

BILLINGS COUNTY
NORTH DAKOTA

Tuesday, November 23 | 11AM MST 2021

LAND AUCTION

Live On-Site!

Belfield, ND

Here's an opportunity to purchase a section of pasture in two tracts with good water and natural topography providing excellent natural shelter for livestock. The land is located approximately 20 miles northeast of Belfield and 4 miles east of US Hwy. 85. This land features well-maintained fence lines, and roads adjoining the property. The acres sell free and clear of any lease agreements for the 2022 grazing year.



**640±
acres**

To be sold in 2 tracts!

From Belfield, north 23 miles on US Hwy. 85, east 3 miles on 14th St. SW, proceed north 1 mile on 126th Ave., east 2 miles on 13th St., south 1/2 mile on 124th Ave., Tract 1 to the west, Tract 2 to the east.
Auction Location: Holiday Inn Express, 103 14th St W, Dickinson, ND 58601

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

Nick Symionow Revocable Living Trust, Owner. Wells Fargo Bank, N.A., Trustee
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 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.



- All bidders must register their name, address, and telephone number in order to receive a bidding number.
- Auction staff will be at the sale site approximately one hour prior to sale time. 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 the Steffes Group Auction Trust Account as good faith money until closing.
- Bidders who wish **to bid online** must register their name, address, and telephone number at least 48 hours prior to the auction in order to be approved to bid online.
- 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 with cashier's check at closing on or before **Friday, January 7th, 2022**.
- Seller will provide up-to-date date abstracts at their expense and will convey property by **Warranty Deed**.
- **2021 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.
- 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 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.

- **THE PROPERTY WILL BE SOLD SUBJECT TO OWNER 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, express 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 to either 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.

CLOSING

The successful bidder will be required, at the close of the auction, to complete the Earnest Money Receipt and Purchase Agreement. A sample contract is included in this Prospectus. Balance of the purchase price must **be paid in full at closing**. Closing will take place at a professional closing company mutually agreeable to both Buyer & Seller.

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.

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

POSSESSION

Possession will be at closing 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 wells.

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.

Selling Choice with the Privilege

Tracts #1 & 2 will be sold so much an acre X the multiplier (acres) for each tract and will be sold Choice with the Privilege, whereas the high bidder may take any or all tracts or any combination of tracts, in any order, for their high bid. This will continue until all tracts are sold.

The bidding will continue at the auctioneer's discretion and only one break will be taken unless another break is requested by interested parties or if the auctioneer deems necessary.

