



buyer's PROSPECTUS

Timed Online Auction 2017
Thursday, December 7, 8AM-11AM

15
± acres



**View More
Property Photos**
SteffesGroup.com
or scan the code!



Yankton Co., SD
Utica Township

Land Located

From the Jct. of US Hwy. 81
and 31st Street in Yankton, SD,
2-1/2 miles north on Hwy. 81,
west side of highway.

Development Lot

Contact
Max Steffes

701.237.9173
701.212.2849

Peterson Family, Owners
Brad, Danny & Lenny Peterson

2000 Main Avenue East, West Fargo, ND 58078
Scott Steffes SD Broker License #4762, Max Steffes SD #16038

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 11:00AM Thursday, December 7, 2017.

- 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 Tuesday, January 9, 2018.**

- Closing will take place at a professional closing company agreeable to both buyer and seller.
- Seller will provide up-to-date-date abstract(s) at their expense and will convey property by Warranty Deed.
- **2017 taxes to be paid by Seller. 2018 taxes to be paid by Buyer.** Subsequent taxes and or special assessments, if any, to be paid by buyer. Real Estate Taxes are subject to reassessment under new owner.
- Closing Agent Fee will be shared equally between Buyer and Seller.
- The auction sale is for registered bidders and their guests. All bidding is open to the public and the property is offered for sale to qualified purchasers without regard to sex, race, color, religion, natural origin or handicap.
- Please note the bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid.
- The minimum bid raise will be \$500.00

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 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

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?

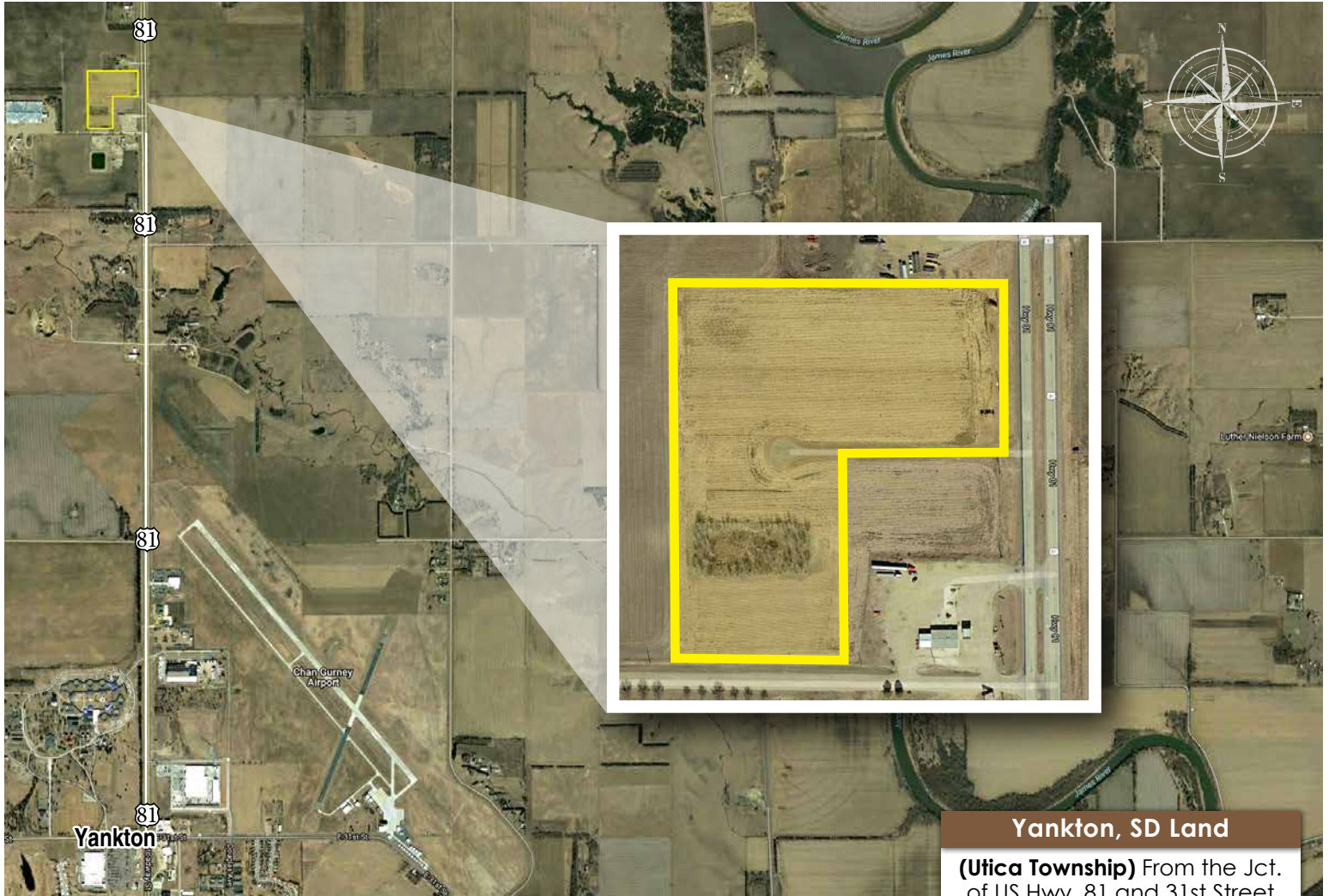
1. Estimate comparative value.
2. Experienced buyers always decide what to pay before the bidding begins.
3. Inspect the property carefully.
4. Compare with other properties available in the area.
5. Check the selling price of previously sold properties.
6. Discuss your buying plans with a lender. Have 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.



