

BARNES COUNTY  
NORTH DAKOTA



From Page, south 2 miles on Hwy. 38, west 6 miles on 20th St.;  
or from the Jct. of Hwy. 38 & 26, west 5 miles on Hwy. 26, south  
2 miles on Hwy. 1, west 2 miles on 20th St. southeast

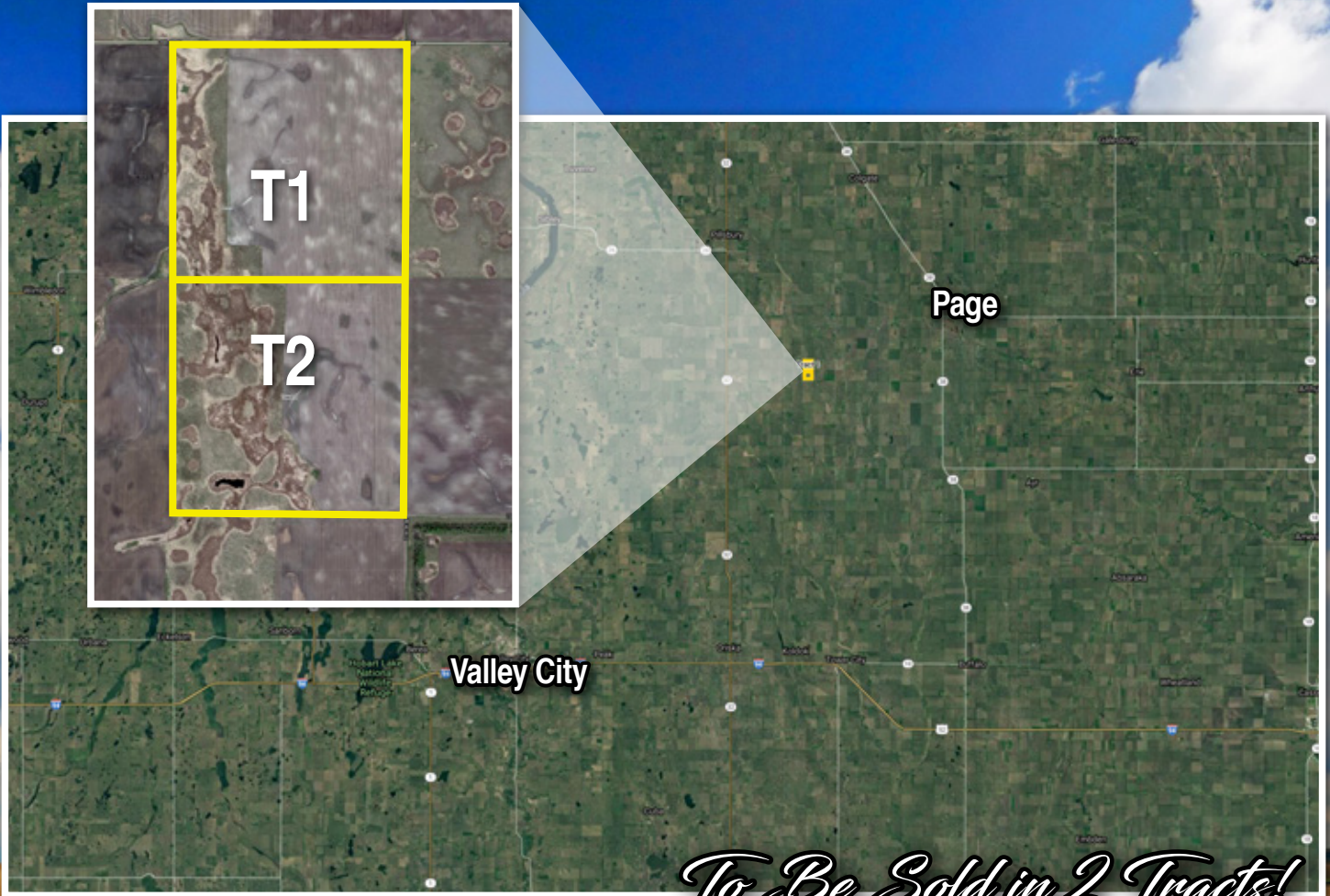


Built on Trust.

