

BOTTINEAU COUNTY  
NORTH DAKOTA



From Maxbass, south 3 miles on Co. Rd. 17C, west on 87th St,  
northwest 1 mile

# LAND AUCTION

Timed Online

— WEDNESDAY, NOVEMBER 11, 8AM - 12PM <sup>2020</sup> —



Built on Trust.



160<sub>±</sub>  
acres



**Auctioneers Note:** Opportunity to purchase 160 acres south of Maxbass, ND, and within a mile of a hard-surfaced road. This farm is available to farm for the 2021 crop year!

Steffes Group, Inc. | 2000 Main Avenue East, West Fargo, ND | 701.237.9173 | SteffesGroup.com

**Williams J Palutzke Testamentary Trust, Sharon Everitt, & Patrick Hollister, Owners**  
Contact us at Steffes Group, Max Steffes, 701.237.9173, 701.212.2849 or visit SteffesGroup.com

Max Steffes ND999, Scott Steffes ND81, Brad Olstad ND319. TERMS: 10% down upon signing purchase agreement with balance due at closing in 60 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 guarantees 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 8AM and will end at 12PM Wednesday, November 11, 2020.**

- 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 at closing in 60 days.**

- Closing will take place at a professional closing company agreeable to both buyer and seller.
- 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.
- **2020 Taxes to be paid by the 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 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

# Timed Online Bidding Process

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

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 per tract basis. We will not have "per acre" bidding.**

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



00:04:00

US \$115,000.00 (5 bids)



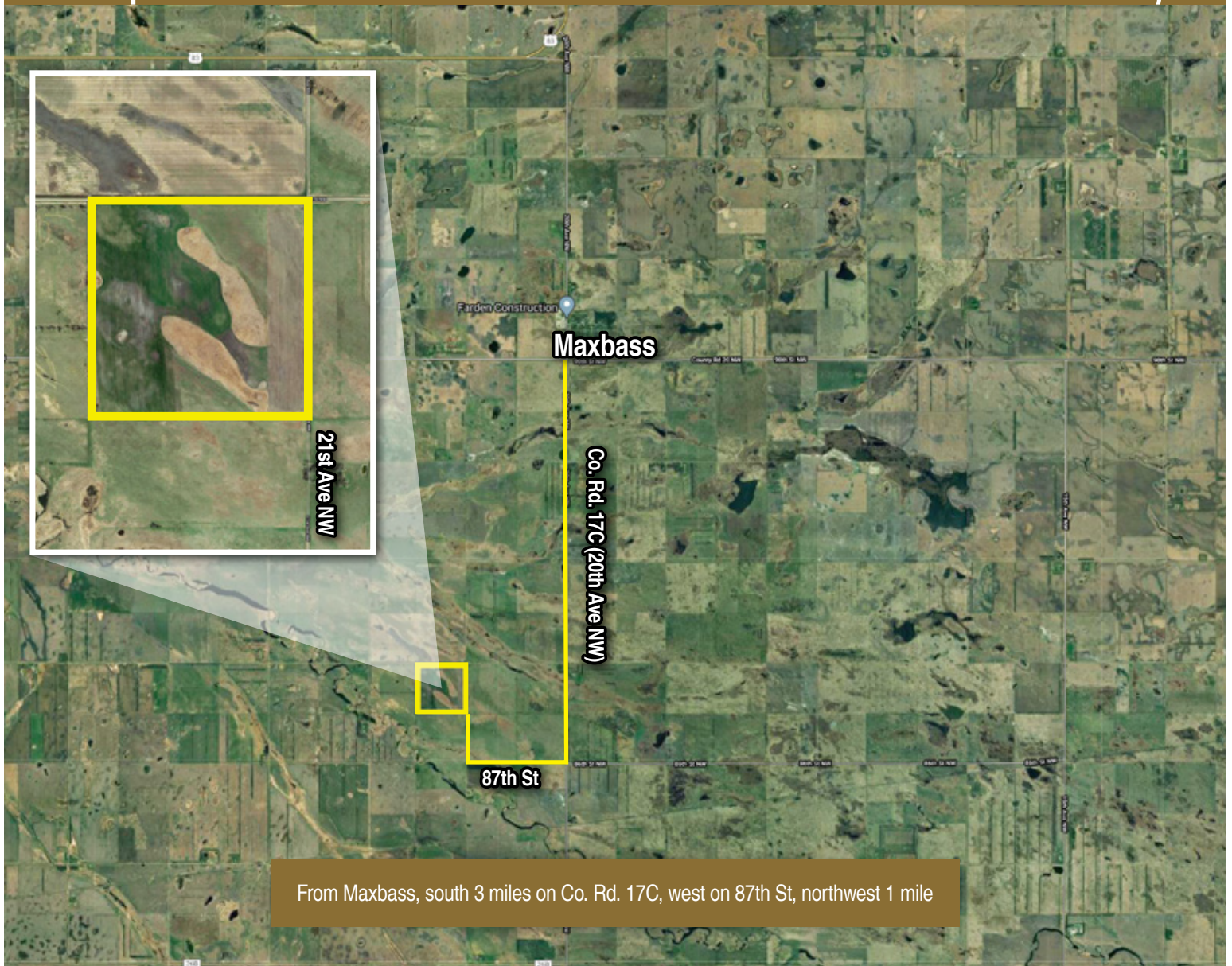
[More Photos](#)

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!

