

BURKE COUNTY
NORTH DAKOTA

Opens March 4, 8AM
CLOSES: THURSDAY, MARCH 4, 12PM 2021

LAND AUCTION

Timed Online



260_±
acres

AUCTIONEER'S NOTE: This land auction features two tracts of land including cropland and CRP! Tract 1 is located west of Columbus, ND along the highway and includes a cellphone tower with a generous annual lease payment. The new buyer will assume this lease and future payments. Tract 2 is adjacent to the international border and is enrolled into CRP through 2027 with over \$3,000 in annual income. This land is available to farm for the 2021 season.

LOCATION: T1: 2 miles west of Jct. ND Hwy. 5 & Hwy. 40 near Columbus, ND T2: approx. 7 miles north of Columbus, ND adjacent to the US/Canadian border. Land may be inaccessible during winter months.

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

Dakota Grain Exchange, LLC | Daniel Durick, Owner

Contact Max Steffes at Steffes Group, 701.237.9173 or 701.212.2849 or visit at 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 and will end at 12PM Thursday, March 4, 2021.

- 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 SELLER. 2021 Taxes to be paid by 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

The Seller reserves 100% of all mineral rights, if any.

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

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.

Multi-Tract 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

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



More Photos

00:04:00

US \$115,000.00 (5 bids)



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Taxes (*15): \$978.47



More Photos

00:04:00

US \$115,000.00 (5 bids)



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!