Yankton, SD Land

(Utica Township) From the Jct. of US Hwy. 81 and 31st Street in Yankton, SD, 2-1/2 miles north on Hwy. 81, west side of highway.

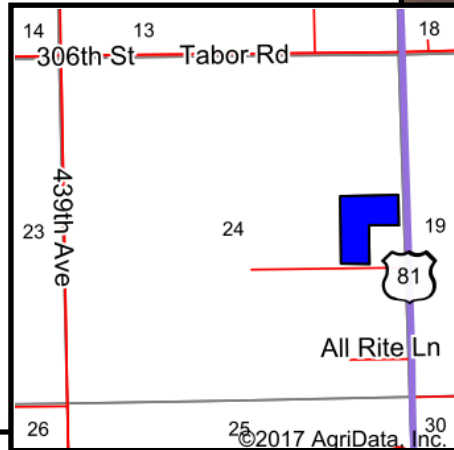
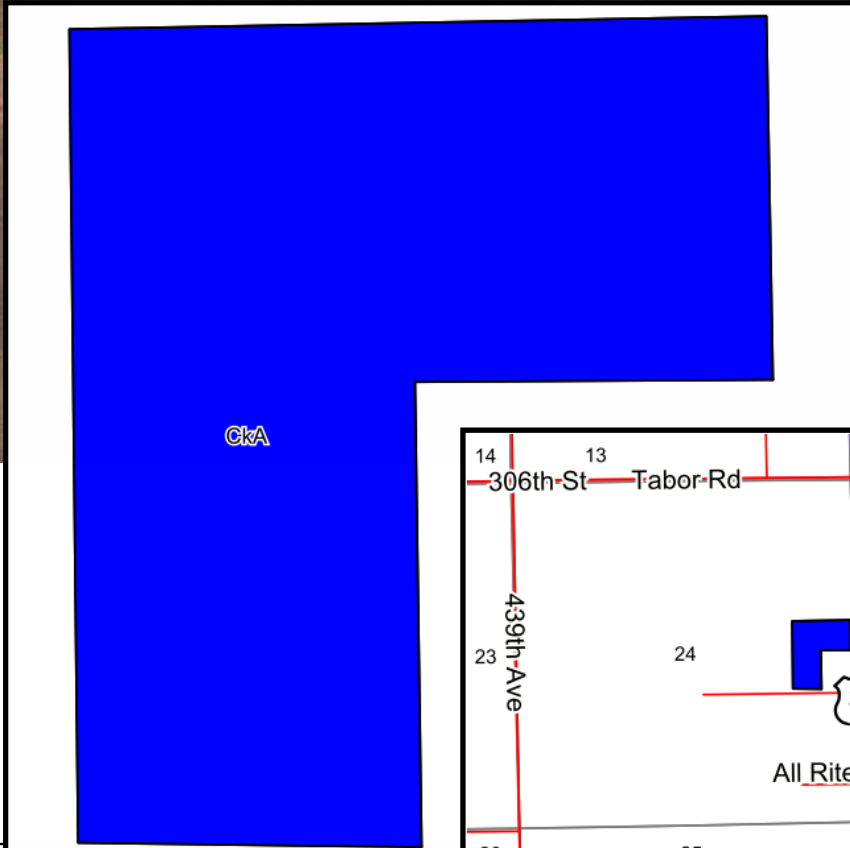
Developable lot with great frontage and access to high traffic 4-lane Hwy. 81. Located on the north side of Yankton, SD and close to the Yankton airport. This land is presently zoned Rural Transitional and could be utilized for multiple applications or purchased as an investment with very low carrying costs!



