



# buyer's PROSPECTUS

Wednesday, April 17 | 8AM-12PM <sup>2019</sup>

# Sheridan County, ND

Rosenfield & Central Sheridan Townships

# 320+ acres

Leon & Sheila Kolschefski, Owners

Available to Farm

the  
**2019**  
Crop Year!

**Opportunity to add additional cropland acres to your farm for the 2019 growing season!** Land sold with immediate possession being granted to the successful bidder the day of the auction. Tracts 1 & 3 are comprised of primarily cropland. Tract 2 contains income producing CRP acres with multiple water features including 2 established and accessible ponds on the north end. Buyer to receive 100% of the CRP payment due payable in 2019!

**LAND LOCATED** From the Jct. of Hwy. 52 & 7th Ave. NE  
(3 miles west of Drake, ND), south 10 miles, east 1/2 mile on 25th NE.

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

**SteffesGroup.com**

Contact Max Steffes at Steffes Group, 701.237.9173 or 701.212.2849 or online at SteffesGroup.com

Max Steffes ND999, Scott Steffes ND81, Brad Olstad ND319

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

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 Wednesday, April 17, 2019.**

- 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, May 31, 2019.**

- 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.
- **2019 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 \$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.

### **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.

### **BUYER to receive 100% of the CRP payment due payable Fall of 2019.**

### **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.



# 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.**

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](#)

