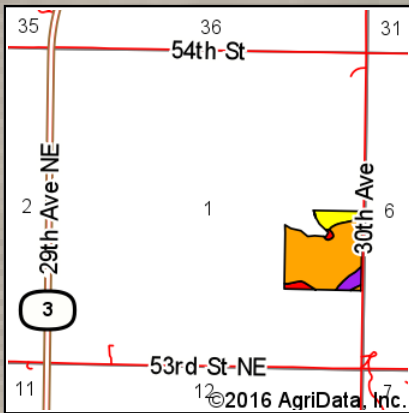
T 1514

T 1514



Wetland Determination

- Restricted
- ▼ Limited
- Exempt from Conservation Compliance Provisions



Area Symbol: ND069, Soil Area Version: 19

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
F229B	Heimdal-Emrick loams, 3 to 6 percent slopes	27.10	78.8%		Ile	72
F230B	Heimdal-Esmond loams, 3 to 6 percent slopes	3.65	10.6%		Ile	64
F229C	Heimdal-Esmond-Sisseton loams, 6 to 9 percent slopes	1.96	5.7%		IVe	55
F229D	Heimdal-Esmond-Sisseton loams, 9 to 15 percent slopes	1.10	3.2%		Vle	40
F3A	Parnell silty clay loam, 0 to 1 percent slopes	0.39	1.1%		Vw	25
F211A	Fram-Wyard loams, 0 to 3 percent slopes	0.19	0.6%		Ile	77
Weighted Average						68.7

Area Symbol: ND069, Soil Area Version: 19. *c: Using Capabilities Class Dominant Condition Aggregation Method. Soils data provided by USDA & NRCS.

2015 Pierce County Real Estate Tax Statement

SCHAAN, D.
Taxpayer ID: 88050

Parcel Number
04194000

Jurisdiction
19-005-50-00-00

Owner
D. SCHAAN LIMITED
PARTNERSHIP

Physical Location
ELVERUM

Legal Description
LOTS 1-2
(6-154-72)

2015 TAX BREAKDOWN

Net consolidated tax	274.75
Plus: Special assessments	0.00
Total tax due	274.75
Less 5% discount, if paid by Feb. 15th	13.74
Amount due by Feb. 15th	261.01

Or pay in two installments (with no discount):
 Payment 1: Pay by Mar. 1st 137.38
 Payment 2: Pay by Oct. 15th 137.37

Legislative tax relief (3-year comparison):	2013	2014	2015
State school levy reduction	153.63	172.13	177.25
12% state-paid tax credit	30.72	37.70	37.47
Total legislative tax relief	184.35	209.83	214.72

Parcel Acres:
 Agricultural 80.00 acres
 Residential 0.00 acres
 Commercial 0.00 acres

Tax distribution (3-year comparison):	2013	2014	2015
True and full value	24,583	27,533	28,359
Taxable value	1,229	1,377	1,418
Less: Homestead credit	0	0	0
Veterans' credit	0	0	0
Net taxable value	1,229	1,377	1,418
Total mill levy	208.31	228.12	220.19

Special assessments:
 No Special Assessment details available

Taxes By District (in dollars):	2013	2014	2015
State	2.46	2.76	2.84
County	96.38	133.61	124.23
City/Township	13.89	6.87	12.50
School (after state reduction)	137.17	164.00	168.67
Fire	6.14	6.89	3.98
Water	0.00	0.00	0.00
Other	0.00	0.00	0.00

Notes:

Consolidated tax	256.04	314.13	312.22
Less: 12% state-paid credit	30.72	37.70	37.47
Net consolidated tax	225.32	276.43	274.75
Net effective tax rate	0.92%	1.00%	0.97%

FOR ASSISTANCE, CONTACT:

Office: Karin Fursather, Treasurer
 240 2ND ST SE, Ste 6
 Rugby, ND 58368-
 Phone: (701) 776-5225



2015 Pierce County Real Estate Tax Statement

SCHAAN, D.
Taxpayer ID: 88050

Parcel Number
04196000

Jurisdiction
19-005-50-00-00

Owner
D. SCHAAN LIMITED
PARTNERSHIP

Physical Location
ELVERUM

Legal Description
LOTS 3-4
(6-154-72)

2015 TAX BREAKDOWN

Net consolidated tax	532.86
Plus: Special assessments	0.00
Total tax due	532.86
Less 5% discount, if paid by Feb. 15th	26.64
Amount due by Feb. 15th	506.22

