

# PEMBINA COUNTY, NORTH DAKOTA LAND AUCTION

Opens: Wednesday, March 1 | 8AM Closes: Wednesday, March 8 | 10AM 2023

TIMED ONLINE

From the Jct. of Co. Rd. 9 & Bush Rd. on the east side of Walhalla, ND, southeast 2 miles.

This property includes predominately recreational land with good established timber on Tract 1. Tract 2 includes 27 acres of cropland which is leased through 2024. Buyer shall receive future rent payments. Please note this land is enrolled in the PLOTS program which can be canceled at buyer's election if notice is provided to game & fish before June 1st. This is a great opportunity to buy hunting land in one of the best regions of the state!



Robert A. & Jerri-Lynne Veer

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

Steffes Group, Inc. | 2000 Main Avenue East, West Fargo, ND | 701.237.9173 | SteffesGroup.com Scott Steffes ND81; Max Steffes ND999. TERMS: 10% down upon signing purchase agreement with balance due at closing in 45 days.

### **Terms & Conditions**

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.



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 WEDNESDAY, MARCH 1 AT 8:00AM AND WILL CLOSE WEDNESDAY, MARCH 8 AT 10:00AM, 2023.

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 on or before, Friday, April 21, 2023.

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 ("Title Commitment") for issuance to Buyer of an ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the purchase price. In the event Seller elects to furnish a Title Commitment, Seller shall pay for 50% of the cost of the premium for the Title Policy, and Buyer shall pay for 50% of the cost of the premium for the Title Policy (and Buyer shall pay for 100% of the costs of any endorsements requested by Buyer, any costs related to extended coverage, and the costs of any lender's policy and endorsements). Zoning ordinances, building and use restrictions, reservations in federal and state patents and deeds, existing tenancies, easements and public roads shall not be deemed objectionable encumbrances or title defects, and will convey property by Warranty Deed.

### 2023 TAXES TO BE PAID BY

**BUYER.** Subsequent taxes and or special assessments, if any, to be paid by buyer. Real Estate Taxes are subject to reassessment under new owner.

Closing Agent Fee will be shared equally between Buyer and Seller.

The auction sale is for registered bidders and their guests. All bidding is open to the public and the property is offered for sale to qualified purchasers without regard to sex, race, color, religion, natural origin, or handicap.

Please note the bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid.

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

# THE PROPERTY WILL BE SOLD SUBJECT TO SELLER CONFIRMATION.

### PROPERTY SOLD WITHOUT WARRANTY

All dimensions and descriptions are approximations only based upon the best information available and are subject to possible variation. Sketches may not be drawn to scale and photographs may not depict the current condition of the property. Bidders should inspect the property and review all the pertinent documents and information available, as each bidder is

responsible for evaluation of the property and shall not rely upon the Seller, Broker or Auctioneer, their Employees or Agents. The property will be sold AS IS and without any warranties or representations, expressed or implied.

#### SUCCESSFUL BIDDER

The successful bidder of the property shall be determined by competitive bidding. Should any dispute arise between bidders, the auctioneer shall have the right to make the final decision either to determine the successful bidder or to re-offer the property that is in dispute. The auction will be recorded and the auctioneer's records shall be conclusive in all respects.

#### SELLER'S PERFORMANCE

The Seller has agreed to the terms of the sale as published. However, the Broker and Auctioneer make no warranties or guarantees as to the Seller's performance.

#### **AGENCY DISCLOSURE**

### Steffes Group, Inc. is representing the Seller.

#### **POSSESSION**

Possession will be at closing or completion of current crop harvest, whichever is later, unless otherwise agreed to in writing and agreeable by buyer and seller.

TRACT SURVEY: If tract 1 and tract 2 sell to separate buyers, the BUYER(S) and SELLER shall evenly split the costs of survey estimated to be \$4,550. If the same purchaser buys both tracts, seller WILL NOT provide a survey.

### RENT CONTRACT

Rent contract in place on the cropland acres for 2023 & 2024 crop years; Buyer to assume rent contract and payment.

### **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.
- Purchasing the property at a price you can afford.

How is this accomplished?