# 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!



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



TRACT 1

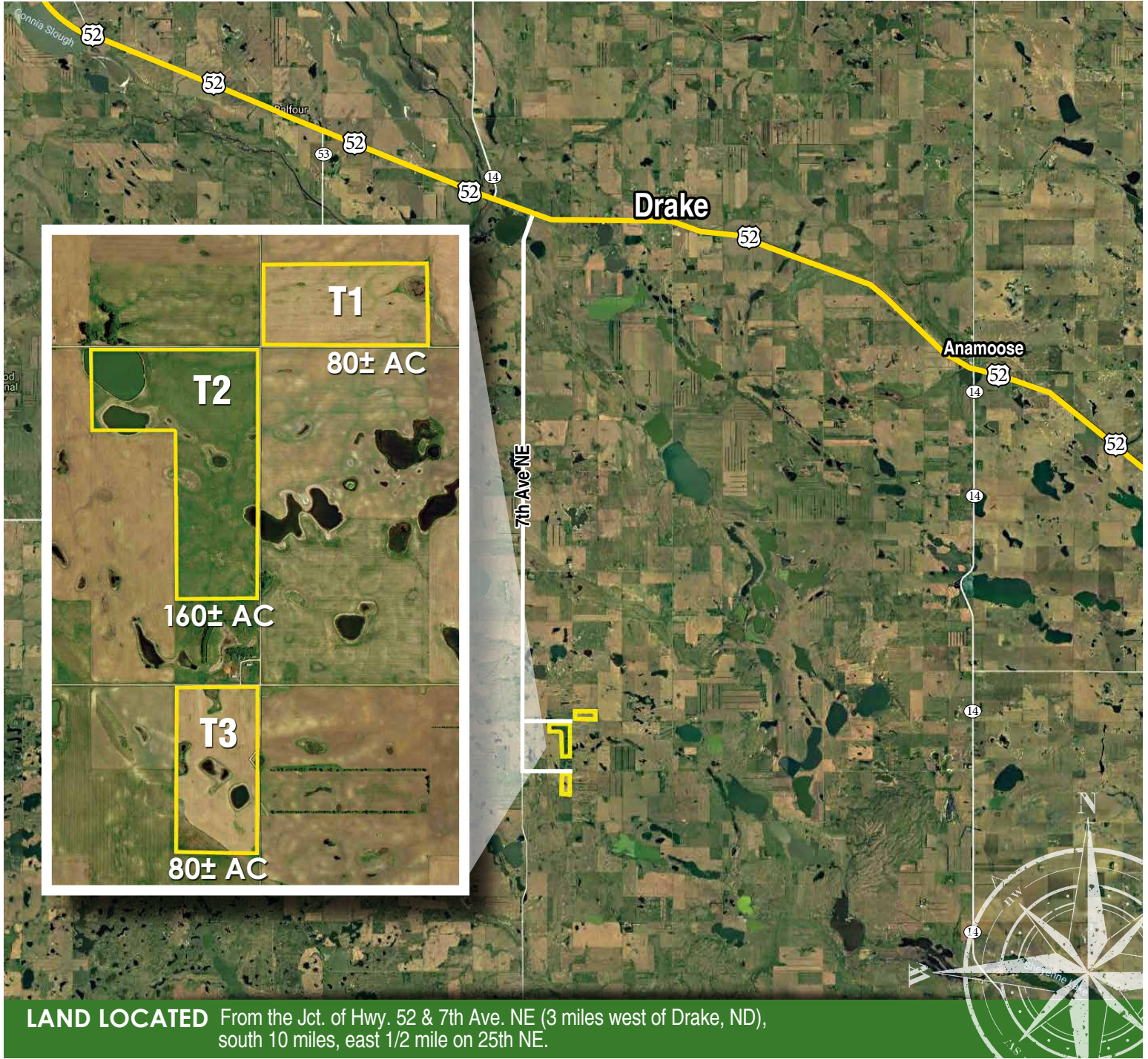


TRACT 2

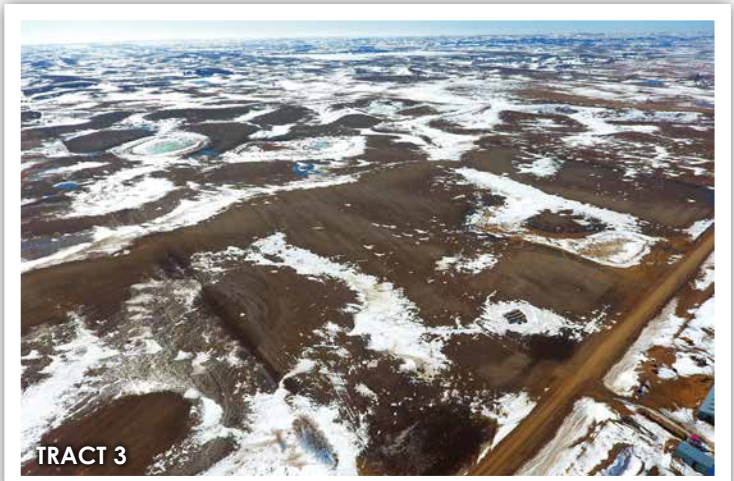


TRACT 3



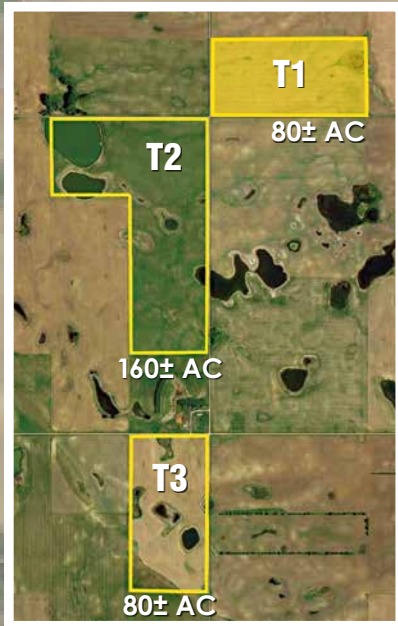


**LAND LOCATED** From the Jct. of Hwy. 52 & 7th Ave. NE (3 miles west of Drake, ND), south 10 miles, east 1/2 mile on 25th NE.



