



# buyer's PROSPECTUS

Thursday, October 25 | 8AM - 12PM <sup>MDT</sup> 2018

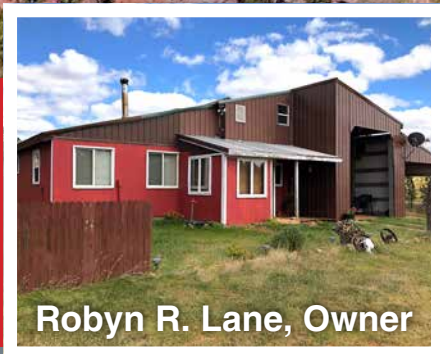
## Custer County, SD West Custer Township



# 640<sub>±</sub> acres

**OPEN HOUSE & PROPERTY  
VIEWING DATES**

October 19th, 20th,  
24th, 8AM-5PM MST



**Robyn R. Lane, Owner**

**This beautiful and picturesque Black Hills property is some of the last remaining affordable land in the Black Hills region!**

**LAND LOCATED | 10237 Meadow Dr., Edgemont, SD 57735.**

From Custer, SD, west 23 miles on US Hwy. 16, south 5 miles on Dewey Rd. (Co. Rd. 769), 1/2 mile west on Meadow Dr.

Steffes Group, Inc. | 2000 Main Avenue East, West Fargo, ND 58078

**SteffesGroup.com**

For a detailed Buyer's Prospectus with complete terms and conditions contact Steffes Group,  
**Max Steffes, 701.237.9173 or 701.212.2849, or Chris Bair, 712.477.2144 or 605.271.7730 or visit SteffesGroup.com**

Scott Steffes SD Broker License #4762, Max Steffes SD #16038, Chris Bair SD #17588

**TERMS:** 10% down upon signing purchase agreement with balance due at closing in 45 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 MDT and will end at 12:00PM MDT Thursday, October 25, 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 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 Friday, December 14, 2018.**

- 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.

- **2018 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 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**

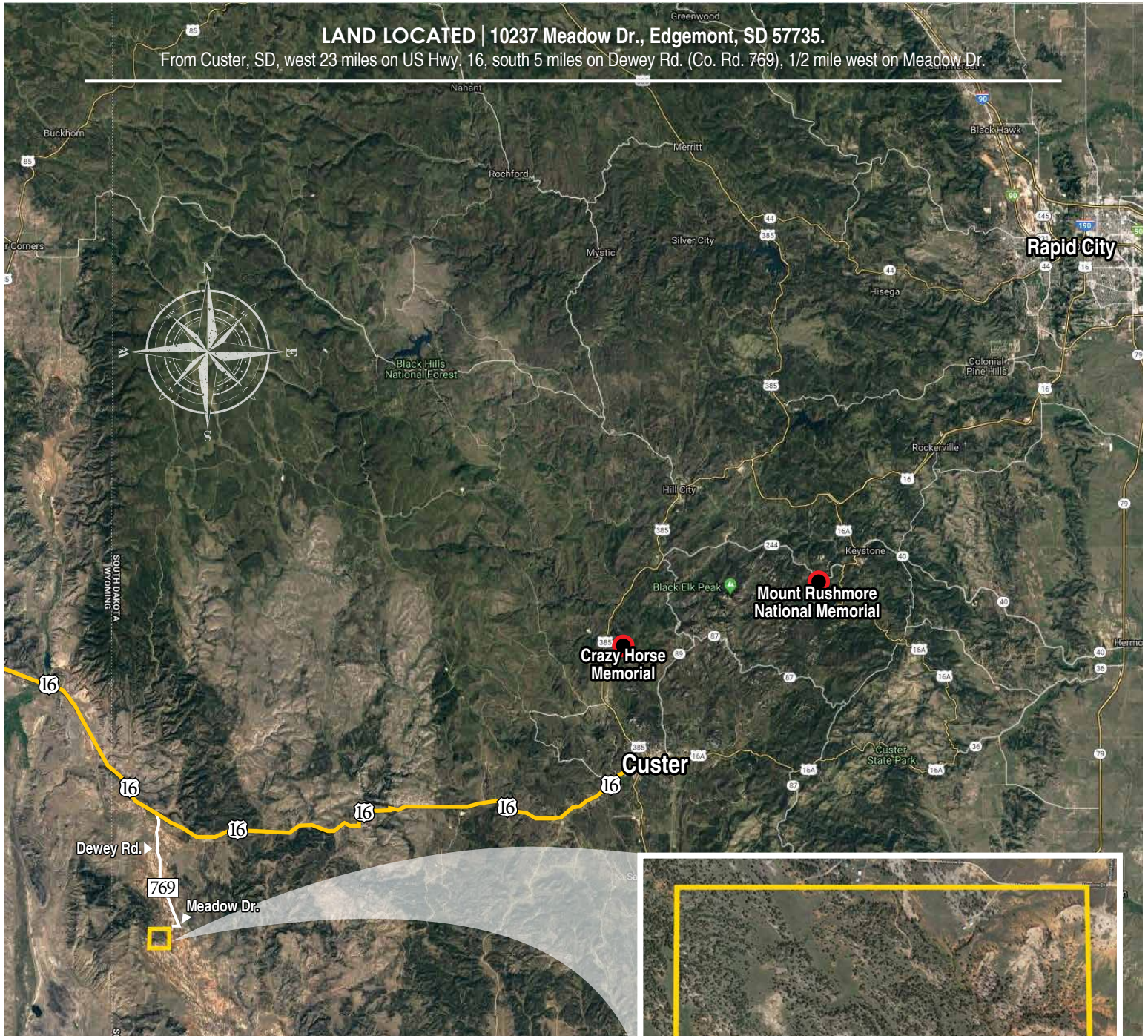
- Research and know the value of the property.
- Have your financing arranged before the auction.
- Establish your highest and best bid before the bidding begins.
- Make your bids promptly to force other bidders up or out without delay.