- 1. Estimate comparative value.
- 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.
- Check the selling price of previously sold properties.
- 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.

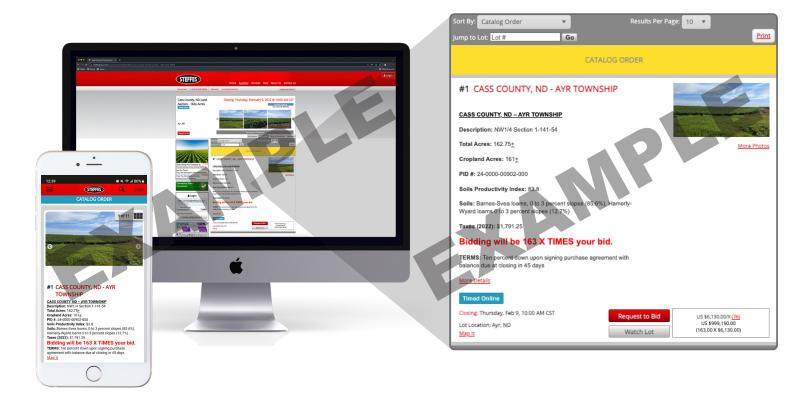
#### THE BIDDING STRATEGY

- 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.

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 their highest and best bid. PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!



