

WALSH COUNTY
NORTH DAKOTA

Opens: Tuesday, June 14 | 8AM

Closes: Thursday, June 16 | 12PM CST 2022

LAND AUCTION

Timed Online



238± Acres

Eden Township

This auction features an 80 and a quarter section of land presently being used for hay except for a portion of tillable on the east end of T2. This farm will be sold in two tracts. The buyer will take immediate possession of tract 2 upon signing the purchase agreement and depositing earnest money on auction day. Possession will be at closing on tract 1 with the seller taking the first cutting of hay.



📍 From Fordville, ND, east 2 miles on Cty. Rd. 19, north 1-1/2 miles on 133rd Ave NE to T1. T2: proceed north from T1 1/2 mile to 58th St. NE, 1 mile east, 1/2 mile south on low maintenance prairie trail.

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

Gillespie Farm Revocable Living Trust

Contact Max Steffes at Steffes Group, 701.237.9173 or 701.212.2849, or Martin Peterson 320.905.5325, or visit SteffesGroup.com

Scott Steffes ND81; Max Steffes ND999; 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 Tuesday, June 14, 2022 at 8AM and will end Thursday, June 16, 2022 at 12PM.

- 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.
- **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

The buyer will take immediate possession of tract 2 upon signing the purchase agreement and depositing earnest money on auction day. Possession will be at closing on tract 1 with the seller taking the first cutting of hay.

MINERAL RIGHTS

All mineral rights, if any, held by Seller will be transferred upon closing. However, the Seller does not warrant the amount or adequacy of the mineral rights.

ENVIRONMENTAL DISCLAIMER

The Seller, Broker and Auctioneers do not warrant with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste prohibited by federal, state or local law. Buyer is responsible for inspection of the property prior to purchase for conditions including but not limited to water quality, and environmental conditions that may affect the usability or value of the property. No warranties are made as to the existence or nonexistence of water wells on the property, or the condition of any well.

EASEMENTS AND SURVEY

The property to be sold is subject to any restrictive covenants or easements of record and any results that an accurate survey may show.

BIDDING PROCEDURE

As a buyer you have two objectives to accomplish:

1. Purchasing the property.
2. Purchasing the property at a price you

can afford.

How is this accomplished?

1. Estimate comparative value.
2. Experienced buyers always decide what to pay before the bidding begins.
3. Inspect the property carefully.
4. Compare with other properties available in the area.
5. Check the selling price of previously sold properties.
6. Discuss your buying plans with a lender. Have your financing arrangements made in advance.
7. This sale is not subject to financing.

AVOID OVER OR UNDER BIDDING

- Always bid on a property toward a price.
- Establish that price before the bidding begins. By doing this you will avoid getting caught up in the auction excitement and pay a price that is too high for the market or one that you cannot afford. It will also make you confident to bid to your established fair market value. Many bidders who do not plan ahead end up with regrets after the auction because they were too nervous or uncertain about their judgment to bid.

THE BIDDING STRATEGY

- Research and know the value of the property.
- Have your financing arranged before the auction.
- Establish your highest and best bid before the bidding begins.
- Make your bids promptly to force other bidders up or out without delay

Timed Online Multi-Tract Bidding Process

Please note the bidding will not close until there has been no bidding activity for a period of 4 minutes. This is accomplished through the bid extension feature of our website. Bids placed within the last 4 minutes of the auction will extend the auction an additional 4 minutes. Bid extensions continue and the auction does not end until there are no bids for 4 minutes. Our goal is to realize the highest return to the seller, and satisfy all interested parties.

CATALOG ORDER

EXTENDED

**#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

**#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)

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!