This beautiful and picturesque Black Hills property is some of the last remaining affordable land in the Black Hills region!

LAND LOCATED | 10237 Meadow Dr., Edgemont, SD 57735.

From Custer, SD, west 23 miles on US Hwy 16, south 5 miles on Dewey Rd. (Co. Rd. 769), 1/2 mile west on Meadow Dr.



The property is completely fenced and features living quarters, fenced area for horses and livestock, and could be grazed. This property is located 30 miles from Custer, SD and near major regional draws like Mount Rushmore and The Crazy Horse Memorial. Additionally, the property has resident elk, deer, and turkeys that often pass through the property. This could be a great primary residence, vacation property, investment property, or a nice addition to any local rancher in the area.







This beautiful and picturesque Black Hills property is some of the last remaining affordable land in the Black Hills region!

**CUSTER COUNTY, SD - WEST CUSTER TWP**

**Property Address:** 10237 Meadow Dr., Edgemont, SD 57735

**Legal Description:** E1/2 32 & W1/2 33-T4-R1

**House & Horse/Livestock Outbuildings  
Adjoins Black Hills National Forest Land**

**1 Bed, 2 Bath, 40' x 40' Home**

- 30' x 20' garage
- Open porch
- Open faced lean-to
- Unfinished loft area in home
- Propane wall heaters/wood fire heat
- 1,800 gal. square porcelain fresh water holding tank
- Septic system

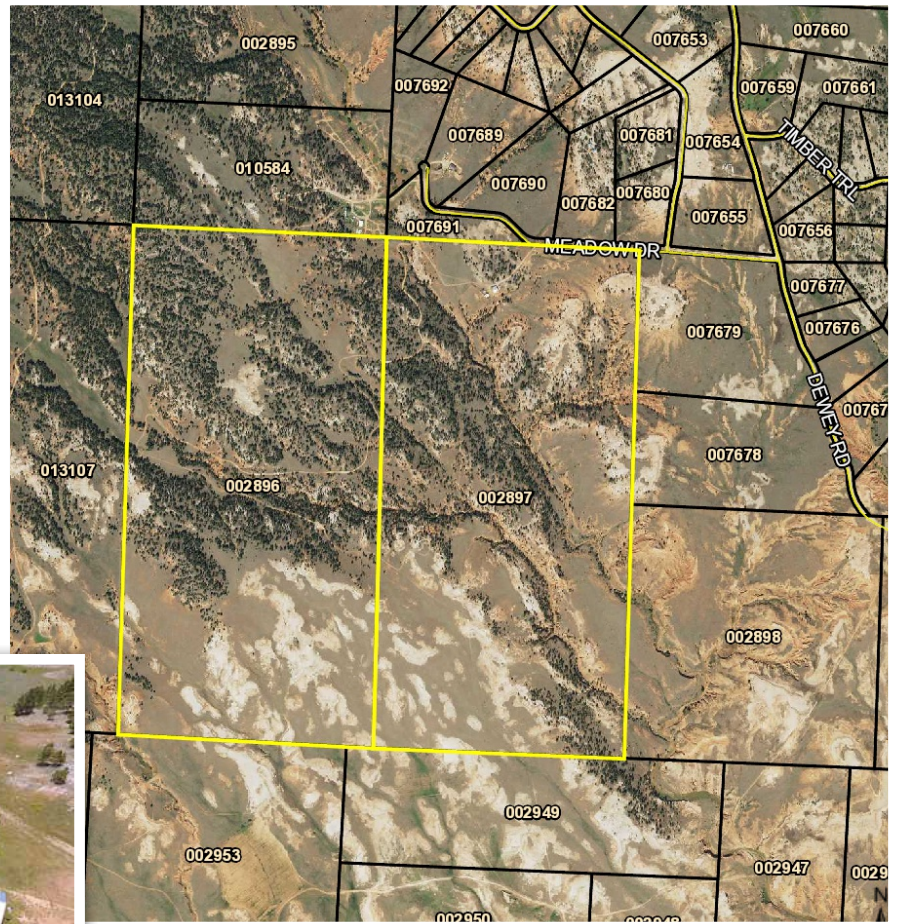
**25' x 25 Detached 2- Stall Garage**

- 30' x 11' open shed attached
- Adjoining fenced area for horses/livestock

**General Info**

- RV hookups
- Wood shed
- 16,000+/- gal. livestock water tank

**Taxes (2017 payable in 2018):** \$1,569.20





**Custer County TAX BILL for APRIL, 2018 and OCTOBER, 2018.** *Keep in a safe place.* Send the correct stubs along with your check for payment. If your taxes are paid by your Bank in Escrow, this is for your information only. Based on November 1, 2016 valuations. Taxes for January 1, 2017 through December 31, 2017. Payable April 2018 and October 2018.

