

## Opens: Tuesday, May 28 | 8AM Closes: Tuesday, June 4 | 10AM 2024

Gregory & Andrea Stahl, Owners

From the intersection of ND Hwy. 3 and ND Hwy. 17, north of Rugby, east 11 miles, then north on 40th Ave. NE 3 miles, then east 1 mile to the northern edge of property.

TIMED

ONI INF

Auctioneer's Note: Great opportunity to add this diverse tract of land to your land holdings yet this spring. Sells free of cropland and pasture lease for 2024. The pasture acres provide for great summer grazing with an added benefit of additional acres available for grazing during the fall on crop stubble or cover crops. A natural spring near the center of the parcel provides water year round for livestock producers.





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

Steffes Group, Inc. | 14083 51st St. NW, Williston, ND 58801 | 701.237.9173 | SteffesGroup.com Scott Steffes ND1634; Martin Peterson ND11034. 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 in the 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

AL 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.

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.

The sale of this property IS NOT contingent on the Buyer securing financing or any other Buyer contingencies.

#### THE AUCTION BEGINS ON TUESDAY, MAY 28 AND WILL END AT 10AM TUESDAY, JUNE 4, 2024.

All bidders must register their name, address, and telephone number in order to receive a bidding number, or all bidders must register with SteffesGroup.com as an online bidder to participate in the auction sale online.

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 contract sale price will be required. Those funds will be placed in a Real Estate Trust Account as good faith money until closing.

Down payment is due on the day the bidding closes and signing of the contracts will take place through email and electronic document signatures. In the event the auction bidding closes after 3:00pm, the earnest money will be due the following business day.

The contract signing will take place at Steffes Group, 2000 Main Ave. E, West Fargo, ND 58078

If the winning bidder is unable to come to the Steffes office for signing of the contract, arrangements will be made to email or fax a copy of the contract for signature. The buyer would fax the signed copy back to 701.237.9173 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, July 19, 2024.

Closing will take place at Seller's closing attorney office, or a professional closing company agreeable to both buyer and seller.

Seller will provide up-to-date merchantable abstract(s) 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.

Property will be conveyed by a Warranty Deed.

#### 2024 Taxes: Prorated to close

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

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 UPON 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.

#### 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

This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, any results that an accurate survey may show, as well as all applicable zoning laws.

#### BUYER DEFAULT

When using our online auction services, you are making a firm commitment to purchase said item(s) and are entering into a legal and binding contract. Bids may not be cancelled or retracted for any reason.

Non-paying bidders or fraudulent bidding will subject you to legal recourse and possible criminal charges including any fraud and/or interstate commerce violations.

#### INTERNET RISK

You acknowledge that the internet may be an unreliable and error-prone network. Steffes Group will not guarantee that bids placed online will always be transmitted to or received by the auctioneer in a timely fashion. You agree to hold Steffes Group, Inc. and its employees harmless for any interruptions in online bidding. At the sole discretion of the Company, the auction may be suspended, postponed, or cancelled if internet service is unstable or disrupts the online portion of any event that is simulcast as an Internet Auction.

Further, the auctioneer has the sole discretion to accept or refuse any bid. Steffes Group retains the right, at our sole discretion, to add, delete, or change some or all of our online services and the terms and conditions governing their online auctions at any time without notice.

#### **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

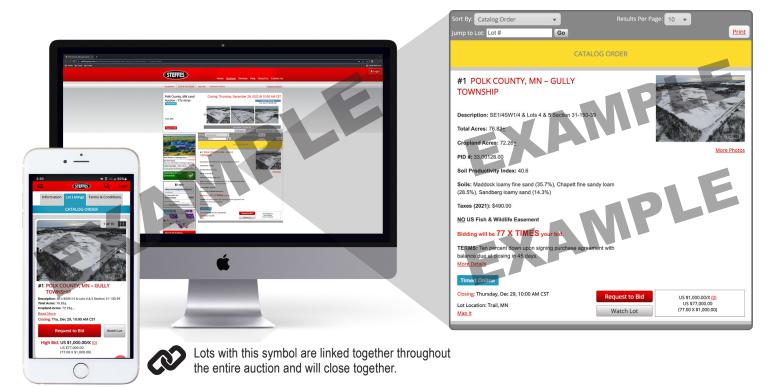
- Research and know the value of the property.
- Have your financing arranged before the auction.
- Establish your highest and best bid before the bidding begins.
- Make your bids promptly to force other bidders up or out without delay.



