

DUNN COUNTY  
NORTH DAKOTA

TUESDAY, DECEMBER 29, 8AM-12PM <sup>2020</sup>

# LAND AUCTION

Timed Online



Built on Trust.

*Mineral Rights  
Included!*

200<sup>±</sup>  
acres

**AUCTIONEERS NOTE:** This farm is available to crop for the 2021 growing season! Take advantage of this great opportunity to own 200 acres of accessible land! Please note, mineral rights owned by the seller will be conveyed with the sale of this land.

📍 From Dodge, 1-1/2 miles east on Hwy. 200, 1 mile north on 76th Ave., 1/2 mile east on 7th St.

Steffes Group, Inc. | 2000 Main Avenue East, West Fargo, ND | 701.237.9173 | [SteffesGroup.com](http://SteffesGroup.com)



**Susan M. Winkelstern & Rebecca Zambito, Owners**

Contact Max Steffes at Steffes Group, 701.237.9173 or 701.212.2849 or visit at [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 guaranties expressed or implied. Information contained in this document was collected from sources deemed to be reliable and is true and correct to the best of the writer's knowledge. Auctioneers and owners will not be held responsible for advertising discrepancies or inaccuracies.

## **All ANNOUNCEMENTS ON AUCTION DAY TAKE PRECEDENCE OVER PREVIOUSLY ADVERTISED INFORMATION.**

Prospective buyers are advised to consult with an attorney of their choice with respect to the purchase of any real property including but not limited to, seeking legal advice from their own attorney regarding disclosures and disclaimers set forth below.



### **SPECIFIC TERMS FOR ONLINE ONLY AUCTION**

This is an online only auction with no buyer's premium.

Steffes Group along with their employees are seller's agents and are licensed in the state where the property is located. We strongly recommend buyers secure buyer representation, at their expense, in all real estate transactions.

Bid placed within the last 4 minutes of the auction will extend the auction an additional 4 minutes. Bid extensions continue and auction does not end until there are no bids for 4 minutes.

This property sells for cash with no owner financing. Bidders must have financing secured prior to bidding. The sale of this property IS NOT contingent on the bidder securing financing.

**The auction begins at 8AM on Tuesday, December 29, and will end at 12PM Tuesday, December 29, 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. 2021 Taxes to be paid by the Buyer.**

Subsequent taxes and or special assessments, if any, to be paid by buyer. Real Estate Taxes are subject to reassessment under new owner.

- Closing Agent Fee will be shared equally between Buyer and Seller.
- The auction sale is for registered bidders and their guests. All bidding is open to the public and the property is offered for sale to qualified purchasers without regard to sex, race, color, religion, natural origin or handicap.
- Please note the bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid.