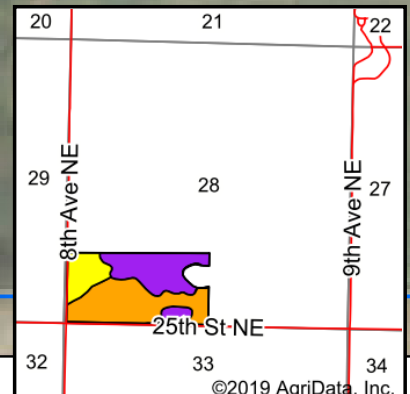
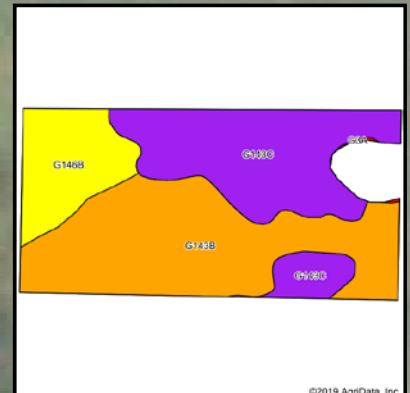
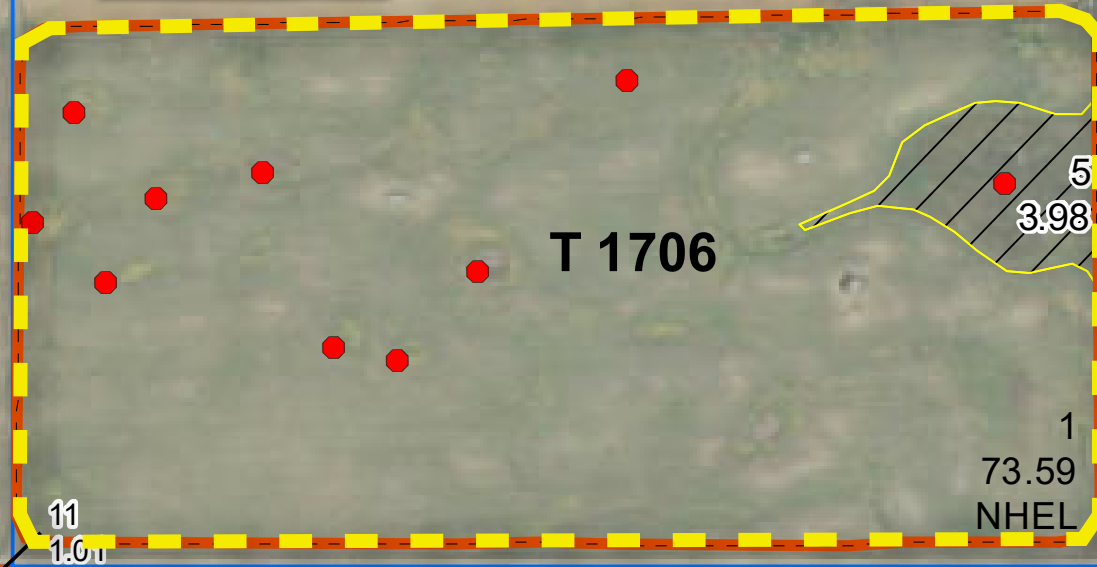


Rosenfield TWP / Legal Description: S1/2SW1/4 Section 28-150-76 • Total Acres: 80± • Cropland Acres: 73.59± • Productivity Index: 65.6  
 2018 Taxes: \$356.23 • US Fish & Wildlife Wetland Easement



**Wetland Determination Identifiers**

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions



Area Symbol: ND083, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
G143B	Barnes-Svea loams, 3 to 6 percent slopes	34.89	46.6%		Ile	75
G143C	Barnes-Buse-Langhei loams, 6 to 9 percent slopes	27.73	37.0%		IVe	55
G146B	Barnes-Buse-Parnell complex, 0 to 6 percent slopes	12.12	16.2%		IIIe	63
G3A	Parnell silty clay loam, 0 to 1 percent slopes	0.13	0.2%		Vw	25
<b>Weighted Average</b>						<b>65.6</b>