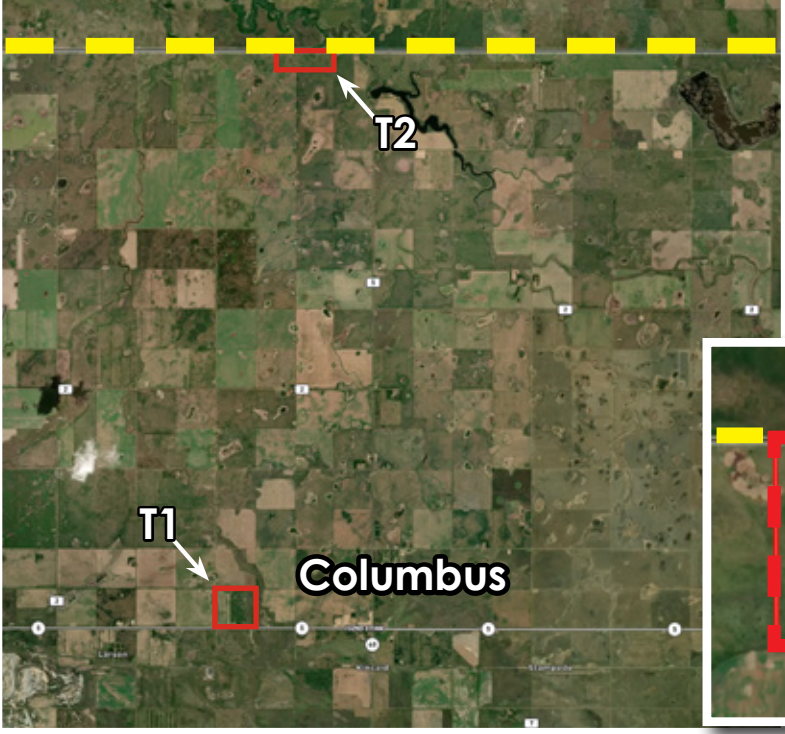
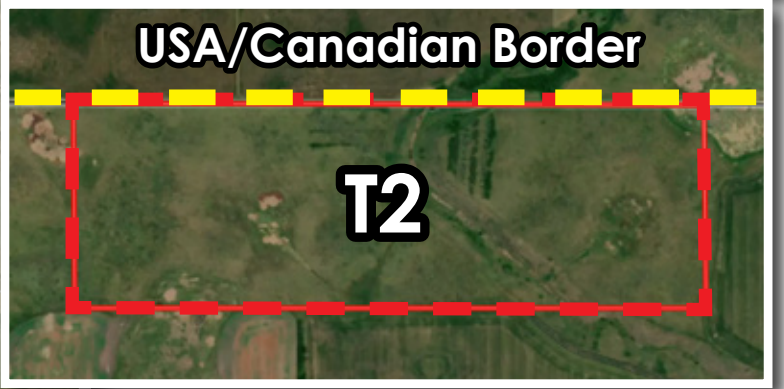
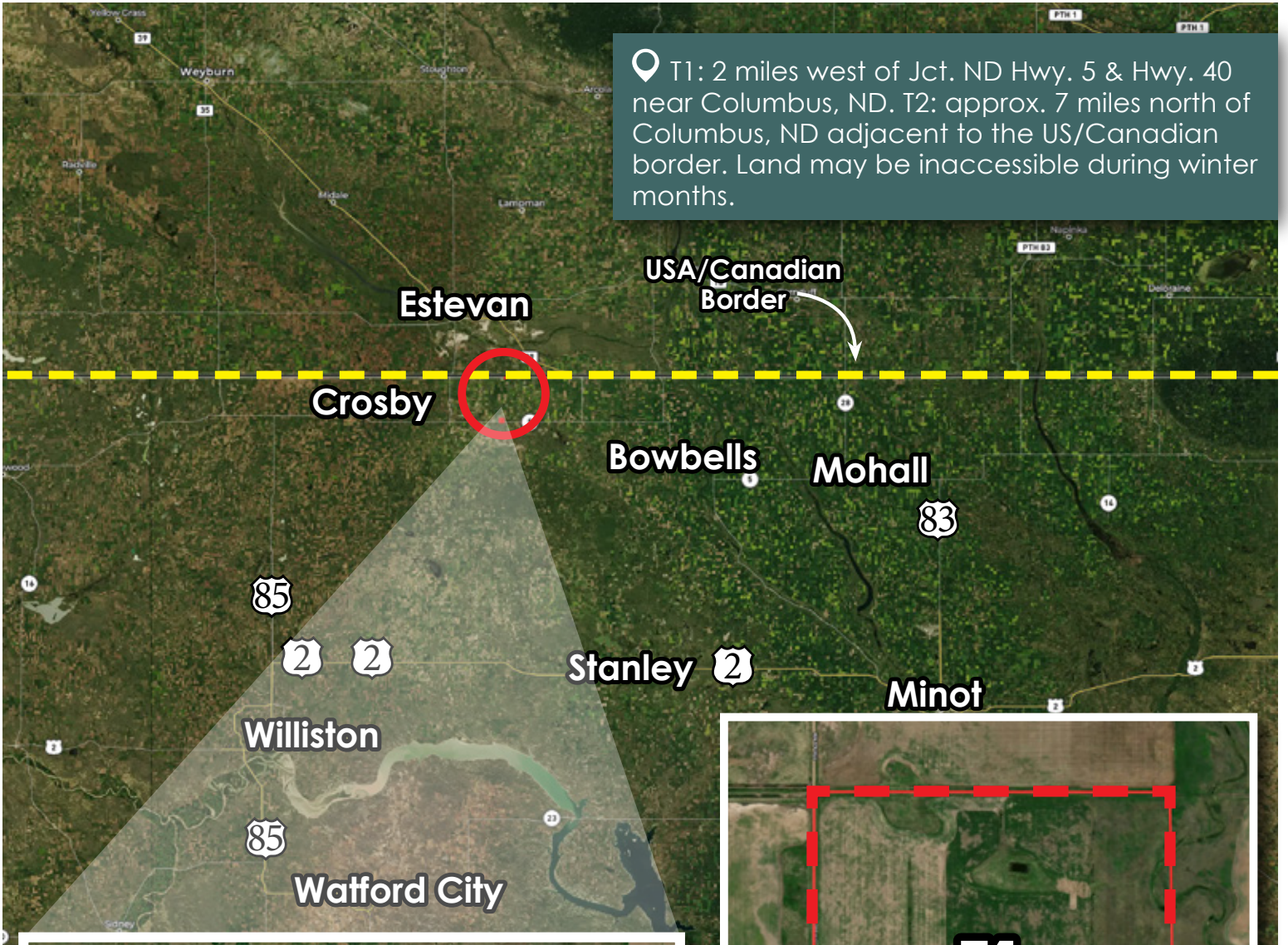


Lots with this symbol are linked together throughout the entire auction and will close together.