# LAND AUCTION

Timed Online

TUESDAY, NOVEMBER 10, 8AM - 12PM <sup>2020</sup>



*To Be Sold in 2 Tracts!*

320<sub>±</sub>  
acres



**Auctioneers Note:** Opportunity to purchase a half section of land located on the Barnes/Cass county line. This farm will sell in two tracts and is available to farm for the 2021 crop year!

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

**Irene, Laura, & Carol Suhr, Owners**

Contact our office at 701.237.9173; or at Steffes Group, Max Steffes, 701.212.2849, or Brad Olstad, 701.238.0240, or visit [SteffesGroup.com](http://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 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 Tuesday, November 10, 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 45 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.

### **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.

### **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 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

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 \$115,000.00 (5 bids)



More Photos

EXTENDED

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00:04:00

US \$115,000.00 (5 bids)



More Photos

# This is an AUCTION! To the Highest Bidder.

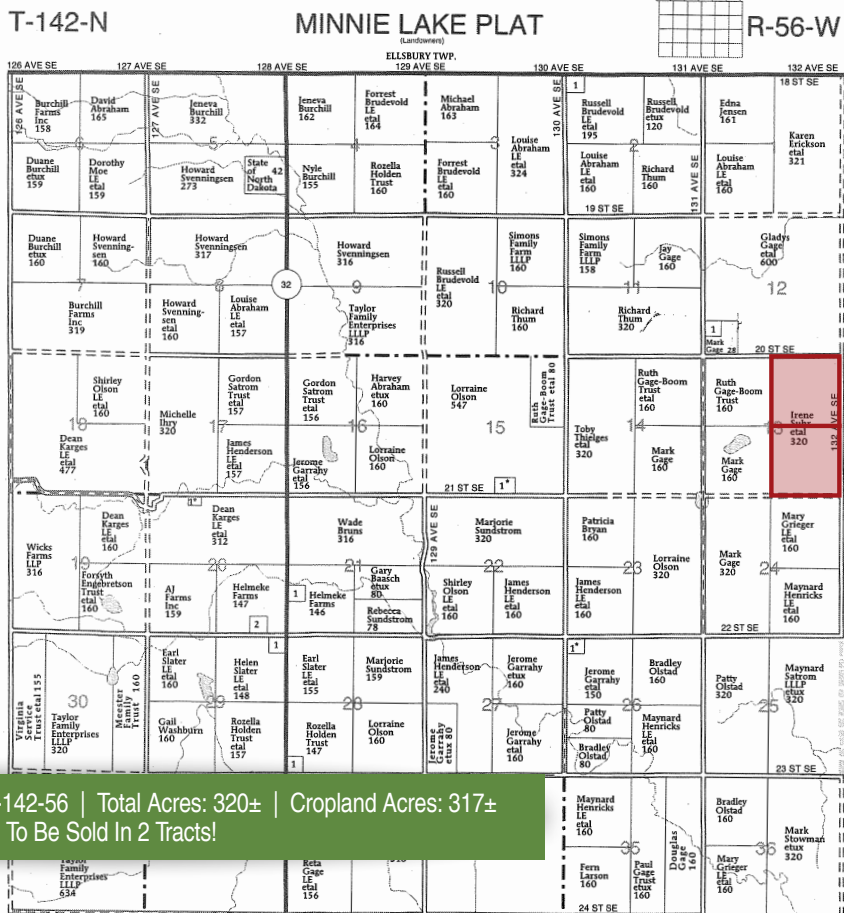
The bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid. **PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!**