### 3 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!



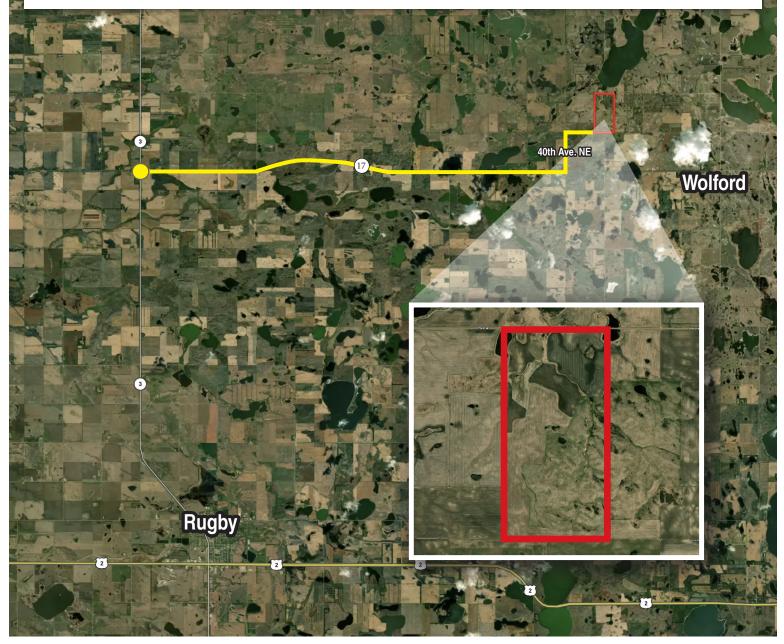
## MAY / JUNE 2024

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

#### PIERCE COUNTY, ND - JUNIATA TOWNSHIP

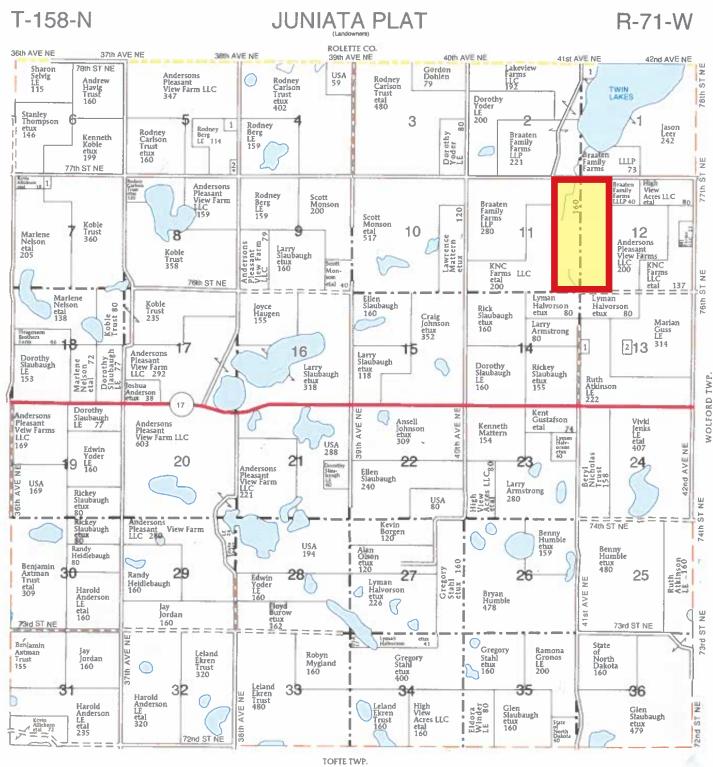
Directions: From the intersection of ND Hwy. 3 and ND Hwy. 17, north of Rugby, east 11 miles, then north on 40th Ave. NE 3 miles, then east 1 mile to the northern edge of property. Description: E1/2SE1/4 & E1/2NE1/4 Section 11-158-71 & W1/2NW1/4 & W1/2SW1/4 Section 12-158-71 Total Acres: 320± Cropland Acres: 174.11± Pasture Acres: 145.89± PID #'s: 00456000 & 00463000 Soil Productivity Index (Cropland): 69.2 Soils: Heimdal-Emrick Ioams (36.1%), Emrick Ioam (27.9%), Heimdal-Esmond-Sisseton Ioams (10.9%) Taxes (2023): \$2,047.68 NO US Fish & Wildlife Easement Please Note: Free standing panels and bale feeder in SW corner of pasture to be removed by real estate closing date.