Notes:



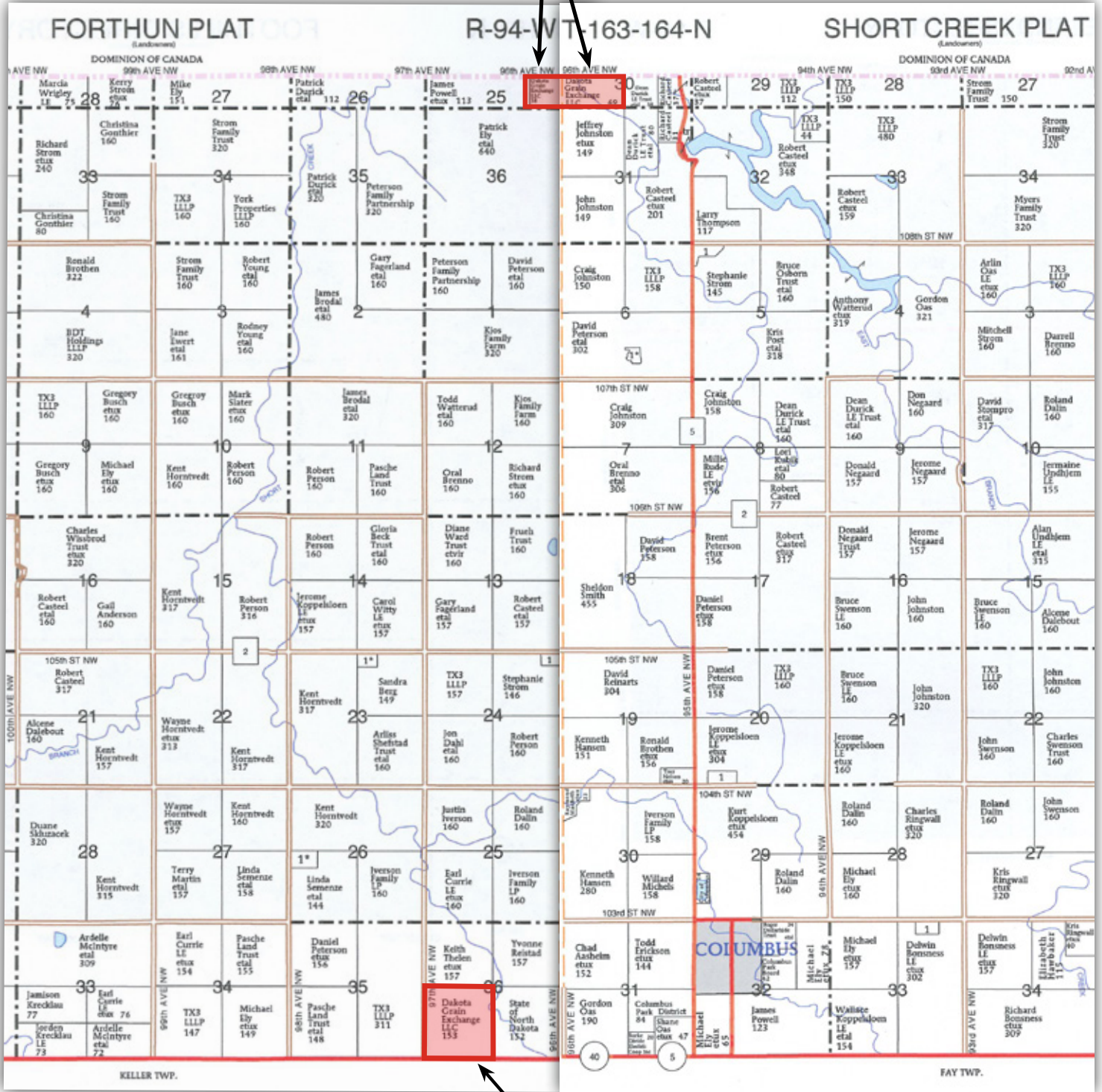
📍 T1: 2 miles west of Jct. ND Hwy. 5 & Hwy. 40 near Columbus, ND. T2: approx. 7 miles north of Columbus, ND adjacent to the US/Canadian border. Land may be inaccessible during winter months.



T-163-164-N

T2

R-93-W



T1

Short Creek & Forthun Townships

Total Acres: 260± • Cropland Acres: 225± • To Be Sold In 2 Tracts!

Description: SW1/4 LESS 3.07A RR RW Section 36-163-94 • **Total Acres:** 153± • **Cropland Acres:** 140±

Tillable Cropland Acres: 109± • **CRP Cropland Acres:** 31.40± (31.40±AC @ \$26.80/AC or \$842 annually. Expires 09/30/2022)

PID #: 06449000 • **Soil Productivity Index:** 54.3 • **Soils:** Miranda-Noonan loams (55%), Noonan-Niobell loams (19%), Williams-Zahl complex (7%) • **Taxes (2020):** \$558.86 • **Tower Lease Income (2021 Payment):** \$7,935 annually through 2024.