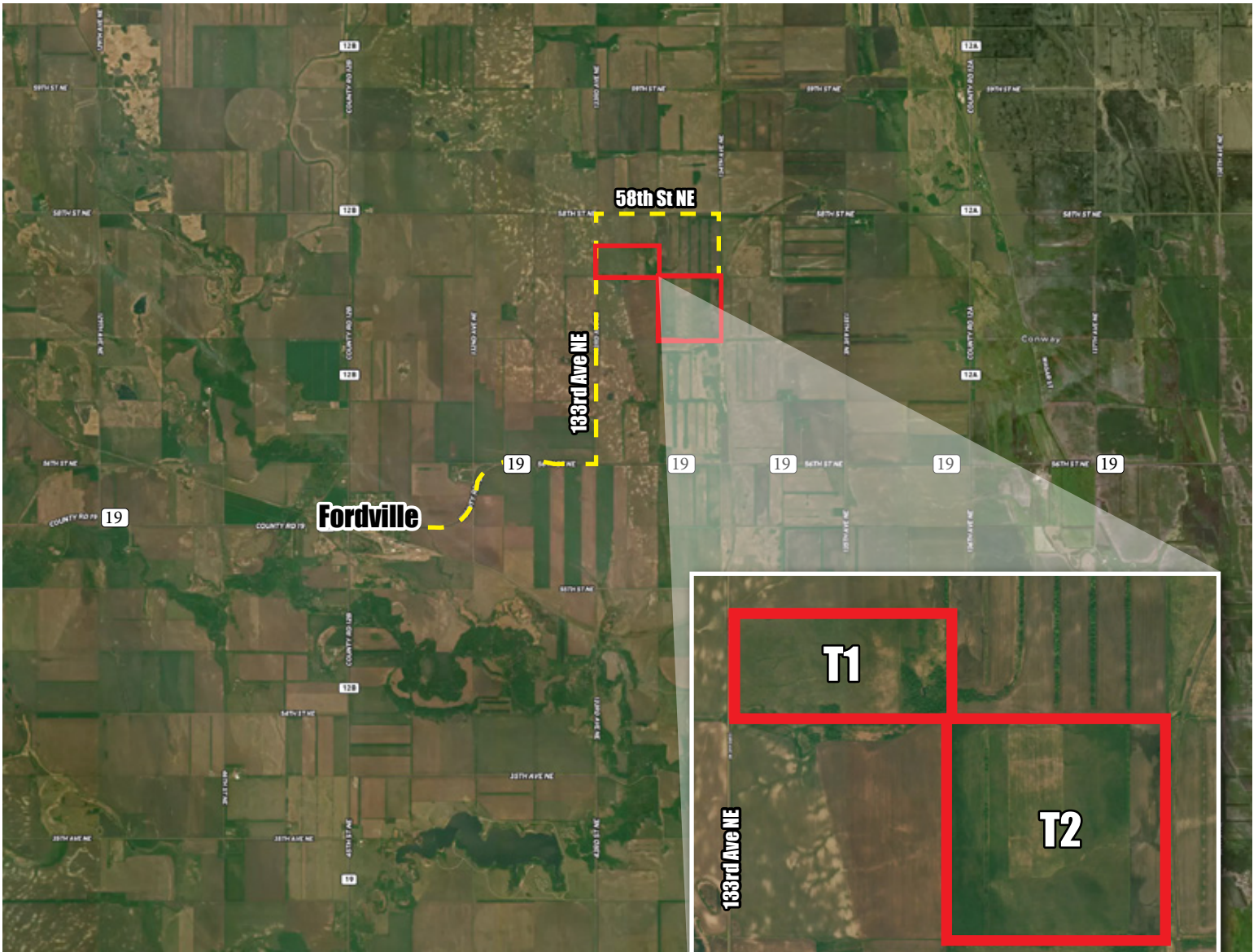


Lots with this symbol are linked together throughout the entire auction and will close together.

JUNE 2022

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	23	24	25
26	27	28	29	30		

From Fordville, ND, east 2 miles on Cty. Rd. 19, north 1-1/2 miles on 133rd Ave NE to T1.
T2: proceed north from T1 1/2 mile to 58th St. NE, 1 mile east, 1/2 mile south on low maintenance prairie trail.

