

PROSPECTUS

Thursday, August 9 | 8AM -12PM 🖁



317 ±acres offered in 2 tracts

Barnes County, ND

Mansfield & Getchell TWP

Land Located:

Tract 1- 3.5 miles north of Valley City, ND on Co.
Hwy 21, 1 mile east on 29th St. SE.
Tract 2- From I-94 (Exit 276) approx. 15 miles west of Valley City, ND, 2 miles south on Co. Hwy 7.

Description: NE 1/4 Section 14-139-61 & NW 1/4 Section 36-141-58

Total Acres: 317.77+/-

Tract 1 160± Acres **Tract 2** 157.77± Acres

Multi-Tract Land Auction

John & Gerald Clancy, Owners

Dave Benedict or Max Steffes

Contact **701.237.9173**

701.238.5062 701.212.2849 2000 Main Avenue East, West Fargo, ND 58078

Max Steffes ND999, Scott Steffes ND81, Brad Olstad ND319

SteffesGroup.com

TERMS: 10% down upon signing purchase agreement with balance due at closing in 45 days.

Terms & Conditions **Barnes County, ND**

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 "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 Thursday, August 9, 2018.

- 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 SUCCESSFUL BIDDER 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 by Friday, September 21, 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.
- 2018 Taxes 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.

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 buver and seller.

MINERAL RIGHTS

All mineral rights, if any, held by Seller will 6. 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. Buver 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.

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.

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.
- 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 and any of the tracts for a paried of 4 minutes.

Please note the bidding will not close on any 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.



00:04:00

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#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



US \$125,000.00 (2 bids)

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!**

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

Description: NE 1/4 Section 5-163-57

Deeded Acres: 150.44+/-Cropland Acres: 110+/-Wooded Acres: 40+/-Soil Productivity Index: 82 Taxes ('15): \$959.68



US \$100,000.05 (1 bids)

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

Description: W 1/2 SW 1/4 & NE 1/4 SW 1/4

Section 9-163-57 Deeded Acres: 120+/-Cropland Acres: 103+/-Soil Productivity Index: 80 Taxes ('15): \$957.62



US \$115,000.00 (5 bids)

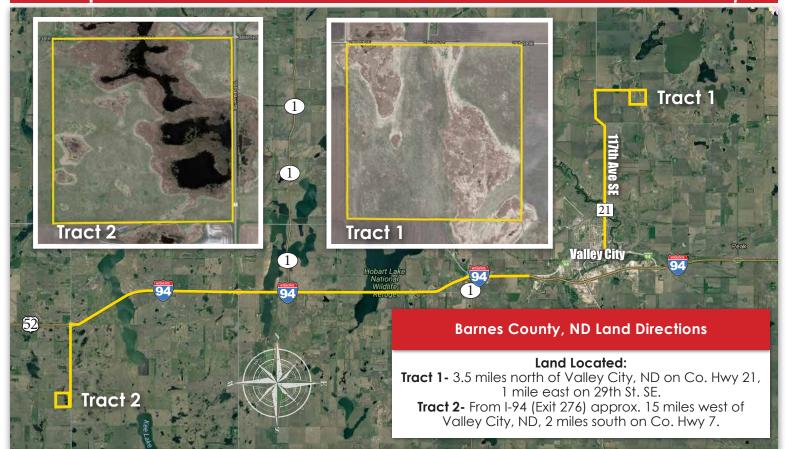


Lots with this symbol are linked together throughout the entire auction and will close together.







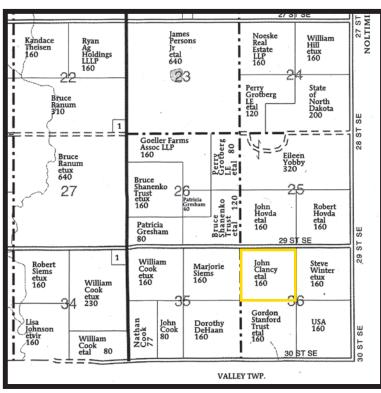


Two quarters with notable CRP income! Both tracts are easy to locate and access. Tract 1 is located 3 ½ miles north of Valley City. Tract 2 is located approximately 17 miles west of Valley City and 2 miles south of I-94. Both quarters are enrolled in the PLOTS program.