Tract Details Lines approximate

Yankton County, SD Development Lot

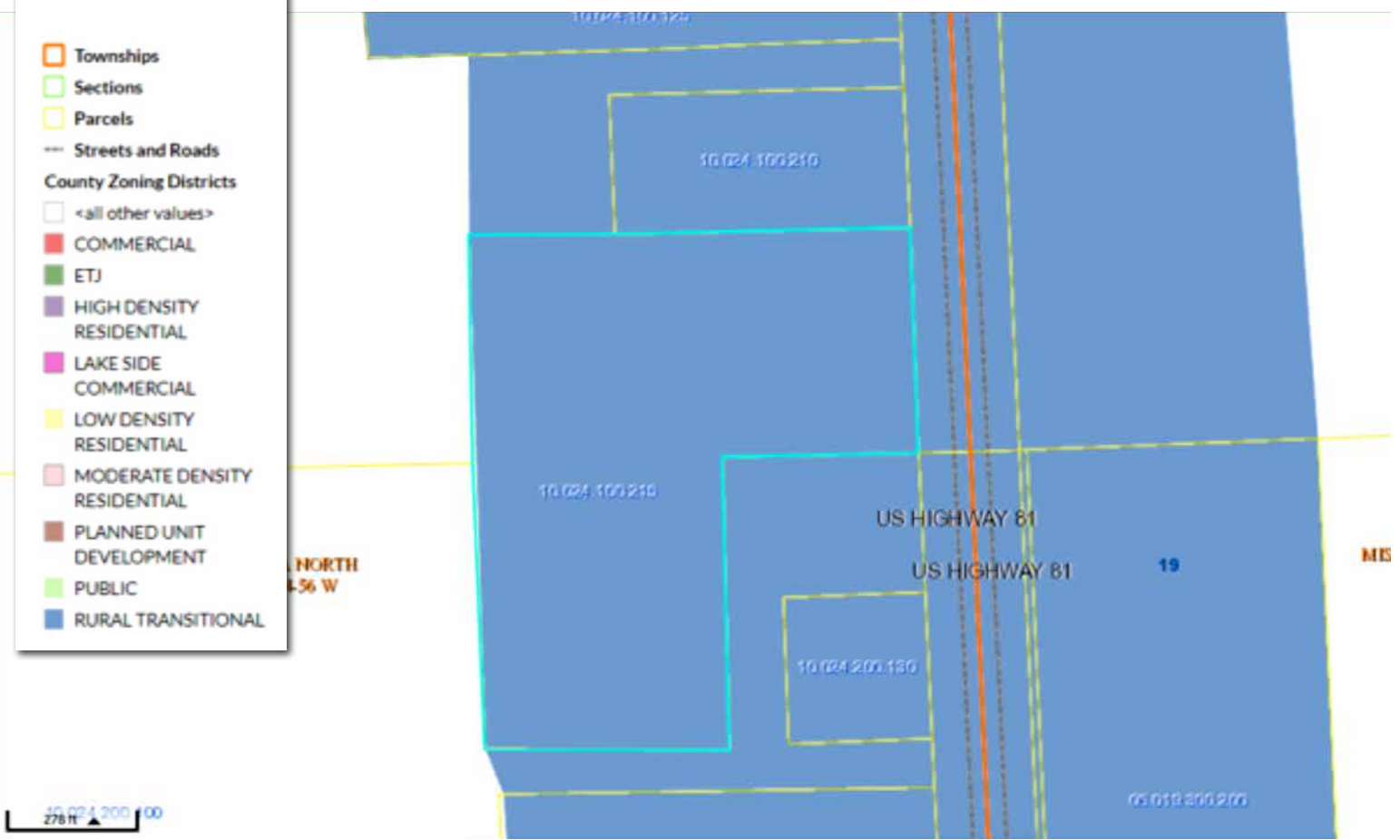
Description: S116' LT 1 & ALL LTS 2 & 3 Section 24-94-56 • **Total Acres:** 15.27+/- • **Taxes:** \$377.64
Zoning: Rural Transitional • **PID#:** 10.024.100.215

