

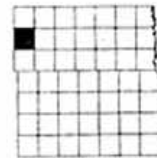
# FARMLAND AUCTION

## BUYER'S PROSPECTUS

### Monday, September 24, 2012 10:00 AM

**AUCTION LOCATION:** On land site, from Page ND, 1 mile south on ND 38, 2.5 miles west on 19th Street

Now offering online bidding! See details inside!



T-142-N

LAKE PLAT  
(Landowners)

R-55-W

ROCHESTER TWP.



## Richard & Shirley Stevens - Owners



**STEFFES AUCTIONEERS INC**  
 2000 Main Avenue East, West Fargo, ND 58078  
 Contact Rodney Steffes (701) 237-9173

Scott Steffes ND81, Brad Olstad ND319

Details on [www.steffesauctioneers.com](http://www.steffesauctioneers.com) & [www.iqbid.com](http://www.iqbid.com)

# TERMS & CONDITIONS

The Terms and Conditions of Sale are set forth below upon this page of the Buyer's Prospectus and on the Earnest Money Receipt and Purchase Agreement.

The information set forth is believed to be accurate. However, the owner of the properties and Steffes Auctioneers 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.

- ◆ All bidders must register their name, address, and telephone number.
- ◆ Auction staff will be at the sale site approximately one hour prior to sale time. 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 the Steffes Auctioneers Auction Trust Account as good faith money until closing.
- ◆ 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 with cashier's check at closing on **Wednesday, October 24, 2012.**
- ◆ Seller will provide up-to date Abstract(s) at their expense and will convey property by Warranty Deed.
- ◆ **2012 Real Estate taxes 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.
- ◆ All bidding will be on a per tract basis. We will not have 'per acre' bidding.
- ◆ 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 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.
- ◆ **THE PROPERTY WILL BE SOLD AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED.**

## ◆ **THE PROPERTY WILL BE SOLD SUBJECT TO OWNER 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, express 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 to either 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.

### **CLOSING**

The successful bidder will be required, at the close of the auction, to complete the *Earnest Money Receipt and Purchase Agreement*. A sample contract is included in this Prospectus. Balance of the purchase price is due in cash at closing on **Wednesday, October 24, 2012.** Closing will take place at a closing company agreeable to both buyer and seller.

### **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 Auctioneers Inc. is representing the Seller and will be paid by the seller.**

### **POSSESSION**

Possession will be at closing 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 wells.

### **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.

### **TERMS & ELIGIBILITY FOR REAL ESTATE AUCTIONS USING ONLINE BIDDING IN CONJUNCTION WITH LIVE WEBCAST**

By accepting the terms and conditions of this auction you acknowledge you are entering into a legal and binding contract:

Internet Bidder's Fee: 2% (with a cap of \$500 per lot OR tract)

Onsite Bidder's Fee: 0%

Payment Options for Online Bidders: Cashier's Check, Certified Funds or Wire Transfer

Online Bidder Requirements:

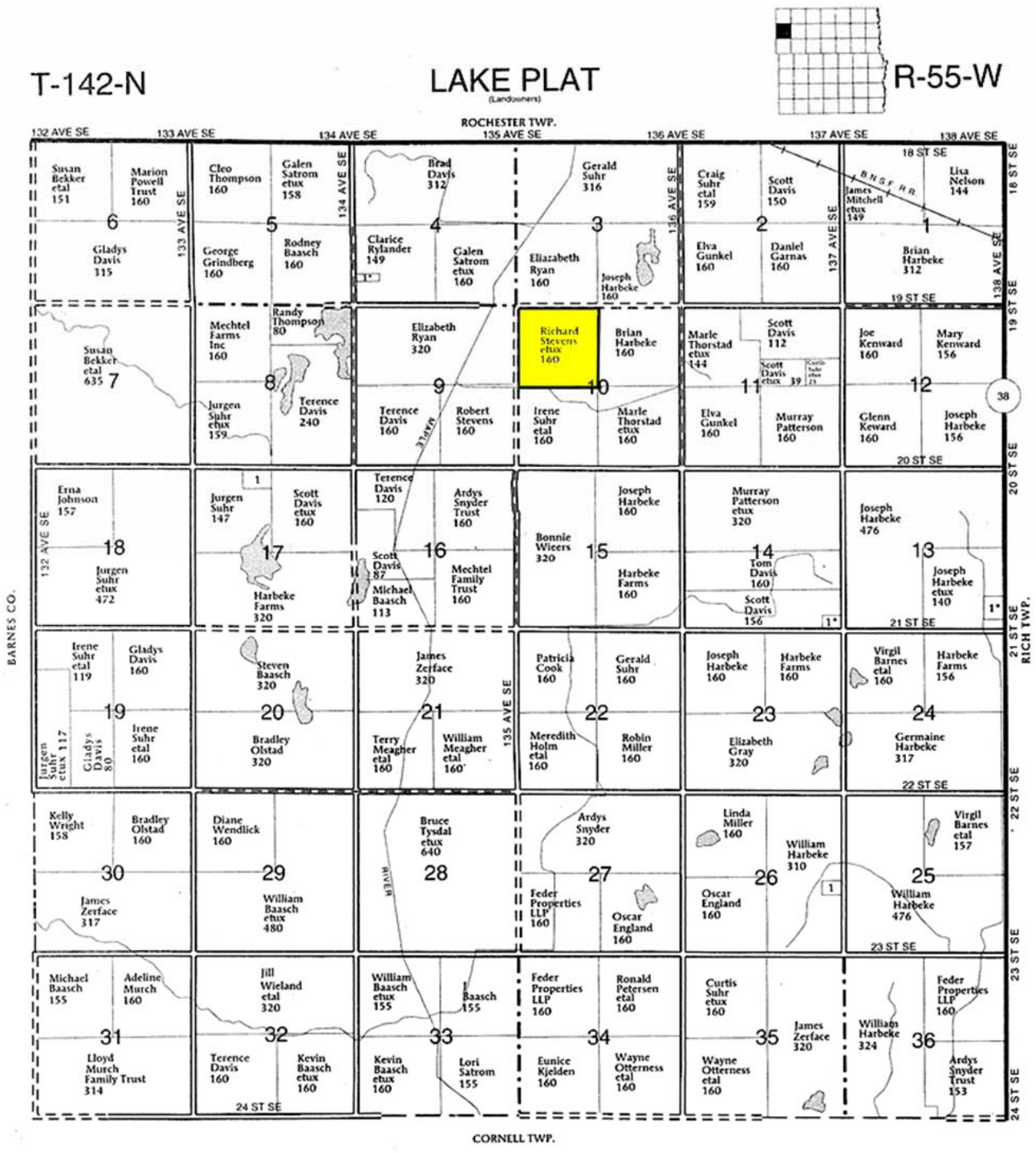
- Online bidders will need a \$20,000 deposit by cashier's check, certified funds or wire transfer in order to be approved to bid online. Please contact Corina at (701) 237-9173 for wire transfer account information.
- Funds sent via cashier's check or certified funds should be sent FedEx Overnight to arrive prior to the auction date or the beginning of online bidding – **NO EXCEPTIONS!**
- Funds should be made payable to Steffes Auctioneers Inc., 2000 Main Avenue East, West Fargo, ND 58078
- Unsuccessful bidders will have their deposit returned via overnight delivery the next business day.

# PLAT MAP OF LAKE TOWNSHIP—CASS COUNTY ND

**AUCTION LOCATION: On land site, from Page ND, 1 mile south on ND 38, 2.5 miles west on 19th Street**

**Legal Description: NW1/4 10-142-55**

**CRP CONTRACT EXPIRING SEPTEMBER 30, 2012**





# FSA MAP

**USDA Farm Service Agency**  
Cass County, North Dakota



Farm 10271

S10 T142N R55W

Lake Township  
Cass County, ND

2012 Program Year



**Wetland Determination Identifiers**

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

**Common Land Unit**

- Cropland
- ▨ Non-cropland

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

# FSA FARM RECORD

North Dakota  
Cass  
Report ID: FSA-156EZ

U.S. Department of Agriculture  
Farm Service Agency  
Abbreviated 156 Farm Record

**FARM: 10271**  
Prepared: 8/27/12 1:28 PM  
Crop Year: 2012  
Page: 5 of 6

Tract Number: 12517      Description 66/ E2NW 10-142-55

FAV/WR  
History  
N

BIA Range Unit Number:

HEL Status: Classified as not HEL

Wetland Status: Tract does not contain a wetland

WL Violations: None

| Farmland              | Cropland              | DCP<br>Cropland           | WBP               | WRP/EWP | CRP<br>Cropland | GRP |
|-----------------------|-----------------------|---------------------------|-------------------|---------|-----------------|-----|
| 80.0                  | 79.3                  | 79.3                      | 0.0               | 0.0     | 79.3            | 0.0 |
| State<br>Conservation | Other<br>Conservation | Effective<br>DCP Cropland | Double<br>Cropped | NAP     | MPL/FWP         |     |
| 0.0                   | 0.0                   | 0.0                       | 0.0               | 0.0     | 0.0             |     |