**Please Note:** Free standing panels and bale feeder in SW corner of pasture to be removed by real estate closing date. **Also Note:** JD MoCo located along the north property line to remain on the property following real estate closing date.



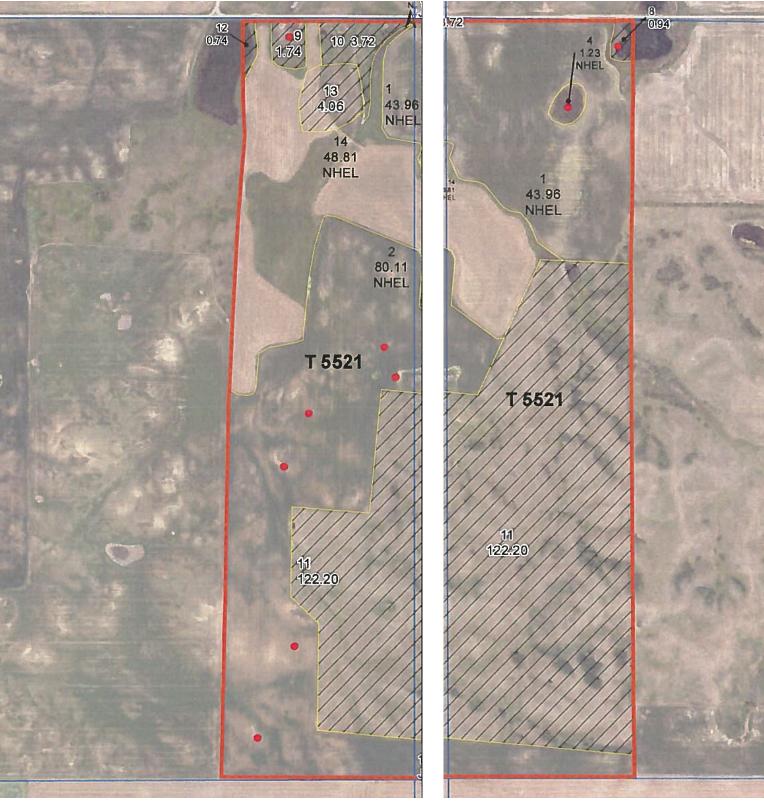
\*Lines are approximate

5 Plat Map



SPRING LAKE TWP.

FSA Map 6



Common Land Unit // Non-Cropland Cropland

Tract Boundary PLSS

#### Wetland Determination Identifiers

- Restricted Use
- $\nabla$ Limited Restrictions
- Exempt from Conservation Compliance Provisions

## 7 Abbreviated 156 Farm Records

Tract Number	:	5521	
Description	:	ENE; ESE 11; WNW; WSW 12-158-71	
FSA Physical Location	:	NORTH DAKOTA/PIERCE	
ANSI Physical Location	:	NORTH DAKOTA/PIERCE	
BIA Unit Range Number	:		
HEL Status	:	NHEL: No agricultural commodity planted on und	letermined fields
Wetland Status	:	Tract contains a wetland or farmed wetland	
WL Violations	:	None	
Owners	:	GREGORY A STAHL, ANDREA LYNN STAHL	
Other Producers	:	None	
Recon ID	:	38-069-2023-11	

Tract Land Data						- Carter Care and	
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
307.51	174.11	174.11	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	174.11	0.00	0.00	0.00	0.00	0.00

DCP	Crop	Data
 		Marine Street of Con-

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	67.98	0.00	48
Oats	20.23	0.00	76
Corn	6.60	0.00	45
Sunflowers	0.60	0.00	1315
Soybeans	15.28	0.00	38
Barley	0.65	0.00	41

#### Page: 3 of 4

NORTH DAKOTA

PIERCE

Form: FSA-156EZ

## USDA Unit

United States Department of Agriculture Farm Service Agency FARM: 6008 Prepared: 4/16/24 8:14 AM CST Crop Year: 2024