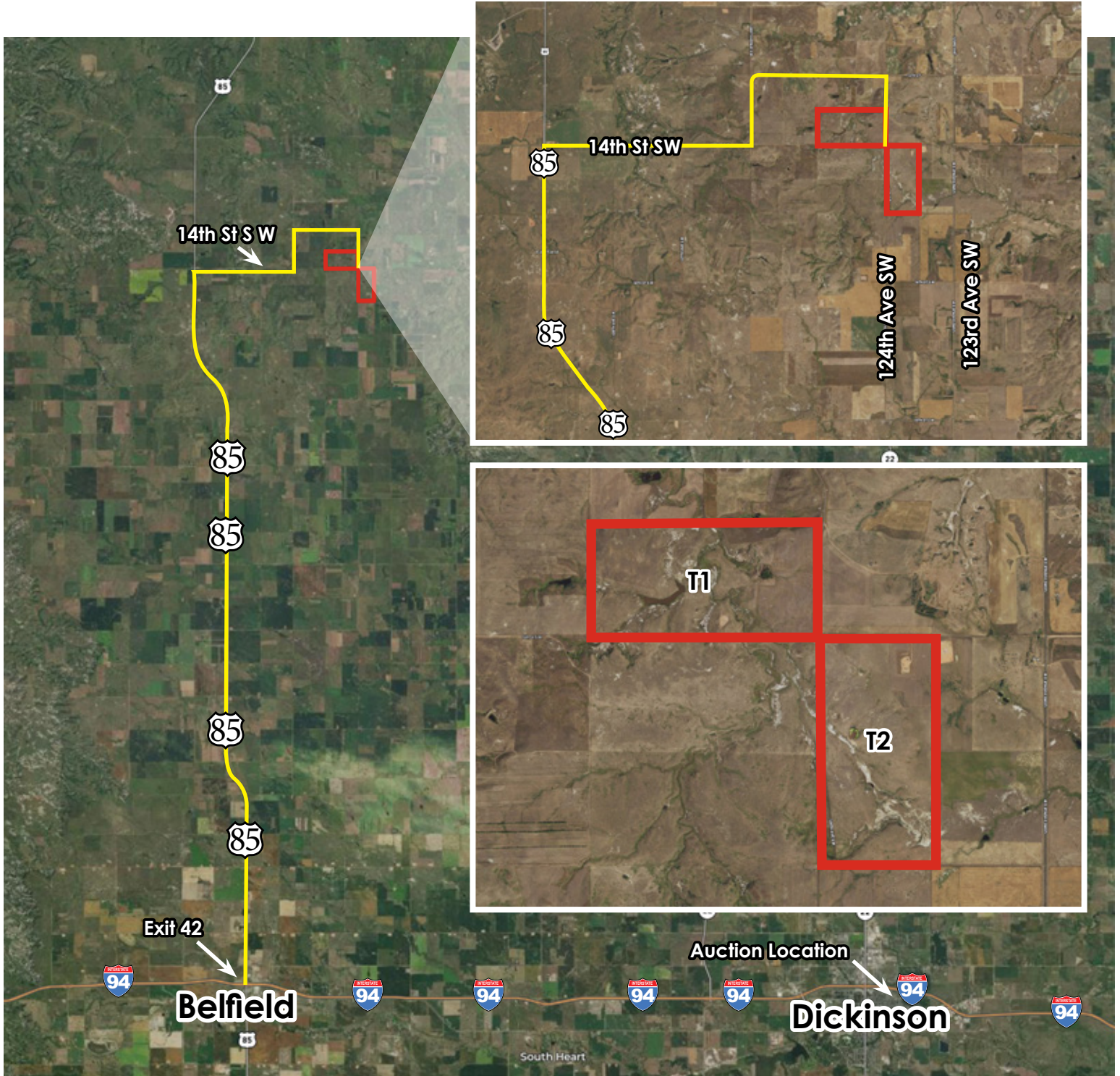
Sample Multi-Tract Bidding Grid. This is an AUCTION! To the Highest Bidder.

	Multiplier (Acres)		High Bidder Price	Purchase Price
Tract #1	320± Acres (Multiplier)	X	TBD	TBD
Tract #2	320± Acres (Multiplier)	X	TBD	TBD



NOVEMBER 2021

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	<i>Live 23 Auction</i>	24	25	26	27
28	29	30				