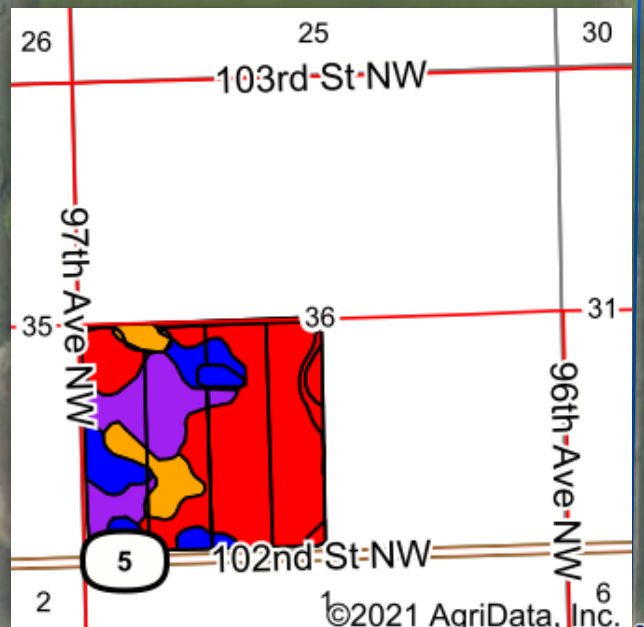
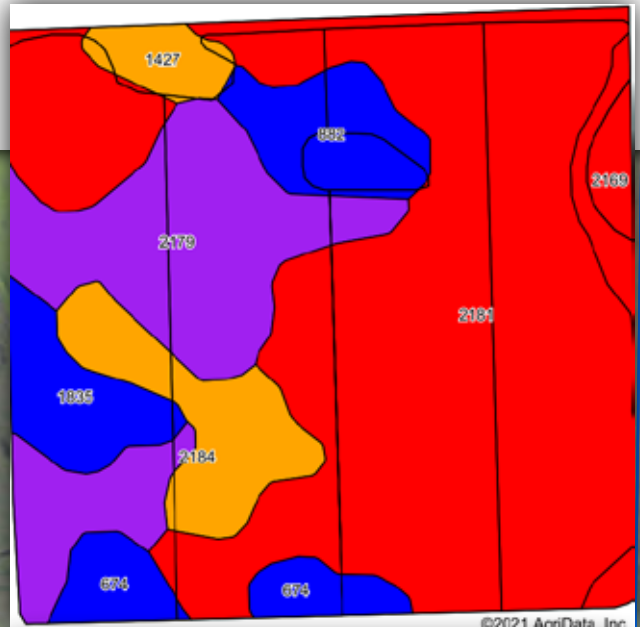
3rd 5 year renewal term Payment: \$9,125/yr. • **4th 5 year renewal term Payment:** \$10,494/yr.

Wetland Determination Identifiers

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

Common Land Unit

- ▭ Tract Boundary
- ▭ Non-Cropland
- ▭ PLSS



Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
2181	Miranda-Noonan loams, 0 to 3 percent slopes	81.71	54.8%	VI	VI	44
2179	Noonan-Niobell loams, 0 to 6 percent slopes	27.56	18.5%	IV	IV	57
2184	Williams-Zahl complex, 3 to 6 percent slopes	10.14	6.8%	III	III	71
882	Hamerly-Tonka complex, 0 to 3 percent slopes	8.02	5.4%	II	II	83
1835	Tonka silt loam, 0 to 1 percent slopes	6.81	4.6%	II	II	81
674	Farnuf loam, 0 to 2 percent slopes	6.32	4.2%	II	II	87
2169	Harriet, Regan, and Stirum soils, 0 to 2 percent slopes	5.25	3.5%	VI	VI	37
1427	Parnell silty clay loam, 0 to 1 percent slopes	3.39	2.3%	III	III	73
Weighted Average						54.3

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

2020 Burke County Real Estate Tax Statement

DAKOTA GRAIN EXCHANGE, LLC

Taxpayer ID: 821013

Parcel Number
06449000

Owner
DAKOTA GRAIN EXCHANGE
LLC

Jurisdiction
29-001-03-00-02

Physical Location
FORTHUN TWP.

