

BARNES COUNTY
NORTH DAKOTA

Opens: Tuesday, November 22 | 8AM
Closes: Tuesday, November 29 | 10AM ^{CST} 2022

LAND AUCTION

Timed Online



160± Acres

Springvale Township

Auctioneer's Note: Farmers, Hunters, and Investors, don't miss this great opportunity to purchase a quarter of land in Barnes County ND with a tripartite of income sources. This land sells with an existing lease in place on the cropped acres for 2023 and 2024. It also carries a \$85/acre CRP contract on 22+/- acres and the entire quarter is subject to lease for an upcoming wind farm project. This is a rare opportunity to buy a piece of farm real estate with long term secondary and tertiary income.



From Tower City, ND, south 4 miles on 132nd Ave SE,
west 1/2 mile on 38th St SE



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

Paul & JoEllen Swenson, Owners

Contact Brad Olstad at Steffes Group, 701.237.9173 or 701.238.0240 or Martin Peterson 320.905.5325, or visit SteffesGroup.com

Scott Steffes ND81; Max Steffes ND999. 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 OPENS TUESDAY, NOVEMBER 22 AT 8AM AND WILL CLOSE TUESDAY, NOVEMBER 29 AT 10AM, 2022.

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 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.

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.

RENT CONTRACT

Rent contract in place for 2023 & 2024 crop year; Buyer to assume rent contract and payment. Payment to be made to buyer semi annually April 1st & November 1st.

Copy of the contract is available to REGISTERED bidders upon request.

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

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.

Timed Online Bidding Process

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.

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

CATALOG ORDER

#1 Cavalier County, ND
Land Auction - 153.24± 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

00:04:00

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

This is an AUCTION! To the Highest Bidder.

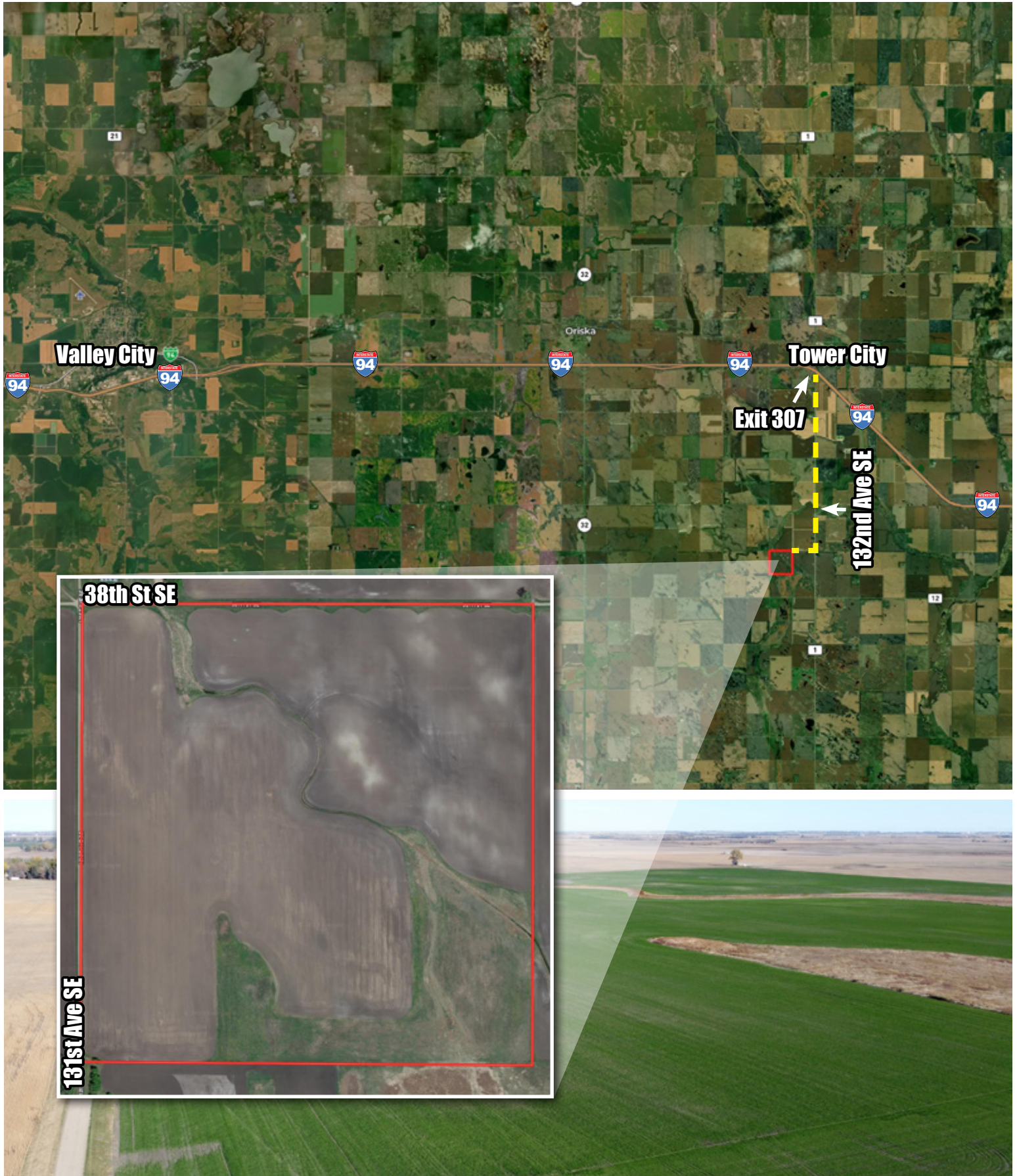
The bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid. PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!