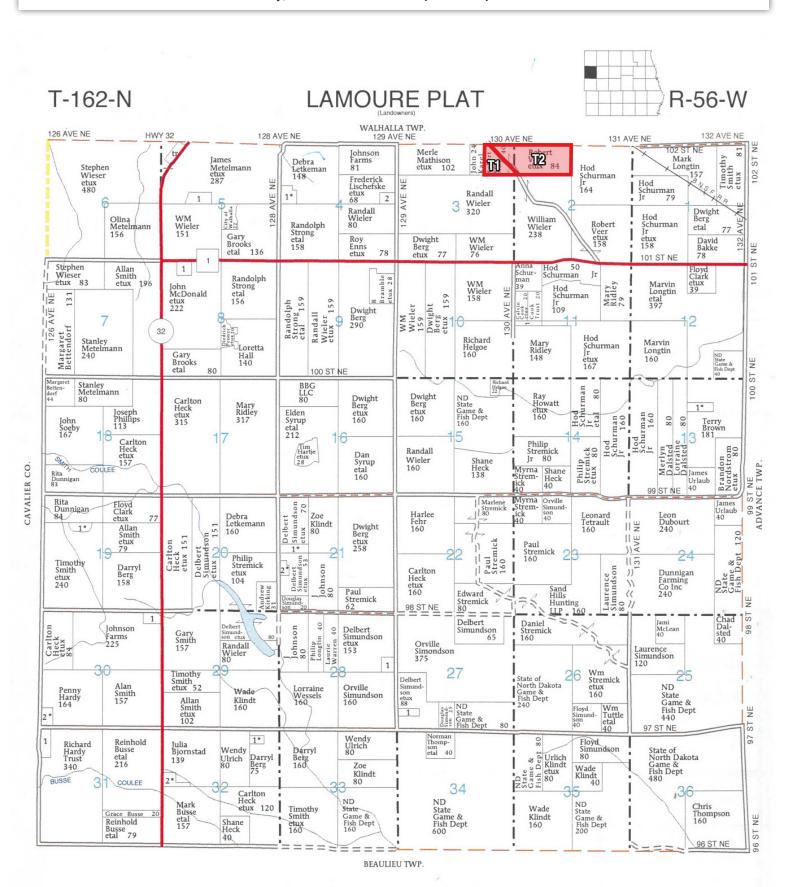
### **March 2023**

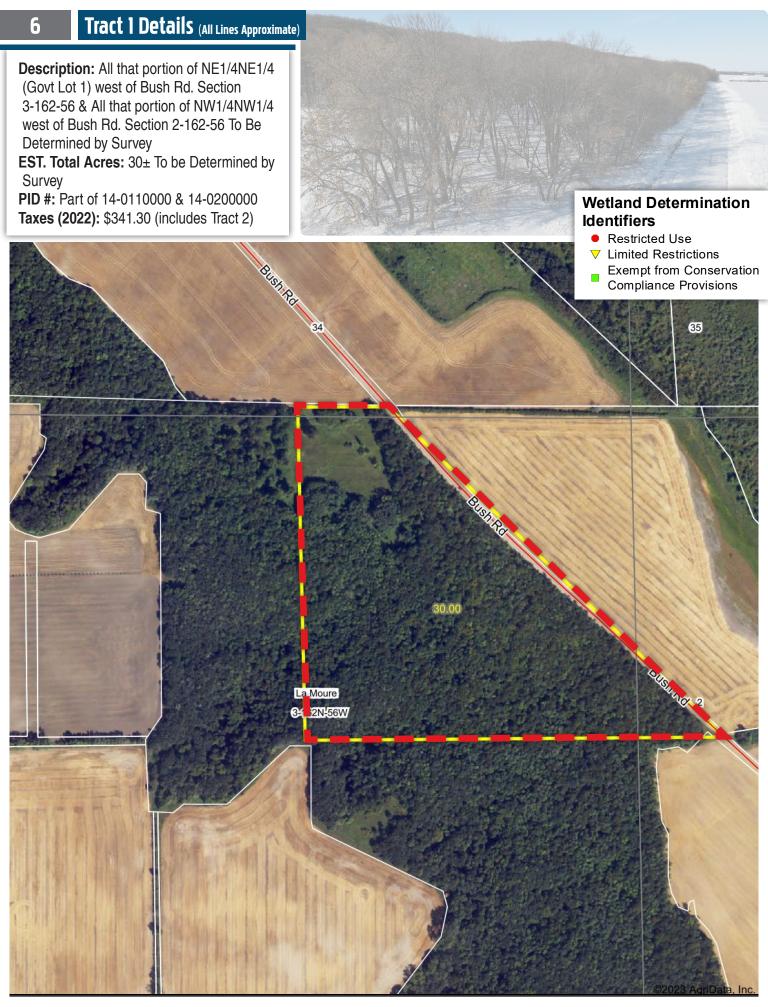
S	M	T	<b>W</b> OPENS	TH	F	S
			1 CLOSES	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

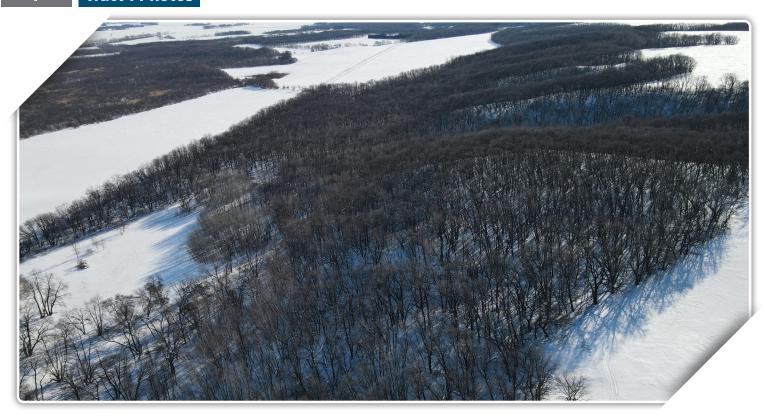
Land Located: From the Jct. of Co. Rd. 9 & Bush Rd. on the east side of Walhalla, ND, southeast 2 miles.



### Pembina County, ND / LaMoure Township / Description: Sections 2 & 3















Description: All that portion of NE1/4NE1/4 (Govt Lot 1) east of Bush Rd. Section 3-162-56 & All that portion of N1/2NW1/4 (Govt Lots 3 & 4) east of Bush Rd. Section 2-162-56 To Be Determined by Survey EST. Total Acres: 94± To be Determined by