• **THE 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.**

## This is an AUCTION! To the Highest Bidder.

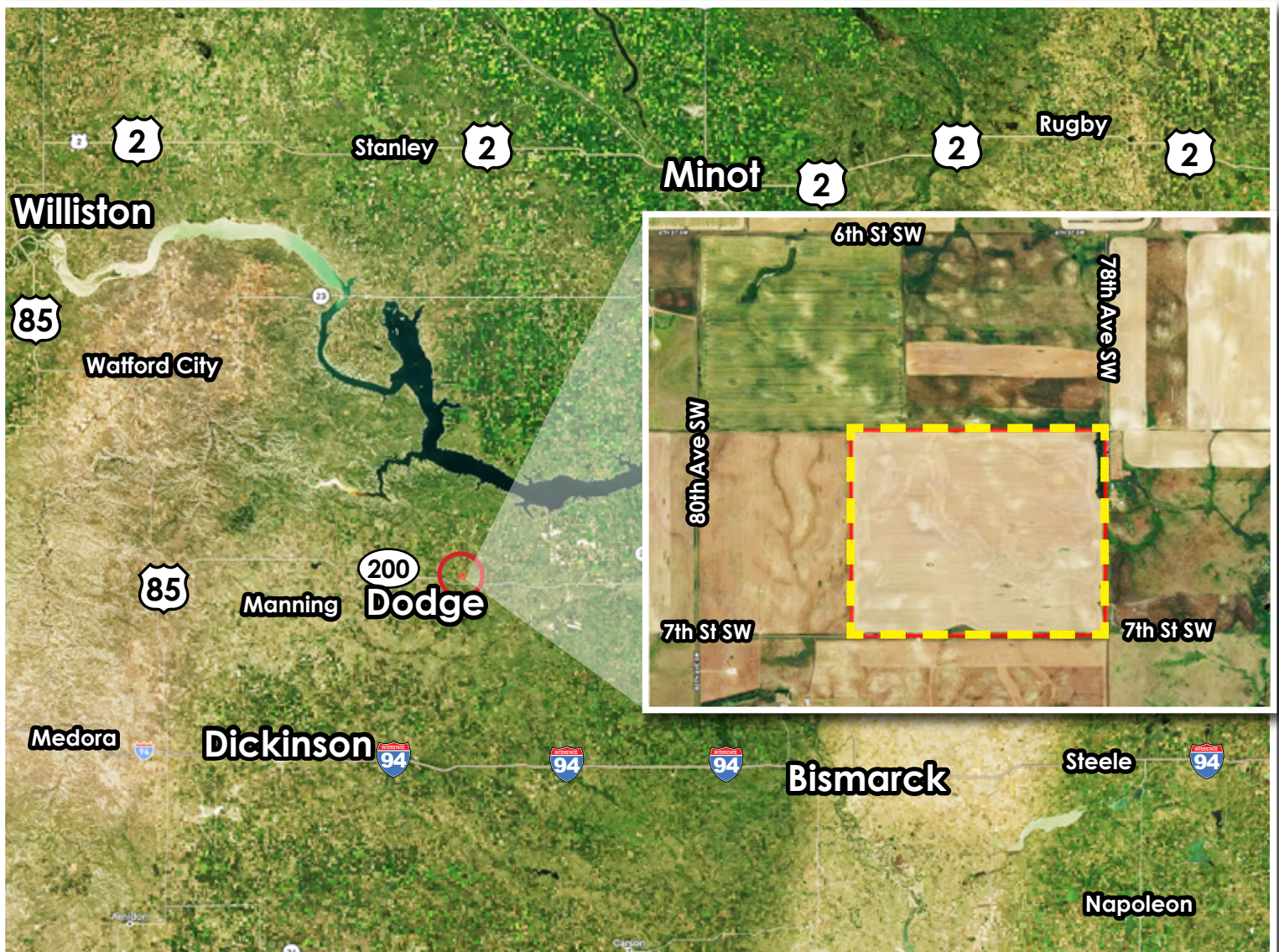
The bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid. PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!

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)



- **Description:** SE1/4 & E1/2E1/2SW1/4 Section 1-144-91
- **Total Acres:** 200± / **Cropland Acres:** 190±
- **PID #s:** 01-5801-000 & 01-5802-000
- **Soil Productivity Index:** 68
- **Soils:** Sen-Chama silt loams (65%), Williams-Bowbells loams (20%), Grail-Savage silty clay loams (9%)
- **Taxes (2020):** \$467.66

**NO US Fish & Wildlife Easement**

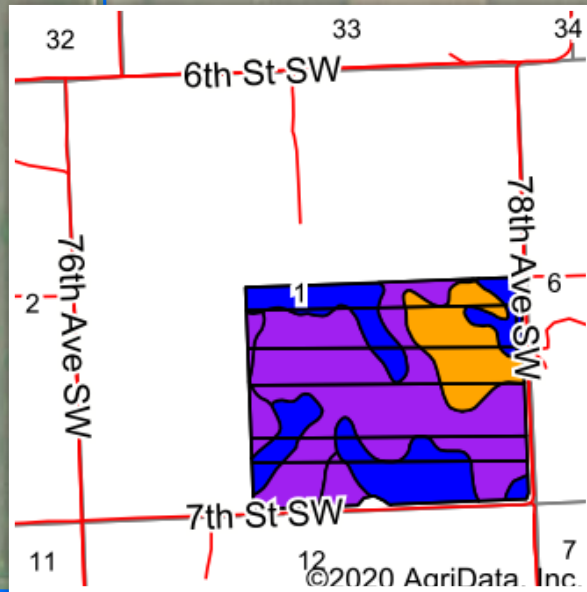
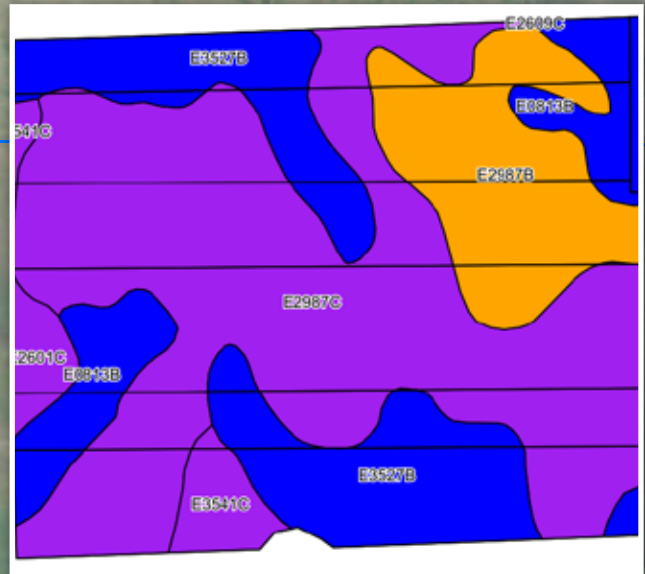
**Please Note: Mineral Rights Included**

