

# TIMED Online Auction

BUYER'S PROSPECTUS

Meeker County

MINNESOTA

Darwin Township

BIDDING OPENS: Monday, October 21

**CLOSES: Thursday, October 31 | 3PM** <sup>2019</sup>



**40+**  
acres

Steffes Group, Inc. | 24400 MN Hwy 22 South, Litchfield, MN | [SteffesGroup.com](http://SteffesGroup.com)

Steffes Group, 320.693.9371, Shelly Weinzettl 763.300.5055  
or online at [SteffesGroup.com](http://SteffesGroup.com)

Shelly Weinzettl MN47-017, Scott Steffes MN14-51.

TERMS: 10% 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.



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**

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.

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

**The auction begins at Monday, October 21, and will end at 3PM Thursday, October 31, 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 Friday, November 29.** 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.

- **2019 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.

- **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 \$50.00.

- **THE PROPERTY WILL BE SOLD AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED.**

- **THE PROPERTY WILL BE SOLD ABSOLUTE - NO MINIMUM / NO RESERVE.**

### **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**

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 Bidding Process


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. Our goal is to realize the highest return to the seller, and satisfy all interested parties. **All bidding will be on a "deeded acre" basis.**

Please note the bidding will not close until there has been no bidding activity for a period of 4 minutes. This is accomplished through the bid extension feature of our website. Bids placed within the last 4 minutes

CATALOG ORDER

**#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



[More Photos](#)

**EXTENDED**

## 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 BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!

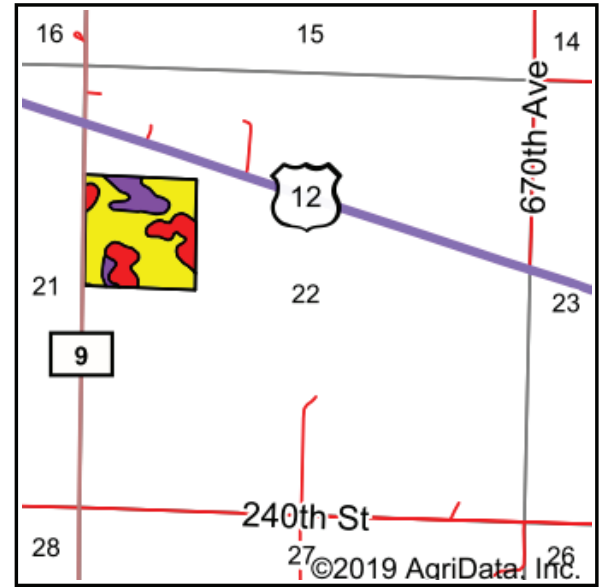
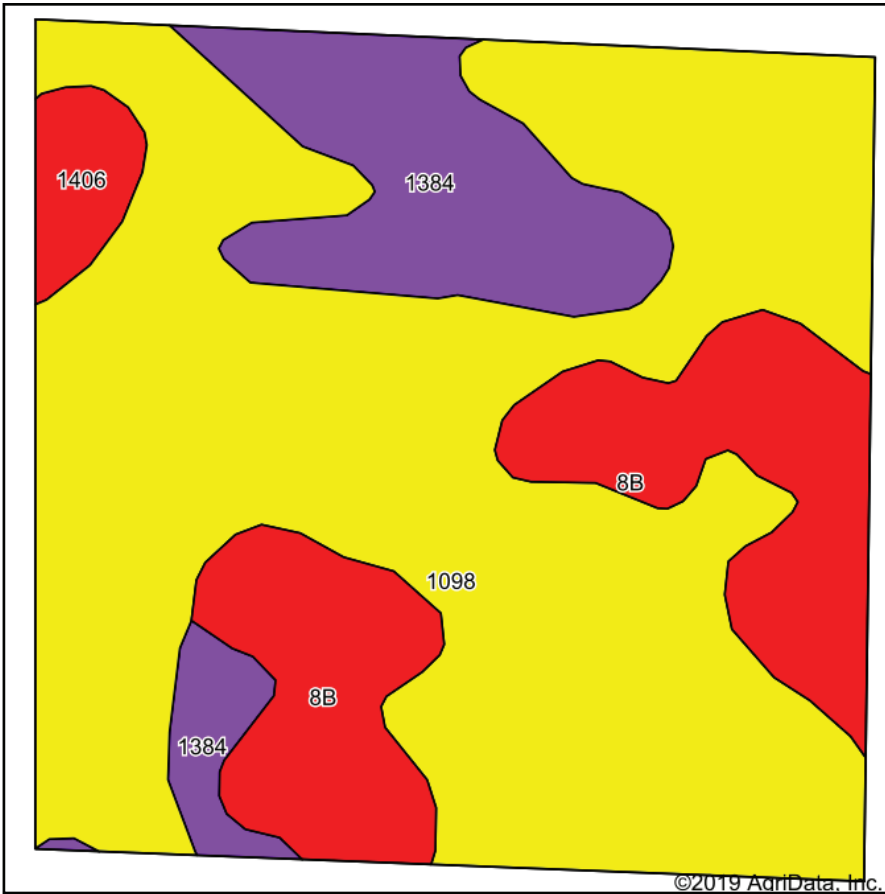