November 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	Opens 22	23	24	25	26
27	28	Closes 29	30			

Land Located: From Tower City, ND, south 4 miles on 132nd Ave SE, west 1/2 mile on 38th St SE



T-139-N

SPRINGVALE PLAT

R-56-W

(Landowners)

ORISKA TWP.

129 AVE SE

126 AVE SE 127 AVE SE 128 AVE SE 130 AVE SE 131 AVE SE 132 AVE SE



BINGHAMPTON TWP.

Description: NW1/4 Section 13-139-56

Total Acres: 160±

Cropland Acres: 154.24±

CRP Cropland Acres: 22.56±

- 22.56AC @ \$85/Acre or \$1,918 annually.

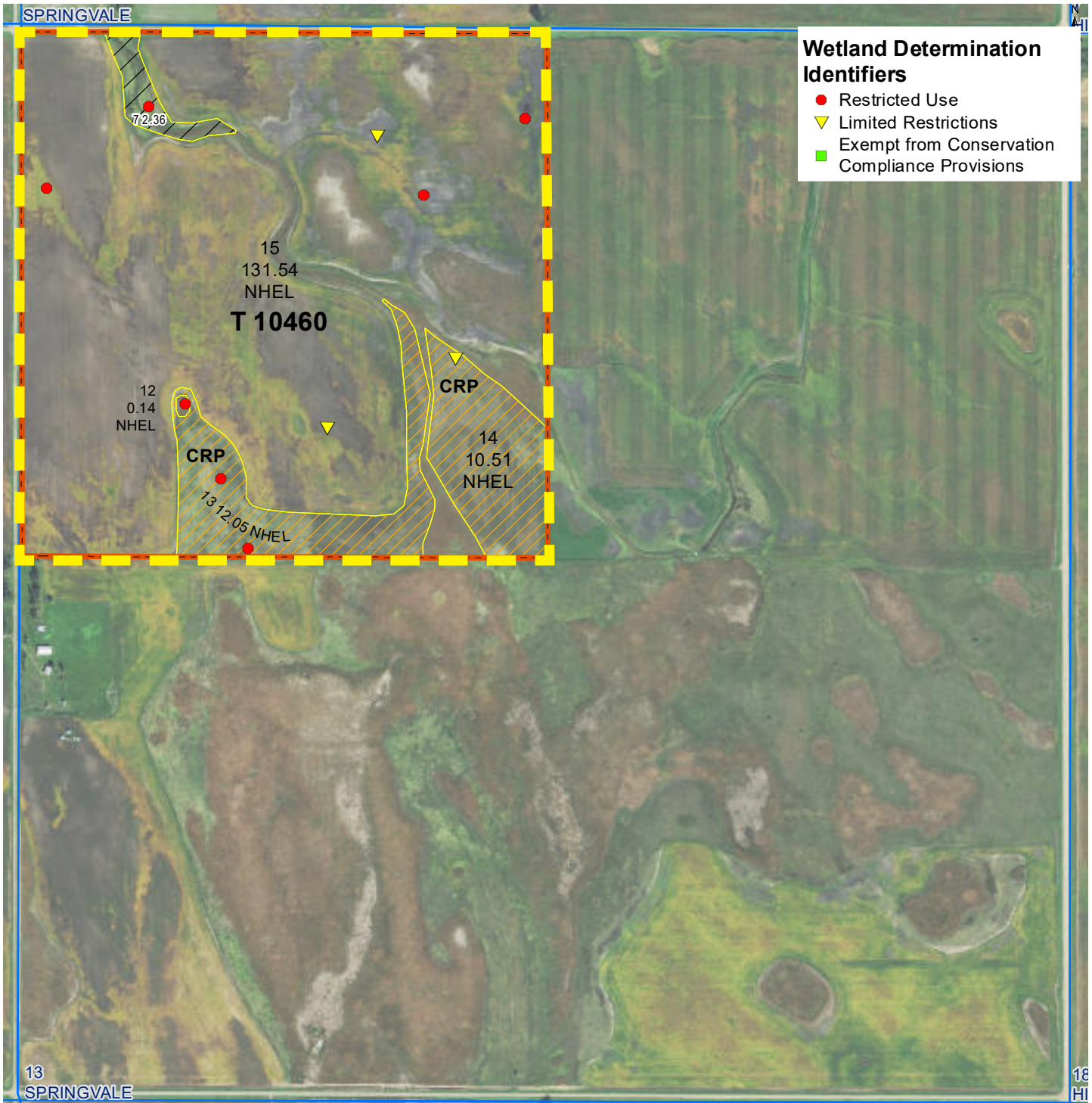
- Expires 9/30/2031

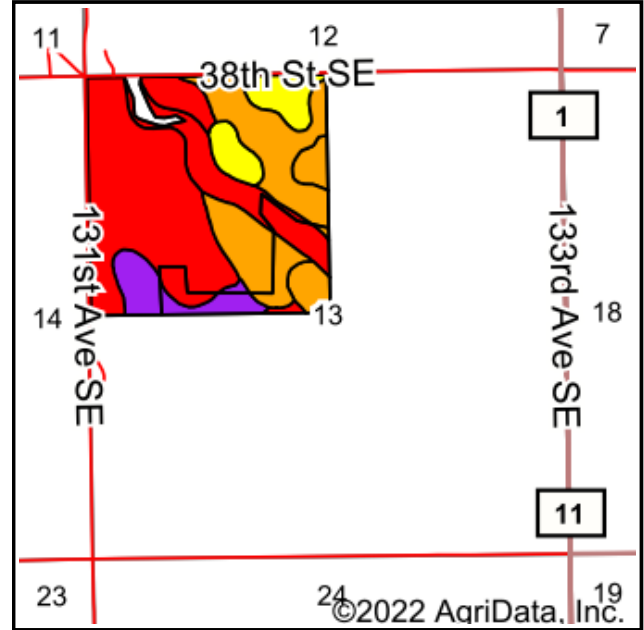
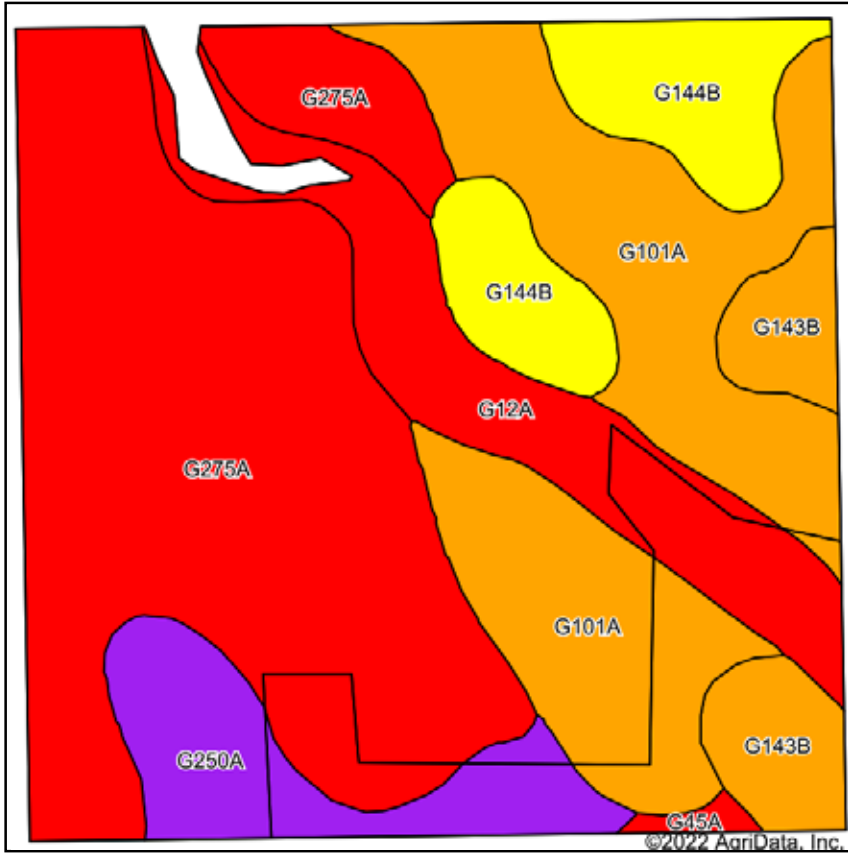
PID #: 36-1320200