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

## Plat Map - MINNI LAKE TOWNSHIP

## Barnes County, ND

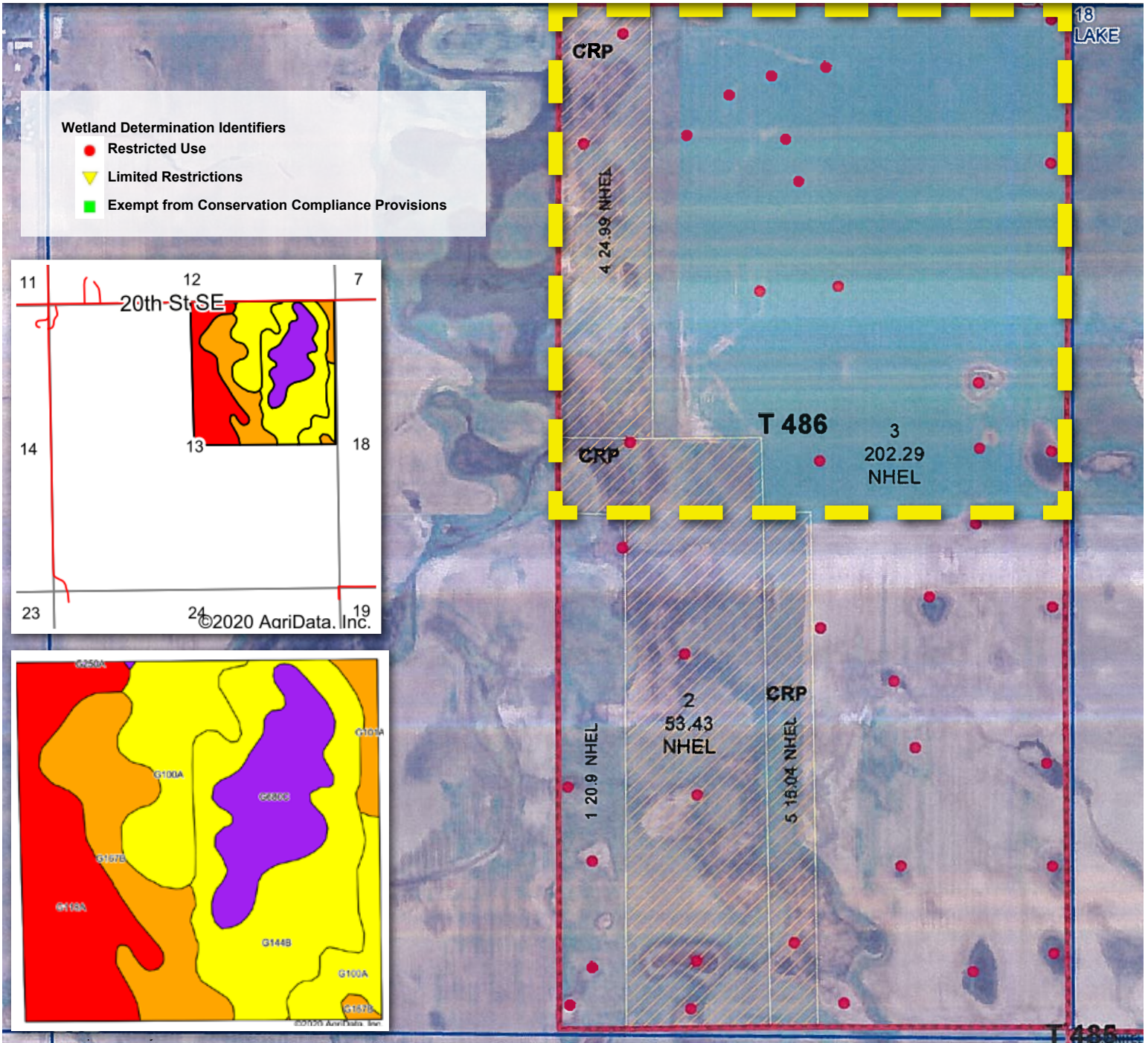


Description: E1/2 Section 13-142-56 | Total Acres: 320± | Cropland Acres: 317±  
To Be Sold In 2 Tracts!

# Tract 1 Details

Barnes County, ND

**Description:** NE1/4 Section 13-142-56 • **Total Acres:** 160± • **Cropland Acres:** 159± • **CRP Cropland Acres:** 35±  
 (Approx. 24.99AC @ \$45.39/AC or \$1,134.30 annually. Expires 09/30/2022; Approx. 9.3AC @ \$51.90/AC or \$482.67  
 annually. Expires 09/30/2023) • **PID #:** 22-1310100 • **Soil Productivity Index:** 61 • **Soils:** Barnes-Buse loams (27%),  
 Vallers loam (23%), Hamerly-Tonka complex (19%) • **Taxes (2019):** \$1,584.39 • **NO US Fish & Wildlife Easement**



Area Symbol: ND003, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
G144B	Barnes-Buse loams, 3 to 6 percent slopes	41.88	26.2%		IIIe	69
G118A	Vallers loam, saline, 0 to 1 percent slopes	35.83	22.4%		IVw	42
G100A	Hamerly-Tonka complex, 0 to 3 percent slopes	29.38	18.4%		Ile	64
G167B	Balaton-Wyard loams, 0 to 6 percent slopes	26.78	16.7%		Ile	73
G680C	Barnes-Sioux complex, 3 to 9 percent slopes	21.79	13.6%		Ile	55
G101A	Hamerly-Wyard loams, 0 to 3 percent slopes	4.19	2.6%		Ile	77
G250A	Divide loam, 0 to 2 percent slopes	0.15	0.1%		IIs	58
<b>Weighted Average</b>						<b>61</b>