Owners: RICHARD STEVENS

Other Producers: None

Tract Number: 12516      Description 66/ W2NW 10-142-55

FAV/WR  
History  
N

BIA Range Unit Number:

HEL Status: Classified as not HEL

Wetland Status: Tract does not contain a wetland

WL Violations: None

| Farmland              | Cropland              | DCP<br>Cropland           | WBP               | WRP/EWP | CRP<br>Cropland | GRP |
|-----------------------|-----------------------|---------------------------|-------------------|---------|-----------------|-----|
| 80.0                  | 79.3                  | 79.3                      | 0.0               | 0.0     | 79.3            | 0.0 |
| State<br>Conservation | Other<br>Conservation | Effective<br>DCP Cropland | Double<br>Cropped | NAP     | MPL/FWP         |     |
| 0.0                   | 0.0                   | 0.0                       | 0.0               | 0.0     | 0.0             |     |

Owners: RICHARD STEVENS

Other Producers: None

# CRP CONTRACT EXPIRES 9-30-2012—#12517

This form is available electronically.

|  |  |
|--|--|
| <b>CRP-1</b><br>(03-26-04)   | U.S. DEPARTMENT OF AGRICULTURE<br>Commodity Credit Corporation                     |
| <b>CONSERVATION RESERVE PROGRAM CONTRACT</b>   |  |
| <small>NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</small> |  |
| 7. COUNTY OFFICE ADDRESS (Include Zip Code):<br><br>Cass County FSA Office<br>4660 Amber Valley Pkwy<br>Fargo, ND 58104-8612   | 1. ST. & CO. CODE & ADMIN. LOCATION<br>38-017                                      |
| TELEPHONE NUMBER (Include Area Code): (701) 282-2157   | 2. SIGN-UP NUMBER<br>15  |
| 5. FARM NUMBER<br>9298   | 3. CONTRACT NUMBER<br>231F   |
| 8. OFFER (Select one)<br><br>GENERAL <input checked="" type="checkbox"/><br>ENVIRONMENTAL PRIORITY <input type="checkbox"/>  | 4. ACRES FOR ENROLLMENT<br>79.3  |
| 6. TRACT NUMBER(S)<br>12517  | 9. CONTRACT PERIOD<br>FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY)<br>10-01-1997 09-30-2012 |

*THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with 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 that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.*

|  |  |              |                 |          |                               |
|--|--|--------------|-----------------|----------|-------------------------------|
| 10A. Rental Rate Per Acre \$ 43.00   | 11. Identification of CRP Land (See Page 2 for additional space) |              |                 |          |                               |
| B. Annual Contract Payment \$ 3,410  | A. Tract No.   | B. Field No. | C. Practice No. | D. Acres | E. Total Estimated Cost-Share |
| C. First Year Payment \$   | 12517  | 1            | CP-1            | 79.3     | 1,307                         |
| (Item 10C applicable only to continuous signup when the first year payment is prorated.) |  |              |                 |          |                               |

**12. PARTICIPANTS**

|   |                       |  |
|---|-----------------------|--|
| A(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):<br>Richard Stevens<br>13820 18th St SE<br>Page, ND 58064 | (2) SHARE<br><br>100% | (3) SOCIAL SECURITY NUMBER: XXX-XX<br>(4) SIGNATURE: <i>Richard Stevens</i><br><small>(If more than three individuals are signing, continue on attachment.)</small> 9-3-08 |
| B(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):  | (2) SHARE<br><br>%    | (3) SOCIAL SECURITY NUMBER:<br>(4) SIGNATURE<br><small>(If more than three individuals are signing, continue on attachment.)</small>                                       |
| C(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):  | (2) SHARE<br><br>%    | (3) SOCIAL SECURITY NUMBER:<br>(4) SIGNATURE<br><small>(If more than three individuals are signing, continue on attachment.)</small>                                       |

(If more than three individuals are signing, continue on attachment.)

(If more than three individuals are signing, continue on attachment.)