Mansfield TWP

37 Natalie Bruschwein 158 Natalie Bruschwein 158 USA 100 Pat Altringer LLLP 160 11 11 USA 16 Melvin Wendel etux 158 Melvin Wendel Carlis Kramer 160 H 38 ST SE Harold Stenson Trust 38 Jerome Moritz LE etal 400 John Clancy etal 158 Dennis Wendel etux 160 David Campbell etal 160 Heimesure 39 ST SE HEMEN TWP. me ritz 80 Dassenko Family LP 246 eph rien .P Ronald Wendel 158 Calvin Lettenmaier 320 USA 72 23 Heimesure Estates 318 Jack Wendel sure

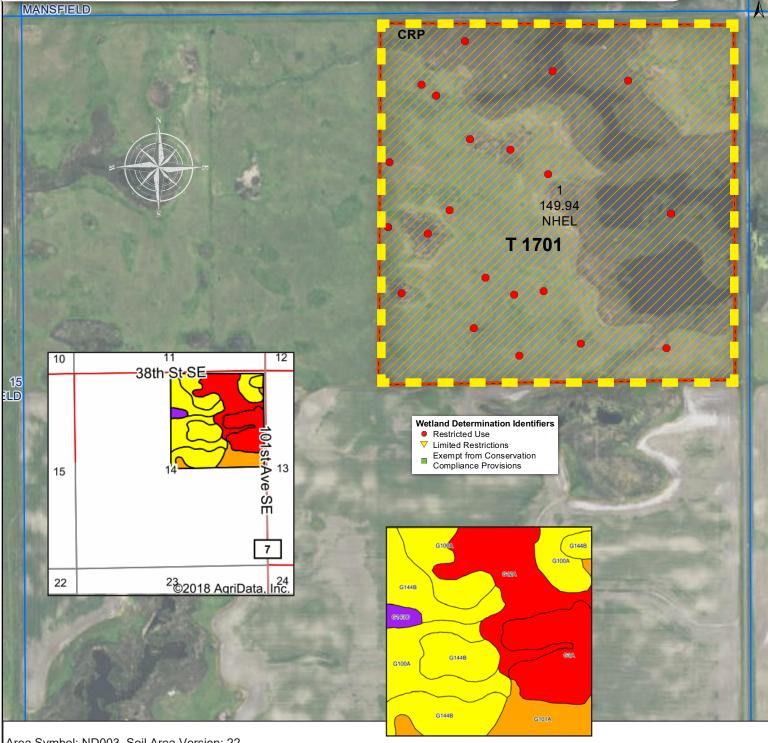
Getchell Township



Legal Description: NW 1/4 Section 36-141-58 • Total Acres: 160+/- • CRP Acres: 105.04+/- (@ \$70.86/AC or \$7,440 annually. Exp. 9/30/2023) • NDGF Wildlife Habitat Development Lease Acres: 52.4+/- (@ \$21.00/AC or \$1,100.40 annually. Exp. 12/31/2019) • Taxes (2017): \$1,600.12 • Tract Note: Over \$8,000 in annual payments through the CRP program and North Dakota Game & Fish lease. This tract is enrolled in the PLOTS program through the CRP Access Agreement until 9/30/2023. **GETCHELL** 15 CRP 25.08 105.04 NHEL NHEL 16 T 1492 23.41 NHEL 4.63 TCHELL **Wetland Determination Identifiers** Restricted Use Limited Restrictions Exempt from Conservation Compliance Provisions 26 25 30 29th St-SE 31 35 36 3 ©2018 AgriData, Inc. Area Symbol: ND003, Soil Area Version: 22 Soil Description Non-Irr Class *c Productivity Index Code Acres Percent of field PI Legend G466A Overly-Nahon silt loams, 0 to 2 percent slopes 69.72 44.1% llc 79 G447A Colvin-Borup complex, saline, 0 to 1 percent slopes 45.40 28.7% IVw 37 G250A Divide loam, 0 to 2 percent slopes 15.64 9.9% lls 58 G430A 15.36 lle 84 9.7% Bearden silty clay loam, 0 to 2 percent slopes G48A Lindaas silt loam, 0 to 1 percent slopes 8.68 5.5% IVw 46 G485A 1.94 1.2% lle 92 Gardena loam, 0 to 2 percent slopes G45A IVw 45 Colvin silty clay loam, 0 to 1 percent slopes 1.20 0.8% G143B Barnes-Svea loams, 3 to 6 percent slopes 0.16 0.1% lle 75 Weighted Average 63.4

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

Description: NE 1/4 Section 14-139-61 • Total Acres: 157.77+/- • CRP Acres: 149.94+/- (at \$70.41/AC or \$10,557 annually. Exp. 9/30/2029) • Taxes: (2017): \$1,132.04 • Tract Note: Over \$10,000 of annual lease payments locked in until 2029 through the CRP program. This tract is enrolled in the PLOTS program through the CRP Access Agreement until 9/30/2029.