Or pay in two installments (with no discount):
 Payment 1: Pay by Mar. 1st 266.43
 Payment 2: Pay by Oct. 15th 266.43

Legislative tax relief (3-year comparison):	2013	2014	2015
State school levy reduction	298.00	333.75	343.75
12% state-paid tax credit	59.59	73.09	72.66
Total legislative tax relief	357.59	406.84	416.41

Parcel Acres:
 Agricultural 77.00 acres
 Residential 0.00 acres
 Commercial 0.00 acres

Tax distribution (3-year comparison):	2013	2014	2015
True and full value	47,672	53,393	54,995
Taxable value	2,384	2,670	2,750
Less: Homestead credit	0	0	0
Veterans' credit	0	0	0
Net taxable value	2,384	2,670	2,750
Total mill levy	208.31	228.12	220.19

Special assessments:
 No Special Assessment details available

Taxes By District (in dollars):	2013	2014	2015
State	4.76	5.34	5.50
County	186.90	259.06	240.92
City/Township	26.94	13.32	24.26
School (after state reduction)	266.08	318.00	327.11
Fire	11.92	13.35	7.73
Water	0.00	0.00	0.00
Other	0.00	0.00	0.00
Consolidated tax	496.60	609.07	605.52
Less: 12% state-paid credit	59.59	73.09	72.66
Net consolidated tax	437.01	535.98	532.86
Net effective tax rate	0.92%	1.00%	0.97%

Notes:

FOR ASSISTANCE, CONTACT:
 Office: Karin Fursather, Treasurer
 240 2ND ST SE, Ste 6
 Rugby, ND 58368-
 Phone: (701) 776-5225



2015 Pierce County Real Estate Tax Statement

SCHAAN, D.
Taxpayer ID: 88050

Parcel Number
04197000

Jurisdiction
19-005-50-00-00

Owner
D. SCHAAN LIMITED
PARTNERSHIP

Physical Location
ELVERUM

Legal Description
SE1/4NW1/4, NE1/4SW1/4, LOTS 5-6
(6-154-72)

2015 TAX BREAKDOWN

Net consolidated tax	936.48
Plus: Special assessments	0.00
Total tax due	936.48
Less 5% discount, if paid by Feb. 15th	46.82
Amount due by Feb. 15th	889.66

Or pay in two installments (with no discount):
 Payment 1: Pay by Mar. 1st 468.24
 Payment 2: Pay by Oct. 15th 468.24

Legislative tax relief (3-year comparison):

	2013	2014	2015
State school levy reduction	523.75	586.50	604.13
12% state-paid tax credit	104.74	128.44	127.70
Total legislative tax relief	628.49	714.94	731.83

Parcel Acres:
 Agricultural 155.00 acres
 Residential 0.00 acres
 Commercial 0.00 acres

Tax distribution (3-year comparison):

	2013	2014	2015
True and full value	83,790	93,845	96,660
Taxable value	4,190	4,692	4,833
Less: Homestead credit	0	0	0
Veterans' credit	0	0	0
Net taxable value	4,190	4,692	4,833
Total mill levy	208.31	228.12	220.19

Special assessments:
 No Special Assessment details available

Taxes By District (in dollars):

	2013	2014	2015
State	8.38	9.38	9.66
County	328.50	455.27	423.41
City/Township	47.35	23.41	42.63
School (after state reduction)	467.64	558.82	574.90
Fire	20.95	23.46	13.58
Water	0.00	0.00	0.00
Other	0.00	0.00	0.00

Notes:

Consolidated tax	872.82	1,070.34	1,064.18
Less: 12% state-paid credit	104.74	128.44	127.70
Net consolidated tax	768.08	941.90	936.48
Net effective tax rate	0.92%	1.00%	0.97%

FOR ASSISTANCE, CONTACT:

Office: Karin Fursather, Treasurer
 240 2ND ST SE, Ste 6
 Rugby, ND 58368-
 Phone: (701) 776-5225



2015 Pierce County Real Estate Tax Statement

SCHAAN, D.