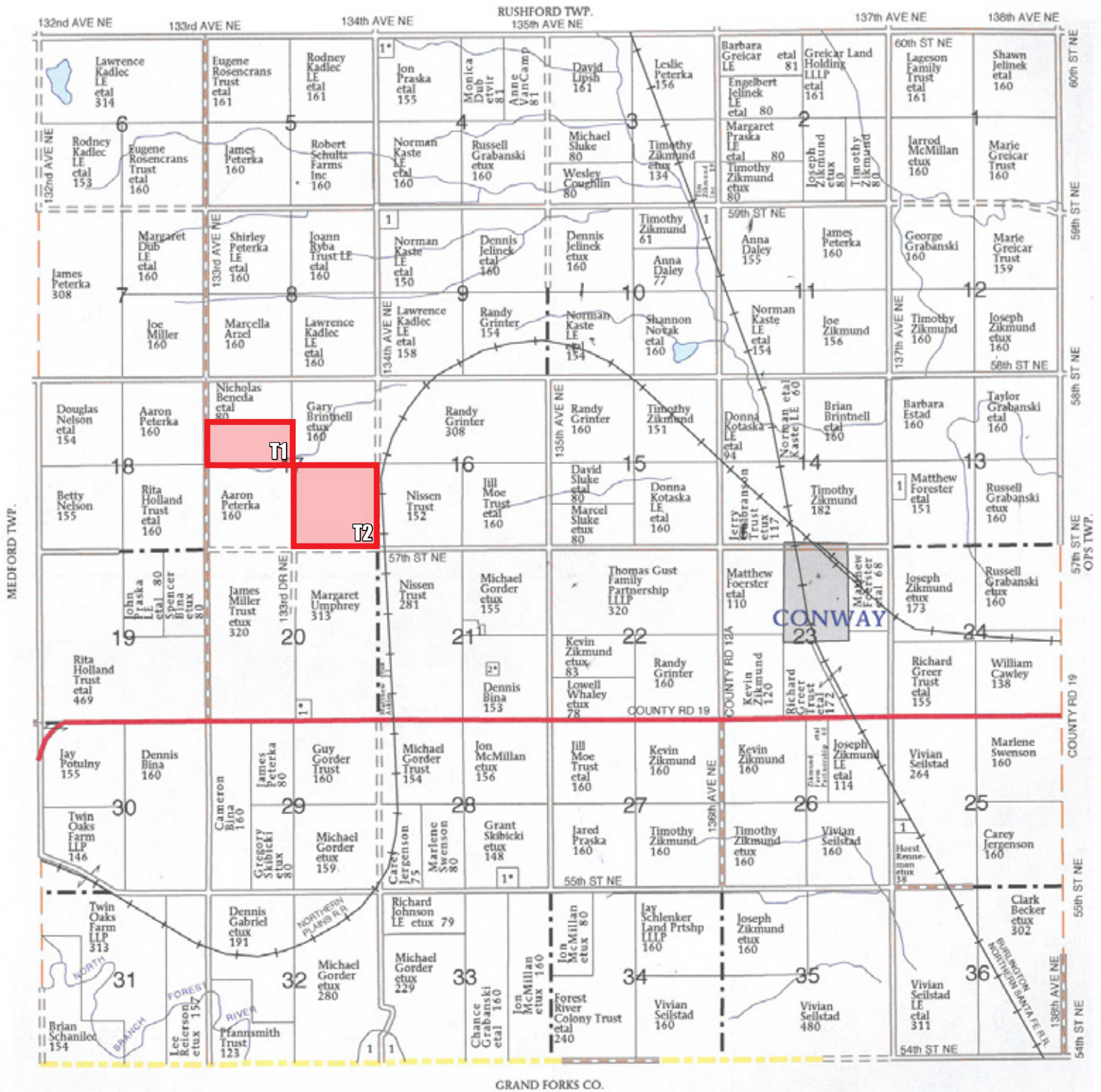


Description: S1/2NW1/4 & SE1/4 EX RR R of W Section 17-155-55 • Total Acres: 238.15±
Cropland Acres: 215.5± • PID #: 17-0000-04364-000

