



buyer's
PROSPECTUS
BOTTINEAU COUNTY, ND

OPENS: MONDAY, APRIL 15 / CLOSSES: THURSDAY, APRIL 25 | 3PM 2019

Timed Online



158±
acres
selling in
one tract

LAND AUCTION

LAND LOCATED: From Maxbass, ND, 1.5 miles north on 17B (20th Ave). Land on the east side of the road. From Minot, ND, 33 miles north on Highway 83 (27th Ave), 7 miles east on 90th St. (County Road 20), 2 miles north on 17B (20th Ave). Land on the east side of the road.

Contact **320.693.9371**
Shelly Weinzetl 763.300.5055

24400 MN Hwy 22 S, Litchfield, MN 55355

SteffesGroup.com

Ashley Huhn ND843,
Shelly Weinzetl ND963, Scott Steffes ND81

TERMS: Ten percent down upon signing purchase agreement, payable by cash or check. Balance due at closing within 30 days. This is a 5% buyer's premium auction.

TERMS & CONDITIONS.

The Terms and Conditions of Sale are set forth upon this page in this Buyer's Prospectus and the Earnest Money Receipt and Purchase Agreement.

The information set forth is believed to be accurate. However, the owner of the properties and Steffes Group make no warranties or 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

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. The sale of this property IS NOT contingent on the bidder securing financing.

The auction begins at Monday, April 15, and will end at 3PM Thursday, April 25, 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, 24400 MN Hwy 22 S, Litchfield, MN 55355
- If the winning bidder is unable to come to the Steffes office for signing of the contract, (320-693-9371) Arrangements will be made to email or fax a copy of the contract for signature. The buyer would fax the signed copy back to 320-693-9373 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 at closing on or before Tuesday, May 28, 2019.**

- Closing will take place at a professional closing company agreeable to both buyer and seller.
- Seller will provide up-to-date abstract(s) or owner's policy at their expense and will convey property by Warranty Deed.
- **Taxes to be prorated.** 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.

• THIS IS A 5% BUYER'S PREMIUM AUCTION. FIVE PERCENT WILL BE ADDED TO THE FINAL BID TO ARRIVE AT THE CONTRACT SALE PRICE.

- 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.

MINERAL RIGHTS

Mineral Rights retained by the sellers

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.



AUCTIONEER'S NOTE: Easily accessible quarter section of land located just north of Maxbass. This quarter is made up of approximately 152± acres of tillable farmland. This land is available to farm for the 2019 crop year!

Bottineau County / Hastings Township / PID #: 28-0000-10671-000
Description: NW 1/4 Sect-26 TWP-161 Range-81
Deeded Acres: 158.02 / Cropland Acres: 152.66 / Productivity Index: 57 / 2018 Taxes: \$686.23







North Dakota
Bottineau
Report ID: FSA-156EZ

U.S. Department of Agriculture
Farm Service Agency
Abbreviated 156 Farm Record

FARM: 8305
Prepared: 3/27/18 1:44 PM
Crop Year: 2018
Page: 1 of 2

DISC) AUMR 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.

Operator Name: FELAND BROTHERS FARMS Farm Identifier: 38-009-8305 Recon Number:

Farms Associated with Operator:
552, 564, 2609, 2834, 3799, 4559, 4583, 5365, 7384, 7650, 8652, 8006, 9100, 9333, 9384

GRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
154.06	152.66	152.66	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod			
0.0	0.0	152.66	0.0	0.0	0.0			

ARC-IC NONE	ARC/PLC			PLC-Default NONE
	ARC-CO WHEAT, OATS, CORN	PLC BARLEY		
Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	2.0		30	0.0
OATS	13.0		46	0.0
CORN	19.4		37	0.0
BARLEY	81.6		38	0.0
Total Base Acres:	116.0			

Tract Number: 12770 Description: NW 26 161 B1
BIA Range Unit Number:
HEL Status: HEL: conservation system is being actively applied
Wetland Status: Tract contains a wetland or farmed wetland
WL Violations: None