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

**2019 BARNES COUNTY REAL ESTATE TAX STATEMENT**

Statement No: 11817

Parcel Number:  
22-1310100

Jurisdiction  
MINNIE LAKE TOWNSHIP

IRENE D SUHR ET AL

Physical Location

**Legal Description**

SECT-13 TWP-142 RANG-056  
NE1/4  
160.00 ACRES

ACRES: 160.00

**2019 TAX BREAKDOWN**

Net consolidated tax 1,584.39  
Plus: Special Assessments  
Total tax due 1,584.39  
Less: 5% discount 79.21  
if paid by Feb. 18th  
**Amount due by Feb. 18th 1,505.18**

Or pay in two installments (with no discount)  
Payment 1: Pay by Mar. 2nd 792.20  
Payment 2: Pay by Oct. 15th 792.19

**Legislative tax relief  
(3-year comparison):**

	2017	2018	2019
Legislative tax relief	704.95	855.82	892.50

**Tax distribution (3-year comparison):**

	2017	2018	2019
True And Full Value	133,400	140,000	146,000
Taxable Value	6,670	7,000	7,300
Less: Homestead credit			
Disabled Veterans' credit			
Net Taxable Value	6,670	7,000	7,300
Mill Levy	209.720	214.790	217.040

**Taxes By District (in dollars):**

	2017	2018	2019
State	6.67	7.00	7.30
County	522.33	606.27	630.79
City/Twp MINNIE LAKE TOWNSHIP	243.59	252.00	251.85
School PAGE SCHOOL DIST	479.24	502.67	553.34
COUNTY-WIDE	125.13	113.33	119.50
FIRE 15	21.88	22.26	21.61

Penalty on 1st Installment & Specials  
March 3..... 3%  
May 1..... 6%  
July 1..... 9%  
October 15..... 12%  
Penalty on 2nd Installment  
October 16..... 6%

Consolidated Tax	1,398.84	1,503.53	1,584.39
	.00	.00	.00
<b>Net consolidated tax</b>	<b>1,398.84</b>	<b>1,503.53</b>	<b>1,584.39</b>
<b>Net effective tax rate</b>	<b>1.05%</b>	<b>1.07%</b>	<b>1.09%</b>

