

# buyer's PROSPECTUS



# Land Auction

Paul Arnleend Estate, Owner Thomas L. Reynolds, PR

Contact **320.693.9371** Eric Gabrielson 701.238.2570

#### 24400 MN Hwy 22 South, Litchfield, MN 55355

Eric Gabrielson MN47-006, Ashley Huhn MN47-002,
Randy Kath MN47-007, Shelly Weinzetl MN86-79, Scott Steffes MN14-51,
Brad Olstad MN14-70, Bob Steffes MN14-09, Max Steffes MN14-031

### SteffesGroup.com

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

**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 quaranties 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

#### Monday August 28, 2017 at 12:00 PM.

- · Seller will provide up-to date abstract at their expense and will convey property by Warranty Deed.
- · 2017 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.
- · All tracts will be offered on an individual basis. At the conclusion of the first round of bidding a recess will be taken. Bidding will then be reopened (at the last bid received) and all tracts will be offered again. The bidding will continue at the Auctioneer's discretion. Our goal is to realize the highest return to the Seller, and to satisfy all interested parties by allowing bidders who are interested in one tract to have the same opportunity as multi-tract Buyers.
- · 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 auction sale is for registered bidders and their quests. 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

#### Monday August 28, 2017 at 12:00 PM.

Closing will take place at a closing company mutually agreeable to both Buver 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 guaranties as to the Seller's performance.

### **AGENCY DISCLOSURE**

Steffes Group, Inc. is representing 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?

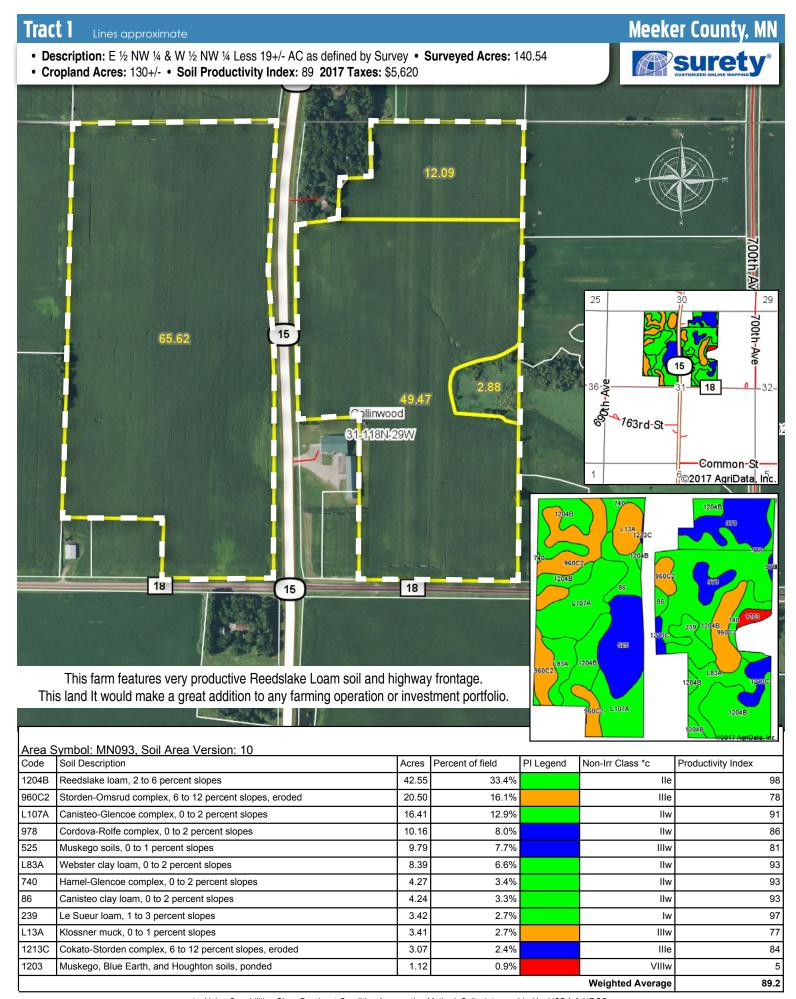
- 1. Estimate comparative value
- 2. Experienced buyers always decide what to pay before the bidding begins.
- 3. Inspect the property carefully.
- 4. Compare with other properties available in the area.
- Check the selling price of previously sold properties.
- 6. Discuss your buying plans with a lender.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