P Dist/Parcel 291110 002897 ELK MT CSTR-AMB-FIRE SEC  
 A Receipt# 2998.0 Type: 2017 RE  
 R  
 C Deed: RUZICKA ROBYN RENEE  
 E Sec/Twp/Rng 033-0004-001 Net Acres 320.00  
 L Legal: W2 SEC 33 T4 R1 320 AC 1040103300000100

Mail: RUZICKA ROBYN RENEE

VALUATIONS AND TAXES:		2017 (This Year)		
	Assessed	Equalized	Taxes	
L Ag	72,212	60,904	530.48	
U Owner Occupied	57,656	56,330	580.20	
<b>TOTAL VALUES:</b>	<b>129,868</b>	<b>117,234</b>		
<b>NET TAXABLE VALUE:</b>	<b>129,868</b>	<b>117,234</b>		
EQUALS GROSS TAX OF:		\$1,110.68		
A Specials Etc:		\$0.00		
<b>NET ANNUAL TAXES:</b>		<b>\$1,110.68</b>		

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O DEED: RUZICKA ROBYN RENEE

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Distribution of YOUR taxes:				
Taxing Authority:	Category	Value	Levy	Tax
Custer County	Total	117,234	3.405	399.18
Elk Mountain School	Ag	60,904	3.755	228.70
Elk Mountain School	Owner Occupie	56,330	5.345	301.09
Elk Mountain School	Total	117,234		529.79
Custer County Fire	Total	117,234	0.366	42.91
Secondary Roads	Total	117,234	0.909	106.56
Custer Ambulance	Total	117,234	0.275	32.24

**Custer County TAX BILL for APRIL, 2018 and OCTOBER, 2018.** *Keep in a safe place.* Send the correct stubs along with your check for payment. If your taxes are paid by your Bank in Escrow, this is for your information only. Based on November 1, 2016 valuations. Taxes for January 1, 2017 through December 31, 2017. Payable April 2018 and October 2018.

P Dist/Parcel 291110 002896 ELK MT CSTR-AMB-FIRE SEC  
 A Receipt# 2997.0 Type: 2017 RE  
 R  
 C Deed: RUZICKA ROBYN RENEE  
 E Sec/Twp/Rng 032-0004-001 Net Acres 320.00  
 L Legal: E2 SEC 32 T4 R1 320 AC 1040103200000000

Mail: RUZICKA ROBYN RENEE

VALUATIONS AND TAXES:		2017 (This Year)		
	Assessed	Equalized	Taxes	
L Ag	61,933	52,643	458.52	
U Owner Occupied	0	0	0.00	
<b>TOTAL VALUES:</b>	<b>61,933</b>	<b>52,643</b>		
<b>NET TAXABLE VALUE:</b>	<b>61,933</b>	<b>52,643</b>		
EQUALS GROSS TAX OF:		\$458.52		
A Specials Etc:		\$0.00		
<b>NET ANNUAL TAXES:</b>		<b>\$458.52</b>		

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Distribution of YOUR taxes:				
Taxing Authority:	Category	Value	Levy	Tax
Custer County	Ag	52,643	3.405	179.25
Elk Mountain School	Ag	52,643	3.755	197.67
Custer County Fire	Ag	52,643	0.366	19.27
Secondary Roads	Ag	52,643	0.909	47.85
Custer Ambulance	Ag	52,643	0.275	14.48







# Earnest Money Receipt & Purchase Agreement



SteffesGroup.com

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 received for..... \$ \_\_\_\_\_

Balance to be paid as follows..... In Cash at Closing..... \$ \_\_\_\_\_

1. 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.

2. Prior to closing, SELLER at SELLER'S expense and election shall furnish to Buyer either: (i) an abstract of title updated to a current date, or (ii) an ALTA title insurance commitment for an owner's policy of title insurance in the amount of the purchase price. Seller shall provide 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.

3. 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.

4. 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.

5. 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.

6. North Dakota Taxes: \_\_\_\_\_

7. South Dakota Taxes: \_\_\_\_\_

8. 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.

9. Closing of the sale is to be on or before \_\_\_\_\_ Possession will be at closing.

10. 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.

11. 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.

12. 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.

13: Any other conditions: \_\_\_\_\_

14. Steffes Group, Inc. stipulates they represent the SELLER in this transaction.

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Steffes Group, Inc.

Seller's Printed Name & Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Custer County, SD  
**Land Auction**

**Thursday, October 25 | 8AM - 12PM** MDT 2018



**640±**  
acres

**LAND LOCATED** | 10237 Meadow Dr., Edgemont, SD 57735



SteffesGroup.com