Survey

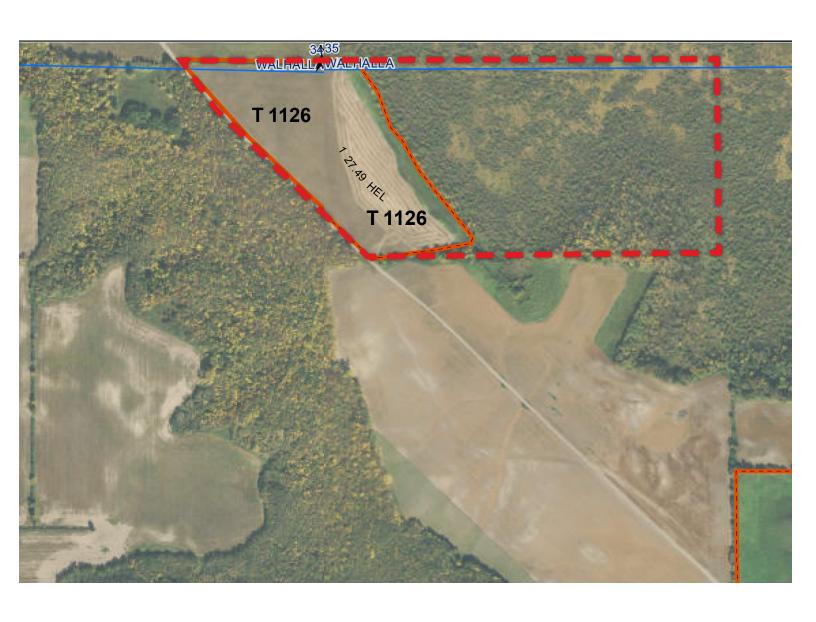
**Cropland Acres:** 27.49±

PID #: Part of 14-0110000 & 14-0200000 Cropland Soil Productivity Index: 50.8 Cropland Soils: Maddock-Hecla loamy fine sands (85%), Arveson loam (14.6%) Taxes (2022): \$341.30 (includes Tract 1)

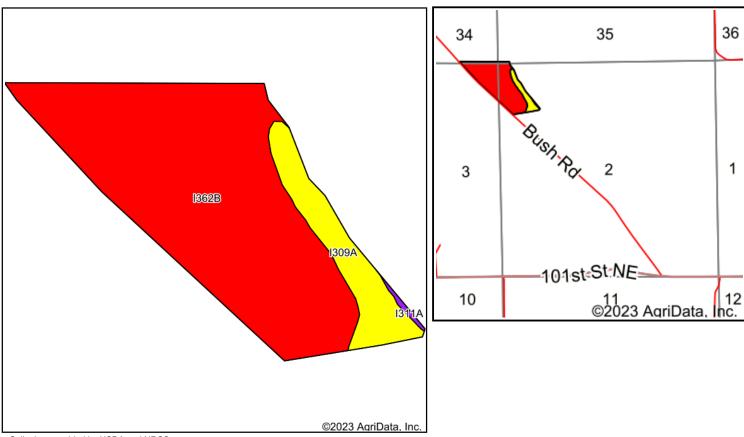


### Wetland Determination Identifiers

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







Soils data provided by USDA and NRCS.

Area S	Area Symbol: ND067, Soil Area Version: 24							
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index		
I362B	Maddock-Hecla loamy fine sands, 2 to 6 percent slopes	23.36	85.0%		IVe	49		
I309A	Arveson loam, 0 to 1 percent slopes	4.00	14.6%		llw	61		
I311A	Arveson loam, 0 to 1 percent slopes, frequently ponded	0.13	0.5%		IVw	51		
	Weighted Average 3.71							

 $<sup>^\</sup>star c:$  Using Capabilities Class Dominant Condition Aggregation Method Soils data provided by USDA and NRCS.