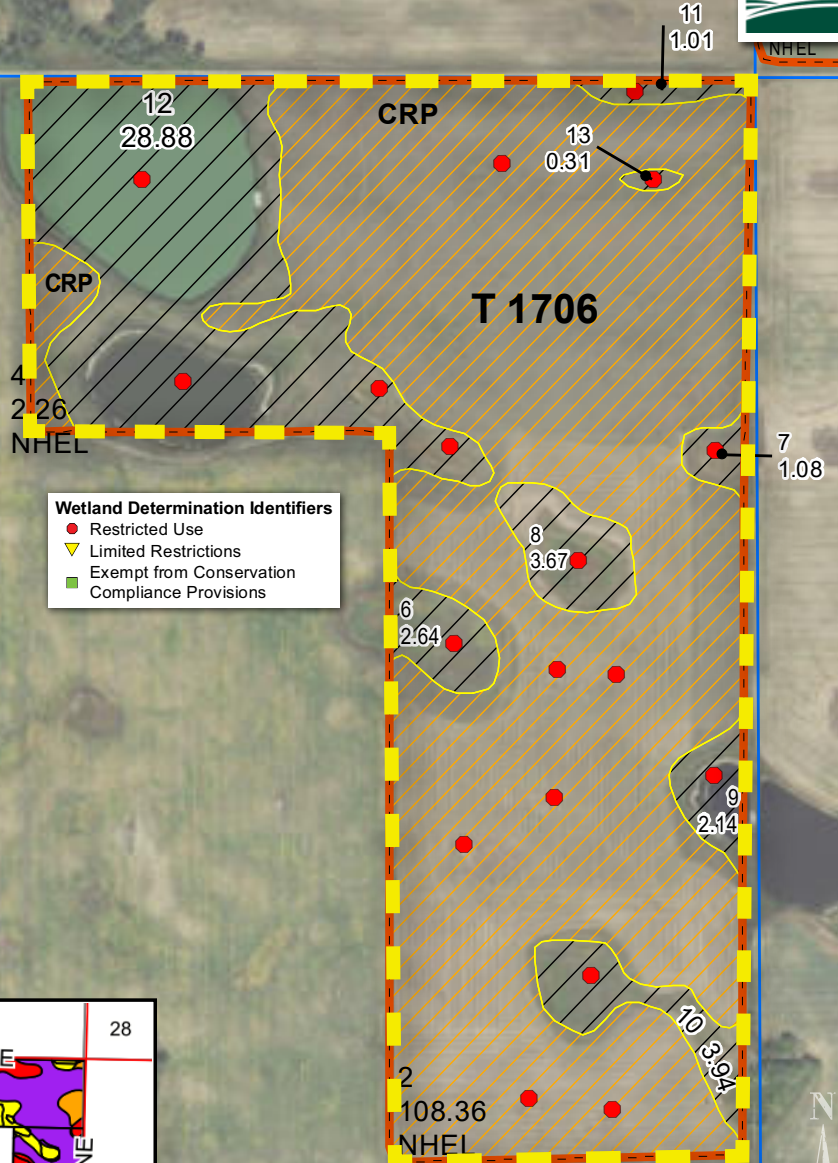
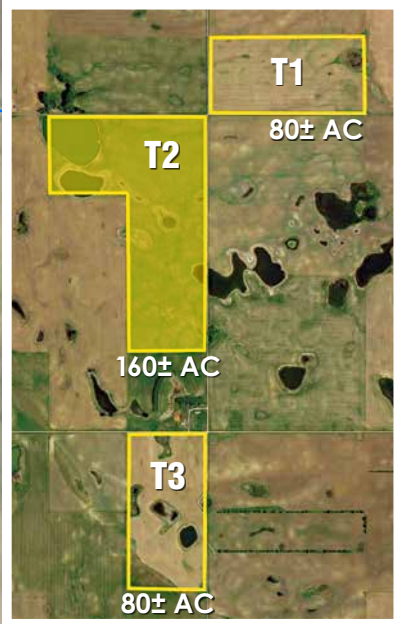
\*c: Using Capabilities Class Dominant Condition Aggregation Method.

Soils data provided by USDA and NRCS.

# Tract 2 Details Lines approximate

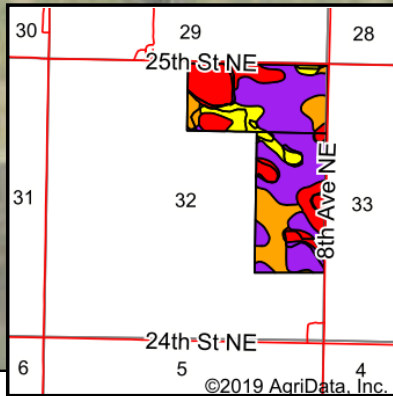
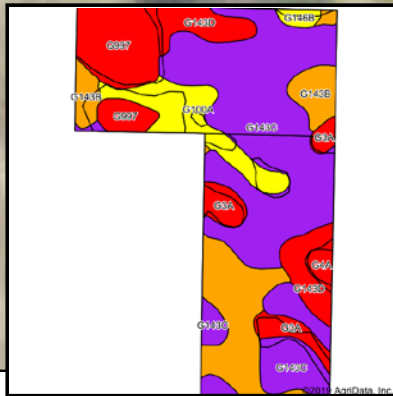
# Sheridan County, ND

Rosenfield TWP / Legal Description: N1/2NE1/4, SE1/4NE1/4, NE1/4SE1/4 Section 32-150-76 • Total Acres: 160±  
 Cropland Acres: 110± @ \$43.86/ac exp. 2024 • Recreational & Wetland Acres: 50± • 2018 Taxes: \$558.64 • US Fish & Wildlife Wetland Easement