Soil Productivity Index: 55.6

Soils: Renshaw loam (41.4%), Hamerly-Wyard loams (24.6%), Vallers, saline-Parnell complex (11.5%)

Taxes (2021): \$1,535.39





Soils data provided by USDA and NRCS.

Area Symbol: ND003, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
G275A	Renshaw loam, 0 to 2 percent slopes	63.82	41.4%	 	IVs	44
G101A	Hamerly-Wyard loams, 0 to 3 percent slopes	37.91	24.6%	 	IIe	77
G12A	Vallers, saline-Parnell complex, 0 to 1 percent slopes	17.67	11.5%	 	IVw	31
G144B	Barnes-Buse loams, 3 to 6 percent slopes	13.75	8.9%	 	IIIe	69
G250A	Divide loam, 0 to 2 percent slopes	11.83	7.7%	 	IIIs	58
G143B	Barnes-Svea loams, 3 to 6 percent slopes	8.51	5.5%	 	IIe	75
G45A	Colvin silty clay loam, 0 to 1 percent slopes	0.74	0.5%	 	IVw	45
Weighted Average					3.16	55.6

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

2021 BARNES COUNTY REAL ESTATE TAX STATEMENT**Parcel Number:**

36-1320200

Jurisdiction

SPRINGVALE TOWNSHIP

Statement No: 11926

PAUL & JOELLEN SWENSON

Physical Location**Legal Description**SECT-13 TWP-139 RANG-056
NW1/4
160.00 ACRES

ACRES: 160.00

2021 TAX BREAKDOWN

Net consolidated tax	1,535.39
Plus: Special Assessments	
Total tax due	1,535.39
Less: 5% discount if paid by Feb. 15th	76.76
Amount due by Feb. 15th	1,458.63
Or pay in two installments(with no discount)	
Payment 1: Pay by Mar. 1st	767.70
Payment 2: Pay by Oct. 17th	767.69

Legislative tax relief

(3-year comparison):	2019	2020	2021
Legislative tax relief	831.87	871.53	869.47

Tax distribution(3-year comparison):	2019	2020	2021
True And Full Value	127,100	131,100	131,000
Taxable Value	6,355	6,555	6,550
Less: Homestead credit			
Disabled Veterans' credit			
Net Taxable Value	6,355	6,555	6,550
Mill Levy	215.910	229.150	234.410

Taxes By District(in dollars):

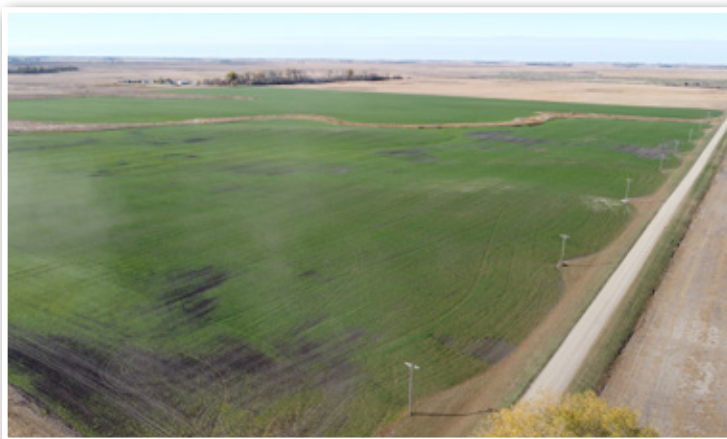
State	6.36	6.56	6.55
County	549.14	627.51	648.32
City/Twp SPRINGVALE TOWNSHIP	166.06	176.99	177.18
School MAPLE VALLEY SCHOOL DIST	521.11	557.18	556.75
COUNTY-WIDE	104.03	107.63	114.69
TOWER CITY R 19	25.42	26.22	31.90