13. CCC USE ONLY - Payments according to the shares are approved.

A. SIGNATURE OF CCC REPRESENTATIVE

B. DATE (MM-DD-YYYY)

*[Signature]*

9-11-2009

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D. C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

Original - County Office Copy

Owner's Copy

Operator's Copy



# CRP CONTRACT EXPIRES 9-30-2012—#12516

This form is available electronically.

|   |   |   |  |
|---|---|---|--|
| <b>CRP-1</b><br>(03-26-04)  | <b>U.S. DEPARTMENT OF AGRICULTURE</b><br>Commodity Credit Corporation | 1. ST. & CO. CODE & ADMIN. LOCATION<br>38-017   | 2. SIGN-UP NUMBER<br>15  |
| <b>CONSERVATION RESERVE PROGRAM CONTRACT</b>  |   | 3. CONTRACT NUMBER<br>231G  | 4. ACRES FOR ENROLLMENT<br>79.3  |
| NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. |   | 5. FARM NUMBER<br>9298  | 6. TRACT NUMBER(S)<br>12516  |
| 7. COUNTY OFFICE ADDRESS (Include Zip Code):<br><br>Cass County FSA Office<br>4660 Amber Valley Pkwy<br>Fargo, ND 58104-8612  |   | 8. OFFER (Select one)<br><br>GENERAL <input type="checkbox"/><br>ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/> | 9. CONTRACT PERIOD<br>FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY)<br>10-01-1997 09-30-2012 |
| TELEPHONE NUMBER (Include Area Code): (701) 282-2157  |   |   |  |

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with 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 that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. **BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.**

|  |  |              |                 |          |                               |
|--|--|--------------|-----------------|----------|-------------------------------|
| 10A. Rental Rate Per Acre \$ 43.00   | 11. Identification of CRP Land (See Page 2 for additional space) |              |                 |          |                               |
| B. Annual Contract Payment \$ 3,410<br><br>C. First Year Payment \$                      | A. Tract No.   | B. Field No. | C. Practice No. | D. Acres | E. Total Estimated Cost-Share |
| (Item 10C applicable only to continuous signup when the first year payment is prorated.) | 12516  | 1            | CP-1            | 79.3     | 1,307                         |

**12. PARTICIPANTS**

|   |                       |   |                                 |
|---|-----------------------|---|---------------------------------|
| A(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):<br>Richard Stevens<br>13820 18th St SE<br>Page, ND 58064 | (2) SHARE<br><br>100% | (3) SOCIAL SECURITY NUMBER: XXX-XX-<br><br>(4) SIGNATURE<br>(If more than three individuals are signing, continue on attachment.) | DATE (MM-DD-YYYY)<br><br>9-3-08 |
| B(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):  | (2) SHARE<br><br>%    | (3) SOCIAL SECURITY NUMBER:<br><br>(4) SIGNATURE<br><br>(If more than three individuals are signing, continue on attachment.)     | DATE (MM-DD-YYYY)               |
| C(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):  | (2) SHARE<br><br>%    | (3) SOCIAL SECURITY NUMBER:<br><br>(4) SIGNATURE<br><br>(If more than three individuals are signing, continue on attachment.)     | DATE (MM-DD-YYYY)               |

13. CCC USE ONLY - Payments according to the shares are approved.

|  |                                   |
|--|-----------------------------------|
| A. SIGNATURE OF CCC REPRESENTATIVE<br> | B. DATE (MM-DD-YYYY)<br>9-11-2008 |
|--|-----------------------------------|

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D. C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

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

# CRP CONTRACT 1G ADDENDUM—PART 1 of 2

This form is available electronically.

|   |  |                               |                         |
|---|--|-------------------------------|-------------------------|
| <b>CRP-1G Addendum</b><br>(05-03-12)                      | <b>U.S. DEPARTMENT OF AGRICULTURE</b><br>Farm Service Agency | 1. ST. & CO. Code<br>38 - 017 | 2. Contract No.<br>231H |
| <b>CRP-1 MODIFICATION TO ALLOW EARLY LAND PREPARATION</b> |  | 3. Period of Nonpayment       | 4. Acres<br>79.3        |
|   |  | 5. Farm No.<br>10271          |                         |

### 6. TERMS TO ALLOW EARLY LAND PREPARATION

This contract modification is entered into by the Commodity Credit Corporation (CCC) and the undersigned participant(s) on the Conservation Reserve Contract number in Item 2 above. By signing this contract modification, the CCC agrees to allow the participants identified below to (*check one*):

- A. Prepare CRP acreage for planting fall seeded crops.
- B. Apply chemicals to prepare CRP acreage for spring seeded crops.

The participant(s), in return, agrees:

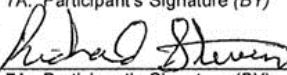
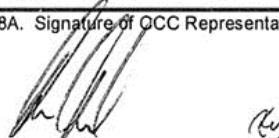
- To meet with Natural Resource Conservation Service (NRCS) or Technical Service provider (TSP) to develop a conservation plan for land preparation when the method of destruction could cause adverse environmental effect.