**Wetland Determination Identifiers**

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions



Area Symbol: ND083, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
G143C	Barnes-Buse-Langhei loams, 6 to 9 percent slopes	73.09	46.6%		IVe	55
G143B	Barnes-Svea loams, 3 to 6 percent slopes	26.97	17.2%		Ile	75
G997	Water, intermittent	18.01	11.5%			3
G143D	Barnes-Buse-Langhei loams, 9 to 15 percent slopes	13.55	8.6%		Vle	41
G100A	Hamerly-Tonka complex, 0 to 3 percent slopes	13.30	8.5%		Ile	64
G3A	Parnell silty clay loam, 0 to 1 percent slopes	8.70	5.5%		Vw	25
G4A	Southam silty clay loam, 0 to 1 percent slopes	1.63	1.0%		VIIIw	9
G146B	Barnes-Buse-Parnell complex, 0 to 6 percent slopes	1.57	1.0%		IIIe	63
<b>Weighted Average</b>						<b>50</b>

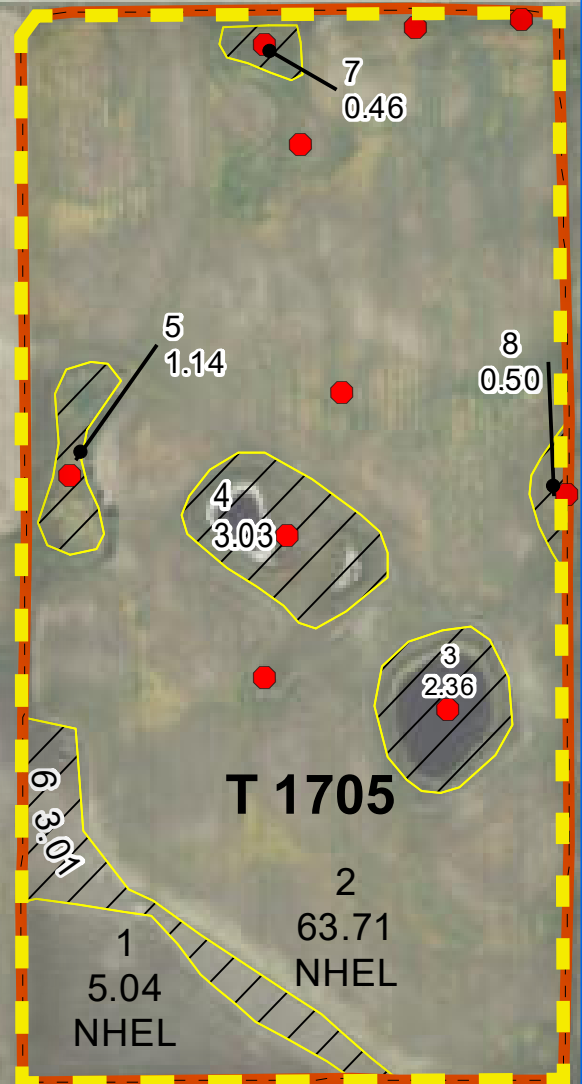
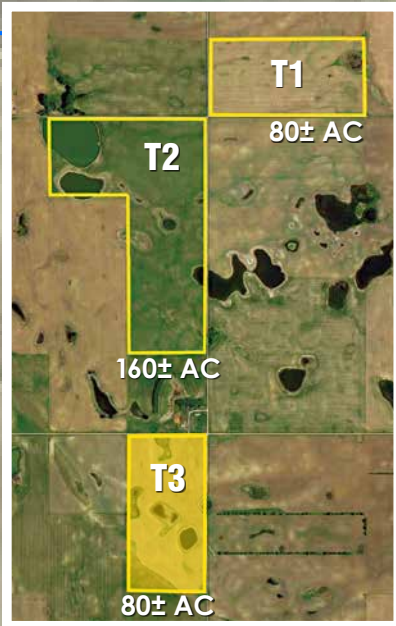
\*c: Using Capabilities Class Dominant Condition Aggregation Method.