Legal Description
SW/4 LESS 3.07 A. RR. RW.
(36-163-94)

Legislative tax relief (3-year comparison):	2018	2019	2020
Legislative tax relief	102.41	83.56	87.18
Tax distribution (3-year comparison):	2018	2019	2020
True and full value	68,187	68,187	52,495
Taxable value	3,409	3,409	2,625
Less: Homestead credit	0	0	0
Disabled Veterans credit	0	0	0
Net taxable value	3,409	3,409	2,625
Total mill levy	200.55	209.14	212.90
Taxes By District (in dollars):			
County	227.74	225.78	173.32
City/Township	58.94	58.94	47.25
School (after state reduction)	376.87	391.29	309.41
Fire	0.00	16.57	13.07
Ambulance	16.70	16.98	13.18
State	3.41	3.41	2.63
Consolidated Tax	683.66	712.97	558.86
Net Effective tax rate	1.00%	1.05%	1.06%

2020 TAX BREAKDOWN

Net consolidated tax	558.86
Plus: Special assessments	<u>0.00</u>
Total tax due	558.86
Less 5% discount, if paid by Feb. 15, 2021	<u>27.94</u>
Amount due by Feb. 15, 2021	<u>530.92</u>

(If your mortgage company pays your property taxes, then this is an informational statement only.)

Or pay in two installments (with no discount):

Payment 1: Pay by Mar. 1st	279.43
Payment 2: Pay by Oct. 15th	279.43

Parcel Acres:

Agricultural	153.03 acres
Residential	0.00 acres
Commercial	0.00 acres

Special assessments:
No Special Assessment details available

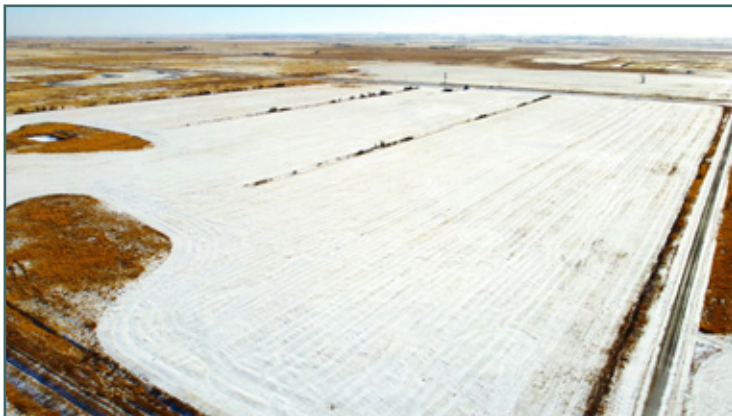
Notes:

Penalty Dates for Specials & Payment 1
 March 2: 3% May 1: 6%
 July 1: 9% Oct 15: 12%

Penalty for Payment 2.....Oct 16: 6%
 Add 12% Interest per Year delinquent

FOR ASSISTANCE, CONTACT:

Office: Sheila Burns, Treasurer
 PO Box 340
 Bowbells, ND 58721-0340
 Phone: (701) 377-2917