Taxpayer ID: 88050

Parcel Number
03931000

Jurisdiction
20-005-50-00-00

Owner
D. SCHAAN LIMITED
PARTNERSHIP

Physical Location
BALTA TOWNSHIP

Legal Description
LOTS 1-2, NE1/4SE1/4 LESS DEEDED OUTLOT 162 IN LOT 1
(1-154-73)

2015 TAX BREAKDOWN

Net consolidated tax	941.82
Plus: Special assessments	0.00
Total tax due	941.82
Less 5% discount, if paid by Feb. 15th	47.09
Amount due by Feb. 15th	894.73

Or pay in two installments (with no discount):

Payment 1: Pay by Mar. 1st	470.91
Payment 2: Pay by Oct. 15th	470.91

Legislative tax relief (3-year comparison):

	2013	2014	2015
State school levy reduction	497.00	556.63	573.25
12% state-paid tax credit	99.98	128.85	128.43
Total legislative tax relief	596.98	685.48	701.68

Tax distribution (3-year comparison):

	2013	2014	2015
True and full value	79,510	89,051	91,723
Taxable value	3,976	4,453	4,586
Less: Homestead credit	0	0	0
Veterans' credit	0	0	0
Net taxable value	3,976	4,453	4,586
Total mill levy	209.54	241.13	233.37

Parcel Acres:

Agricultural	112.00 acres
Residential	0.00 acres
Commercial	0.00 acres

Special assessments:

No Special Assessment details available

Notes:

FOR ASSISTANCE, CONTACT:

Office: Karin Fursather, Treasurer
240 2ND ST SE, Ste 6
Rugby, ND 58368-
Phone: (701) 776-5225



Abbreviated 156 Farm Records

NORTH DAKOTA
PIERCE
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 666
Prepared : Oct 12, 2016
Crop Year : 2017

Tract ~~XXXX~~ Continued ...

TOTAL ~~XXXX~~ 0.00

NOTES

Tract Number : 1514
Description : 215,214/NNE;NW;NSW6 154 72;NNE;NESE1 154 73
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 : D SCHAAN LIMITED PARTNERSHIP
Other Producers : DENNIS JUNDT, DORIS J RITTENOUR, DONALD F SCHAAN, DENNIS L SCHAAN, DEAN J SCHAAN, DIANNE C VEATCH

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
414.92	343.61	343.61	0.00	0.00	127.23	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Related Activity	
0.00	0.00	216.38	0.00	0.00	0.00	0.00	

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Wheat	92.05	0.00	0	37
Sunflowers	22.43	0.00	0	1331
Soybeans	54.83	0.00	0	32
Peas	14.50	0.00	0	2544
TOTAL	183.81	0.00		

NOTES

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

This form is available electronically.

CRP-1 (07-23-10)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1. ST. & CO. CODE & ADMIN. LOCATION 38069	2. SIGN-UP NUMBER 43
CONSERVATION RESERVE PROGRAM CONTRACT				3. CONTRACT NUMBER 10010	4. ACRES FOR ENROLLMENT 127.2
NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.					
7. COUNTY OFFICE ADDRESS (Include Zip Code): PIERCE COUNTY FARM SERVICE AGENCY 126 2ND AVE SW STE 103 RUGBY, ND 58368				5. FARM NUMBER 0000666	6. TRACT NUMBER(S) 0001514
TELEPHONE NUMBER (Include Area Code): 701-776-5821				8. OFFER (Select one) GENERAL <input checked="" type="checkbox"/> ENVIRONMENTAL PRIORITY <input type="checkbox"/>	FROM: (MM-DD-YYYY) 10/01/2012
				TO: (MM-DD-YYYY) 09/30/2022	

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be 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 terms and conditions contained in this Contract, including the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. 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 PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1, CRP-1 Appendix and any addendum thereto, CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre \$43.26	11. Identification of CRP Land (See Page 2 for additional space)				
B. Annual Contract Payment \$5503	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
C. First Year Payment (Item 10C applicable only to continuous signup when the first year payment is prorated.)	0001514	0007	CP4D	5.1	\$334.00
	0001514	0012	CP4D	11.8	\$773.00
	0001514	0013	CP4D	1.8	\$118.00

12. PARTICIPANTS					
A(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): KENNETH JOSEPH SCHAAN 2690 53RD ST NE RUGBY, ND 58368-8346	(2) SHARE 25.00%	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE: <i>Kenneth J. Schaan</i> (MM-DD-YYYY) 4/4/12 <i>(If more than three individuals are signing, continue on attachment.)</i>			
B(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): D SCHAAN LIMITED PARTNERSHIP 5645 NICOLE CT LAS VEGAS, NV 89120-2226	(2) SHARE 75.00%	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE: <i>D Schaan, POA</i> (MM-DD-YYYY) 4/4/12 <i>(If more than three individuals are signing, continue on attachment.)</i>			
C(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): N/A	(2) SHARE %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE (MM-DD-YYYY)			

