

BURKE COUNTY  
NORTH DAKOTA

Opens: Thursday, December 9 | 8AM  
Closes: Thursday, December 16 | 2PM 2021

# LAND AUCTION

Timed Online

*Mineral Rights Included!*

## *Lignite, ND*

Located west of Lignite 2.5 miles, this tract sells as an investment opportunity. With acres under CRP contract until 2028, don't miss this chance to buy strong hunting ground with income potential. The north portion of the land has long term opportunities to be cropped as well, giving way to row crop farming or grazing with open water access on the south end of the property.



107±  
acres

From Lignite, 2-1/2 miles west on 101st St. NW

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

**James Rudlang & Kay Skoog, Owners**

Contact Max Steffes at Steffes Group, 701.237.9173 or 701.212.2849 or visit SteffesGroup.com

Max Steffes ND999, Scott Steffes ND81, Brad Olstad ND319. TERMS: Ten percent 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 Thursday, December 9, 2021 at 8AM and will end Thursday, December 16, 2021 at 2PM.**

- 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.
- **2021 Taxes to be paid by SELLER. 2022 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 guaranties 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.

### **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.

### **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.

CATALOG ORDER

**#1 Cavalier County, ND  
Land Auction - 160± Acres**

Description: NW ¼ Section 5-163-57  
 Deeded Acres: 160.00+/-  
 Cropland Acres: 124+/-  
 Wooded Acres: 26+/-  
 Soil Productivity Index: 75  
 Taxes ('15): \$978.47



US \$3,500/X [More Photos](#)  
 US \$560,000.00  
 (160.00 X \$3,500.00)

**EXTENDED**

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

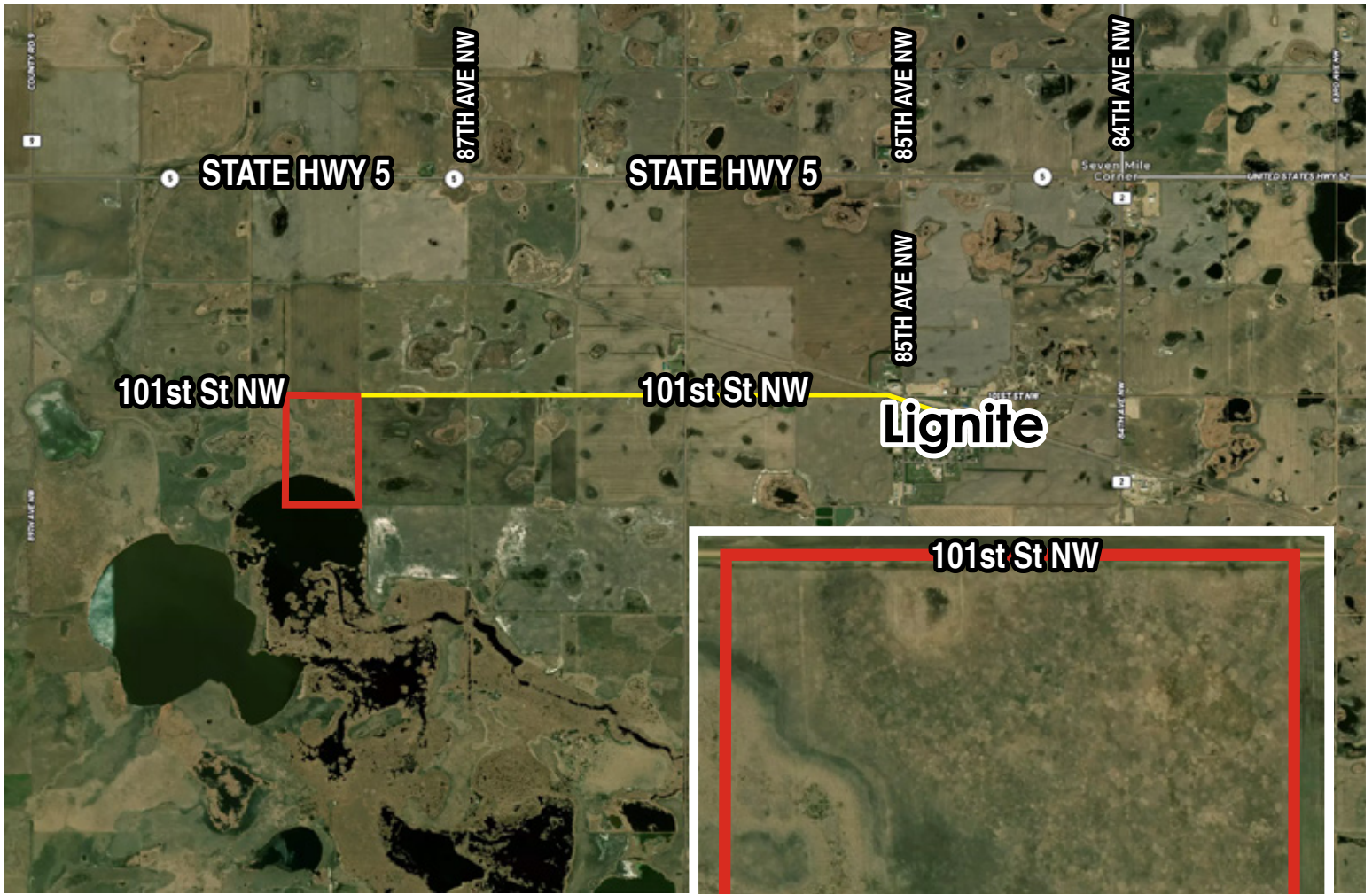
The bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid. PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!