For spring-seeded crops:

- To not hay, graze, or otherwise make commercial use of CRP acreage during the CRP-1 period.

For fall-seeded crops:

- To accept a 25-percent reduction in the annual rental rate if the cover is mechanically removed from CRP acreage during CRP-1 period and not destroyed.
- To no reduction in the annual rental payment if cover is mechanically removed from CRP acreage during CRP-1 period and no commercial use is made of the forage. The participant must pay for field visit by COC to verify destruction of the hay.
- To accept a reduced annual rental payment, if applicable, in the final year of the contract.
- To refund all CRP payments plus interest and liquidated damages if a fall seeded crop, if applicable, is not planted in a normal manner on the acreage identified on the attached aerial photograph.

|  |  |  |
|--|--|--|
| 7A. Participant's Signature (BY)<br>    | 7B. Title/Relationship (Individual Signing in a representative capacity) | 7C. Date (MM-DD-YYYY)<br>8-8-12  |
| 7A. Participant's Signature (BY)   | 7B. Title/Relationship (Individual Signing in a representative capacity) | 7C. Date (MM-DD-YYYY)  |
| 7A. Participant's Signature (BY)   | 7B. Title/Relationship (Individual Signing in a representative capacity) | 7C. Date (MM-DD-YYYY)  |
| 8A. Signature of CCC Representative<br> | 8B. Date (MM-DD-YYYY)<br>8-13-2012                                       | 9. County FSA Office Name and Address (Including Zip Code)<br>Cass County FSA Office<br>1665 43rd St SW<br>Fargo, ND 58103 |
| 10. Telephone Number (Including Area Code):<br>701-282-2157  |  | 11. Fax Number (Including Area Code):<br>701-282-9203  |

**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 7 CFR Part 1410, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to modify the CRP-1 contract by allowing early land preparation. 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 modify the CRP-1 contract to allow early land preparation. The authority for collecting the following information is Pub. L. 107-171.

This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

RECEIVED  
 AUG 08 2012  
 1665 43rd St SW  
 FARGO ND 58103  
 CASS COUNTY FSA



# CRP CONTRACT 1G ADDENDUM—Part 2 of 2

PAGE 1 OF 1

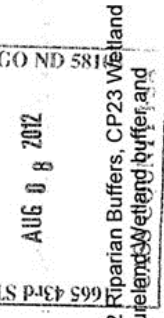
|  |                       |  |                     |               |
|--|-----------------------|--|---------------------|---------------|
| U.S. DEPARTMENT OF AGRICULTURE<br>NATURAL RESOURCES CONSERVATION SERVICE |                       | <b>REVISION OF PLAN/SCHEDULE OF OPERATIONS<br/>OR MODIFICATION OF A CONTRACT</b> |                     | NRCS-CPA-1156 |
| PARTICIPANT<br><i>Richard Stevens</i>                                    | COUNTY<br><i>Cass</i> | CONTRACT NUMBER<br><i>CRP- 231 H</i>   | MODIFICATION NUMBER | DATE          |

**CRP Early Land Preparation for Fall-Seeded Crops (327):**

After July 1st, in the final year of the CRP contract, destruction of CRP cover on contract acres may be completed by one or more of the following methods (clipping or mowing, raking) and removal of plant materials, herbicide applications, prescribed burning, and/or seedbed preparation operations to allow for the planting of a fall-seeded crop.

If prescribed burning is selected as an early land preparation method, the burn plan must be developed by a properly trained and certified individual ~~at prescribed burning~~. The landowner is responsible for obtaining all permits and clearances for burning standing cover or baled/stacked plant materials, as required by law. For fields determined as Highly Erodible Land (HEL) early land preparation activities will be managed to meet the Conservation Compliance provisions for erosion control.

**Acres not eligible for early land preparation include:**



**Wetlands**  
Land located within 120 feet of a stream or other permanent waterbody (solid blue line as noted on USGS topographic map).  
Land located within an EPA-designated wellhead protection area.  
Land that is frequently flooded.  
Land enrolled under CP5, CP5A, and CP16 (trees), CP8A Grassed Waterway, CP9 Shallow Water Areas, CP21 Filler Strips, CP22 Riparian Buffers, CP23 Wetland Restoration, CP27 FWP wetlands, CP28 FWP buffers, CP29 Marginal Pastureland Wildlife Habitat buffer and CP30 Marginal Pastureland Wetland buffer, and practices on which a useful life easement is filed.