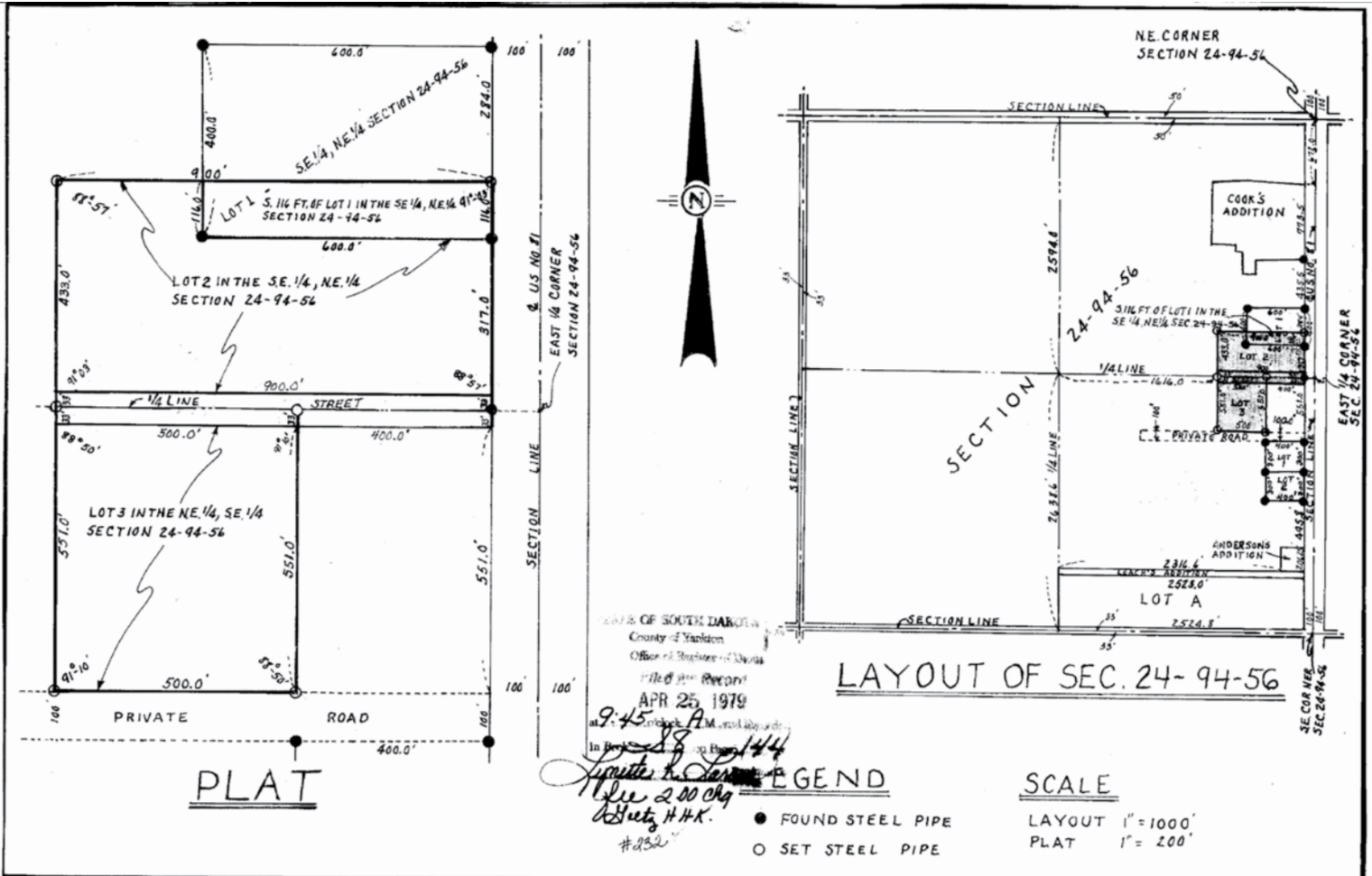


Area Symbol: SD135, Soil Area Version: 18

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
CkA	Clarno-Crossplain-Tetonka complex, 0 to 3 percent slopes	15.27	100.0%		IIc	82
Weighted Average						82

*c: Using Capabilities Class Dominant Condition Aggregation Method. Soils data provided by USDA & NRCS.