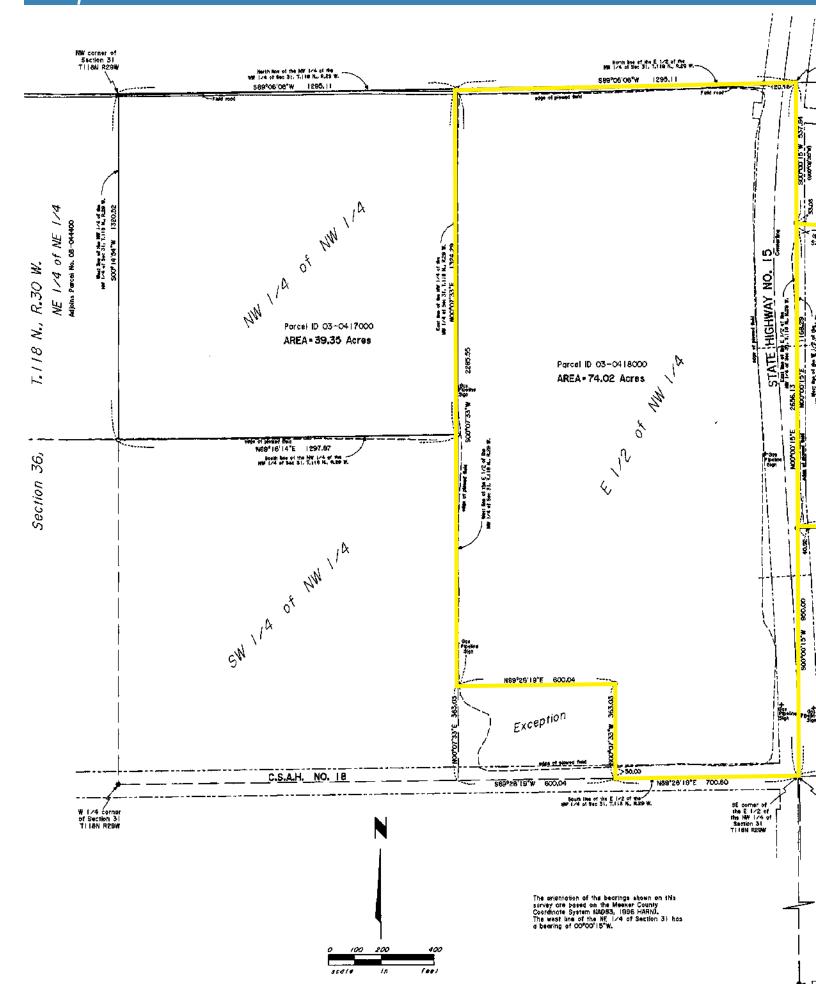
#### **AVOID OVER OR UNDER BIDDING**

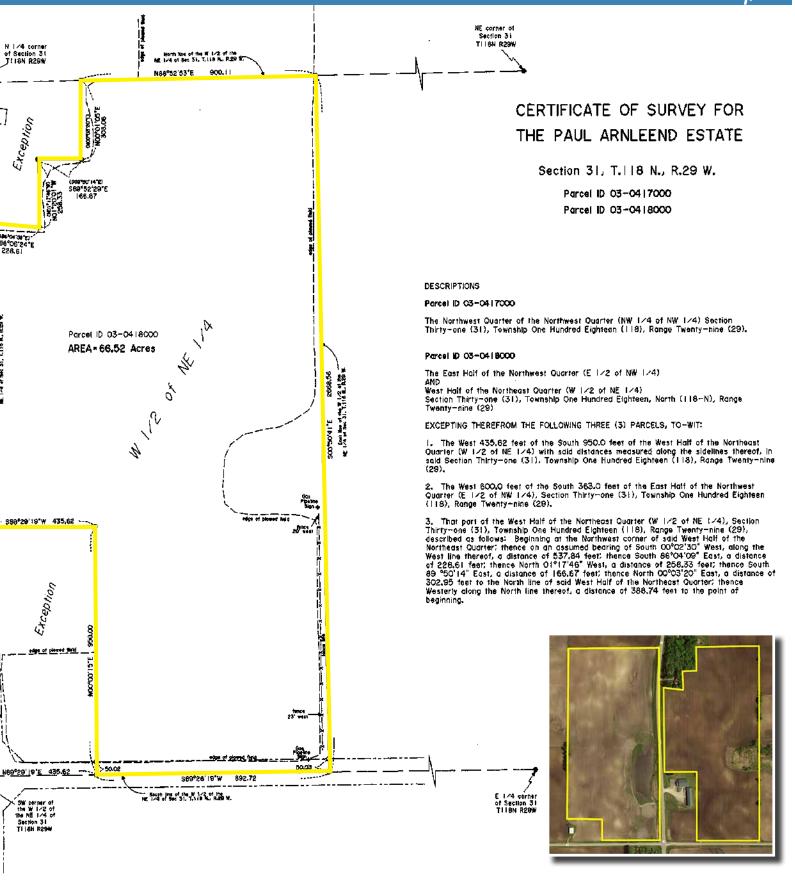
- · Always bid on a property toward a
- · Establish that price before the bidding begins. By doing this you will avoid getting caught up in the auction excitement and pay a price that is too high for the market or one that you cannot afford. It will also make you confident to bid to your established 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.