### DECEMBER 2021 - Opens 12/9, Closes 12/16

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9 <i>Opens</i>	10	11
12	13	14	15	16 <i>Closes</i>	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	



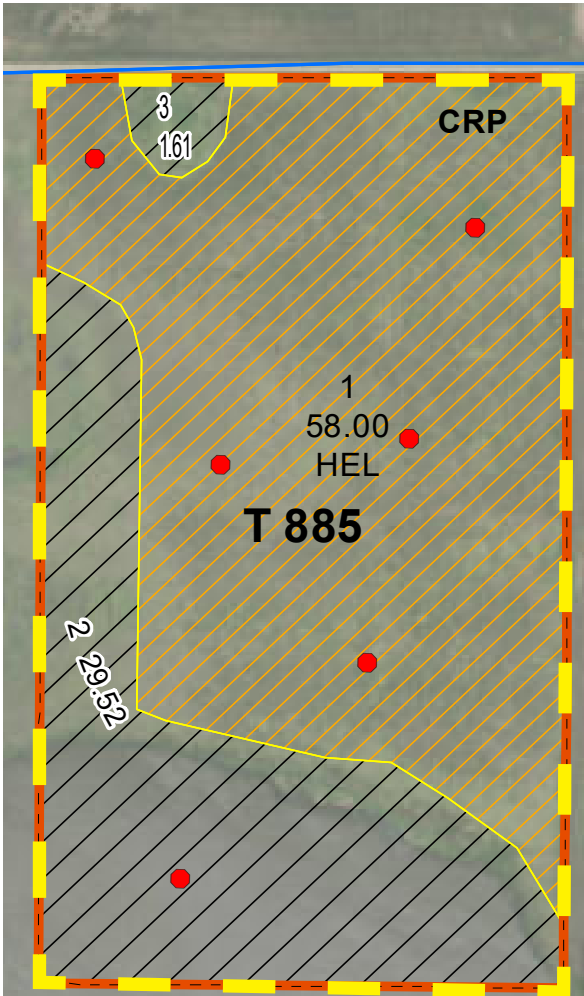


From Lignite, 2-1/2 miles west on 101st St. NW



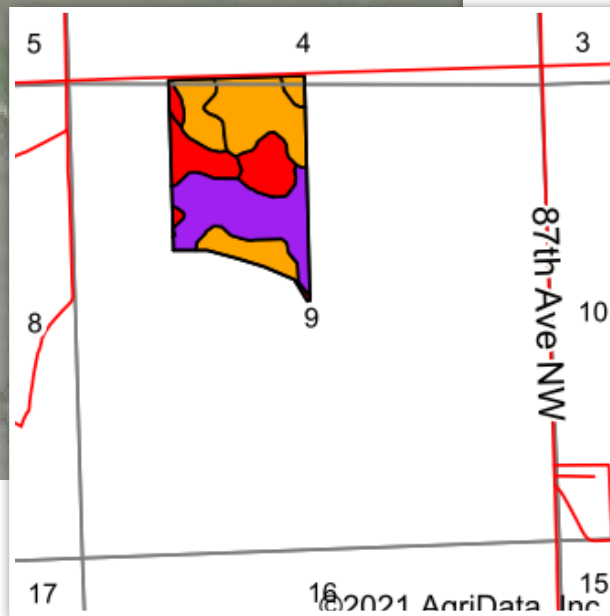
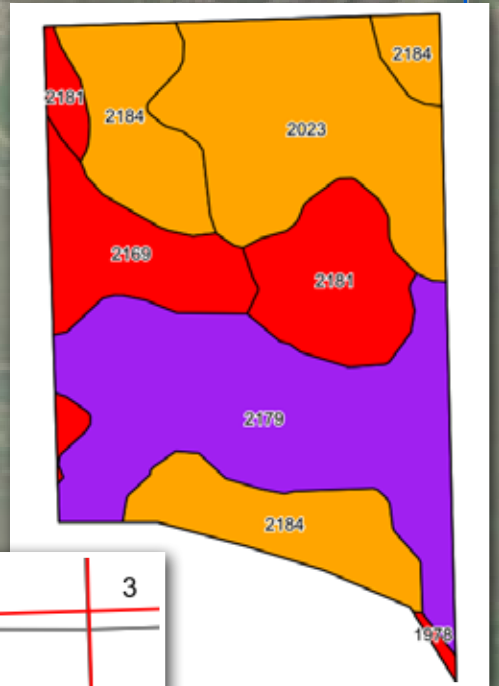


**Description:** NW1/4 LESS POR. Section 9-162-92  
**Total Acres:** 107±  
**CRP Cropland Acres:** 58±  
 58AC @ \$36.98/AC or \$2,145.00 annually. Expires 9/30/2028  
**PID #:** 04554000  
**Soil Productivity Index:** 62  
**Soils:** Noonan-Niobell loams (26%), Williams-Niobell loams (18%),  
 Williams-Zahl complex (18%)  
**Taxes (2020):** \$358.60



**Wetland Determination Identifiers**

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



Area Symbol: ND013, Soil Area Version: 23							
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index	
2179	Noonan-Niobell loams, 0 to 6 percent slopes	23.33	32.6%		IVs	57	
2023	Williams-Niobell loams, 0 to 3 percent slopes	16.37	22.9%		IIc	80	
2184	Williams-Zahl complex, 3 to 6 percent slopes	15.43	21.6%		IIIe	71	
2181	Miranda-Noonan loams, 0 to 3 percent slopes	8.72	12.2%		VIIs	44	
2169	Harriet, Regan, and Stirum soils, 0 to 2 percent slopes	7.36	10.3%		VIIs	37	
1978	Water	0.25	0.3%		VIIIw	4	
<b>Weighted Average</b>					<b>3.79</b>	<b>61.5</b>	