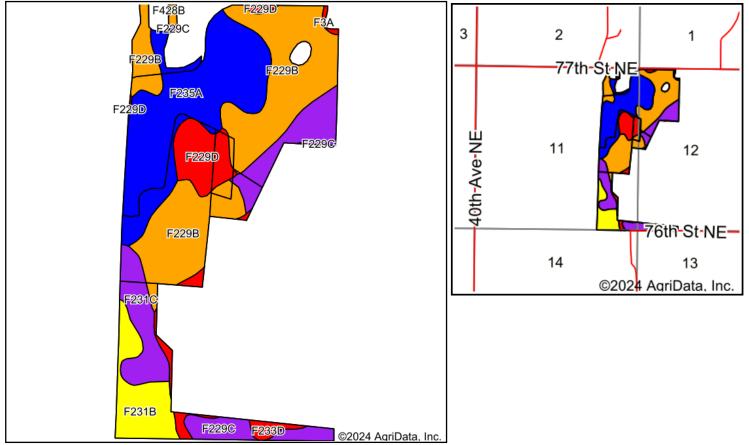
#### Abbreviated 156 Farm Record

#### Tract 5521 Continued ...

Canola		26.89	0.00	2046
ΤΟΤΑΙ	-	138.23	0.00	







Soils data provided by USDA and NRCS.

Area Sy	Area Symbol: ND069, Soil Area Version: 27					
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
F229B	Heimdal-Emrick loams, 3 to 6 percent slopes	62.45	36.1%		lle	72
F235A	Emrick loam, 0 to 3 percent slopes	48.15	27.9%		lle	86
F229C	Heimdal-Esmond-Sisseton loams, 6 to 9 percent slopes	18.85	10.9%		IVe	54
F231B	Embden-Heimdal complex, 3 to 6 percent slopes	14.01	8.1%		llle	68
F231C	Heimdal-Embden-Esmond complex, 6 to 9 percent slopes	12.13	7.0%		IVe	53
F229D	Heimdal-Esmond-Sisseton loams, 9 to 15 percent slopes	11.89	6.9%		Vle	40
F233D	Esmond-Heimdal-Darnen loams, 6 to 15 percent slopes	4.98	2.9%		Vle	46
F3A	Parnell silty clay loam, 0 to 1 percent slopes	0.42	0.2%		Vw	25
	Weighted Average					69.2

\*c: Using Capabilities Class Dominant Condition Aggregation Method

### 2023 Pierce County Real Estate Tax Statement

Parcel Number 00456000	<b>Jurisdiction</b> 03-005-70-00	)-00	
Owner STAHL, GREGORY ALAN & ANDREA LYNN	Physical Locatic JUNIATA TC		
Legal Description E1/2SE1/4, E1/2NE1/4 (11-158-71)			
Legislative tax relief			
(3-year comparison):	2021	2022	2023
Legislative tax relief	742.81	741.68	760.46
Tax distribution (3-year comparison):	2021	2022	2023
True and full value	108,698	108,487	110,015
Taxable value	5,435	5,424	5,501
Less: Homestead credit	0	0	0
Disabled Veterans credit	0	0	0
Net taxable value	5,435	5,424	5,501
Total mill levy	208.62	214.75	219.45
Taxes By District (in dollars):			
County	348.28	379.18	411.69
City/Township	150.71	150.46	152.16
School (after state reduction)	604.16	603.80	611.98
Fire	19.84	20.50	20.35
State	10.86	10.84	11.00
Consolidated Tax	1,133.85	1,164.78	1,207.18
Net Effective tax rate	1.04%	1.07%	1.10%

STAHL, ANDREA & GREGORY Taxpayer ID: 128311

#### 2023 TAX BREAKDOWN

Net consolid	lated tax	1,207.18
Plus: Specia	l assessments	0.00
Total tax du		1,207.18
Less 5% dis	count,	
if paid	l by Feb. 15, 2024	60.36
Amount du	e by Feb. 15, 2024	1,146.82
	e company pays your property tional statement only.)	taxes, then
Or pay in tw	vo installments (with no	discount):
Payment	t 1: Pay by Mar. 1st	603.59
Payment	t 2: Pay by Oct. 15th	603.59
Parcel Acre Agricult Resident Commer Special asse No Spec	ural 160.00 acres tial 0.00 acres rcial 0.00 acres	vailable
Marc Ju Penalty Add 12%	Dates for Specials & Pay ch 2: 3% May 1: 6% ly 1: 9% Oct 15: 12% for Payment 2Oct 16: 6 Interest per Year delind STANCE, CONTACT: Karen Migler, Treasur 240 2ND ST SE Ste 6	6% quent er
	240 2ND ST SE, Ste 6 Rugby, ND 58368	
Phone:	(701) 776-5225	