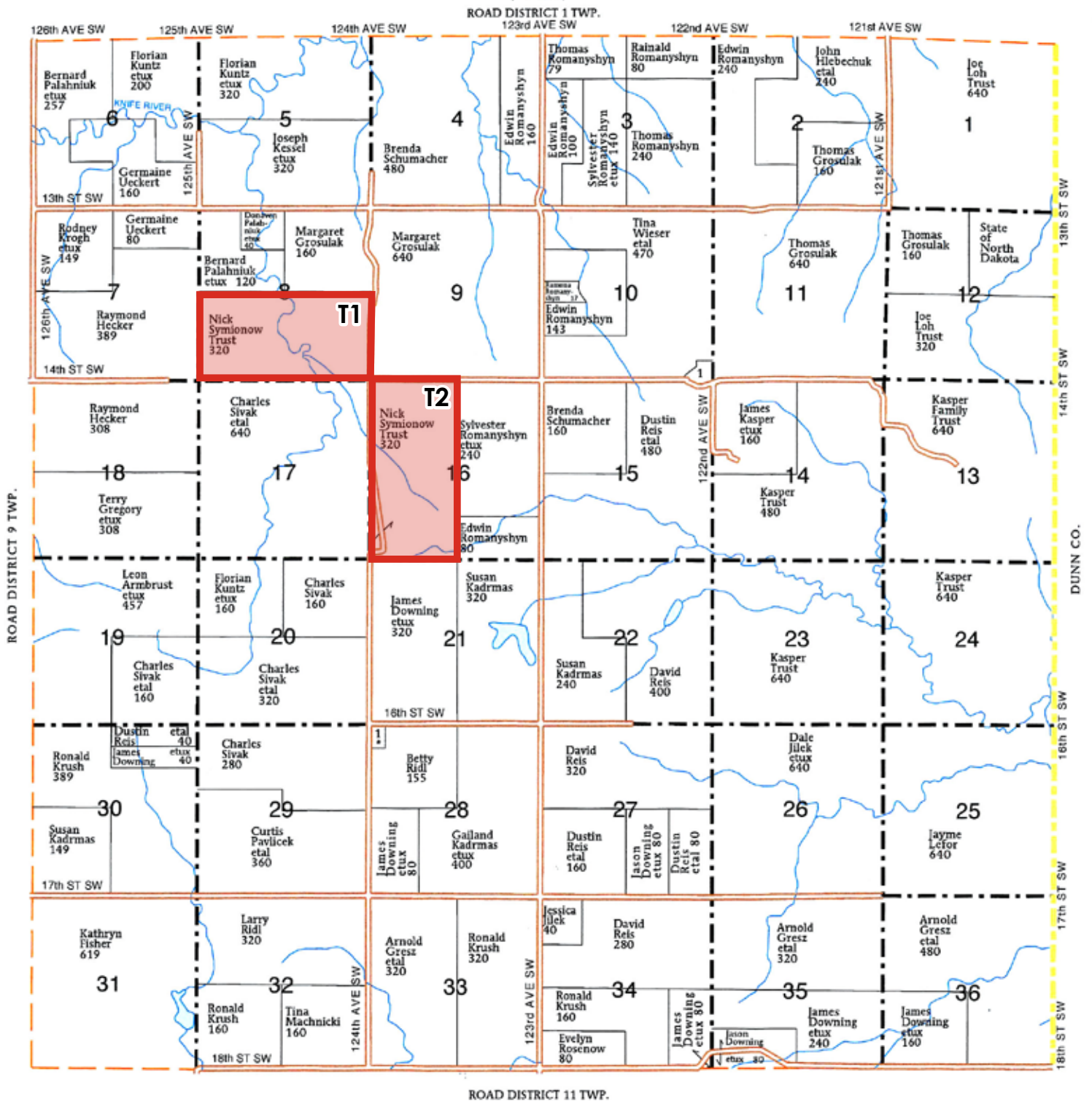


Land Location: From Belfield, north 23 miles on US Hwy. 85, east 3 miles on 14th St. SW, proceed north 1 mile on 126th Ave., east 2 miles on 13th St., south 1/2 mile on 124th Ave., Tract 1 to the west, Tract 2 to the east.
Auction Location: Holiday Inn Express, 103 14th St W, Dickinson, ND 58601

T-143-N

ROAD DISTRICT 10 PLAT

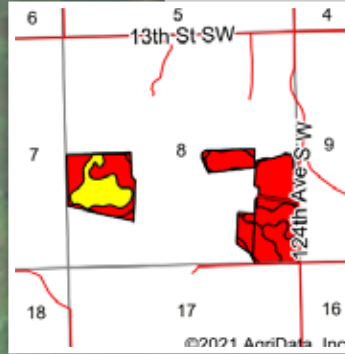
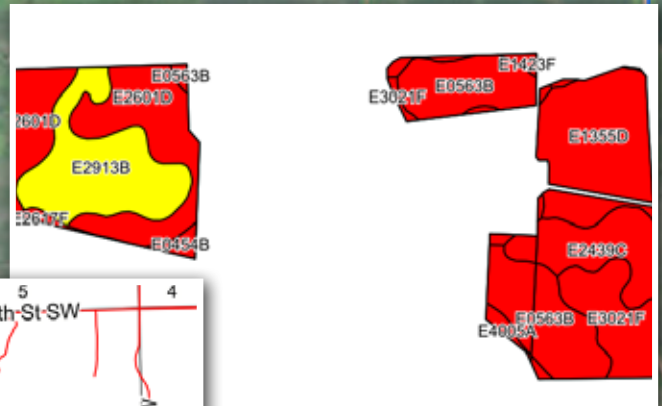
R-98-W