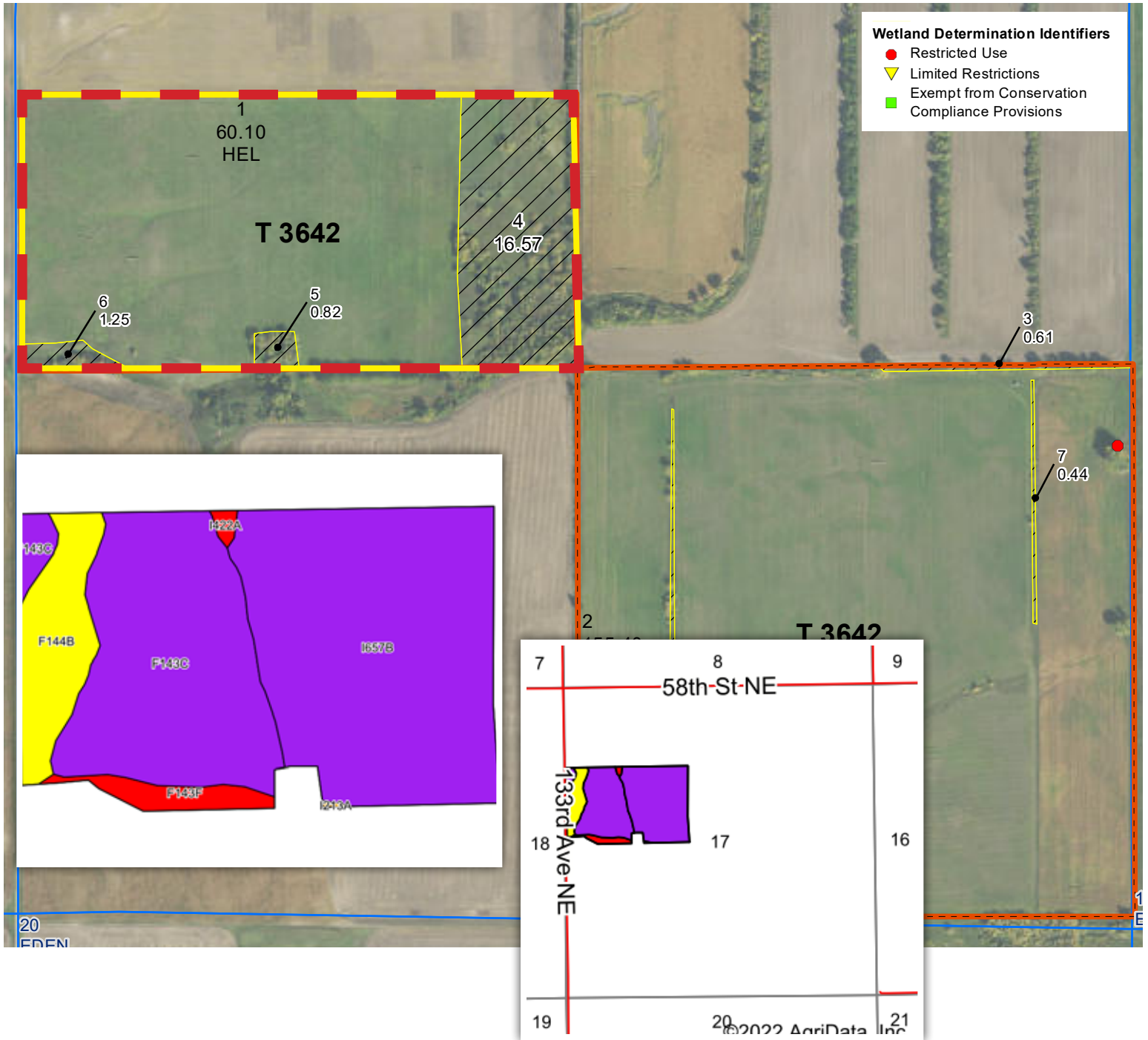
T-155-N

EDEN PLAT

R-55-W

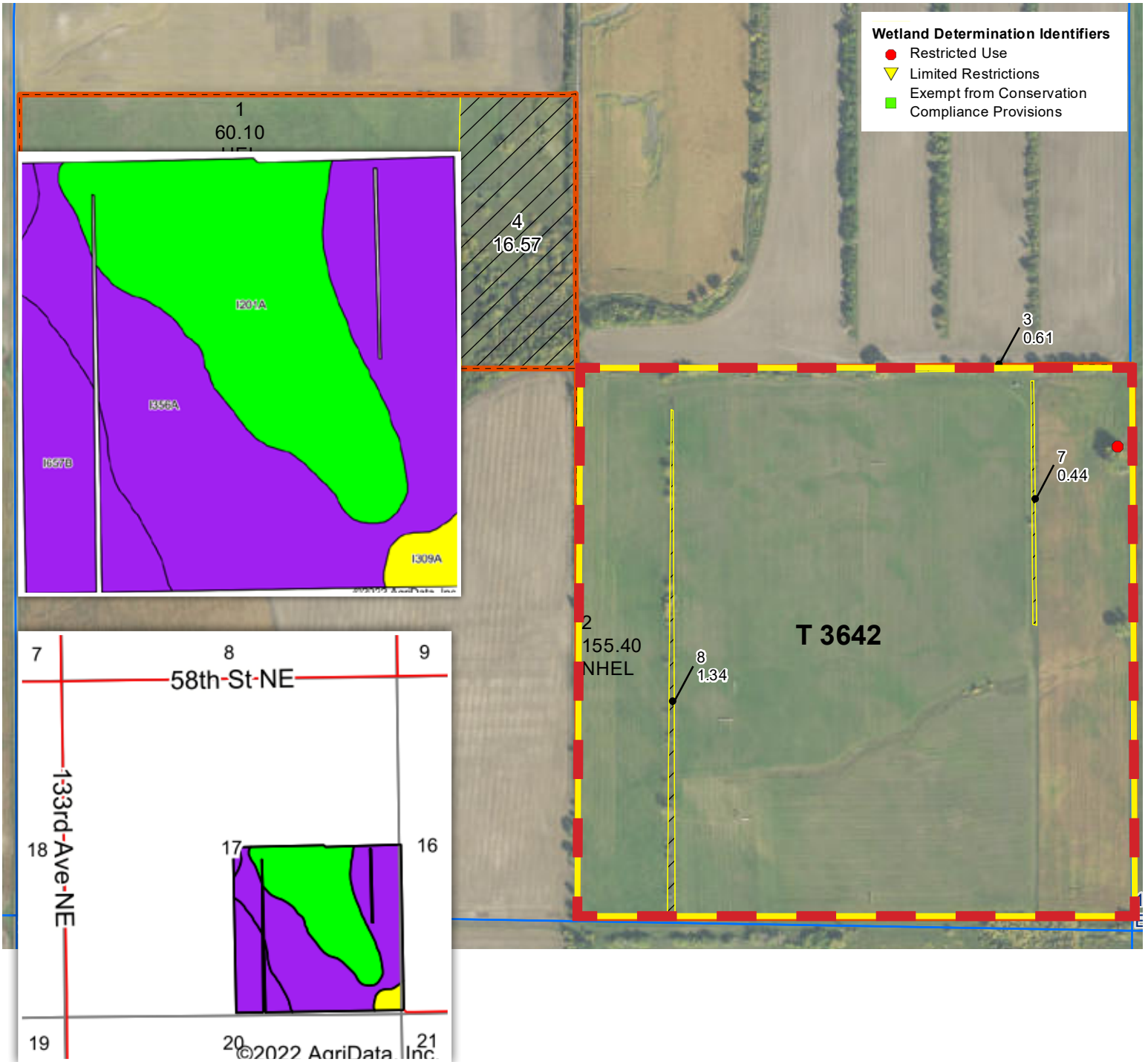


Description: S1/2NW1/4 Section 17-155-55 • **Total Acres:** 80± • **Cropland Acres:** 60.1±
PID #: Part of 17-0000-04364-000 • **Soil Productivity Index:** 56.6 • **Soils:** Hecla fine sandy loam (50.2%),
 Barnes-Buse-Langhei loams (35.5%), Barnes-Buse loams (10.6%) • **Taxes (2021):** \$2,085.42 (Includes T2)



Area Symbol: ND099, Soil Area Version: 22							
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Irr Class *c	Productivity Index
I657B	Hecla fine sandy loam, 2 to 6 percent slopes	30.15	50.2%		IIIe	Ile	57
F143C	Barnes-Buse-Langhei loams, 6 to 9 percent slopes	21.34	35.5%		IVe		55
F144B	Barnes-Buse loams, 3 to 6 percent slopes	6.39	10.6%		IIIe		69
F143F	Buse-Barnes loams, 15 to 35 percent slopes	1.93	3.2%		VIIe		29
I422A	Renshaw loam, 0 to 2 percent slopes	0.29	0.5%		IIIe		50
Weighted Average					3.48	1.00	56.6