**FOR ASSISTANCE:**

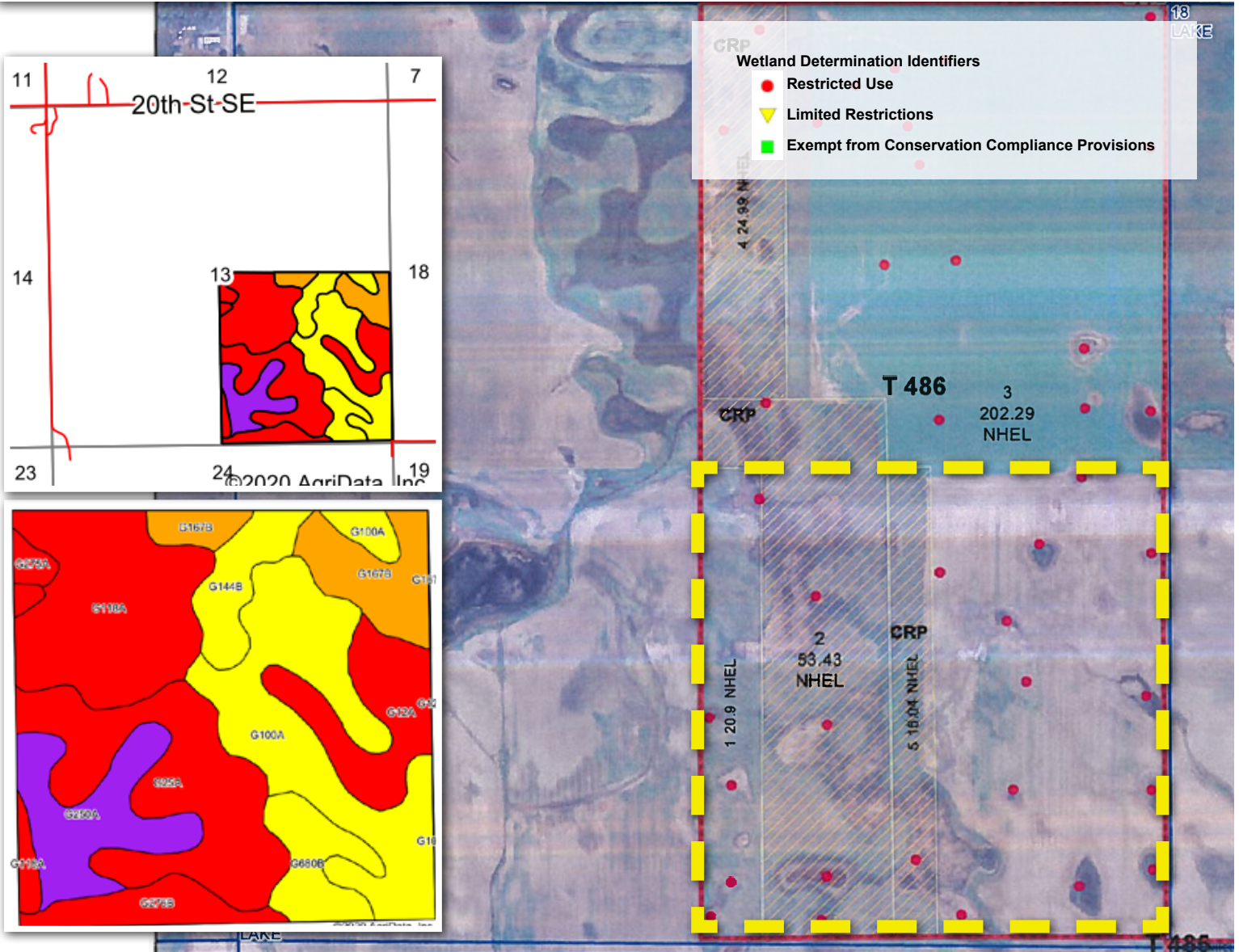
Office: Barnes County Treasurer  
PO Box 653, Valley City, ND 58072  
Phone: 701-845-8505  
Website: www.barnescounty.us



# Tract 2 Details



**Description:** SE1/4 Section 13-142-56 • **Total Acres:** 160± • **Cropland Acres:** 158± • **CRP Cropland Acres:** 59± (Approx. 15.04AC @ \$45.39/AC or \$682.67 annually. Expires 09/30/2020; Approx. 44.1AC @ \$51.90/AC or \$2,288.79 annually. Expires 09/30/2023) • **PID #:** 22-1340400 • **Soil Productivity Index:** 51 • **Soils:** Hamerly-Tonka complex (22%), Vallers loam (19%), Marysland loam (18%) • **Taxes (2019):** \$1,422.71 • **NO US Fish & Wildlife Easement**



Area Symbol: ND003, Soil Area Version: 25  
 Area Symbol: ND017, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
G100A	Hamerly-Tonka complex, 0 to 3 percent slopes	34.90	21.8%		Ile	64
G118A	Vallers loam, saline, 0 to 1 percent slopes	29.62	18.5%		IVw	42
G25A	Marysland loam, 0 to 1 percent slopes	28.24	17.6%		IVw	33
G250A	Divide loam, 0 to 2 percent slopes	15.33	9.6%		Ils	58
G12A	Vallers, saline-Parnell complex, 0 to 1 percent slopes	13.63	8.5%		IVw	31
G167B	Balaton-Wyard loams, 0 to 6 percent slopes	13.25	8.3%		Ile	73
G680B	Barnes-Sioux complex, 1 to 6 percent slopes	8.51	5.3%		Ile	63
G144B	Barnes-Buse loams, 3 to 6 percent slopes	7.68	4.8%		IIIe	69
G276B	Renshaw-Sioux complex, 2 to 6 percent slopes	7.05	4.4%		IVs	40
G275A	Renshaw loam, 0 to 2 percent slopes	1.56	1.0%		IVs	44
G167B	Balaton-Wyard loams, 0 to 6 percent slopes	0.10	0.1%		Ile	73
G12A	Vallers, saline-Parnell complex, 0 to 1 percent slopes	0.07	0.0%		IVw	31
G100A	Hamerly-Tonka complex, 0 to 3 percent slopes	0.06	0.0%		Ile	64
<b>Weighted Average</b>						<b>50.7</b>