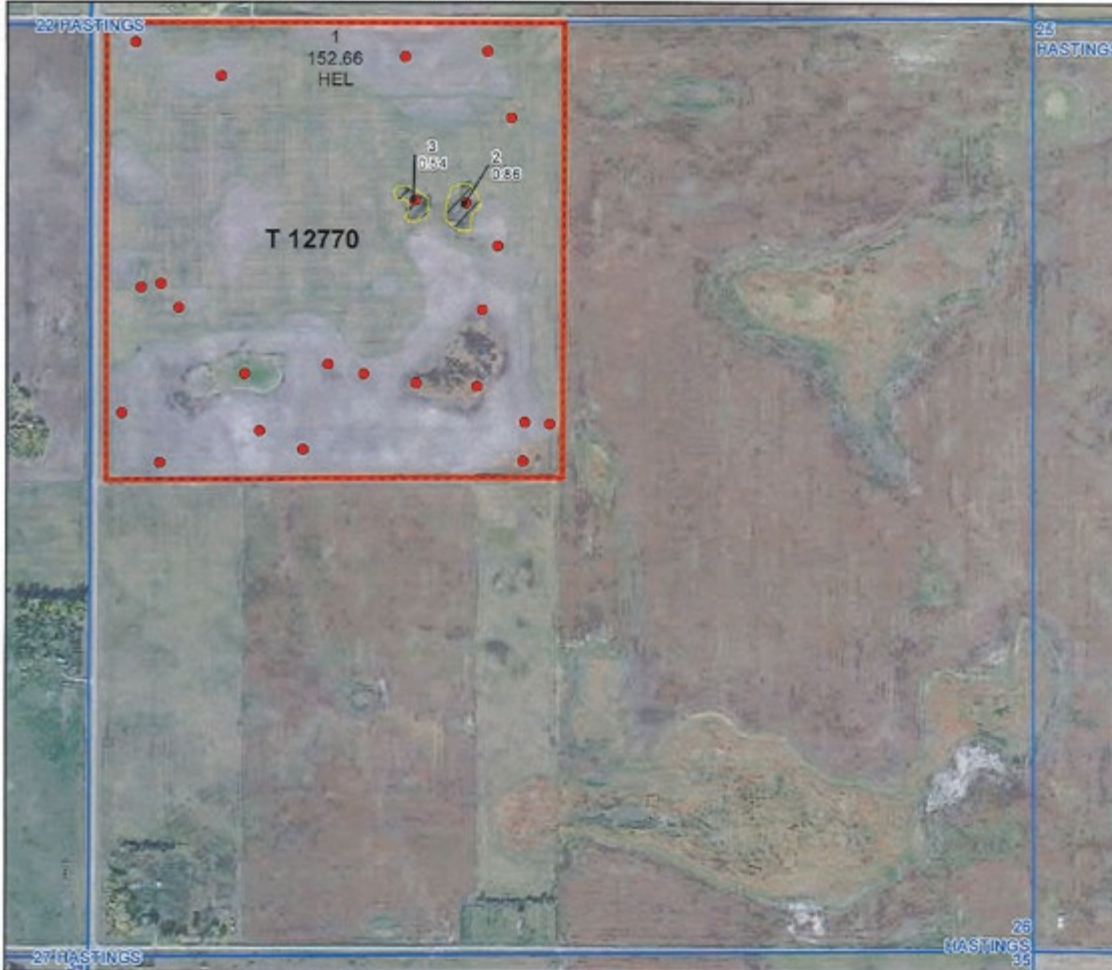
Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	GRP Cropland	GRP
154.05	152.66	152.66	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod	
0.0	0.0	152.66	0.0	0.0	0.0	

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	2.0		30	0.0
OATS	13.0		46	0.0
CORN	19.4		37	0.0
BARLEY	81.6		38	0.0
Total Base Acres:	116.0			

Owners: WALSH, JEROME



Bottineau County, North Dakota



Farm 8305

S26 T161N R81W
2019 Program Year
Map Created December 12, 2018



- Unless Otherwise Noted:
- Barley = Spring for Grain
 - Canola = Spring for Processing
 - Corn = Yellow for Grain
 - Flax = Common for Grain
 - Oats = Spring for Grain
 - Soybeans = Common for Grain
 - Sunflowers = Oil for Grain
 - Wheat = Spring for Grain
 - All fields are non-irrigated
 - Shares are 100% to operator