**Meeker County – 40± Acres**

AUCTIONEER'S NOTE: 40± acres selling No Minimum No Reserve to settle the estate of James Schreiber. Land had been in CRP for many years prior to Jim's passing. Currently not enrolled in any government programs. Hunting/recreational, investment opportunity 3.5 miles from Litchfield, 1.5 miles from Darwin and Highway 12 visibility. Land available for 2019 hunting season. Quick close possible.

**Darwin Township / PID #: 06-0205000 / Description: Sect-22 Twp-119 Range-30 / 2019 Taxes: \$984**





Soils data provided by USDA and NRCS.

Area Symbol: MN093. Soil Area Version: 12

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Irr Class *c	Productivity Index
1098	Biscay clay loam, 0 to 2 percent slopes	25.83	64.6%		IIw		70
8B	Sparta loamy sand, 1 to 6 percent slopes	7.56	18.9%		IVs	IIe	39
1384	Minneopa loam, 0 to 2 percent slopes	5.60	14.0%		IIIs		51
1406	Medo, Dassel, and Biscay soils, ponded, 0 to 1 percent slopes	1.01	2.5%		VIIIw		5
<b>Weighted Average</b>							<b>59.8</b>

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

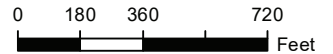




**Tract 2829**

2019 Program Year

Map Created September 04, 2019



- Unless otherwise noted:  
 Shares are 100% operator  
 Crops are non-irrigated  
 Corn = yellow for grain  
 Soybeans = common soybeans for grain  
 Wheat = HRS, HRW = Grain  
 Sunflower = Oil, Non-Oil = Grain  
 Oats and Barley = Spring for grain  
 Rye = for grain  
 Peas = process  
 Alfalfa, Mixed Forage AGM, GMA, IGS = for forage  
 Beans = Dry Edible  
 NAG = for GZ  
 Canola = Spring for seed

**Common Land Unit**

- Non-Cropland
- Cropland
- Tract Boundary

**Wetland Determination Identifiers**

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

Tract Cropland Total: 144.28 acres

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). This map displays the 2017 NAIP imagery.



FARM: 2801

Minnesota

U.S. Department of Agriculture

Prepared: 9/27/19 11:31 AM

Meeker

Farm Service Agency

Crop Year: 2020

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 2

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.

<b>Operator Name</b> JOHNSON FARMS	<b>Farm Identifier</b>	<b>Recon Number</b>
---------------------------------------	------------------------	---------------------

**Farms Associated with Operator:**  
5254, 5826, 6715, 6942, 7689, 8206, 8383, 9038, 9060, 9140

ARC/PLC G//F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
196.01	177.07	177.07	0.0	0.0	0.0	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod			
0.0	0.0	177.07	0.0	0.0	0.0			

ARC/PLC

PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
NONE	NONE	NONE	NONE	CORN , SOYBN	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	90.5	147	0.0
SOYBEANS	49.5	38	0.0
<b>Total Base Acres:</b>	140.0		

**Tract Number:** 2331      **Description** I-10/SW4NW4/22/DR  
**FSA Physical Location :** Meeker, MN      **ANSI Physical Location:** Meeker, MN

**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:** Wetland converted between December 23, 1985, and November 28, 1990

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
38.5	32.79	32.79	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	32.79	0.0	0.0	0.0	

**Owners:** SCHREIBER, JAMES E

**Other Producers:** ESTATE OF JAMES EVERETTE SCHREIBER

Minnesota  
Meeker

U.S. Department of Agriculture  
Farm Service Agency

**FARM: 2801**  
Prepared: 9/27/19 11:31 AM  
Crop Year: 2020  
Page: 2 of 2

Report ID: FSA-156EZ

**Abbreviated 156 Farm Record**

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Tract Number: 2829      Description H-8/SE4/32/FC

FSA Physical Location : Meeker, MN      ANSI Physical Location: Meeker, MN

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
157.51	144.28	144.28	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	144.28	0.0	0.0	0.0	

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	90.5		147	0.0
SOYBEANS	49.5		38	0.0
<b>Total Base Acres:</b>	140.0			

Owners: SCHREIBER, JAMES E

Other Producers: None





**SHARON M. EUERLE**  
**MEEKER CO. TREAS.**  
 325 NORTH SIBLEY  
 LITCHFIELD, MN 55355-2155  
 320-693-5345  
 www.co.meeker.mn.us