Penalty on 1st Installment & Specials
 March 2..... 3%
 May 2..... 6%
 July 1..... 9%
 October 17..... 12%
 Penalty on 2nd Installment
 October 18..... 6%

Consolidated Tax	1,372.12	1,502.09	1,535.39
	.00	.00	.00
Net consolidated tax	1,372.12	1,502.09	1,535.39
Net effective tax rate	1.08%	1.15%	1.17%

FOR ASSISTANCE:

Office: Barnes County Treasurer
 230 4th St. NW RM 203
 Valley City, ND 58072
 Phone: 701-845-8505
 Website: www.barnescounty.us



FARM: 8359

North Dakota

U.S. Department of Agriculture

Prepared: 10/17/22 9:03 AM

Barnes

Farm Service Agency

Crop Year: 2023

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.

Farm Identifier: FARM DIV 5447
Recon Number: 2019 - 56

ARC/PLC G//F Eligibility: Eligible

CRP Contract Number(s): 11434

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
156.6	154.24	154.24	0.0	0.0	0.0	22.56	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod				
0.0	0.0	131.68	0.0	0.0	0.0				

ARC/PLC

PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
NONE	WHEAT, CORN , SOYBN BARLY	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	15.53	56	4.05
CORN	24.72	119	4.00
SOYBEANS	91.42	29	4.00
BARLEY	0.0	0	8.04
Total Base Acres:	131.67		

Tract Number: 10460 Description N2SE 13-139-56

FSA Physical Location : Barnes, ND ANSI Physical Location: Barnes, ND

BIA Range Unit Number:

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

Recon Number

Wetland Status: Tract contains a wetland or farmed wetland

2019- 55

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
156.6	154.24	154.24	0.0	0.0	0.0	22.56	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod		
0.0	0.0	131.68	0.0	0.0	0.0		

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	15.53	56	4.05

FARM: 8359

North Dakota

U.S. Department of Agriculture

Prepared: 10/17/22 9:03 AM

Barnes

Farm Service Agency

Crop Year: 2023

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

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.

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	24.72	119	4.00
SOYBEANS	91.42	29	4.00
BARLEY	0.0	0	8.04
Total Base Acres:	131.67		

CRP-1 (07-06-20)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION 38 003	2. SIGN-UP NUMBER 56
		3. CONTRACT NUMBER 11434	4. ACRES FOR ENROLLMENT 22.56
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) BARNES COUNTY FARM SERVICE AGENCY 110 WINTER SHOW RD SW #1 VALLEY CITY, ND 58072-4034		6. TRACT NUMBER 10460	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2021 TO: (MM-DD-YYYY) 09-30-2031
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (701)845-3083		8. SIGNUP TYPE: General	

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 receipt of a copy of the Appendix/Appendices for the applicable contract period. 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 PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 85.00	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 1,918.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	10460	0010	CP1	12.05	\$ 1,097.00
(Item 9C is applicable only when the first year payment is prorated.)		10460	0011	CP1	10.51	\$ 956.00

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

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
	100.00 %	Paul Swenson		07/06/2021
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	%			(MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	%			(MM-DD-YYYY)
12. CCC USE ONLY A. SIGNATURE OF CCC REPRESENTATIVE Brandin Lapierre				B. DATE (MM-DD-YYYY) 9-29-2021

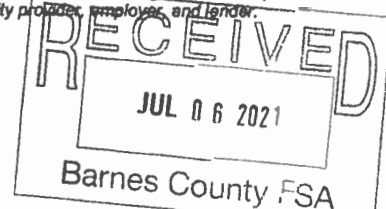
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended) The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq), the Food Security Act of 1985 (16 U.S.C. 3801 et seq), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq), the Agricultural Improvement Act of 2018 (Pub L. 115-334) and 7 CFR Part 1410 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

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1) 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.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.esr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410, (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



Date Printed: 07/01/2021



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:



Barnes County, North Dakota



SteffesGroup.com | 701.237.9173
2000 Main Avenue East, West Fargo, ND 58078