Common Land Unit

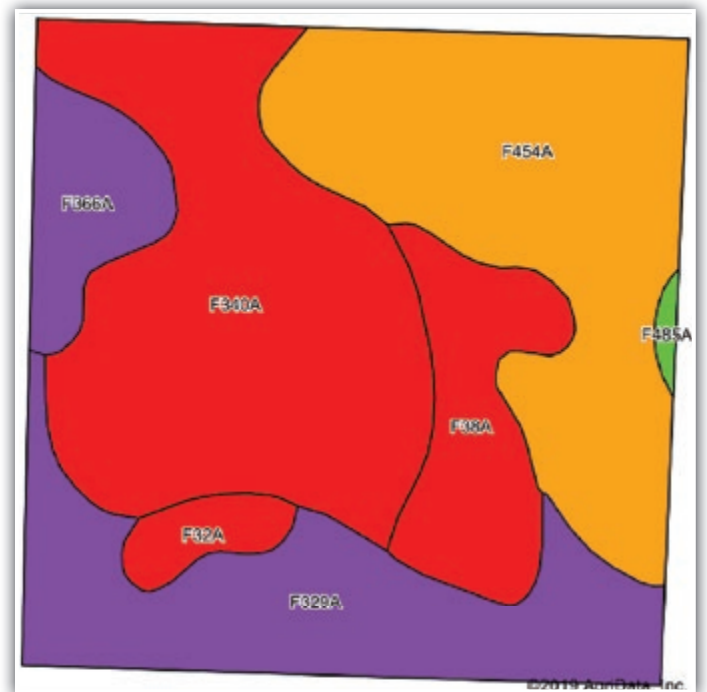
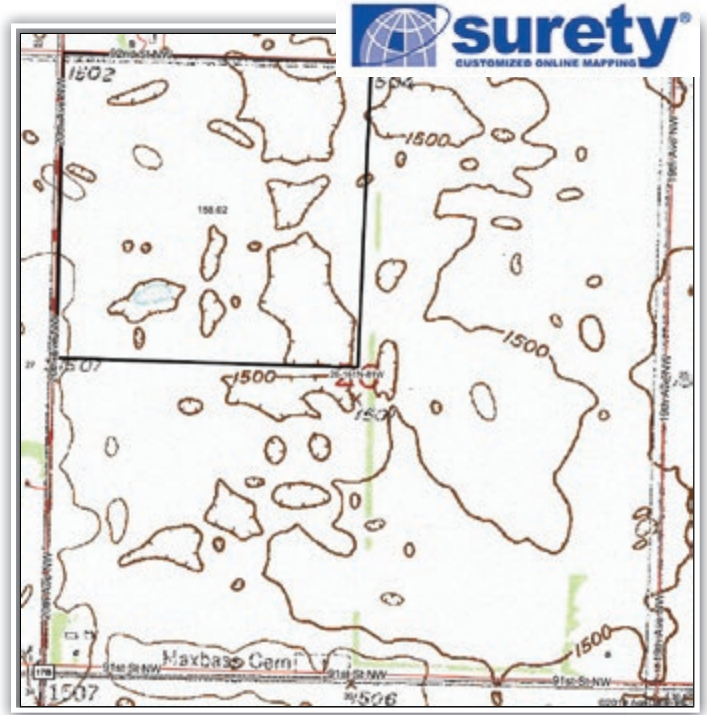
- Tract Boundary
- Non-Cropland
- Cropland
- PLSS

Wetland Determination Identifiers

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

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). The imagery displayed on this map was collected in calendar year 2017.