Denotes Iron monument found

O Denotes from monument set

I hereby certify that this Survey, Plan or Report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of

Diffug R. Rausch

John 1802 25 2014 11 2 242

PELLINEN LAND SURVEYING, INC

P O Box 35 Hutchinson, Minnesota 55350

> Phone (320) 587-4789 Fax (320) 587-3752

JOB NO : 40758 - BK 9-412 Pr

# 2017 Tax Statement & Abbreviated 156 Farm Record

# **Meeker County, MN**

325 NORTH SIBLEY LITCHFIELD, MN 55355-2155 320-693-5345 www.co.meeker.min.us

Property ID Number: 03-0418000 Property Description: SECT-31 TWP-118 RANG-29 E 1/2 NW 1/4 & W 1/2 NE 1/4 EX 13.46 AC EX W600' OF S363' OF E 1/2 NW 1/4

PAUL ARNLEEND

ACRES 141.54

372-T

7.080						
2017						
708,000						
708,000						
NON-HSTD						
5,552.00						
Property Tax Statement						
2.810.00						
2,810.00						
5.620.00						

Prepared: 6/26/17 3:33 PM

Page: 6 of 7

Crop Year: 2017

			3	Second nair Laxes:	2,810.00
				Total Taxes Due in 2017	5.620.00
				Taxes Payable Year: 2016	2017
1. Use this a	amount on Form M1PR to see if y	ou are eligible for a homestead credit refund			.00
File by Au	ugust 15th. IF BOX IS CHECKED	, YOU OWE DELINQUENT TAXES AND ARE N	OT ELIGIBLE		
2. Use thes	se amounts on Form M1PR to see	if you are eligible for a special refund	.00		
Property Tax	3. Property taxes before credit	s	5,808.00	5,620.00	
and Credits	4. A. Agricultural market value of	credits to reduce your property tax		.00	.00
	B. Other credits to reduce y	our property tax	.00	.00	
	5. Property taxes after credit	s		5,808.00	5,620.00
Property Tax	6. County			3,520.47	3,427.60
by Jurisdiction	n 7. City or Town			1,155.56	1,086.92
	8. State General Tax		.00	.00	
	9. School District: 466	A. Voter approved levies		608.97	590.90
		B. Other local levies		. 509.71	500.77
	10. Special Taxing Districts:	A MID MN DEVELOPMENT		13.29	13.81
		В.			
		C.			
		D.			
	11. Non-school voter approved	referenda levies			.00
	12. Total property tax before sp	pecial assessments		5,808.00	5,620.00
Special Asses					
on Your Prope	erty B.				
	C.				
	D.				
	E.				
14. YOUR T	OTAL PROPERTY TAX AND SP	PECIAL ASSESSMENTS		5,808.00	5,620.00
				1	FADIL GOOD
					FARM: 9264







U.S. Department of Agriculture Meeker Farm Service Agency Abbreviated 156 Farm Record Report ID: FSA-156EZ

DISCLAIMER: This is data extracted from the web isrm database. Because of potential meseaging feitures 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.

Tract Number: 10782 Description: **BIA Range Unit Number:** 

HEL Status: NHEL: no agricultural commodity planted on undetermined fields Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

Farmland	Cropland	DCP Croplend		Wap	WRP/EWP	CRP Cropland	GRP
65.62 State Conservation	65.62 Other Conservation	65.62 Effective DCP Croplan	d	0.0 Double Cropped	0.0 MPL/FWP	0.0 Native Sod	0.0
0.0	0.0	65.62		0.0	0.0	0.0	
Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-565 CRP Reduction			
WHEAT	13.7		47	0.0			
CORN	31.9		154	0.0			
SOYBEANS	19.1		34	0.0			
Total Base A	cres: 64.7						
Owners: PAUL ARNLE	END						

Other Producers: None

Tract Number: 10783 Description:

8IA Range Unit Number:

HEL Statue: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract contains a wetland or farmed wetland