**Common Land Unit**

- Non-Cropland
- Cropland
- Tract Boundary
- PLSS

**Wetland Determination Identifiers**

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



Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
E2987C	Sen-Chama silt loams, 6 to 9 percent slopes	97.68	51.1%		IIIe	58
E3527B	Williams-Bowbells loams, 3 to 6 percent slopes	38.70	20.3%		IIe	84
E2987B	Sen-Chama silt loams, 3 to 6 percent slopes	27.21	14.2%		IIe	72
E0813B	Grail-Savage silty clay loams, 2 to 6 percent slopes	16.64	8.7%		IIe	89
E3541C	Williams-Zahl loams, 6 to 9 percent slopes	6.70	3.5%		IIIe	60
E2601C	Amor-Cabba loams, 6 to 9 percent slopes	4.08	2.1%		IIIe	53
<b>Weighted Average</b>						<b>67.9</b>

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

**2019 DUNN COUNTY REAL ESTATE TAX STATEMENT**

**Parcel Number:** 01-5801-000  
**Jurisdiction:** COMMISSIONER AREA # 1

**Physical Location:** SUSAN M DEATRICK & REBECCA M.

**Legal Description:** SECT-01 TWP-144 RANG-091  
 REBECCA MERRIAM COLE  
 E2E2SW4

ACRES: 40.00

<b>Legislative tax relief (3-year comparison):</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Legislative tax relief	91.11	83.99	89.74
<hr/>			
<b>Tax distribution(3-year comparison):</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
True And Full Value	13,300	13,300	13,100
Taxable Value	665	665	655
Less: Homestead credit			
Disabled Veterans' credit			
Net Taxable Value	665	665	655
Mill Levy	130.240	126.990	128.650
<hr/>			
<b>Taxes By District(in dollars):</b>			
State	.67	.67	.66
County	28.09	26.87	24.86
City/Twp COMMISSIONER AREA # 1	1.00	.97	.66
School BEULAH	48.21	47.30	49.58
CWID			
FIRE DISTRIC 20	8.65	8.65	8.52
<hr/>			
Consolidated Tax	86.62	84.46	84.28
	.00	.00	.00
<b>Net consolidated tax</b>	<b>86.62</b>	<b>84.46</b>	<b>84.28</b>
<b>Net effective tax rate</b>	<b>.65%</b>	<b>.64%</b>	<b>.64%</b>

**Statement No:** 1255

**2019 TAX BREAKDOWN**

Net consolidated tax	84.28
Plus: Special Assessments	
Total tax due	84.28
Less: 5% discount	4.21
if paid by Feb. 18th	
<b>Amount due by Feb. 18th</b>	<b>80.07</b>
Or pay in two installments(with no discount)	
Payment 1: Pay by Mar. 2nd	42.14
Payment 2: Pay by Oct. 15th	42.14

Special Assessments .00  
 Specials Interest .00

**Please Indicate Address Change, if Any**

Providing a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or process the payment as a check transaction. Information from your check is used to make an electronic fund transfer, funds can be withdrawn from your account as soon as the same day you make your payment and you will not receive your check back from your financial institution.

<b>Penalty on 1st Installment &amp; Specials</b>	
March 3.....	3%
May 1.....	6%
July 1.....	9%
October 15.....	12%
Penalty on 2nd Installment	
October 16.....	6%

**FOR ASSISTANCE, CONTACT:**

Office: Dunn County Treasurer  
 Phone: 701-573-4446  
 Website: www.dunncountynd.org

Credit cards, debit cards and checks will be accepted at the office or www.dunncountynd.org

Service Fees will apply to all credit/debit card payments and echecks.