# Tract 3 Details Lines approximate

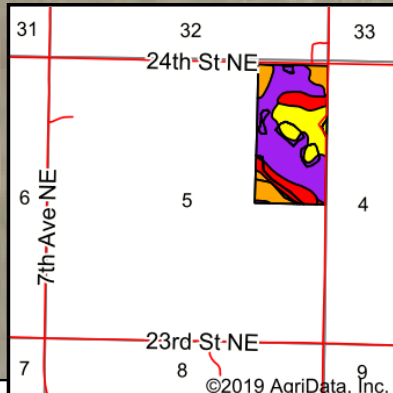
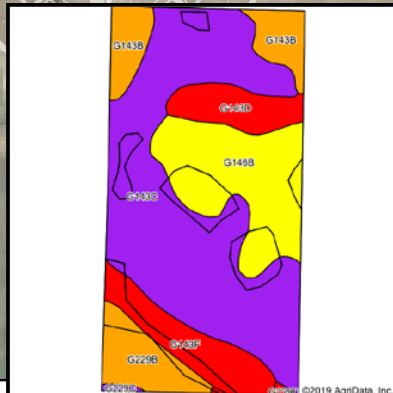
Sheridan County, ND

Central Sheridan TWP / Legal Description: SE1/4NE1/4 & Lot 1 Section 5-149-76 • Total Acres: 80±  
 Cropland Acres: 64.22± • Grass/Hayland Acres: 8± • 2018 Taxes: \$320.53 • US Fish & Wildlife Wetland Easement



**Wetland Determination Identifiers**

- Restricted Use
- ▲ Limited Restrictions
- Exempt from Conservation Compliance Provisions



Area Symbol: ND083, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
G143C	Barnes-Buse-Langhei loams, 6 to 9 percent slopes	39.23	49.1%		IVe	55
G146B	Barnes-Buse-Parnell complex, 0 to 6 percent slopes	15.76	19.7%		IIIe	63
G143F	Buse-Barnes loams, 15 to 35 percent slopes	7.29	9.1%		VIIe	29
G143B	Barnes-Svea loams, 3 to 6 percent slopes	6.34	7.9%		IIe	75
G229B	Heimdal-Emrick loams, 3 to 6 percent slopes	5.61	7.0%		IIe	72
G143D	Barnes-Buse-Langhei loams, 9 to 15 percent slopes	5.17	6.5%		VIe	41
G229C	Heimdal-Esmond-Sisseton loams, 6 to 9 percent slopes	0.26	0.3%		IVe	54
G229D	Heimdal-Esmond-Sisseton loams, 9 to 15 percent slopes	0.25	0.3%		VIe	40
<b>Weighted Average</b>						<b>56</b>

\*c: Using Capabilities Class Dominant Condition Aggregation Method.





**2018 SHERIDAN COUNTY REAL ESTATE TAX STATEMENT**

Parcel Number 24-0032-00611-000 Jurisdiction ROSENFELD TOWNSHIP

Statement No: 4,807

Physical Location

Lot: Blk: Sec: 32 Twp: 150 Rng: 76  
 Addition: Acres: 80.00

2018 TAX BREAKDOWN

Net consolidated tax 251.97  
 Plus: Special assessments  
 Total tax due 251.97  
 Less: 5% discount,  
 if paid by Feb.15th 12.60

Statement Name  
**KOLSCHEFSKI, LEON P**

**Amount due by Feb.15th 239.37**

Legal Description  
 N2NE4 32-150-76

Or pay in 2 installments (with no discount)  
 Payment 1: Pay by Mar.1st 125.99  
 Payment 2: Pay by Oct.15th 125.98

Legislative tax relief  
 (3-year comparison):

	2016	2017	2018
Legislative tax relief	178.04	184.85	190.67

Special assessments:  
 SPC# AMOUNT DESCRIPTION

Tax distribution

(3-year comparison):	2016	2017	2018
True and full value	28,365	30,001	31,412
Taxable value	1,418	1,500	1,571
Less: Homestead credit			
Disabled Veteran credit			
Net taxable value->	1,418	1,500	1,571
Total mill levy	161.55	144.37	160.39

Taxes By District (in dollars):

COUNTY	127.10	105.66	136.64
TOWNSHIP	25.52	27.00	28.28
SCHOOL	58.79	66.41	70.46
FIRE	16.25	15.99	15.02
STATE	1.42	1.50	1.57

NOTE:  
 email: lrfox@nd.gov  
 701-363-2206  
 CREDIT CARDS ACCEPTED  
 www.co.sheridan.nd.us