## 2019

### PROPERTY TAX STATEMENT

PRCL# 06-0205000 RCPT# 2794  
 TC 543 1.086

DARWIN TWP

Property ID Number: 06-0205000  
 Property Description: SECT-22 TWP-119 RANG-30  
 SW 1/4 NW 1/4

JAMES E SCHREIBER  
 65540 240TH ST  
 LITCHFIELD MN 55355

9057-T  
 ACRES 40.00

		Values and Classification	
		Taxes Payable Year	
		2018	2019
Step 1	Estimated Market Value:	108,600	108,600
	Homestead Exclusion:		
	Taxable Market Value:	108,600	108,600
	New Improve/Expired Excls:		
Property Class:		AGRI HSTD	AGRI NON-HSTD
Sent in March 2018			
Step 2	<b>Proposed Tax</b>		968.00
		* Does Not Include Special Assessments Sent in November 2018	
Step 3	<b>Property Tax Statement</b>		
		First half Taxes:	492.00
		Second half Taxes:	492.00
		Total Taxes Due in 2019	984.00

**\$\$\$**  
 REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax.  
 Read the back of this statement to find out how to apply.

		Taxes Payable Year: 2018 2019	
1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund .....			.00
File by August 15th. <b>IF BOX IS CHECKED, YOU OWE DELINQUENT TAXES AND ARE NOT ELIGIBLE</b>		<input type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund .....		.00	
<b>Property Tax and Credits</b>	3. Property taxes before credits .....	530.21	1,038.60
	4. A. Agricultural and rural land tax credits .....	.00	.00
	B. Other credits to reduce your property tax .....	28.21	54.60
	5. <b>Property taxes after credits</b> .....	502.00	984.00
<b>Property Tax by Jurisdiction</b>	6. County .....	264.13	529.83
	7. City or Town .....	159.34	312.44
	8. State General Tax .....	.00	.00
	9. School District: 465		
	A. Voter approved levies .....	35.40	68.04
	B. Other local levies .....	42.04	71.47
	10. Special Taxing Districts:		
	A. MID MN DEVELOPMENT .....	1.09	2.22
	B. ....		
	C. ....		
	D. ....		
	11. Non-school voter approved referenda levies .....		
	12. Total property tax before special assessments .....	502.00	984.00
<b>Special Assessments on Your Property</b>	13. A. ....		
	B. ....		
	C. ....		
	D. ....		
	E. ....		
	14. <b>YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS</b> .....	502.00	984.00





EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT

DATE: \_\_\_\_\_

Received of \_\_\_\_\_

Whose address is \_\_\_\_\_

SS# \_\_\_\_\_ Phone# \_\_\_\_\_ the sum of \_\_\_\_\_ in the form of \_\_\_\_\_

as earnest money deposit 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, BUYER'S 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 the deposit is reasonable; that the parties have endeavored to fix a deposit approximating SELLER'S damages upon BUYER'S 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. State 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 warrant taxes for \_\_\_\_\_ are Homestead, \_\_\_\_\_ Non-Homestead. SELLER agrees to pay the State Deed Tax.

6. Other fees and taxes shall be paid as set forth in the attached Buyer's Prospectus, except as follows: \_\_\_\_\_

7. 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.

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

9. 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. Buyer's inspection shall be performed at Buyer's sole cost and expense. Buyer hereby indemnifies Seller for any damage to the property as a result of Buyer's inspections.

10. 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 attached Buyer's Prospectus or any announcements made at auction.

11. 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.

12. Any other conditions: \_\_\_\_\_

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

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

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

Steffes Group, Inc.

Seller's Printed Name & Address:

\_\_\_\_\_

\_\_\_\_\_

SteffesGroup.com

Drafted By:  
Saul Ewing Arnstein & Lehr LLP

# TIMED Online Auction

BUYER'S PROSPECTUS

Meeker County

MINNESOTA

Darwin Township

BIDDING OPENS: Monday, October 21  
**CLOSES: Thursday, October 31 | 3PM** 2019

**40+**  
acres

**SteffesGroup.com**



2000 Main Avenue East | West Fargo, ND 58078  
800.726.8609 TF | 701.237.9173 P | 701.237.0976 F

701.203.8400 P | Grand Forks, ND 58201

24400 MN Hwy 22 South | Litchfield, MN 55355  
320.693.9371 P | 320.693.9373 F

308.217.4508 | Lexington, NE 68850

2245 East Bluegrass Road | Mt. Pleasant, IA 52641  
319.385.2000 P | 319.385.4709 F

1688 Hwy 9 | Larchwood, IA 51241  
712.477.2144 P | 712.477.2577 F

515.432.6000 P | Ames, IA 50010