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





North Dakota  
Burke

U.S. Department of Agriculture  
Farm Service Agency

FARM: 510

Prepared: 11/15/21 12:24 PM

Crop Year: 2022

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 1

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

Farm Identifier

Farms Associated with Operator:  
None

ARC/PLC G//F Eligibility: Eligible

CRP Contract Number(s): 10110

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
89.13	58.0	58.0	0.0	0.0	0.0	58.0	0.0	Active	1
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
WHEAT	0.0	0	26.10
BARLEY	0.0	0	3.60

Tract Number: 885 Description ENW,EEWNW-9-162-92

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
89.13	58.0	58.0	0.0	0.0	0.0	58.0	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
WHEAT	0.0	0	26.10
BARLEY	0.0	0	3.60

Owners: SKOOG, KAY MARIE

RUDLANG, JAMES A

Other Producers: None



This form is available electronically.

<b>CRP-1</b> (07-23-10)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation <b>CONSERVATION RESERVE PROGRAM CONTRACT</b>	1. ST. & CO. CODE & ADMIN. LOCATION 38013	2. SIGN-UP NUMBER 44
		3. CONTRACT NUMBER <i>10110</i>	4. ACRES FOR ENROLLMENT 58.0
7. COUNTY OFFICE ADDRESS (Include Zip Code): BURKE COUNTY FARM SERVICE AGENCY 5 ROOSEVELT AVE SE BOWBELLS, ND 58721		5. FARM NUMBER 0000510	6. TRACT NUMBER(S) 0000885
TELEPHONE NUMBER (Include Area Code): (701)377-2983		8. OFFER (Select one) GENERAL <input type="checkbox"/> FROM: (MM-DD-YYYY) 10-1-13 ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/> TO: (MM-DD-YYYY) 9-30-28	

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>\$36.98</i>	11. Identification of CRP Land				
B. Annual Contract Payment <i>\$2145</i>	A. Tract No. 0000885	B. Field No. 0001	C. Practice No. CP38E	D. Acres 58.00	E. Total Estimated Cost-Share \$1044.00
C. First Year Payment <i>\$2145</i>					
(Item 10C applicable only to continuous sign up when the first year payment is prorated.)					

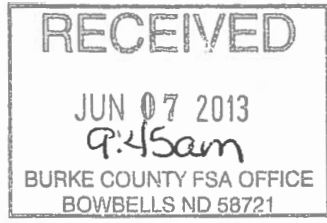
<b>12. PARTICIPANTS</b>					
A(1). PARTICIPANTS NAME AND ADDRESS (Zip Code):	(2) SHARE	(3) SOCIAL SECURITY NUMBER:			
	50.00%	(4) SIGNATURE <i>James Redding</i>	(MM-DD-YYYY) <i>6-7-2013</i>		
B(1). PARTICIPANTS NAME AND ADDRESS (Zip Code):	(2) SHARE	(3) SOCIAL SECURITY NUMBER:			
	50.00%	(4) SIGNATURE <i>Ray Shoop</i>	(MM-DD-YYYY) <i>6-7-2013</i>		
C(1). PARTICIPANTS NAME AND ADDRESS (Zip Code):	(2) SHARE	(3) SOCIAL SECURITY NUMBER:			
N/A	%	(4) SIGNATURE	(MM-DD-YYYY)		
<i>(If more than three individuals are signing, continue on attachment.)</i>					

13. CCC USE ONLY - Payments according to the shares are approved	A. SIGNATURE OF CCC REPRESENTATIVE <i>Calleen Lund</i>	(MM-DD-YYYY) <i>6/18/13</i>
------------------------------------------------------------------	-----------------------------------------------------------	--------------------------------

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, 851, 1001; 16 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, Written Building, 1400 Independence Avenue, SW, Washington, DC 20250-6410 or call (202) 720-6964 (voice or TDD). USDA is an equal opportunity provider and employer.

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



Date Printed: 06-06-13





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, ND

## Closes Thursday, December 16, 2021



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 P | 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 P | Lexington, NE 68850



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

641.423.1947 P | Mason City, IA 50401

515.432.6000 P | Ames, IA 50010

SteffesGroup.com