Description: SE1/4 EX RR R of W Section 17-155-55 • **Total Acres:** 158.15± • **Cropland Acres:** 155.4±
PID #: Part of 17-0000-04364-000 • **Soil Productivity Index:** 69.5 • **Soils:** Ulen fine sandy loam (49.8%), Glyndon silt loam (34.1%), Hecla fine sandy loam (13.7%) • **Taxes (2021):** \$2,085.42 (Includes T1)



Area Symbol: ND099, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Irr Class *c	Productivity Index
I356A	Ulen fine sandy loam, 0 to 2 percent slopes	77.46	49.8%		IIIe		58
I201A	Glyndon silt loam, 0 to 2 percent slopes	53.06	34.1%		IIe		92
I657B	Hecla fine sandy loam, 2 to 6 percent slopes	21.30	13.7%		IIIe	IIe	57
I309A	Arveson loam, 0 to 1 percent slopes	3.58	2.3%		IIw		61
Weighted Average					2.64	0.27	69.5

2021 WALSH COUNTY REAL ESTATE TAX STATEMENT

Parcel Number 17-0000-04364-000 Jurisdiction EDEN TWP.
 Physical Location 1703050001
 Lot: Blk: Sec: 17 Twp: 155 Rng: 55
 Addition: EDEN NO ADDITION Acres: 238.15
 Legal Description
 SE1/4 & S1/2NW1/4 EX RR R OF W 238.15A 17-155-55

2021 TAX BREAKDOWN

Net consolidated tax 2,085.42
 Plus: Special assessments
 Total tax due 2,085.42
 Less: 5% discount,
 if paid by Feb.15,2022 104.27

Amount due by Feb.15,2022 1,981.15

Or pay in 2 installments (with no discount)
 Payment 1: Pay by Mar.1st 1,042.71
 Payment 2: Pay by Oct.15th 1,042.71

Legislative tax relief
 (3-year comparison):

	2019	2020	2021
Legislative tax relief	1,480.11	1,272.28	1,285.87
Tax distribution (3-year comparison):			
True and full value	187,378	189,675	193,480
Taxable value	9,369	9,484	9,674
Less: Homestead credit			
Disabled Veteran credit			
Net taxable value->	9,369	9,484	9,674
Total mill levy	225.83	225.42	215.57

Taxes By District (in dollars):

	2019	2020	2021
COUNTY	1,119.60	1,121.48	1,064.15
TOWNSHIP	189.07	184.94	184.48
SCHOOL-consolidated	736.87	760.33	764.24
FIRE	46.84	47.42	48.37
WATER	14.05	14.23	14.51
STATE	9.37	9.48	9.67
Consolidated tax	2,115.80	2,137.88	2,085.42

NOTE:

PAYMENTS: DROP BOX LOCATED
 SOUTH SIDE OF COURTHOUSE;
 MAIL TO ADDRESS BELOW; OR
 BY CREDIT CARD FOR A FEE AT
www.walshcounty.nd/treasurer

FOR ASSISTANCE, CONTACT:
 WALSH COUNTY TREASURER
 600 COOPER AVE
 GRAFTON ND 58237
 PHONE 701-352-2541

Net effective tax rate> 1.13% 1.12% 1.07%



TRACT 1



TRACT 1

NORTH DAKOTA
WALSH
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 9181
Prepared : 5/13/22 11:21 AM
Crop Year : 2022

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name :
Farms Associated with Operator :
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
236.53	215.50	215.50	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	215.50	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	WHEAT, CORN, SOYBN

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	91.99	0.00	38	
Corn	75.63	0.00	83	
Soybeans	47.78	0.00	26	
TOTAL	215.40	0.00		

NOTES

Tract Number : 3642

Description : M11/ SE,S2NW 17-155-55
FSA Physical Location : NORTH DAKOTA/WALSH
ANSI Physical Location : NORTH DAKOTA/WALSH
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : GILLESPIE FARM REVOCABLE LIVING TRUST
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
236.53	215.50	215.50	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	215.50	0.00	0.00	0.00	0.00	0.00

NORTH DAKOTA
WALSH
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 9181
Prepared : 5/13/22 11:21 AM
Crop Year : 2022

Abbreviated 156 Farm Record

DCP Crop Data

Tract 3642 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	91.99	0.00	38
Corn	75.63	0.00	83
Soybeans	47.78	0.00	26
TOTAL	215.40	0.00	





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:



Walsh County, North Dakota