These areas are identified on the the conservation plan map (attached).  
Removal of CRP cover (clipping, haying) for commercial use during the CRP-1 period may result in a 25% annual rental payment reduction for the applicable acres.

| Tract #: <i>12517</i> | Field #: <i>1</i>                                     | Completion Schedule and Estimated Cost Share or Payment by Year |           |                         |      |      |      |      |      |      |      |      |      |      |
|-----------------------|---|---|-----------|-------------------------|------|------|------|------|------|------|------|------|------|------|
| Contract Item         | PLANNED CONSERVATION TREATMENT                        | Planned Amount  | Unit Cost | Cost Share Rate/ Method | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|                       |   |   |           |                         | \$   | \$   | \$   | \$   | \$   | \$   | \$   | \$   | \$   | \$   |
|                       | <b>Early Land Preparation Fall-Seeded Crops (327)</b> |   |           |                         |      |      |      |      |      |      |      |      |      |      |

NOTES: A. All items numbers on form NRCS-CPA-1156 must be carried out as part of this contract to prevent violation.  
 B. When established, the conservation practices identified by the numbered items must be maintained by the participant at no cost to the government.  
 C. All cost share rates are based on average cost (AC) with the following exceptions:  
 - AA = Actual costs not to exceed average cost. FR = Flat rate. NC = Non cost-shared. AM = Actual cost not to exceed the specified maximum.  
 D. By signing, the participant acknowledges receipt of this conservation plan including this form NRCS-CPA-1156 and agrees to comply with the terms and conditions here of.

**Reason for Modification:**

Modification due to producer request for early land preparation of CRP acreage in order to plant a fall-seeded crop.

---

**Certification of Participants**

Signature: *Richard Stevens* Date: *8-8-12* Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Signatures of Reviewing Officials**

NRCS Approving Official Signature: *[Signature]* Date: *8/8/12*  
 Approving Agency Signature: *[Signature]* Date: *8-13-2012*

# CRP CONTRACT 1G ADDENDUM—Part 1 of 2

This form is available electronically.

|   |   |                             |                         |
|---|---|-----------------------------|-------------------------|
| <b>CRP-1G Addendum</b><br>(05-03-12)                      | U.S. DEPARTMENT OF AGRICULTURE<br>Farm Service Agency | 1. ST. & CO. Code<br>38-017 | 2. Contract No.<br>231I |
| <b>CRP-1 MODIFICATION TO ALLOW EARLY LAND PREPARATION</b> |   | 3. Period of Nonpayment     | 4. Acres<br>79.3        |
|   |   | 5. Farm No.<br>10271        |                         |

### 6. TERMS TO ALLOW EARLY LAND PREPARATION

This contract modification is entered into by the Commodity Credit Corporation (CCC) and the undersigned participant(s) on the Conservation Reserve Contract number in Item 2 above. By signing this contract modification, the CCC agrees to allow the participants identified below to (*check one*):

- A. Prepare CRP acreage for planting fall seeded crops.
- B. Apply chemicals to prepare CRP acreage for spring seeded crops.

The participant(s), in return, agrees:

- To meet with Natural Resource Conservation Service (NRCS) or Technical Service provider (TSP) to develop a conservation plan for land preparation when the method of destruction could cause adverse environmental effect.

For spring-seeded crops:

- To not hay, graze, or otherwise make commercial use of CRP acreage during the CRP-1 period.

For fall-seeded crops:

- To accept a 25-percent reduction in the annual rental rate if the cover is mechanically removed from CRP acreage during CRP-1 period and not destroyed.
- To no reduction in the annual rental payment if cover is mechanically removed from CRP acreage during CRP-1 period and no commercial use is made of the forage. The participant must pay for field visit by COC to verify destruction of the hay.
- To accept a reduced annual rental payment, if applicable, in the final year of the contract.
- To refund all CRP payments plus interest and liquidated damages if a fall seeded crop, if applicable, is not planted in a normal manner on the acreage identified on the attached aerial photograph.

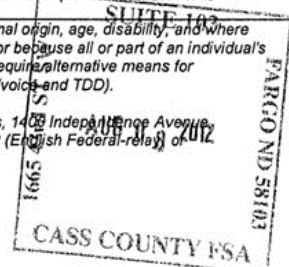
|   |  |  |
|---|--|--|
| 7A. Participant's Signature (BY) <i>Richard Stevens</i>     | 7B. Title/Relationship (Individual Signing in a representative capacity) | 7C. Date (MM-DD-YYYY)<br><i>5-8-12</i>   |
| 7A. Participant's Signature (BY)                            | 7B. Title/Relationship (Individual Signing in a representative capacity) | 7C. Date (MM-DD-YYYY)  |
| 7A. Participant's Signature (BY)                            | 7B. Title/Relationship (Individual Signing in a representative capacity) | 7C. Date (MM-DD-YYYY)  |
| 8A. Signature of CCC Representative<br><i>[Signature]</i>   | 8B. Date (MM-DD-YYYY)<br><i>8-13-2012</i>                                | 9. County FSA Office Name and Address (Including Zip Code)<br>Cass County FSA Office<br>1665 43rd St SW<br>Fargo, ND 58103 |
| 10. Telephone Number (Including Area Code):<br>701-282-2157 | 11. Fax Number (Including Area Code):<br>701-282-9203                    |  |