SURVEYOR'S CERTIFICATE

I, Robert B. Johnson, Registered Professional Engineer and Land Surveyor, have at the direction of Larry L. Ryken, made a survey of three tracts of land which shall hereafter be known as follows:

- (1) The south 116 feet of Lot 1 in the SE 1/4, NE 1/4 Section 24, Twp. 94 N., Range 56 West of the 5th P.M., containing 1.60 acres, more or less.
- (2) Lot 2 in the SE 1/4, NE 1/4 Section 24, Twp. 94 N., Range 56 West of the 5th P.M., containing 7.35 acres, more or less.
- (3) Lot 3 in the NE 1/4, SE 1/4 Section 24, Twp. 94 N., Range 56 West of the 5th P.M., containing 6.32 acres, more or less.

All of the above tracts are in Yankton County, South Dakota





People Quick Facts

Population, 2014 estimate	14,552
Population, 2010 (April 1) estimates base	14,454
Population, percent change - April 1, 2010 to July 1, 2014	0.70%
Population, 2010	14,454
Persons under 5 years, percent, 2010	6.20%
Persons under 18 years, percent, 2010	20.90%
Persons 65 years and over, percent, 2010	17.90%
Female persons, percent, 2010	49.50%
White alone, percent, 2010 (a)	92.10%
Black or African American alone, percent, 2010 (a)	2.10%
American Indian and Alaska Native alone, percent, 2010 (a)	2.30%
Asian alone, percent, 2010 (a)	0.70%
Native Hawaiian and Other Pacific Islander alone, percent, 2010 (a)	Z
Two or More Races, percent, 2010	1.60%
Hispanic or Latino, percent, 2010 (b)	3.40%
White alone, not Hispanic or Latino, percent, 2010	90.50%
Living in same house 1 year & over, percent, 2009-2013	80.70%
Foreign born persons, percent, 2009-2013	2.30%
Language other than English spoken at home, pct age 5+, 2009-2013	7.80%
High school graduate or higher, percent of persons age 25+, 2009-2013	89.10%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	26.80%
Veterans, 2009-2013	1,030
Mean travel time to work (minutes), workers age 16+, 2009-2013	11.9
Housing units, 2010	6,365
Homeownership rate, 2009-2013	63.80%
Housing units in multi-unit structures, percent, 2009-2013	27.80%
Median value of owner-occupied housing units, 2009-2013	\$125,700
Households, 2009-2013	5,730
Persons per household, 2009-2013	2.24
Per capita money income in past 12 months (2013 dollars), 2009-2013	\$26,142
Median household income, 2009-2013	\$41,970
Persons below poverty level, percent, 2009-2013	15.40%

Business Quick Facts

Private nonfarm establishments, 2013	N/A
Private nonfarm employment, 2013	N/A
Private nonfarm employment, percent change, 2012-2013	N/A
Nonemployer establishments, 2013	N/A
Total number of firms, 2007	1,411
Black-owned firms, percent, 2007	F
American Indian- and Alaska Native-owned firms, percent, 2007	F
Asian-owned firms, percent, 2007	F
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F
Hispanic-owned firms, percent, 2007	F
Women-owned firms, percent, 2007	29.80%
Manufacturers shipments, 2007 (\$1000)	D
Merchant wholesaler sales, 2007 (\$1000)	115,020
Retail sales, 2007 (\$1000)	255,780
Retail sales per capita, 2007	\$18,707
Accommodation and food services sales, 2007 (\$1000)	33,037
Building permits, 2014	N/A

Geography Quick Facts

Land area in square miles, 2010	8.21
Persons per square mile, 2010	1,760.50
FIPS Code	73060