Consolidated tax	229.08	216.56	251.97
Less: 12% state-pd credit	27.49		
Net consolidated tax->	201.59	216.56	251.97
Net effective tax rate>	.71%	.72%	.80%

FOR ASSISTANCE, CONTACT:  
 SHERIDAN COUNTY TREASURER  
 C/O LYNNETTE FOX  
 PO BOX 410  
 MCCLUSKY ND 58463-0410









**2018 SHERIDAN COUNTY REAL ESTATE TAX STATEMENT**

Parcel Number: **08-0005-01225-000**  
 Jurisdiction: **GRANVILLE UNORGANIZED TOWNSHIP**

Statement No: **1,432**

Physical Location

Lot: 1 Blk: Sec: 5 Twp: 149 Rng: 76  
 Addition: GRANVILLE Acres: 80.00

Statement Name  
**KOLSCHEFSKI, LEON P**

Legal Description  
 SE4NE4, LOT 1 5-149-76

2018 TAX BREAKDOWN

Net consolidated tax	320.53
Plus:Special assessments	
Total tax due	<u>320.53</u>
Less: 5% discount, if paid by Feb.15th	16.03
<b>Amount due by Feb.15th</b>	<b>304.50</b>

Or pay in 2 installments(with no discount)  
 Payment 1:Pay by Mar.1st 160.27  
 Payment 2:Pay by Oct.15th 160.26

Legislative tax relief  
 (3-year comparison):

	2016	2017	2018
Legislative tax relief	<u>220.63</u>	<u>227.98</u>	<u>235.22</u>

Special assessments:  
 SPC# AMOUNT DESCRIPTION

Tax distribution

(3-year comparison):	2016	2017	2018
True and full value	34,984	37,002	38,754
Taxable value	1,749	1,850	1,938
Less: Homestead credit			
Disabled Veteran credit			
Net taxable value->	<u>1,749</u>	<u>1,850</u>	<u>1,938</u>
Total mill levy	<u>166.49</u>	<u>149.37</u>	<u>165.39</u>

Taxes By District(in dollars):

COUNTY	156.77	130.31	168.57
TOWNSHIP	31.48	33.30	34.88
SCHOOL	72.51	81.90	86.92
FIRE	20.04	19.72	18.53
STATE	1.75	1.85	1.94
AMBULANCE	8.64	9.25	9.69

NOTE:  
 email: lrfox@nd.gov  
 701-363-2206  
 CREDIT CARDS ACCEPTED  
 www.co.sheridan.nd.us

Consolidated tax	<u>291.19</u>	<u>276.33</u>	<u>320.53</u>
Less:12%state-pd credit	<u>34.94</u>		
Net consolidated tax->	<u>256.25</u>	<u>276.33</u>	<u>320.53</u>
Net effective tax rate>	<u>.73%</u>	<u>.74%</u>	<u>.82%</u>

FOR ASSISTANCE,CONTACT:  
 SHERIDAN COUNTY TREASURER  
 C/O LYNNETTE FOX  
 PO BOX 410  
 MCCLUSKY ND 58463-0410





North Dakota

U.S. Department of Agriculture

**FARM: 13513**

McLean

Farm Service Agency

Prepared: 3/25/19 12:44 PM

Report ID: FSA-156EZ

**Abbreviated 156 Farm Record**

Crop Year: 2019

Page: 2 of 3

**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.

**Tract Number:** 15049      **Description:** S2SW 28 150 76

**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

<b>Farmland</b>	<b>Cropland</b>	<b>DCP Cropland</b>	<b>WBP</b>	<b>WRP/EWP</b>	<b>CRP Cropland</b>	<b>GRP</b>
77.57	73.59	73.59	0.0	0.0	0.0	0.0
<b>State Conservation</b>	<b>Other Conservation</b>	<b>Effective DCP Cropland</b>	<b>Double Cropped</b>	<b>MPL/FWP</b>	<b>Native Sod</b>	
0.0	0.0	73.59	0.0	0.0	0.0	

<b>Crop</b>	<b>Base Acreage</b>	<b>CTAP Tran Yield</b>	<b>PLC Yield</b>	<b>CCC-505 CRP Reduction</b>
WHEAT	32.41		29	0.0
OATS	0.04		50	0.0
FLAX	9.81		15	0.0
CORN	3.48		81	0.0
GRAIN SORGHUM	2.75		39	0.0
SUNFLOWERS	2.92		1013	0.0
SOYBEANS	3.17		18	0.0
BARLEY	3.22		59	0.0
CANOLA	15.39		1257	0.0