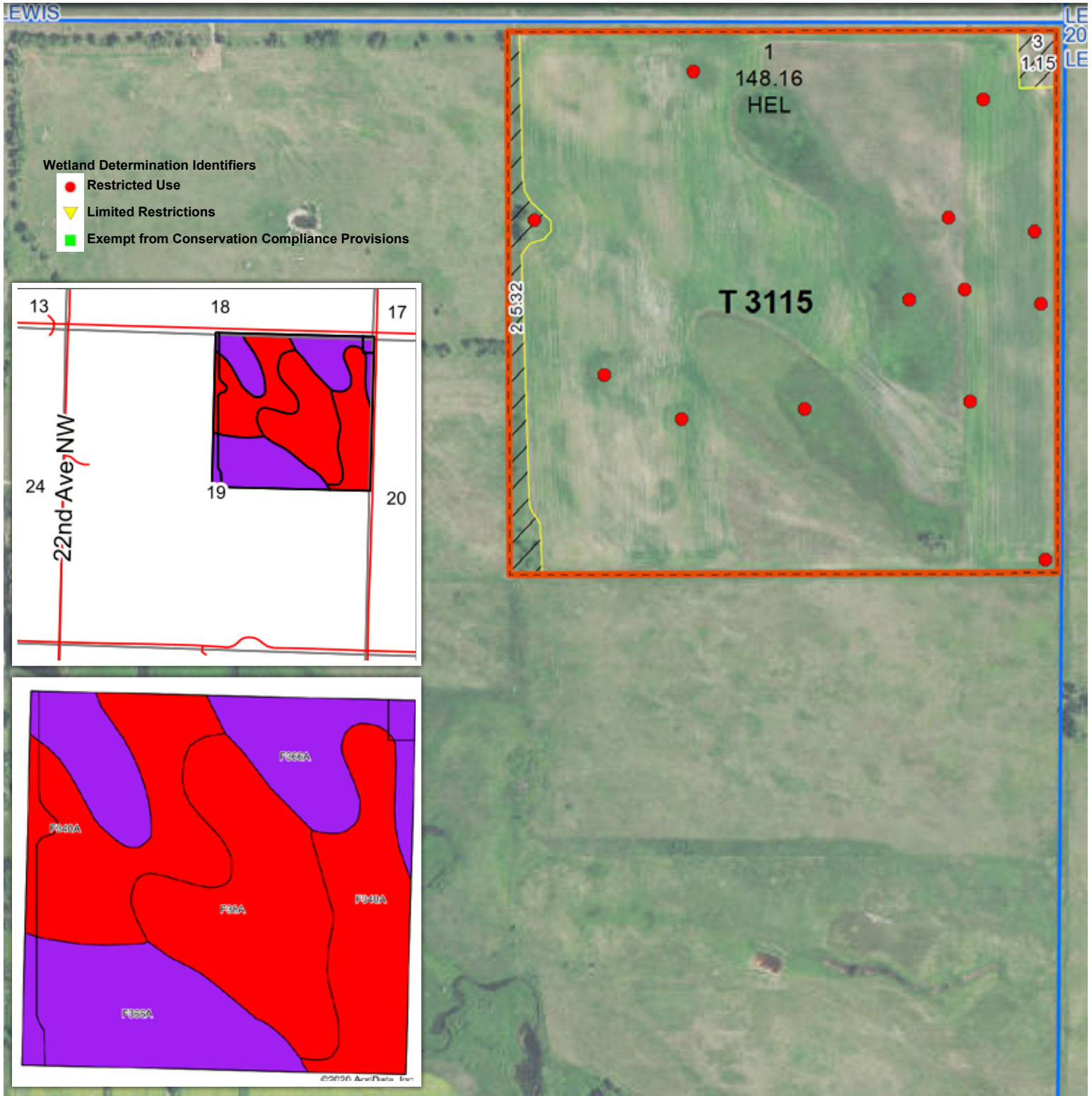
### Aerial Map



From Maxbass, south 3 miles on Co. Rd. 17C, west on 87th St, northwest 1 mile



**Description:** NE1/4 Section 19-160-81 • **Total Acres:** 160± • **Cropland Acres:** 149±  
**PID #:** 38-0000-13109-000 • **Soil Productivity Index:** 47 • **Soils:** Hecla loamy fine sand (38%), Ulen loamy fine sand (38%),  
 Arveson fine sandy loam (24%) • **Taxes (2019):** \$539.38 • **NO US Fish & Wildlife Easement**