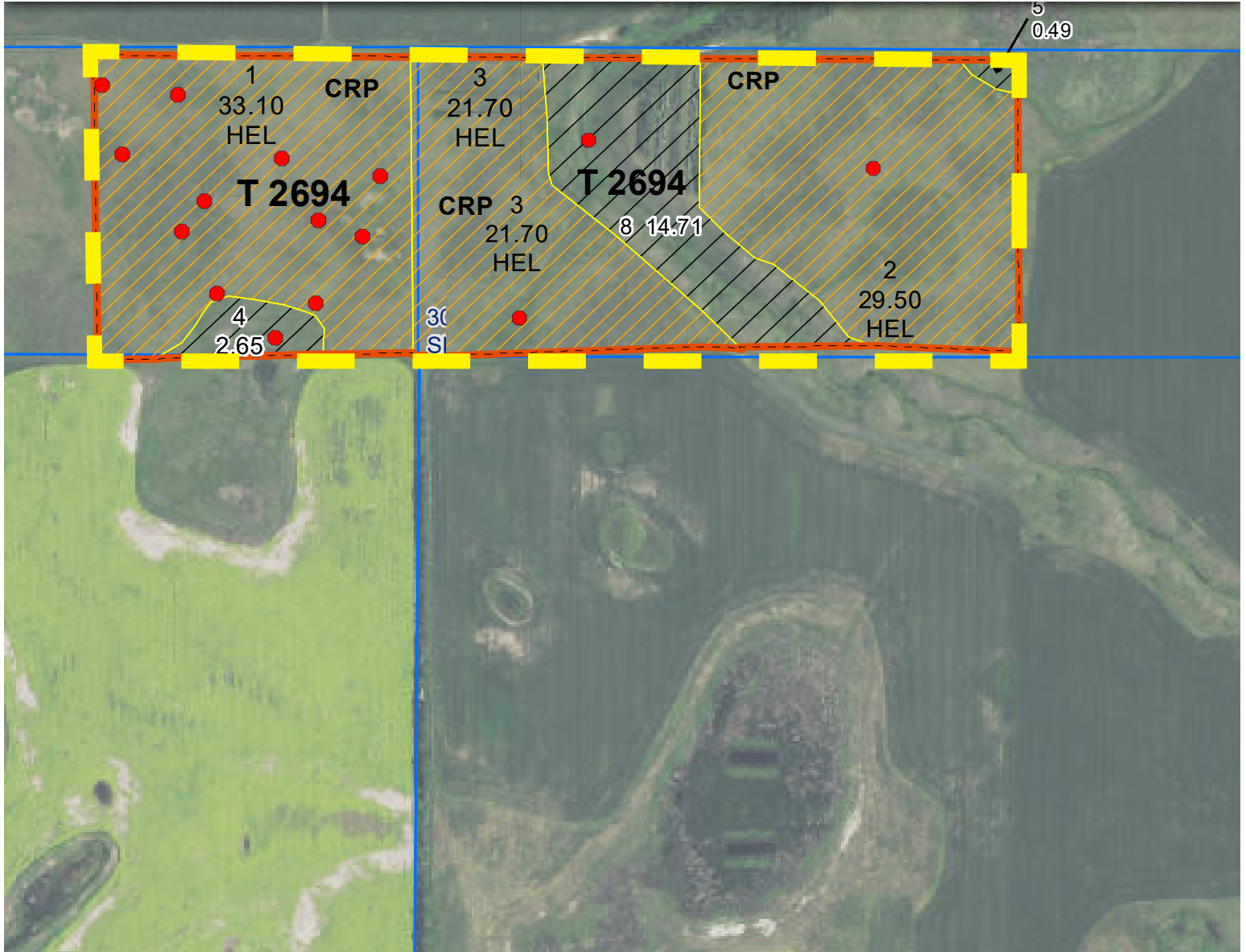
Description: Gov't Lot 1 Section 25-164-94 & Gov't Lots 3 & 4 Section 30-164-93 • **Total Acres:** 107± • **CRP Cropland Acres:** 84.3± (84.3±AC @ \$39.36/AC or \$3,318 annually. Expires 09/30/2027) • **PID #'s:** 06184000 & 06451000 • **Taxes (2020):** \$412.63

Wetland Determination Identifiers

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

Common Land Unit

- ▭ Tract Boundary
- ▭ Non-Cropland
- ▭ PLSS



2020 Burke County Real Estate Tax Statement

DAKOTA GRAIN EXCHANGE, LLC
 Taxpayer ID: 821013

Parcel Number	Jurisdiction		
06184000	28-036-03-00-02		
Owner	Physical Location		
DAKOTA GRAIN EXCHANGE LLC	SHORT CREEK TWP.		
Legal Description			
LOTS 3 & 4 (30-164-93)			
Legislative tax relief			
(3-year comparison):	2018	2019	2020
Legislative tax relief	122.79	114.62	130.24
Tax distribution (3-year comparison):			
	2018	2019	2020
True and full value	29,565	29,565	30,200
Taxable value	1,478	1,478	1,510
Less: Homestead credit	0	0	0
Disabled Veterans credit	0	0	0
Net taxable value	1,478	1,478	1,510
Total mill levy	169.03	173.49	174.24
Taxes By District (in dollars):			
County	98.75	97.90	99.70
City/Township	25.55	26.06	27.15
School (after state reduction)	116.80	116.46	119.65
Fire	0.00	7.18	7.52
Ambulance	7.24	7.36	7.58
State	1.48	1.48	1.51
Consolidated Tax	249.82	256.44	263.11
Net Effective tax rate	0.84%	0.87%	0.87%

2020 TAX BREAKDOWN

Net consolidated tax	263.11
Plus: Special assessments	<u>0.00</u>
Total tax due	263.11
Less 5% discount, if paid by Feb. 15, 2021	<u>13.16</u>
Amount due by Feb. 15, 2021	<u>249.95</u>

(If your mortgage company pays your property taxes, then this is an informational statement only.)