Area Symbol: ND003, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
G144B	Barnes-Buse loams, 3 to 6 percent slopes	42.42	28.3%		Ille	69
G100A	Hamerly-Tonka complex, 0 to 3 percent slopes	37.68	25.1%		lle	64
G12A	Vallers, saline-Parnell complex, 0 to 1 percent slopes	29.01	19.3%		IVw	31
G3A	Parnell silty clay loam, 0 to 1 percent slopes	23.45	15.6%		Vw	25
G101A	Hamerly-Wyard loams, 0 to 3 percent slopes	14.75	9.8%		lle	77
G143C	Barnes-Buse-Langhei loams, 6 to 9 percent slopes	2.63	1.8%		IVe	55
	Weighted Average					54.1

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

Report ID: FSA-156EZ

FARM: 827

Prepared: 6/28/18 2:54 PM

Farm Service Agency Crop Year: 2018
Abbreviated 156 Farm Record 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.

U.S. Department of Agriculture

Operator Name Farm Identifier Recon Number

JOHN/GERALD CLANCY JV 22-155

Farms Associated with Operator:

909

North Dakota

Barnes

CRP Contract Number(s): 10109

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
158.16	158.16	158.16	0.0	0.0	105.04	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod			
0.0	0.0	53.12	0.0	0.0	0.0			

ARC/PLC

 ARC-IC
 ARC-CO
 PLC
 PLC-Default

 NONE
 NONE
 WHEAT, BARLY
 NONE

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction	
WHEAT	50.1		26	0.0	
BARLEY	3.0		45	41.7	
Total Base Acres:	53.1				

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

		DCP				
Farmland	Cropland	Cropland	WBP	WRP/EWP	Cropland	GRP
158.16	158.16	158.16	0.0	0.0	105.04	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod	
0.0	0.0	53.12	0.0	0.0	0.0	

Сгор	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	50.1		26	0.0
BARLEY	3.0		45	41.7

Owners: GERALD CLANCY JOHN CLANCY

53.1

Other Producers: None

Total Base Acres:







Statement No:

2017 TAX BREAKDOWN

Less: 5% discount

Total tax due

Net consolidated tax

Plus: Special Assessments

if paid by Feb. 15th

Amount due by Feb. 15th Or pay in two installments(with no discount) 2066

1,600.12

1,600.12

1,520.12

80.00

2017 BARNES COUNTY REAL ESTATE TAX STATEMENT

12-3620200

GETCHELL TOWNSHIP

JOHN CLANCY &

Physical Location

Legal Description

SECT-36 TWP-141 RANG-058 160.00 ACRES

Legislative tax relief

ACRES: 160.00

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Payment 1:	: Pay k	oy Mar.	1st	800.06
Payment 2:	: Pay k	oy Oct.	15th	800.06

(3-year comparison):	2015	2016	2017
Legislative tax relief	1,021.01	1,084.48	891.25
Tax distribution(3-year comparison): True And Full Value Taxable Value Less: Homestead credit Disabled Veterans' credit	133,000 6,650	2016 143,100 7,155	2017 142,600 7,130
Net Taxable Value =	6,650	7,155	7,130
Mill Levy	237.790	221.400	224.420
Taxes By District(in dollars): State County City/Twp GETCHELL TOWNSHIP School VALLEY CITY SCHOOL DIST COUNTY-WIDE FIRE 22	6.65 519.70 232.42 691.00 114.91 16.63	7.16 622.06 128.79 692.96 115.27 17.89	7.13 558.35 192.51 690.54 133.76 17.83
Consolidated Tax Less: 12% state-paid credit Net consolidated tax Net effective tax rate	1,581.31 189.76 1,391.55	1,584.13 190.10 1,394.03	1,600.12 .00 1,600.12 1.12%

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

FOR ASSISTANCE:

Office: Barnes County Treasurer

PO Box 653, Valley City, ND 58072

Phone: 701-845-8505 Website: www.barnescounty.us





2067

1,132.04

2017 BARNES COUNTY REAL ESTATE TAX STATEMENT

Parcel Number:	
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19-1410100

MANSFIELD TOWNSHIP

JOHN CLANCY &

Physical Location

Legal Description

SECT-14 TWP-139 RANG-061 157.77 ACRES

ACRES: 157.77

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Total tax due	1,132.04				
Less: 5% discount	56.60				
if paid by Feb. 15th					
Amount due by Feb. 15th	1,075.44				
Or pay in two installments(with no discount)					
Payment 1: Pay by Mar. 1st	566.02				
Payment 2: Pay by Oct. 15th	566.02				