City

14,552
14,454
0.70%
14,454
6.20%
20.90%
17.90%
49.50%
92.10%
2.10%
2.30%
0.70%
Z
1.60%
3.40%
90.50%
80.70%
2.30%
7.80%
89.10%
26.80%
1,030
11.9
6,365
63.80%
27.80%
\$125,700
5,730
2.24
\$26,142
\$41,970
15.40%

County

22,684
22,438
1.10%
22,438
5.80%
21.10%
17.50%
48.10%
92.80%
1.90%
3.00%
0.70%
Z
1.50%
3.30%
90.10%
84.30%
1.90%
6.90%
91.00%
26.40%
1,706
15.1
9,779
71.80%
19.20%
\$126,700
8,698
2.34
\$27,268
\$52,578
13.40%

(a) Includes persons reporting only one race.
 (b) Hispanics may be of any race, so also are included in applicable race categories.
 D: Suppressed to avoid disclosure of confidential information
 F: Fewer than 25 firms
 FN: Footnote on this item for this area in place of data
 NA: Not available
 S: Suppressed; does not meet publication standards
 X: Not applicable
 Z: Value greater than zero but less than half unit of measure shown



Source: U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits. Last Revised: Wednesday, 14-Oct-2015 16:02:52 EDT



Summary

Parcel ID 10.024.100.215
 Property Address
 Sec/Twp/Rng 24/94/56
 Brief Tax Description S116' LT 1 & ALL LTS 2 & 3
 (Note: Not to be used on legal documents)
 Comments
 Class AGC
 Tax District 10633Y - UTICA TWP/63-3
 Gross Acres 15.27
 \$/Acre 0.00

Owners

Deed Holder
 PETERSON, LENNY
 19111 MAPLE AVE
 HITCHCOCK SD 57348

Deed Holder
 PETERSON, DANNY
 30984 189 ST
 HITCHCOCK SD 57348

Deed Holder
 PETERSON, BRAD

Valuation

	2017	2016	2015	2014	2013	2012
+ AGC	\$41,272	\$40,217	\$36,444	\$31,690	\$27,697	\$23,081
= Total Value	\$41,272	\$40,217	\$36,444	\$31,690	\$27,697	\$23,081

DISCLAIMER: ALL VALUES ARE BASED ON FULL AND TRUE VALUES BEFORE COUNTY BOARD ADJUSTMENTS, ELDERLY FREEZE, DISCRETIONARY AND EXEMPTIONS.

Taxation

2016	1st Half	2nd Half	Full Year
Due Date	April 30, 2017	October 31, 2017	
Tax Billed	188.82	188.82	377.64
Specials Etc.	0.00	0.00	0.00
Amount Paid	188.82	188.82	377.64
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	04/28/2017	04/28/2017	

2015	1st Half	2nd Half	Full Year
Due Date	April 30, 2016	October 31, 2016	
Tax Billed	179.47	179.47	358.94
Specials Etc.	0.00	0.00	0.00
Amount Paid	179.47	179.47	358.94
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	04/30/2016	04/30/2016	

2014	1st Half	2nd Half	Full Year
Due Date	April 30, 2015	October 31, 2015	
Tax Billed	164.59	164.59	329.18
Specials Etc.	0.00	0.00	0.00
Amount Paid	164.59	164.59	329.18
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	04/30/2015	09/30/2015	

2013	1st Half	2nd Half	Full Year
Due Date	April 30, 2014	October 31, 2014	
Tax Billed	153.36	153.36	306.72
Specials Etc.	0.00	0.00	0.00
Amount Paid	153.36	153.36	306.72
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	04/30/2014	10/29/2014	

2012	1st Half	2nd Half	Full Year
Due Date	April 30, 2013	October 31, 2013	
Tax Billed	123.34	123.34	246.68
Specials Etc.	0.00	0.00	0.00
Amount Paid	123.34	123.34	246.68
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	04/29/2013	10/31/2013	

Disclaimer: Yankton County digital cadastral data are a representation of recorded plats and surveys for use within the Geographic Information System for purposes of data access and analysis. These and other digital data do not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership or use.

Last Data Upload: 10/27/2017 4:27:20 AM



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:



Development Lot

Yankton County, SD

Timed Online Auction ²⁰¹⁷
Thursday, December 7, 8AM-11AM

15
± acres



**View More
Property Photos**
SteffesGroup.com
or scan the code!



SteffesGroup.com