North Billings Township, Sections 8 & 16

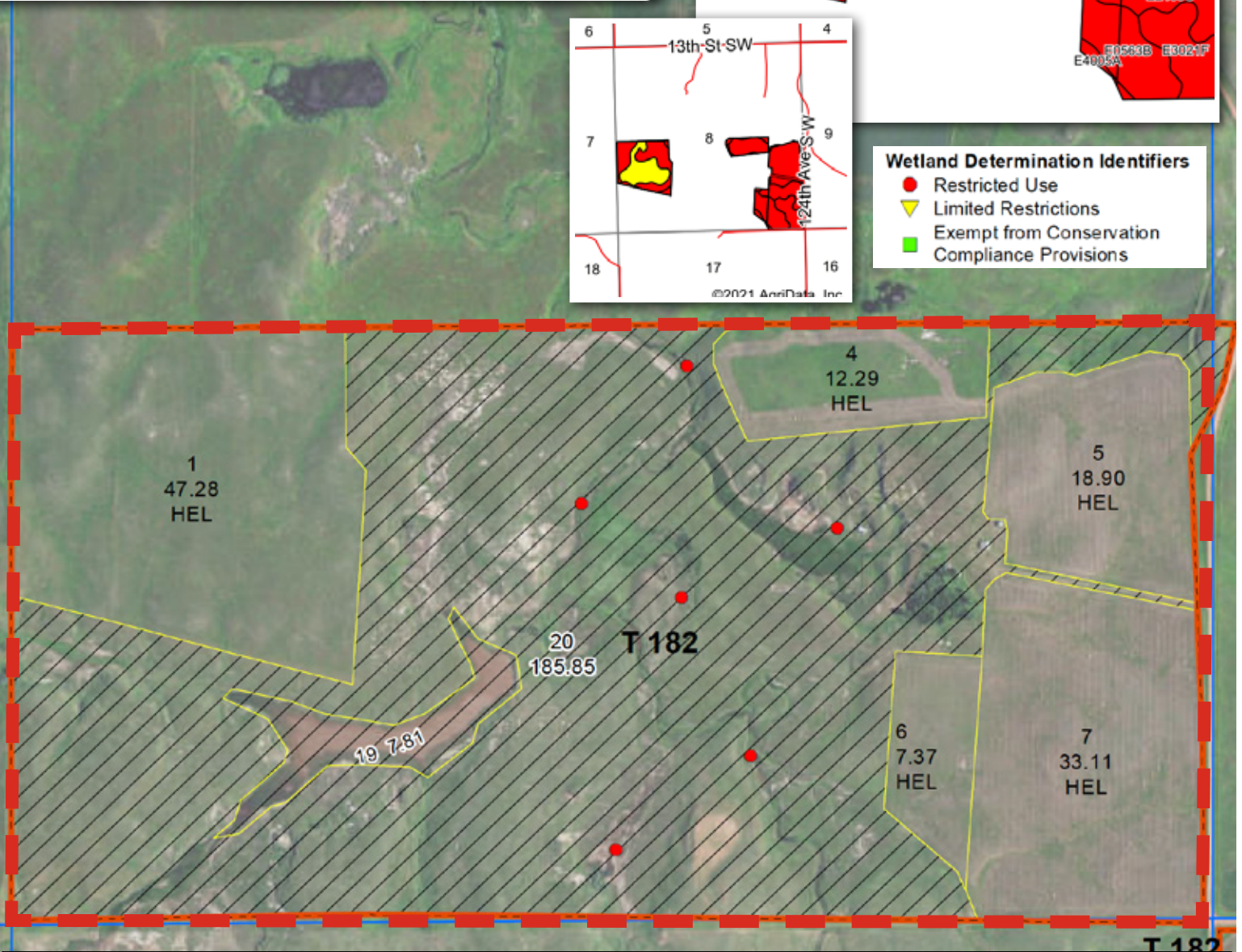
Total Acres: 640± • Pasture Acres: 549± • Cropland Acres: 218± (Hayed Acres: 91±, Grazed Acres: 127±)
To be sold in 2 tracts!

Description: S1/2 Section 8-143-98
Total Acres: 320±
Pasture Acres: 261±
Cropland Acres: 119± (Hayed Acres: 59±, Grazed Acres: 60±)
PID #: 23-0000-01023-000
Taxes (2020): \$415.21