Statement No:

2017 TAX BREAKDOWN

Net consolidated tax

Plus: Special Assessments

Legislative tax relief

(3-year comparison):	2015	2016	2017
Legislative tax relief	718.72	735.74	577.29
=			
Tax distribution(3-year comparison):	2015	2016	2017
True And Full Value	120,800	122,800	119,300
Taxable Value	6,040	6,140	5,965
Less: Homestead credit			
Disabled Veterans' credit			
Net Taxable Value =	6,040	6,140	<u>5,965</u>
Mill Levy	185.110	192.060	189.780
Taxes By District(in dollars):			
State	6.04	6.14	5.97
County	472.03	533.81	467.12
City/Twp MANSFIELD TOWNSHIP	108.72	110.52	108.32
School LITCHVILLE-MARION SCHOOL D	366.51	368.46	379.08
COUNTY-WIDE	104.37	98.92	111.90
FIRE 17	60.40	61.40	59.65
Consolidated Tax	1,118.07	1,179.25	1,132.04
Less: 12% state-paid credit	134.17	141.51	.00
Net consolidated tax =	983.90	1,037.74	1,132.04
Net effective tax rate	.81%	.85%	.95%

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

FOR ASSISTANCE:

Office: Barnes County Treasurer

PO Box 653, Valley City, ND 58072

Phone: 701-845-8505

Website: www.barnescounty.us





Photos Barnes County, ND

















EARNEST MONEY RECEIPT & PURCHASE AGREEMENT



SteffesGroup.com

EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT

				Date:
Received of				
 SS#		the sum of	in the form of	as earnest money
		by Auction and described as follows		as carnest money
This property the und	dersigned has this day sold to the B	BUYER for the sum of		\$
Earnest money hereir	nafter receipted for·····			\$
Balance to be paid as	In Cash at Closing			\$
BUYER acknowledge agrees to close as pro approximating SELLE	s purchase of the real estate subject ovided herein and therein. BUYER of ER'S damages upon BUYERS breact in the above referenced documents	ct to Terms and Conditions of this c acknowledges and agrees that the a ch; that SELLER'S actual damages u	default, or otherwise as agreed in writing by Blontract, subject to the Terms and Conditions of amount of deposit is reasonable; that the particupon BUYER'S breach may be difficult or imposit as liquidated damages; and that such forfeit	f the Buyer's Prospectus, and s have endeavored to fix a deposit ssible to ascertain; that failure
			to a current date showing good and marketable , easements and public roads shall not be deer	
SELLER, then said ea sale is approved by th promptly as above se Payment shall not co	arnest money shall be refunded and he SELLER and the SELLER'S title et forth, then the SELLER shall be p institute an election of remedies or	d all rights of the BUYER terminated is marketable and the buyer for any aid the earnest money so held in es	y (60) days after notice containing a written state, except that BUYER may waive defects and element of the complete scrow as liquidated damages for such failure to be any and all other remedies against BUYER, in the content of the	ect to purchase. However, if said purchase, and to make payment consummate the purchase.
	R nor SELLER'S AGENT make any r ainst the property subsequent to th		ver concerning the amount of real estate taxes	or special assessments, which
			and installment of special assessments due an	
			pecial assessments due and payable in Non-Homestead. SELLER agrees to pay	
	s:			
The property is to be reservations and rest		deed, free and clear of all encu	ımbrances except special assessments, existir	ng tenancies, easements,
8. Closing of the sale	is to be on or before			Possession will be at closing
water quality, seepage			pection of the property prior to purchase for co sence of lead based paint, and any and all stru	
representations, agre	eements, or understanding not set f		n the entire agreement and neither party has re tor party hereto. This contract shall control wit at auction.	
			g tenancies, public roads and matters that a su GHTS, TOTAL ACREAGE, TILLABLE ACREAGE	
-	ons:			
13. Steffes Group, Inc	c. stipulates they represent the SEL	LER in this transaction.		
Buyer:			Seller:	
Steffes Group, Inc.			Seller's Printed Name & Address:	



Multi-Tract Auction

Barnes County, ND

Thursday, August 9 | 8AM -12PM









SteffesGroup.com