Area Symbol: ND009, Soil Area Version: 27

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
F366A	Hecla loamy fine sand, 0 to 2 percent slopes	58.83	38.0%		IVe	53
F340A	Ulen loamy fine sand, 0 to 2 percent slopes	57.73	37.3%		IVe	49
F38A	Arveson fine sandy loam, 0 to 1 percent slopes	38.07	24.6%		IVw	32
<b>Weighted Average</b>						<b>46.3</b>

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

2019 BOTTINEAU COUNTY REAL ESTATE TAX STATEMENT

Parcel Number                      Jurisdiction  
 38-0000-13109-000                      LEWIS TWP. #38

Statement No:                      11,881

2019 TAX BREAKDOWN

Physical Location  
 3854060001  
 Lot:                      Blk:                      Sec: 19 Twp: 160 Rng: 81  
 Addition:                      Acres: 160.00

Net consolidated tax                      539.38  
 Plus: Special assessments                      \_\_\_\_\_  
 Total tax due                      539.38  
 Less: 5% discount,  
                                          if paid by Feb.15th                      26.97

Statement Name  
 PALUTZKE ETAL TRUST, WILLIAM

**Amount due by Feb.15th                      512.41**

Legal Description  
 NE1/4 19 160 81

Or pay in 2 installments (with no discount)  
 Payment 1: Pay by Mar.1st                      269.69  
 Payment 2: Pay by Oct.15th                      269.69

Legislative tax relief  
 (3-year comparison):

	2017	2018	2019
Legislative tax relief	357.42	314.33	330.00

Special assessments:  
 SPC#                      AMOUNT DESCRIPTION

Tax distribution

(3-year comparison):	2017	2018	2019
True and full value	55,700	60,200	63,200
Taxable value	2,785	3,010	3,160
Less: Homestead credit			
Disabled Veteran credit			
Net taxable value->	2,785	3,010	3,160

Total mill levy	167.70	162.79	170.69
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ESCROW COMPANY NAME:  
 PDS TAX SERVICES

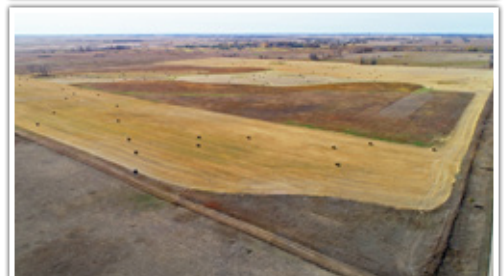
Taxes By District (in dollars):

COUNTY & STATE	247.16	207.90	236.90
TOWNSHIP	56.97	54.18	54.32
SCHOOL	195.55	192.37	210.52
FIRE	19.12	17.49	18.68
WATER	11.93	12.04	12.64
AMBULANCE		6.02	6.32

NOTE:

Consolidated tax	530.73	490.00	539.38
Less: 12% state-pd credit	63.69		
Net consolidated tax->	467.04	490.00	539.38
Net effective tax rate->	.84%	.81%	.85%

FOR ASSISTANCE, CONTACT:  
 BOTTINEAU COUNTY TREASURER  
 314 5TH ST W ST STE 11  
 BOTTINEAU ND 58318  
 (701) 228-2035  
 www.bottineauco.com



North Dakota U.S. Department of Agriculture FARM: 1502  
 Bottineau Farm Service Agency Prepared: 10/20/20 12:05 PM  
 Report ID: FSA-156EZ Abbreviated 156 Farm Record Crop Year: 2020  
 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.

Farm Identifier

Farms Associated with Operator:  
 1487, 9108, 9431, 9432

ARC/PLC G/W/F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
154.63	148.16	148.16	0.0	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	148.16	0.0	0.0	0.0				

ARC/PLC						
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default	
WHEAT, FLAX, BARLY	NONE	NONE	NONE	NONE	NONE	

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	12.69	34	0.00
FLAX	24.11	15	0.00
BARLEY	100.1	41	0.00
<b>Total Base Acres:</b>	136.9		

Tract Number: 3115 Description 380/NE 19 160 81  
 FSA Physical Location : Bottineau, ND ANSI Physical Location: Bottineau, ND  
 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	CRP Cropland	GRP
154.63	148.16	148.16	0.0	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	148.16	0.0	0.0	0.0		

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	12.69	34	0.00
FLAX	24.11	15	0.00

North Dakota U.S. Department of Agriculture FARM: 1502  
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Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
BARLEY	100.1	41	0.00
<b>Total Base Acres:</b>	136.9		

Owners: EVERITT, SHARON H WILLIAM L PALUTZKE TRUST  
 HOLLISTER FAMILY LLC  
 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 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. 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bottineau County, ND  
**Wednesday, November 11 from 8AM-12PM** <sup>2020</sup>



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

701.203.8400 P | Grand Forks, ND 58201

701.580.2426 | Watford City, ND 58854

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

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

308.217.4508 | Lexington, NE 68850

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

641.423.1947 | Mason City, IA 50401

515.432.6000 P | Ames, IA 50010

[SteffesGroup.com](http://SteffesGroup.com)