**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 7 CFR Part 1410, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to modify the CRP-1 contract by allowing early land preparation. 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 modify the CRP-1 contract to allow early land preparation. The authority for collecting the following information is Pub. L. 107-171.

This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.





# CRP CONTRACT 1G ADDENDUM—Part 2 of 2

|  |                       |  |                     |               |
|--|-----------------------|--|---------------------|---------------|
| U.S. DEPARTMENT OF AGRICULTURE<br>NATURAL RESOURCES CONSERVATION SERVICE |                       | <b>REVISION OF PLAN/SCHEDULE OF OPERATIONS<br/>OR MODIFICATION OF A CONTRACT</b> |                     | NRCS-CPA-1156 |
| PARTICIPANT<br><i>Richard Stevens</i>                                    | COUNTY<br><i>CASS</i> | CONTRACT NUMBER<br><i>CRP- 231H</i>  | MODIFICATION NUMBER | DATE          |

**CRP Early Land Preparation for Fall-Seeded Crops (327):**

After July 1st, in the final year of the CRP contract, destruction of CRP cover on contract acres may be completed by one or more of the following methods (clipping or mowing, raking) and removal of plant materials, herbicide applications, prescribed burning, and/or seedbed preparation operations to allow for the planting of a fall-seeded crop.

if prescribed burning is selected as an early land preparation method, the burn plan must be developed by a properly trained and certified individual in prescribed burning. The landowner is responsible for obtaining all permits and clearances for burning standing cover or baled/stacked plant materials, as required by law, or fields determined as Highly Erodible Land (HEL) early land preparation activities will be managed to meet the Conservation Compliance provisions for erosion control.

Acreage not eligible for early land preparation include:  
Wetlands  
Land located within 120 feet of a stream or other permanent waterbody (solid blue line as noted on USGS topographic map).  
Land located within an EPA-designated wellhead protection area.  
Land that is frequently flooded.  
Land enrolled under CP5, CP5A, and CP16 (trees), CP8A Grassed Waterway, CP9 Shallow Water Areas, CP21 Filler Strips, CP22 Riparian Buffers, CP23 Wetland Restoration, CP27 FWP wetlands, CP28 FWP buffers, CP29 Marginal Pastureland Wildlife Habitat buffer and CP30 Marginal Pastureland Wetland buffer and SA practices on which a useful life easement is filed.

These areas are identified on the the conservation plan map (attached).  
Removal of CRP cover (clipping, haying) for commercial use during the CRP-1 period may result in a 25% annual rental payment reduction for the applicable acres.



| Tract #: <i>12516</i> | Field #: <i>1</i>                                     | Completion Schedule and Estimated Cost Share or Payment by Year |           |                         |      |      |      |      |      |      |      |      |      |      |
|-----------------------|---|---|-----------|-------------------------|------|------|------|------|------|------|------|------|------|------|
| Contract Item         | PLANNED CONSERVATION TREATMENT                        | Planned Amount  | Unit Cost | Cost Share Rate/ Method | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|                       | <b>Early Land Preparation Fall-Seeded Crops (327)</b> |   |           |                         | \$   | \$   | \$   | \$   | \$   | \$   | \$   | \$   | \$   | \$   |

NOTES: A. All items numbers on form NRCS-CPA-1156 must be carried out as part of this contract to prevent violation.  
 B. When established, the conservation practices identified by the numbered items must be maintained by the participant at no cost to the government.  
 C. All cost share rates are based on average cost (AC) with the following exceptions:  
 - AA = Actual costs not to exceed average cost. FR = Flat rate. NC = Non cost-shared. AM = Actual cost not to exceed the specified maximum.  
 D. By signing, the participant acknowledges receipt of this conservation plan including this form NRCS-CPA-1156 and agrees to comply with the terms and conditions here of.

**Reason for Modification:**  
 Modification due to producer request for early land preparation of CRP acreage in order to plant a fall-seeded crop.