**2019 DUNN COUNTY REAL ESTATE TAX STATEMENT**

**Parcel Number:** 01-5802-000  
**Jurisdiction:** COMMISSIONER AREA # 1

**Physical Location:** SUSAN MERRIAM & REBECCA ZAMBIA

**Legal Description:** SECT-01 TWP-144 RANG-091  
 SE4

ACRES: 160.00

<b>Legislative tax relief (3-year comparison):</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Legislative tax relief	400.04	368.81	408.26
<hr/>			
<b>Tax distribution(3-year comparison):</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
True And Full Value	58,400	58,400	59,600
Taxable Value	2,920	2,920	2,980
Less: Homestead credit			
Disabled Veterans' credit			
Net Taxable Value	2,920	2,920	2,980
Mill Levy	130.240	126.990	128.650
<hr/>			
<b>Taxes By District(in dollars):</b>			
State	2.92	2.92	2.98
County	123.34	117.97	113.09
City/Twp COMMISSIONER AREA # 1	4.38	4.26	2.98
School BEULAH	211.70	207.70	225.59
CWID			
FIRE DISTRIC 20	37.96	37.96	38.74
<hr/>			
Consolidated Tax	380.30	370.81	383.38
	.00	.00	.00
<b>Net consolidated tax</b>	<b>380.30</b>	<b>370.81</b>	<b>383.38</b>
<b>Net effective tax rate</b>	<b>.65%</b>	<b>.63%</b>	<b>.64%</b>

**Statement No:** 5507

**2019 TAX BREAKDOWN**

Net consolidated tax	383.38
Plus: Special Assessments	
Total tax due	383.38
Less: 5% discount	19.16
if paid by Feb. 18th	
<b>Amount due by Feb. 18th</b>	<b>364.22</b>
Or pay in two installments(with no discount)	
Payment 1: Pay by Mar. 2nd	191.69
Payment 2: Pay by Oct. 15th	191.69

Special Assessments .00  
 Specials Interest .00

**Please Indicate Address Change, if Any**

Providing a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or process the payment as a check transaction. Information from your check is used to make an electronic fund transfer, funds can be withdrawn from your account as soon as the same day you make your payment and you will not receive your check back from your financial institution.

<b>Penalty on 1st Installment &amp; Specials</b>	
March 3.....	3%
May 1.....	6%
July 1.....	9%
October 15.....	12%
Penalty on 2nd Installment	
October 16.....	6%

**FOR ASSISTANCE, CONTACT:**

Office: Dunn County Treasurer  
 Phone: 701-573-4446  
 Website: www.dunncountynd.org

Credit cards, debit cards and checks will be accepted at the office or www.dunncountynd.org

Service Fees will apply to all credit/debit card payments and echecks.

North Dakota  
Dunn

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

**FARM: 3480**  
Prepared: 11/20/20 3:58 PM  
Crop Year: 2020  
Page:

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: 4027      Description EESW, SE1 144 91

FSA Physical Location :   Dunn, ND                      ANSI Physical Location: Dunn, ND

BIA Range Unit Number:

HEL Status:   NHFL: no agricultural commodity planted on undetermined fields

Wetland Status:   Tract contains a wetland or farmed wetland

WL Violations:   None

<b>Farmland</b>	<b>Cropland</b>	<b>DCP Cropland</b>	<b>WBP</b>	<b>WRP</b>	<b>EWP</b>	<b>CRP Cropland</b>	<b>GRP</b>
191.03	189.68	189.68	0.0	0.0	0.0	0.0	0.0
<b>State Conservation</b>	<b>Other Conservation</b>	<b>Effective DCP Cropland</b>	<b>Double Cropped</b>	<b>MPL/FWP</b>	<b>Native Sod</b>		
0.0	0.0	189.68	0.0	0.0	0.0		

<b>Crop</b>	<b>Base Acreage</b>	<b>PLC Yield</b>	<b>CCC-505 CRP Reduction</b>
WHEAT	124.0	25	0.00
SUNFLOWERS	19.2	1225	0.00
SAFFLOWER	3.8	945	0.00
BARLEY	28.9	32	0.00
CANOLA	3.8	913	0.00
<b>Total Base Acres:</b>	<b>179.7</b>		

Owners: ZAMBITO, REBECCA

MERRIAM, SUSAN M

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:

Dunn County, ND  
**TUESDAY, DECEMBER 29, 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)