<b>Crop</b>	<b>Base Acreage</b>	<b>CTAP Tran Yield</b>	<b>PLC Yield</b>	<b>CCC-505 CRP Reduction</b>
<b>Total Base Acres:</b>	73.19			

**Owners:** KOLSCHEFSKI, LEON PAUL

KOLSCHEFSKI, SHEILA DEANNE

**Other Producers:** None



North Dakota

U.S. Department of Agriculture

FARM: 13512

McLean

Farm Service Agency

Prepared: 3/25/19 12:43 PM

Report ID: FSA-156EZ

## Abbreviated 156 Farm Record

Crop Year: 2019

Page: 10 of 11

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.

Tract Number: 15048 Description: N2NE, SENE, NESE 32 150 76

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 Cropland	WBP	WRP/EWP	CRP Cropland	GRP
154.29	110.62	110.62	0.0	0.0	110.62	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod	
0.0	0.0	0.0	0.0	0.0	0.0	
Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction		
OATS	0.0		0	10.2		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
SUNFLOWERS	0.0		0	90.3

Owners: KOLSCHEFSKI, LEON PAUL

KOLSCHEFSKI, SHEILA DEANNE

Other Producers: None

<b>CRP-1</b> (10-22-15)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	FEB 27 2019		1. ST. & CO CODE & ADMIN. LOCATION	2. SIGN-UP NUMBER
				38 055	38
<b>CONSERVATION RESERVE PROGRAM CONTRACT</b>				3. CONTRACT NUMBER	4. ACRES FOR ENROLLMENT
				1993B	110.70
7A. COUNTY OFFICE ADDRESS (Include Zip Code) MCLEAN COUNTY FARM SERVICE AGENCY 140 5TH AVE SW GARRISON, ND 58540-0000				5. FARM NUMBER	6. TRACT NUMBER(S)
				13512	15048
7B. TELEPHONE NUMBER (Include Area Code): (701) 463-2267				8. OFFER (Select one)	9. CONTRACT PERIOD
				GENERAL <input type="checkbox"/> ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/>	FROM: (MM-DD-YYYY) 05-01-2010 TO: (MM-DD-YYYY) 09-30-2024
THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (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 the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of 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. <b>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; CRP-2C; or CRP-2G.</b>					
10A. Rental Rate Per Acre		\$ 43.86		11. Identification of CRP Land (See Page 2 for additional space)	
10B. Annual Contract Payment		\$ 4,855		A. Tract No.	B. Field No.
10C. First Year Payment		\$		15048	2
(Item 10C applicable only to continuous signup when the first year payment is prorated.)				15048	4
				15048	4
		\$ 5,420		CP37	108.40
		\$ 115		CP37	2.30



North Dakota

U.S. Department of Agriculture

**FARM: 13513**

McLean

Farm Service Agency

Prepared: 3/25/19 12:44 PM

Report ID: FSA-156EZ

**Abbreviated 156 Farm Record**

Crop Year: 2019

Page: 1 of 3

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.

Tract Number: 1705      Description: SHN-51:E2NE 5 149 76

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 Cropland	WBP	WRP/EWP	CRP Cropland	GRP
79.25	68.75	68.75	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod	
0.0	0.0	68.75	0.0	0.0	0.0	

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	30.26		29	0.0

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
OATS	0.04		50	0.0
FLAX	9.18		15	0.0
CORN	3.25		81	0.0
GRAIN SORGHUM	2.57		39	0.0
SUNFLOWERS	2.72		1013	0.0
SOYBEANS	2.96		18	0.0
BARLEY	3.02		59	0.0
CANOLA	14.37		1257	0.0
<b>Total Base Acres:</b>	68.37			

Owners: KOLSCHEFSKI, LEON PAUL

KOLSCHEFSKI, SHEILA DEANNE

Other Producers: None





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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# Land Auction

Wednesday, April 17 | 8AM-12PM <sup>2019</sup>

## Sheridan County, ND

Rosenfield & Central Sheridan Townships

**320<sub>±</sub>**  
acres

Leon & Sheila Kolschefski, Owners

Available to Farm

**2019**  
the  
Crop Year!



SteffesGroup.com