Wetland Determination Identifiers

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



Area Symbol: ND007, Soil Area Version: 23

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
E2601D	Amor-Cabba loams, 9 to 15 percent slopes	24.81	20.9%		IVe	40
E0563B	Janesburg-Dogtooth complex, 0 to 6 percent slopes	24.15	20.3%		IVs	31
E1355D	Vebar-Flasher-Tally complex, 9 to 15 percent slopes	21.65	18.2%		Vle	32
E2913B	Chama-Sen-Cabba silt loams, 3 to 6 percent slopes	20.15	16.9%		IIIe	67
E3021F	Dogtooth-Janesburg-Brandenburg complex, 9 to 35 percent slopes	11.82	9.9%		Vlls	21
E2439C	Sen-Janesburg silt loams, 6 to 9 percent slopes	11.75	9.9%		IIIe	37
E1423F	Flasher-Vebar-Parshall complex, 9 to 35 percent slopes	1.57	1.3%		Vllle	22
E4005A	Harriet loam, 0 to 2 percent slopes, occasionally flooded	1.19	1.0%		VIIs	27
E0454B	Daglun-Rhoades complex, 0 to 6 percent slopes	1.12	0.9%		IVs	35
E2617F	Cabba-Chama-Shambo loams, 9 to 50 percent slopes	0.74	0.6%		Vllle	27
Weighted Average					4.47	38.6

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

2020 Billings County Real Estate Tax Statement

Statement No: 1886

Parcel Number 23000001023000
Jurisdiction 143-98
Owner SYMIONOW NICK REVOC LIVIN
Physical Location 0

Stmt 1 of 2 (0640)

2020 TAX BREAKDOWN

Net consolidated tax	415.21
Plus: Special Assessments	0.00
Total tax due	415.21
Less: 5% discount, if paid by February 16, 2021	-20.76
Amount due by February 16, 2021	394.45

Legal Description SCT:08 TWN:143 RNG:98
 S1/2 8-143-98
Acres 320.000

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2021	207.61
Payment 2: Pay by October 15, 2021	207.60

Legislative tax relief (3-year comparison)	2018	2019	2020
Legislative tax relief	23.51	17.46	25.56
Tax distribution (3-year comparison):	2018	2019	2020
True and Full Value	59,600	61,800	64,800
Taxable Value	2,980	3,090	3,240
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	2,980	3,090	3,240
Total mill levy	128.610	126.600	128.150
Taxes By District (in dollars):			
County	142.92	147.93	152.25
Fire	15.28	15.44	16.20
School	168.44	169.11	185.20
State	2.98	3.09	3.24
Township	53.64	55.62	58.32
Consolidated tax	383.26	391.19	415.21
Net effective tax rate	0.64%	0.63%	0.64%

Penalty on 1st Installment & Specials:	
March 2, 2021	3%
May 3, 2021	6%
July 1, 2021	9%
October 15, 2021	12%
Penalty on 2nd Installment:	
October 18, 2021	6%

FOR ASSISTANCE, CONTACT:

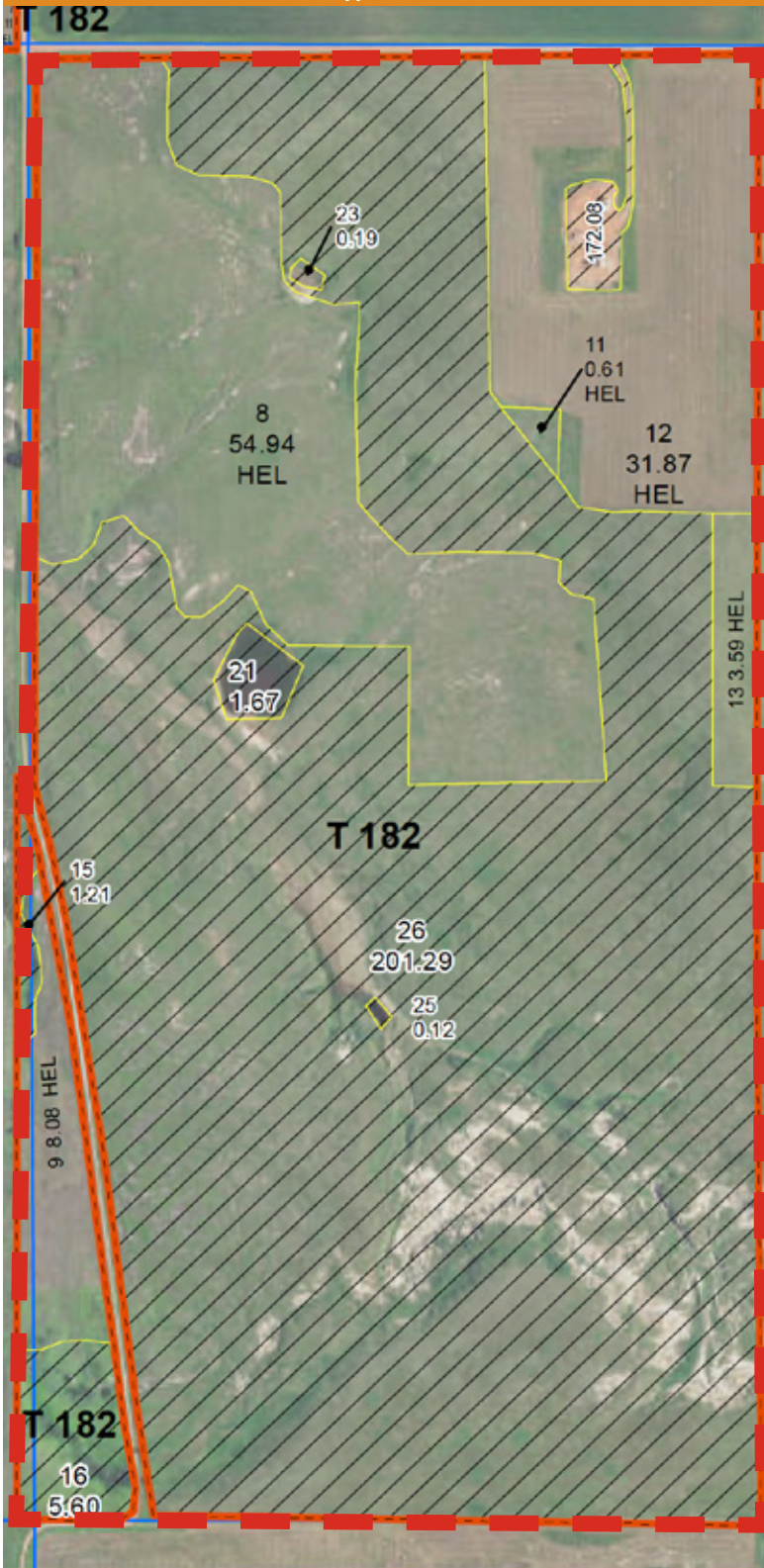
Office: Billings County Treasurer
 PO Box 168
 495 4th Street
 Medora, ND 58645

Phone: 701.623.4377

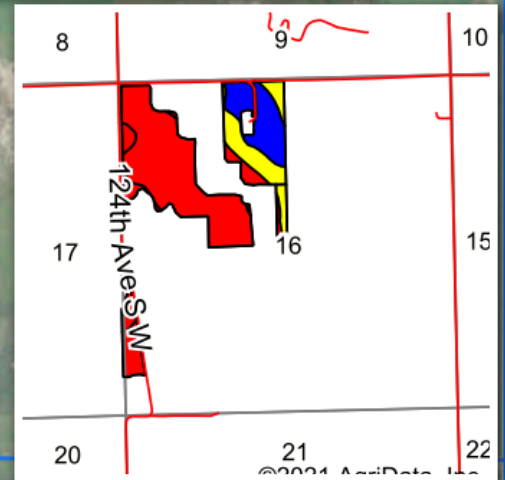
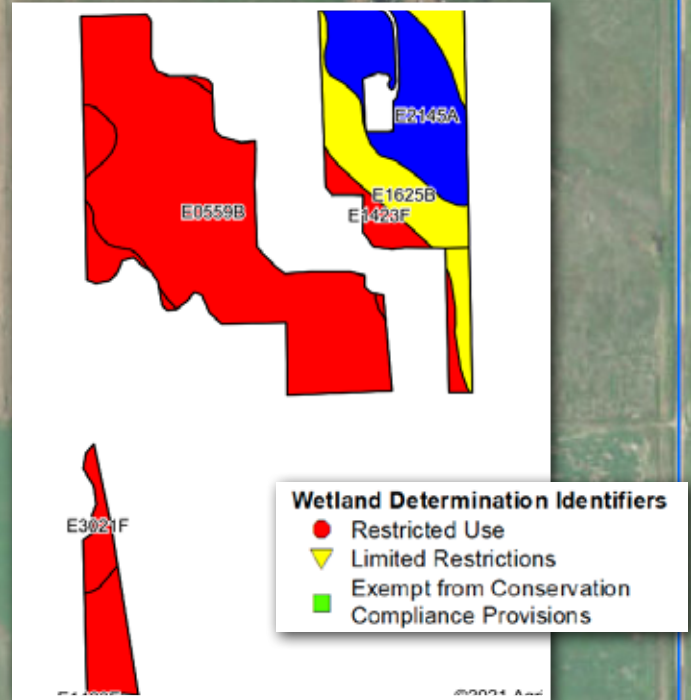
Email: mdlamb@nd.gov