SteffesGroup.com









Pierce County, ND

## 11 Earnest Money Receipt & Purchase Agreement

		I	Date:
	eceived of		
WI	hose address is		
ss	S # the sum of	in the form of	as earnest money
	Id in part payment of the purchase of real estate sold by Auction and described as follows:		
Th	is property the undersigned has this day sold to the BUYER for the sum of		\$
Ea	arnest money hereinafter receipted for		\$
Ba	alance to be paid as followsIn Cash at Closing		\$
1.	Said deposit to be placed in the Steffes Group, Inc. Trust Account until closing, BUYERS BUYER acknowledges purchase of the real estate subject to Terms and Conditions of this agrees to close as provided herein and therein. BUYER acknowledges and agrees that the deposit approximating SELLER'S damages upon BUYERS breach; that SELLER'S actual that failure to close as provided in the above referenced documents will result in forfeitur addition to SELLER'S other remedies.	s contract, subject to the Terms and Condition e amount of deposit is reasonable; that the pa damages upon BUYER'S breach may be diffic	ns of the Buyer's Prospectus, and arties have endeavored to fix a cult or impossible to ascertain;
2.	Prior to closing, SELLER at SELLER'S expense and election shall furnish to Buyer either commitment ("Title Commitment") for issuance to Buyer of an ALTA Owner's Policy of Tit Seller elects to furnish a Title Commitment, Seller shall pay for 50% of the cost of the prei for the Title Policy (and Buyer shall pay for 100% of the costs of any endorsements reque lender's policy and endorsements). Zoning ordinances, building and use restrictions, res and public roads shall not be deemed objectionable encumbrances or title defects.	le Insurance ("Title Policy") in the amount of mium for the Title Policy, and Buyer shall pay sted by Buyer, any costs related to extended	the purchase price. In the event for 50% of the cost of the premium coverage, and the costs of any
3.	If the SELLER'S title is not insurable or free of defects and cannot be made so within sixt SELLER, then said earnest money shall be refunded and all rights of the BUYER terminat sale is approved by the SELLER and the SELLER'S title is marketable and the buyer for a promptly as above set forth, then the SELLER shall be paid the earnest money so held in Payment shall not constitute an election of remedies or prejudice SELLER'S rights to pur specific performance. Time is of the essence for all covenants and conditions in this entit	ed, except that BUYER may waive defects and ny reason fails, neglects, or refuses to compl escrow as liquidated damages for such failur sue any and all other remedies against BUYE	d elect to purchase. However, if said lete purchase, and to make paymen re to consummate the purchase.
4.	Neither the SELLER nor SELLER'S AGENT make any representation of warranty whatsoe shall be assessed against the property subsequent to the date of purchase.	ver concerning the amount of real estate taxe	es or special assessments, which
5.	Minnesota Taxes: SELLER agrees to pay of the real estate taxes a BUYER agrees to pay of the real state tax   BUYER agrees to pay of the real state tax   SELLER warrants taxes for are Homestea	es and installments and special assessments	s due and payable in
	State Deed Tax.		ug p.,
6.	North Dakota Taxes:		
7.	South Dakota Taxes:		
8.	The property is to be conveyed by deed, free and clear of all encurres reservations and restrictions of record.	umbrances except special assessments, exist	ing tenancies, easements,
9.	Closing of the sale is to be on or before closing.		Possession will be at
10	I. This property is sold AS IS, WHERE IS, WITH ALL FAULTS. BUYER is responsible for insp to water quality, seepage, septic and sewer operation and condition, radon gas, asbestos 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 representations, agreements, or understanding not set forth herein, whether made by age conflict with or are inconsistent with the Buyer's Prospectus or any announcements mad	ent or party hereto. This contract shall control	
12	2. Other conditions: Subject to easements, reservations and restrictions of record, existing agent DO NOT MAKE ANY REPRESENTATIONS OR ANY WARRANTIES AS TO MINERAL F		
13	Any other conditions:		
14	. Steffes Group, Inc. stipulates they represent the SELLER in this transaction.		
Βι	uyer:	Seller:	
St	effes Group, Inc.	Seller's Printed Name & Address:	
	-		



SteffesGroup.com | 701.237.9173 | 14083 51st St. NW, Williston, ND 58801