Or pay in two installments (with no discount):
 Payment 1: Pay by Mar. 1st 131.56
 Payment 2: Pay by Oct. 15th 131.55

Parcel Acres:
 Agricultural 68.97 acres
 Residential 0.00 acres
 Commercial 0.00 acres

Special assessments:
 No Special Assessment details available

Notes:
 Penalty Dates for Specials & Payment 1
 March 2: 3% May 1: 6%
 July 1: 9% Oct 15: 12%
 Penalty for Payment 2.....Oct 16: 6%
 Add 12% Interest per Year delinquent

FOR ASSISTANCE, CONTACT:
 Office: Sheila Burns, Treasurer
 PO Box 340
 Bowbells, ND 58721-0340
 Phone: (701) 377-2917



2020 Burke County Real Estate Tax Statement

DAKOTA GRAIN EXCHANGE, LLC

Taxpayer ID: 821013

Parcel Number
06451000

Owner
DAKOTA GRAIN EXCHANGE
LLC

Legal Description
LOT 1
(25-164-94)

Jurisdiction
29-036-03-00-02

Physical Location
FORTHUN TWP.

2020 TAX BREAKDOWN

Net consolidated tax	149.52
Plus: Special assessments	<u>0.00</u>
Total tax due	149.52
Less 5% discount, if paid by Feb. 15, 2021	<u>7.48</u>
Amount due by Feb. 15, 2021	<u>142.04</u>

(If your mortgage company pays your property taxes, then this is an informational statement only.)

Or pay in two installments (with no discount):

Payment 1: Pay by Mar. 1st	74.76
Payment 2: Pay by Oct. 15th	74.76

Legislative tax relief (3-year comparison):

	2018	2019	2020
Legislative tax relief	71.28	66.53	74.00

Parcel Acres:

Agricultural	37.66 acres
Residential	0.00 acres
Commercial	0.00 acres

Tax distribution (3-year comparison):

	2018	2019	2020
True and full value	17,165	17,165	17,165
Taxable value	858	858	858
Less: Homestead credit	0	0	0
Disabled Veterans credit	0	0	0
Net taxable value	858	858	858
Total mill levy	169.03	173.15	174.26
Taxes By District (in dollars):			
County	57.33	56.83	56.66
City/Township	14.83	14.83	15.44
School (after state reduction)	67.81	67.60	67.98
Fire	0.00	4.17	4.27
Ambulance	4.20	4.27	4.31
State	0.86	0.86	0.86

Special assessments:
No Special Assessment details available

Notes:
Penalty Dates for Specials & Payment 1
 March 2: 3% May 1: 6%
 July 1: 9% Oct 15: 12%
Penalty for Payment 2.....Oct 16: 6%
Add 12% Interest per Year delinquent

FOR ASSISTANCE, CONTACT:

Office: Sheila Burns, Treasurer
PO Box 340
Bowbells, ND 58721-0340
Phone: (701) 377-2917

Consolidated Tax	145.03	148.56	149.52
Net Effective tax rate	0.84%	0.87%	0.87%



CRP-1 (10-22-15) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT	1. ST. & CO CODE & ADMIN. LOCATION 38 013	2. SIGN-UP NUMBER 43
	3. CONTRACT NUMBER 10039B	4. ACRES FOR ENROLLMENT 31.40

7A. COUNTY OFFICE ADDRESS (Include Zip Code) BURKE COUNTY FARM SERVICE AGENCY PO BOX 249 BOWBELLS, ND 58721-0249	5. FARM NUMBER 4568	6. TRACT NUMBER(S) 4344
	8. OFFER (Select one) GENERAL <input checked="" type="checkbox"/> ENVIRONMENTAL PRIORITY <input type="checkbox"/>	9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2012 TO: (MM-DD-YYYY) 09-30-2022

7B. TELEPHONE NUMBER (Include Area Code): (701) 377-2983

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

10A. Rental Rate Per Acre	\$ 26.80	11. Identification of CRP Land (See Page 2 for additional space)				
10B. Annual Contract Payment	\$ 842	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
10C. First Year Payment	\$	4344	0004	CP4D	31.40	\$ 2,072
<i>(Item 10C applicable only to continuous signup when the first year payment is prorated.)</i>						

12. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)
	100.00%	<i>[Signature]</i>	3/28/17
	(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)
	0.00%	by DANIEL K. DEWICK President <i>[Signature]</i>	3/28/17
C(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)
	%	RECEIVED MAR 29 2017 BURKE COUNTY FSA OFFICE	

13. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE <i>[Signature]</i>	B. DATE (MM-DD-YYYY) 3-29-2017
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NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a as amended). The information requested on this form is 7 CFR Part 1410, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

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

CRP-1 (10-22-15) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT	1. ST. & CO CODE & ADMIN. LOCATION 38 013	2. SIGN-UP NUMBER 42
	3. CONTRACT NUMBER 1212B	4. ACRES FOR ENROLLMENT 84.30
7A. COUNTY OFFICE ADDRESS (Include Zip Code) BURKE COUNTY FARM SERVICE AGENCY PO BOX 249 BOWBELLS, ND 58721-0249	5. FARM NUMBER 4568	6. TRACT NUMBER(S) 2694
	8. OFFER (Select one) GENERAL <input type="checkbox"/> ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/>	9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2012 TO: (MM-DD-YYYY) 09-30-2027
7B. TELEPHONE NUMBER (Include Area Code): (701) 377-2983		
THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (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 the 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; CRP-2C; or CRP-2G.		

10A. Rental Rate Per Acre	\$ 39.36	11. Identification of CRP Land (See Page 2 for additional space)				
10B. Annual Contract Payment	\$ 3,318	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
10C. First Year Payment	\$	2694	1	CP37	33.10	\$ 1,655
(Item 10C applicable only to continuous signup when the first year payment is prorated.)		2694	2	CP37	29.50	\$ 0
		2694	3	CP37	21.70	\$ 0

12. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)
	100.00%	<i>[Signature]</i>	3/28/17
B(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)
	0.00%	by DANIEL K DURICK President <i>[Signature]</i>	3/28/17
C(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)
	%		
13. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE <i>[Signature]</i>		B. DATE (MM-DD-YYYY) 3-29-2017

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1410, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

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

RECEIVED
MAR 29 2017
BURKE COUNTY FSA OFFICE
BOWBELLS ND 58721

FARM: 5065

North Dakota

U.S. Department of Agriculture

Prepared: 1/27/21 2:11 PM

Burke

Farm Service Agency

Crop Year: 2021

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.

Tract Number: 4345 Description W2, W2E2SW 36-163-94

FSA Physical Location : Burke, ND

ANSI Physical Location: Burke, ND

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Recon Number

Wetland Status: Tract contains a wetland or farmed wetland

2013- 31

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
115.22	108.19	108.19	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	108.19	0.0	0.0	0.0		

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	12.8	28	0.00
OATS	4.9	45	0.00
BARLEY	1.4	33	0.00

North Dakota U.S. Department of Agriculture FARM: 4568
 Burke Farm Service Agency Prepared: 1/27/21 2:10 PM
 Report ID: FSA-156EZ Abbreviated 156 Farm Record Crop Year: 2021
 Page: 1 of 2

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Tract Number: 2694 Description SSW-30-164-93 SESE-25-164-94
 FSA Physical Location : Burke, ND ANSI Physical Location: Burke, 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
102.15	84.3	84.3	0.0	0.0	0.0	84.3	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod		
0.0	0.0	0.0	0.0	0.0	0.0		
Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction				
BARLEY	0.0	0	0.02				

Owners: DAKOTA GRAIN EXCHANGE LLC
 Other Producers: None

North Dakota U.S. Department of Agriculture FARM: 4568
 Burke Farm Service Agency Prepared: 1/27/21 2:10 PM
 Report ID: FSA-156EZ Abbreviated 156 Farm Record Crop Year: 2021
 Page: 2 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.

Tract Number: 4344 Description E2E2SW 36-163-94
 FSA Physical Location : Burke, ND ANSI Physical Location: Burke, 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

Recon Number
 2013- 31

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
33.98	31.4	31.4	0.0	0.0	0.0	31.4	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod		
0.0	0.0	0.0	0.0	0.0	0.0		

Owners: DAKOTA GRAIN EXCHANGE 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 received 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:

BURKE COUNTY NORTH DAKOTA



SteffesGroup.com

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

Grand Forks, ND 58201
701.203.8400 P

Watford City, ND 58854
701.580.2426 P

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

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

1688 Hwy 9
Larchwood, IA 51241
712.477.2577 F
712.477.2144 P

Ames, IA 50010
515.432.6000 P

Mason City, IA 50401
641.423.1947

Lexington, NE 68850
308.217.4508