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

**2019 BARNES COUNTY REAL ESTATE TAX STATEMENT**

Statement No: 11818

**Parcel Number:** 22-1340400  
**Jurisdiction:** MINNIE LAKE TOWNSHIP

IRENE D SUHR ET AL

**Physical Location**

**Legal Description**  
 SECT-13 TWP-142 RANG-056  
 SE1/4  
 160.00 ACRES

ACRES: 160.00

**2019 TAX BREAKDOWN**

Net consolidated tax	1,422.71
Plus: Special Assessments	
Total tax due	1,422.71
Less: 5% discount	71.13
if paid by Feb. 18th	
<b>Amount due by Feb. 18th</b>	<b>1,351.58</b>
Or pay in two installments(with no discount)	
Payment 1: Pay by Mar. 2nd	711.36
Payment 2: Pay by Oct. 15th	711.35

**Legislative tax relief (3-year comparison):**

	2017	2018	2019
Legislative tax relief	632.55	768.40	801.41

**Tax distribution(3-year comparison):**

	2017	2018	2019
True And Full Value	119,700	125,700	131,100
Taxable Value	5,985	6,285	6,555
Less: Homestead credit			
Disabled Veterans' credit			
Net Taxable Value	5,985	6,285	6,555
Mill Levy	209.720	214.790	217.040

**Taxes By District(in dollars):**

	2017	2018	2019
State	5.99	6.29	6.56
County	468.69	544.34	566.42
City/Twp MINNIE LAKE TOWNSHIP	218.57	226.26	226.15
School PAGE SCHOOL DIST	430.02	451.33	496.87
COUNTY-WIDE	112.28	101.75	107.31
FIRE 15	19.63	19.99	19.40

Penalty on 1st Installment & Specials  
 March 3..... 3%  
 May 1..... 6%  
 July 1..... 9%  
 October 15..... 12%  
 Penalty on 2nd Installment  
 October 16..... 6%

Consolidated Tax	1,255.18	1,349.96	1,422.71
	.00	.00	.00
<b>Net consolidated tax</b>	<b>1,255.18</b>	<b>1,349.96</b>	<b>1,422.71</b>
<b>Net effective tax rate</b>	<b>1.05%</b>	<b>1.07%</b>	<b>1.09%</b>

**FOR ASSISTANCE:**

Office: Barnes County Treasurer  
 PO Box 653, Valley City, ND 58072  
 Phone: 701-845-8505  
 Website: www.barnescounty.us



North Dakota  
Cass

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

FARM: 352  
Prepared: 10/16/20 2:41 PM  
Crop Year: 2021  
Page: 2 of 4

Report ID: FSA-156EZ

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: 486 Description E2 13-142-56

FSA Physical Location : Barnes, ND ANSI Physical Location: Barnes, ND

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
316.65	316.65	316.65	0.0	0.0	0.0	93.46	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod		
0.0	0.0	223.19	0.0	0.0	0.0		

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	30.63	41	0.00
CORN	40.89	94	0.00
SOYBEANS	130.81	24	0.00
BARLEY	20.86	56	0.00
<b>Total Base Acres:</b>	<b>223.19</b>		

Owners: SUHR, IRENE SUHR, CAROL SUHR, LAURA

Other Producers: None



This form is available electronically.

<b>CRP-1</b> (07-23-10) <b>U.S. DEPARTMENT OF AGRICULTURE</b> Commodity Credit Corporation <b>CONSERVATION RESERVE PROGRAM CONTRACT</b> <small>NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</small>	1. ST. & CO. CODE & ADMIN. LOCATION 38017	2. SIGN-UP NUMBER 45
	3. CONTRACT NUMBER 10101	4. ACRES FOR ENROLLMENT 53.4
7. COUNTY OFFICE ADDRESS (Include Zip Code): CASS COUNTY FARM SERVICE AGENCY 1665 43RD STREET SOUTH FARGO, ND 58103	5. FARM NUMBER 0000352	6. TRACT NUMBER(S) 0000486
TELEPHONE NUMBER (Include Area Code): (701)282-2157	8. OFFER (Select one) GENERAL <input checked="" type="checkbox"/> ENVIRONMENTAL PRIORITY <input type="checkbox"/>	FROM: (MM-DD-YYYY) 10/01/2013 TO: (MM-DD-YYYY) 09/30/2023

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be 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 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. 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 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre <i>R.S.</i> \$51.90	11. Identification of CRP Land				
B. Annual Contract Payment \$2771	A. Tract No. 0000486	B. Field No. 0002	C. Practice No. CP1	D. Acres 53.4	E. Total Estimated Cost-Share \$3952.00
C. First Year Payment					
(Item 10C applicable only to continuous signup when the first year payment is prorated.)					