13. CCC USE ONLY - Payments according to the shares are approved	A. SIGNATURE OF CCC REPRESENTATIVE <i>[Signature]</i>	(MM-DD-YYYY) 8-29-12
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NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program contract, to assist in determining eligibility and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law Enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital and family status. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audio tapes etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

Original - County Office Copy

Owner's Copy

RECEIVED
Operator's Copy

Continuation of Item 11 - Identification of CRP Land

A. TRACT NO.	B. FIELD NO.	C. PRACTICE NO.	D. ACRES	E. TOTAL ESTIMATED C/S	CONTRACT PERIOD (MM-DD-YYYY)	
					F. FROM	G. TO
0001514	0015	CP4D	16.10	\$ 1055.00		
0001514	0016	CP4D	28.50	\$ 1867.00		
0001514	0030	CP4D	13.60	\$ 891.00		
0001514	0033	CP4D	50.30	\$ 3295.00		

Original - County Office Copy

Owner's Copy

Operator's Copy



Tract 1

Tract 2

Tract 3



View Exclusive Property Video
SteffesGroup.com
or scan the code!



EARNEST MONEY RECEIPT & PURCHASE AGREEMENT

SteffesGroup.com



EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT

Date: _____

Received of _____

Whose address is _____

SS # _____ Phone # _____ the sum of _____ in the form of _____ as earnest money and in part payment of the purchase of real estate sold by Auction and described as follows:

This property the undersigned has this day sold to the BUYER for the sum of _____ \$ _____
Earnest money hereinafter receipted for _____ \$ _____
Balance to be paid as follows: _____ In Cash at Closing _____ \$ _____

- Said deposit to be placed in the Steffes Group, Inc. Trust Account until closing, BUYERS default, or otherwise as agreed in writing by BUYER and SELLER. By this deposit BUYER acknowledges purchase of the real estate subject to Terms and Conditions of this contract, subject to the Terms and Conditions of the Buyer's Prospectus, and agrees to close as provided herein and therein. BUYER acknowledges and agrees that the amount of deposit is reasonable; that the parties have endeavored to fix a deposit approximating SELLER'S damages upon BUYERS breach; that SELLER'S actual damages upon BUYER'S breach may be difficult or impossible to ascertain; that failure to close as provided in the above referenced documents will result in forfeiture of the deposit as liquidated damages; and that such forfeiture is a remedy in addition to SELLER'S other remedies.
- Prior to closing SELLER at SELLER'S expense shall furnish BUYER an abstract updated to a current date showing good and marketable title. Zoning ordinances, building and use restrictions and reservations in federal patents and state deeds, existing tenancies, easements and public roads shall not be deemed encumbrances or defects.
- 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.
- Neither the SELLER nor SELLER'S AGENT make any representation of warranty whatsoever concerning the amount of real estate taxes or special assessments, which shall be assessed against the property subsequent to the date of purchase.
- Minnesota Taxes: SELLER agrees to pay _____ of the real estate taxes and installment of special assessments due and payable in _____ BUYER agrees to pay _____ of the real state taxes and installments and special assessments due and payable in _____ SELLER warrants taxes for _____ are _____ Homestead, _____ Non-Homestead. SELLER agrees to pay the Minnesota State Deed Tax.
- North Dakota Taxes: _____
- The property is to be conveyed by _____ deed, free and clear of all encumbrances except special assessments, existing tenancies, easements, reservations and restrictions of record.
- Closing of the sale is to be on or before _____ Possession will be at closing.
- This 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 to 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.
- The contract, together with the Terms and Conditions of the Buyer's Prospectus, contain the entire agreement and neither party has relied upon any oral or written representations, agreements, or understanding not set forth herein, whether made by agent or party hereto. This contract shall control with respect to any provisions that conflict with or are inconsistent with the Buyer's Prospectus or any announcements made at auction.
- Other conditions: Subject to easements, reservations and restrictions of record, existing tenancies, public roads and matters that a survey may show. Seller and Seller's agent DO NOT MAKE ANY REPRESENTATIONS OR ANY WARRANTIES AS TO MINERAL RIGHTS, TOTAL ACREAGE, TILLABLE ACREAGE OR BOUNDARY LOCATION.
- Any other conditions: _____
- Steffes Group, Inc. stipulates they represent the SELLER in this transaction.

Buyer: _____

Seller: _____

Steffes Group, Inc.

Seller's Printed Name & Address:



Land Auction

Pierce County, ND

Timed Online Auction ²⁰¹⁶
Friday, November 18, 8AM-12PM

424
± acres
offered in
3 tracts



SteffesGroup.com