- Canola
- Developed/Open Space
- Spring Wheat
- Peas

5 rows not shown

Area Symbol: ND009, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
F340A	Ulen loamy fine sand, 0 to 2 percent slopes	50.88	32.2%		IVe	49
F454A	Glyndon loam, 0 to 2 percent slopes	46.09	29.2%		IIe	77
F329A	Wyndmere fine sandy loam, 0 to 2 percent slopes	31.50	19.9%		IIIe	60
F38A	Arveson fine sandy loam, 0 to 1 percent slopes	15.30	9.7%		IVw	32
F366A	Hecla loamy fine sand, 0 to 2 percent slopes	9.60	6.1%		IVe	53
F32A	Fossum fine sandy loam, very poorly drained, 0 to 1 percent slopes	3.93	2.5%		Vw	21
F485A	Gardena loam, 0 to 2 percent slopes	0.72	0.5%		IIe	92
Weighted Average						57.5

*c: Using Capabilities Class Dominant Condition Aggregation Method



MAP OF HASTINGS



TOWNSHIP: 161 N
BOTTINEAU COUNTY

CODE: HG

RANGE: 81 W
NORTH DAKOTA



2018 BOTTINEAU COUNTY REAL ESTATE TAX STATEMENT

Parcel Number:
28-0000-10671-000

Prop. description:
HASTINGS TWP, 408

Statement No: 9, 241

2018 TAX BREAKDOWN

<u>Physical Location:</u>		285406000	Net consolidated tax	686.23
Lot: 812	Sec: 26	Trp: 161	Rng: 8	Plus: Special assessments
Address: 158.02			Total tax due	686.23
Statement Name:			Less: 5% discount,	
WALSH, JEROME			if paid by Feb. 15th	36.31
<u>Legal Description:</u>			Amount due by Feb 15th	651.92
SW 1/4 LESS R/W TO 161 BT			Or pay in 2 installments (with no discount)	
			Payment 1: Pay by Mar. 1st	343.12
			Payment 2: Pay by Oct. 15th	343.11

Legislative tax rate of 15 year comparison:	2016	2017	2018
---------------------------------------------	------	------	------

Legislative tax ratio:	439.78	432.92	447.94
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<u>Tax distribution (3 year comparison):</u>	2016	2017	2018
Total and full value	48,300	48,300	84,600
Taxable value	3,915	3,915	4,230
Less: Homestead credit			
Disabled Veteran credit			
Net taxable value >	3,915	3,915	4,230

Total mill levy	167.48	165.48	152.23
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<u>Taxes by District (in dollars):</u>			
COUNTY & STATE	300.33	305.75	292.16
TOWNSHIP	65.20	61.47	73.77
SCHOOL	249.01	241.91	270.31
FIRE	27.09	23.65	24.58
WATER	11.99	13.28	18.92
AMBULANCE			8.44

Consolidated tax	630.68	647.54	685.23
Less: 12% state-pt credit	78.68		
Net consolidated tax->	552.00	647.54	686.23
Net effective tax rate->	.744	.822	.815

Special assessments:
NONE

ESCHER COMPANY NAME:

NOTE:

FOR ASSISTANCE CONTACT:
BOTTINEAU COUNTY TREASURER
314 5TH ST W SE STE 11
BOTTINEAU ND 58308
(701) 226-2035
www.bottineauco.com

(Detach here and mail with your payment.)

2018 BOTTINEAU COUNTY REAL ESTATE TAX STATEMENT

Your cancellation check is your receipt for your payment.
No receipt will be issued, unless requested.

Parcel Number: 28 0000 10671 000
Statement Number: 9,241
Address: 158.02

Total tax due	686.23
Less: 5% discount	36.31
Amount due by Feb 15th	651.92
Or pay in 2 installments (with no discount)	
Payment 1: Pay by Mar. 1st	343.12
Payment 2: Pay by Oct. 15th	343.11

WALSH, JEROME

491 W MOORWOOD ST
GREEN VALLEY AZ 85614

MAKE CHECK PAYABLE TO:
BOTTINEAU COUNTY TREASURER
314 5TH ST W SE STE 11
BOTTINEAU ND 58308
(701) 226 2035
www.bottineauco.com



EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT

SAMPLE

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 _____ \$ _____

- 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.
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.
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.
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 estate 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 in 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: _____



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