12. PARTICIPANTS

A(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): CAROL SUHR	(2) SHARE 33.34%	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE <i>Carol Suhr</i> <small>(If more than three individuals are signing, continue on attachment.)</small>	(MM-DD-YYYY) 6-6-13
B(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): LAURA SUHR	(2) SHARE 33.33%	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE <i>Laura Suhr</i> <small>(If more than three individuals are signing, continue on attachment.)</small>	(MM-DD-YYYY) 6-6-13
C(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): IRENE SUHR	(2) SHARE 33.33%	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE <i>Irene Suhr</i> <small>(If more than three individuals are signing, continue on attachment.)</small>	(MM-DD-YYYY) 6-6-13

13. CCC USE ONLY - Payments according to the shares are approved	A. SIGNATURE OF CCC REPRESENTATIVE <i>[Signature]</i>	(MM-DD-YYYY) 9-27-2013
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NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L.99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program contract, to assist in determining eligibility and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law Enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital and family status. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audio tapes etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

Original - County Office Copy
  Owner's Copy
  Operator's Copy

This form is available electronically.

<b>CRP-1</b> (07-23-10) <b>U.S. DEPARTMENT OF AGRICULTURE</b> Commodity Credit Corporation <b>CONSERVATION RESERVE PROGRAM CONTRACT</b> <small>NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</small>	1. ST. & CO. CODE & ADMIN. LOCATION 38017	2. SIGN-UP NUMBER 43
	3. CONTRACT NUMBER 100410	4. ACRES FOR ENROLLMENT 40.0
7. COUNTY OFFICE ADDRESS (Include Zip Code): CASS COUNTY FARM SERVICE AGENCY 1665 43RD STREET SOUTH FARGO, ND 58103	5. FARM NUMBER 0000352	6. TRACT NUMBER(S) 0000486
TELEPHONE NUMBER (Include Area Code): (701)282-2157	8. OFFER (Select one) GENERAL <input checked="" type="checkbox"/> ENVIRONMENTAL PRIORITY <input type="checkbox"/>	FROM: (MM-DD-YYYY) 10/01/2012 TO: (MM-DD-YYYY) 09/30/2022

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be 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 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. **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 or CRP-2C, if applicable; and, if applicable, CRP-15.**

10A. Rental Rate Per Acre	\$45.39	11. Identification of CRP Land				
B. Annual Contract Payment	\$1816	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
C. First Year Payment		0000486	0004	CP4D	25.0	\$1638.00
(Item 10C applicable only to continuous signup when the first year payment is prorated.)		0000486	0005	CP4D	15.0	\$983.00

**12. PARTICIPANTS**

A(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): IRENE SUHR	(2) SHARE 33.34%	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE <i>Irene Suhr</i> <small>(If more than three individuals are signing, continue on attachment.)</small>	(MM-DD-YYYY) 4-3-12
B(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): CAROL SUHR	(2) SHARE 33.33%	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE <i>Carol Suhr</i> <small>(If more than three individuals are signing, continue on attachment.)</small>	(MM-DD-YYYY)
C(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): LAURA SUHR	(2) SHARE 33.33%	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE <i>Laura Suhr</i> <small>(If more than three individuals are signing, continue on attachment.)</small>	(MM-DD-YYYY)
13. CCC USE ONLY - Payments according to the shares are approved	A. SIGNATURE OF CCC REPRESENTATIVE <i>[Signature]</i>		(MM-DD-YYYY) 9-28-2012

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program contract, to assist in determining eligibility and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law Enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital and family status. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audio tapes etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

Original - County Office Copy
  Owner's Copy
  Operator's Copy



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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Barnes County, ND  
**Tuesday, November 10 from 8AM-12PM** 2020



Stock Image



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)