Wt. Vigiations: None

Fermiend	Cropland	DCP Cropland		WBP	WRP/EWP	CRP Cropland	GRP
68.9	68 47	68.47		0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective OCP Grapler	nd	Double Cropped	MPL/FWP	Native Sod	
0.0	0.0	68.47		0.0	0.0	0.0	
Сгар	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction			
CORN	41.4		154	0 0			
SOYBEANS	26.9		41	0.0			
Total Base /	Acres: 68.3						
Owners: PAUL ARNLE	END						

Other Producers: None

## **EARNEST MONEY RECEIPT & PURCHASE AGREEMENT**



# SteffesGroup.com

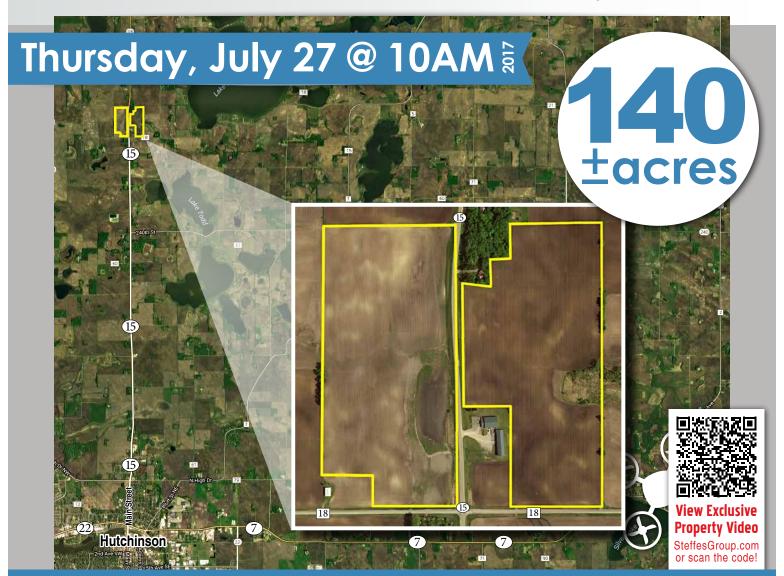
#### **EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT**

				Date:
Received of				
SS #	Phone #	the sum of	in the form of	as earnest money
and in part payment	t of the purchase of real estate sold	by Auction and described as follow	S:	
This property the ur	ndersigned has this day sold to the	BUYER for the sum of·····		\$
Earnest money here	einafter receipted for·····			······· \$
Balance to be paid a	as follows·····In Cash at Closing			······· \$
BUYER acknowledg agrees to close as p approximating SELI	ges purchase of the real estate subjo provided herein and therein. BUYER LER'S damages upon BUYERS brea d in the above referenced document	ect to Terms and Conditions of this of acknowledges and agrees that the ach; that SELLER'S actual damages	default, or otherwise as agreed in writing by E contract, subject to the Terms and Conditions amount of deposit is reasonable; that the parti upon BUYER'S breach may be difficult or impo sit as liquidated damages; and that such forfe	of the Buyer's Prospectus, and es have endeavored to fix a deposit ossible to ascertain; that failure
			to a current date showing good and marketab s, easements and public roads shall not be dee	
SELLER, then said of sale is approved by promptly as above s Payment shall not c	earnest money shall be refunded an the SELLER and the SELLER'S title set forth, then the SELLER shall be constitute an election of remedies or	nd all rights of the BUYER terminated e is marketable and the buyer for any paid the earnest money so held in e	ty (60) days after notice containing a written st d, except that BUYER may waive defects and e y reason fails, neglects, or refuses to complete scrow as liquidated damages for such failure t ue any and all other remedies against BUYER, ent.	lect to purchase. However, if said purchase, and to make payment o consummate the purchase.
	ER nor SELLER'S AGENT make any gainst the property subsequent to t		ever concerning the amount of real estate taxes	s or special assessments, which
BUYER agrees to pa	ay of the rea	al state taxes and installments and s	and installment of special assessments due ar pecial assessments due and payable in Non-Homestead. SELLER agrees to pay	SELLER warrants
	es:			
7. The property is to			umbrances except special assessments, existi	ng tenancies, easements,
3. Closing of the sal	le is to be on or before			Possession will be at closing.
water quality, seepa			pection of the property prior to purchase for cosence of lead based paint, and any and all stru	
epresentations, agi	reements, or understanding not set		in the entire agreement and neither party has r t or party hereto. This contract shall control w at auction.	
			g tenancies, public roads and matters that a si GHTS, TOTAL ACREAGE, TILLABLE ACREAGE	
12: Any other condi	tions:			
13. Steffes Group, Ir	nc. stipulates they represent the SE	LLER in this transaction.		
Buyer:			Seller:	
			Seller's Printed Name & Address:	
Steffes Group, Inc.				



# Land Auction

Meeker County, MN









SteffesGroup.com