### **2022 PEMBINA COUNTY REAL ESTATE TAX STATEMENT**

Parcel Number:

14-0200000

LAMOURE TWP

ROBERT A & JERRI-LYNNE VEER

### Legal Description

SECT-03 TWP-162 RANG-056 NE 1/4 NE 1/4 (GOVT LOT 1) NWL 24.8 AC

ACRES: 40.00

### Jurisdiction

Physical Location

### Special Assessment Listing

Statement No:

2022 TAX BREAKDOWN

Less: 5% discount

Total tax due

Net consolidated tax

Plus: Special Assessments

if paid by Feb. 15th

Or pay in two installments(with no discount) Payment 1: Pay by Mar. 1st

Payment 2: Pay by Oct. 15th

Amount due by Feb. 15th

11448

94.36

94.36

4.71

89.65

47.18

47.18

Legislative tax relief			
(3-year comparison):	2020	2021	2022
Legislative tax relief	66.69	69.24	69.16
= Tax distribution(3-year comparison):	2020	2021	2022
True And Full Value	9,320	9,758	9,758
Taxable Value Less: Homestead credit Disabled Veterans' credit	466	488	488
Net Taxable Value	466	488	488
Mill Levy	175.200	158.600	167.950
Taxes By District(in dollars):			
State	.54	.57	.56
County	42.78	35.72	37.45
City/Twp LAMOURE TWP	10.33	10.55	10.36
School SCHOOL DIST 100	34.89	36.88	39.34
COUNTY WIDE	3.37	3.82	4.40
WALHALLA FIR 7	2.14	2.26	2.25
Consolidated Tax	94.05	89.80	94.36
<u>-</u>	.00	.00	.00
Net consolidated tax =	94.05	89.80	94.36
Net effective tax rate	1.01%	.92%	.97%

Penalty on 1st Installment & Specials
March 2 3%
May 1 6%
July 1 9%
October 15 12%
Penalty on 2nd Installment
October 16 6%
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### FOR ASSISTANCE, CONTACT:

Office: Pembina County Treasurer 301 Dakota St W, #1

Cavalier, ND 58220

Phone: 701-265-4231

Website: www.pembinacountynd.gov





### **2022 PEMBINA COUNTY REAL ESTATE TAX STATEMENT**

Parcel Number: LAMOURE TWP 14-0110000

ROBERT A & JERRI-LYNNE VEER

### Legal Description

SECT-02 TWP-162 RANG-056 N 1/2 NW 1/4 (GOVT LOTS 3 & 4) NWL 60.4 A

Legislative tax relief (3-year comparison):

#### Jurisdiction

Physical Location

2020

2021

2022	TAX	BREAKDOWN

Amount due by Feb. 15th	235.78
if paid by Feb. 15th	
Less: 5% discount	11.16
Total tax due	246.94
Plus: Special Assessments	23.60
Net consolidated tax	223.34

Statement No:

11446

Or pay in two installments(with no discount)						
Payment	1:	Pay	bу	Mar.	1st	135.27
Payment	2:	Pay	by	Oct.	15th	111.67

ACRES: 84.00

### Special Assessment Listing

2022

DRAIN	#12	23.60

Legislative tax relief	54.10	163.17	162.98
= Tax distribution(3-year comparison):	2020	2021	2022
True And Full Value	7,549	22,989	22,989
Taxable Value	378	1,150	1,150
Less: Homestead credit  Disabled Veterans' credit			
Net Taxable Value	378	1,150	1,150
Mill Levy	175.200	158.600	167.950
Taxes By District(in dollars):			
State	.55	1.34	1.33
County	43.86	84.59	88.64
City/Twp LAMOURE TWP	10.60	24.96	24.53
School SCHOOL DIST 100	35.77	87.31	93.11
COUNTY WIDE	3.45	9.03	10.41
WALHALLA FIR 7	2.20	5.36	5.32
Consolidated Tax	96.43	212.59	223.34
	.00	.00	.00
Net consolidated tax	96.43	212.59	223.34
Net effective tax rate	1.28%	.92%	.97%

Penalty on 1st Installment & Specials
1
March 2 3%
May 1 6%
July 1 9%
October 15 12%
Penalty on 2nd Installment
October 16 6%
\

### FOR ASSISTANCE, CONTACT:

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Cavalier, ND 58220 Phone: 701-265-4231

Website: www.pembinacountynd.gov





### **Abbreviated 156 Farm Record**

### NORTH DAKOTA

**PEMBINA** 

USDA

United States Department of Agriculture Farm Service Agency

**Abbreviated 156 Farm Record** 

**FARM**: 4360

Prepared: 2/2/23 10:20 AM CST

Crop Year: 2023

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Operator Name :

CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G/I/F Eligibility : Eligible

Farm Land Data									
Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
157.86	84.82	84.82	0.00	0.00	0.00	0.00	0.00	Active	2
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	84.82	0.0	00	0.00		0.00	0.00	0.00

Crop Election Choice						
ARC Individual	ARC County	Price Loss Coverage				
None	WHEAT, OATS, CORN, BARLY	None				

Tract Number : 1126

Description:C5/ NENE 3; N2NW 2 162 56FSA Physical Location:NORTH DAKOTA/PEMBINAANSI Physical Location:NORTH DAKOTA/PEMBINA

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 :

Other Producers : None
Recon ID : None

Tract Land Data								
Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	
27.49	27.49	27.49	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	27.49	0.00	0.00	0.00	0.00	0.00	

### **DCP Crop Data**

### Tract 1126 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	10.20	0.00	29
Oats	0.80	0.00	49
Corn	0.20	0.00	53
Barley	2.30	0.00	50

TOTAL 13.50 0.00

























Pembina County, ND

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SteffesGroup.com

## Earnest Money Receipt & Purchase Agreement

			U	ate:			
	ceived of nose address is						
	#Phone #		in the form of	as earnest money			
and	d in part payment of the purchase of real estate sold by	/ Auction and described as follows:					
Thi	is property the undersigned has this day sold to the BU	IVED for the sum of		•			
	rnest money hereinafter receipted for						
	lance to be paid as follows <u>In Cash at Closing</u>						
1.	BUYER acknowledges purchase of the real estate sub agrees to close as provided herein and therein. BUYE deposit approximating SELLER'S damages upon BUY	d 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 depo YER 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 ees 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 posit approximating SELLER'S damages upon BUYERS breach; that SELLER'S actual damages upon BUYER'S breach may be difficult or impossible to ascertain; t 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 lition 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 ("Title Commitment") for issuance to Buyer of an ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the purchase price. In the event seller elects to furnish a Title Commitment, Seller shall pay for 50% of the cost of the premium for the Title Policy, and Buyer shall pay for 50% of the cost of the premium or the Title Policy (and Buyer shall pay for 100% of the costs of any endorsements requested by Buyer, any costs related to extended coverage, and the costs of any ender's policy and endorsements). Zoning ordinances, building and use restrictions, reservations in federal and state patents and deeds, existing tenancies, easements and public roads shall not be deemed objectionable encumbrances or title defects.						
3.	f 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 sai 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 paymer 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 shall be assessed against the property subsequent to		concerning the amount of real estate taxes	or special assessments, which			
5.	Minnesota Taxes: SELLER agrees to pay  BUYER agrees to pay  SELLER warrants taxes for	of the real state taxes a	nstallment of special assessments due ar nd installments and special assessments Non-Homestead. Sl	due and payable in			
	State Deed Tax.			g			
6.	North Dakota Taxes:						
7.	South Dakota Taxes:						
8.	The property is to be conveyed by reservations and restrictions of record.	deed, free and clear of all encumbr	rances except special assessments, existi	ng tenancies, easements,			
9.	Closing of the sale is to be on or beforeclosing.			Possession will be at			
10.	This property is sold AS IS, WHERE IS, WITH ALL FAU to water quality, seepage, septic and sewer operation conditions that may affect the usability or value of the	and condition, radon gas, asbestos, pre					
11.	The contract, together with the Terms and Conditions representations, agreements, or understanding not se conflict with or are inconsistent with the Buyer's Pros	et forth herein, whether made by agent o	r party hereto. This contract shall control				
12.	Other conditions: Subject to easements, reservations agent DO NOT MAKE ANY REPRESENTATIONS OR AN						
13.	Any other conditions:						
14.	Steffes Group, Inc. stipulates they represent the SELL	.ER in this transaction.					
Bu	yer:		Seller:				
_			Seller's Printed Name & Address:				
Ste	effes Group, Inc.						



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