Website: www.billingscountynnd.gov





Description: W1/2 Less 4.07 ARW Section 16-143-98
Total Acres: 320±
Pasture Acres: 288±
Cropland Acres: 99± (Hayed Acres 32±, Grazed Acres: 67±)
PID #: 23-0000-01046-000
Taxes (2020): \$429.30



Area Symbol: ND007, Soil Area Version: 23

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
E0559B	Dogtooth-Janesburg complex, 0 to 6 percent slopes	56.11	57.0%	Red	VIIs	26
E2145A	Shambo loam, 0 to 2 percent slopes	16.54	16.8%	Blue	IIc	87
E1625B	Vebar-Parshall fine sandy loams, 3 to 6 percent slopes	14.56	14.8%	Yellow	IIIe	63
E3021F	Dogtooth-Janesburg-Brandenburg complex, 9 to 35 percent slopes	6.55	6.7%	Red	VIIIs	21
E1423F	Flasher-Vebar-Parshall complex, 9 to 35 percent slopes	4.72	4.8%	Red	VIIe	22
Weighted Average					5.00	41.2

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

2020 Billings County Real Estate Tax Statement

Statement No: 1887

Stmt 2 of 2 (0640)

Parcel Number 23000001046000
Jurisdiction 143-98
Owner SYMIONOW NICK REVOC LIVIN
Physical Location 0

Legal Description SCT:16 TWN:143 RNG:98
 W1/2 LESS 4.07 ARW 16-143-98
Acres 320.000

2020 TAX BREAKDOWN

Net consolidated tax	429.30
Plus: Special Assessments	0.00
Total tax due	429.30
Less: 5% discount, if paid by February 16, 2021	-21.47
Amount due by February 16, 2021	407.83

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2021	214.65
Payment 2: Pay by October 15, 2021	214.65

Legislative tax relief (3-year comparison)	2018	2019	2020
Legislative tax relief	24.66	18.22	26.43
Tax distribution (3-year comparison):	2018	2019	2020
True and Full Value	62,500	64,500	67,000
Taxable Value	3,125	3,225	3,350
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	3,125	3,225	3,350
Total mill levy	128.610	126.600	128.150
Taxes By District (in dollars):			
County	149.86	154.38	157.42
Fire	16.04	16.12	16.74
School	176.63	176.51	191.48
State	3.12	3.22	3.36
Township	56.26	58.06	60.30
Consolidated tax	401.91	408.29	429.30
Net effective tax rate	0.64%	0.63%	0.64%

Penalty on 1st Installment & Specials:	
March 2, 2021	3%
May 3, 2021	6%
July 1, 2021	9%
October 15, 2021	12%
Penalty on 2nd Installment:	
October 18, 2021	6%

FOR ASSISTANCE, CONTACT:

Office: Billings County Treasurer
 PO Box 168
 495 4th Street
 Medora, ND 58645

Phone: 701.623.4377

Email: mdlamb@nd.gov

Website: www.billingscountynod.gov



North Dakota
 Billings
 Report ID: FSA-156EZ

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

FARM: 85
 Prepared: 8/25/21 2:11 PM
 Crop Year: 2021
 Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Farm Identifier
 F 85

ARC/PLC G/WF Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
623.86	218.04	218.04	0.0	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod				
0.0	0.0	218.04	0.0	0.0	0.0				

ARC/PLC						
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default	
WHEAT	NONE	NONE	NONE	NONE	NONE	

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	39.1	21	0.00
Total Base Acres:	39.1		

Tract Number: 182 Description S2 8; W2 16 143 98
 FSA Physical Location : Billings, ND ANSI Physical Location: Billings, 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
623.86	218.04	218.04	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	218.04	0.0	0.0	0.0		

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	39.1	21	0.00
Total Base Acres:	39.1		

Owners: NICK SYMIONOW TRUST
 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:

Billings County, ND

LIVE: Tuesday, November 23²⁰²¹



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

701.203.8400 P | Grand Forks, ND 58201

406.431.9436 | 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
605.789.5677 P | 605.789.5674 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