**Certification of Participants**  
 Signature: *Richard Stevens* Date: *8-5-12*  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Signatures of Reviewing Officials**  
 NRCS Approving Official Signature: *[Signature]* Date: *8/8/12*  
 Approving Agency Signature: *[Signature]* Date: *8-13-2012*

# SOIL MAP

Crop Productivity Index—Cass County, North Dakota  
(NW 1/4 10-142-55 Cass County)





# PRODUCTIVITY INDEX

## Crop Productivity Index

| Crop Productivity Index— Summary by Map Unit — Cass County, North Dakota (ND017) |   |        |              |                |
|--|---|--------|--------------|----------------|
| Map unit symbol  | Map unit name   | Rating | Acres in AOI | Percent of AOI |
| G44A   | Colvin silt loam, very poorly drained, 0 to 1 percent slopes        | 61     | 37.0         | 22.8%          |
| G49A   | Fargo-Hegne silty clays, very poorly drained, 0 to 1 percent slopes | 77     | 18.0         | 11.1%          |
| G447A  | Colvin-Borup complex, saline, 0 to 1 percent slopes                 | 42     | 42.9         | 26.5%          |
| G453A  | Bearden silt loam, saline, 0 to 2 percent slopes                    | 63     | 64.2         | 39.6%          |
| Totals for Area of Interest  |   |        | 162.1        | 100.0%         |

### Description

Crop productivity index ratings provide a relative ranking of soils based on their potential for intensive crop production. An index can be used to rate the potential yield of one soil against that of another over a period of time. Ratings range from 0 to 100. The higher numbers indicate higher production potential. The rating is not crop specific.

When the soils are rated, the following assumptions are made: a) adequate management, b) natural weather conditions (no irrigation), c) artificial drainage where required, d) no frequent flooding on the lower lying soils, and e) no land leveling or terracing. Even though predicted average yields will change with time, the productivity indices are expected to remain relatively constant in relation to one another over time.

### Rating Options

*Aggregation Method:* Weighted Average

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

*Interpret Nulls as Zero:* Yes

# 2011 TAX STATEMENTS



## Property Detail Report

| 50-0000-08142-000 |  | Newest Statement (2011 - #110255234) |                 |
|-------------------|--|--------------------------------------|-----------------|
| Owner:            | RICHARD STEVENS  | Mill Levy Rate:                      | 215.66          |
| Address:          | RURAL ADDRESS<br>LAKE TWP, ND 99999                        | Consolidated:                        | \$364.47        |
| Mail To:          | RICHARD STEVENS<br>13820 18TH ST SE<br>PAGE, ND 58064-9745 | Specials:                            | \$0.00          |
| Jurisdiction:     | Lake Township  | Drains:                              | \$0.00          |
| Mortgage Company: |  | Other:                               | \$0.00          |
|                   |  | Discounts:                           | \$0.00          |
|                   |  | Pen/Int:                             | \$16.44         |
|                   |  | 1st Due:                             | \$198.70        |
|                   |  | 2nd Due:                             | \$182.21        |
|                   |  | Amount Due:                          | <b>\$380.91</b> |
|                   |  | Grand Total Due:                     | <b>\$380.91</b> |

**Legal Description**  
10-142-55 W1/2 OF NW1/4 A 80.00

| Statement: #110255234 Year: 2011 |                 |                               |                   |
|----------------------------------|-----------------|-------------------------------|-------------------|
| Type:                            | Real Estate     | Ag Land:                      | \$33,800.00       |
| Mill Levy Rate:                  | 215.66          | Res Land:                     | \$0.00            |
| Tax:                             | \$364.47        | Res Building:                 | \$0.00            |
| Penalty:                         | \$16.44         | Comm Land:                    | \$0.00            |
| Interest:                        | \$0.00          | Comm Building:                | \$0.00            |
| Discount:                        | \$0.00          | Total:                        | \$33,800.00       |
| Paid:                            | \$0.00          | Taxable Value Before Credits: | \$1,690.00        |
| Balance:                         | <b>\$380.91</b> | Homestead Credits:            | \$0.00            |
|                                  |                 | Veteran Credits:              | \$0.00            |
|                                  |                 | Total Credits:                | \$0.00            |
|                                  |                 | Net Taxable Value:            | <b>\$1,690.00</b> |



## Property Detail Report

| 50-0000-08142-010 |  | Newest Statement (2011 - #110255235) |                 |
|-------------------|--|--------------------------------------|-----------------|
| Owner:            | RICHARD STEVENS  | Mill Levy Rate:                      | 215.66          |
| Address:          | RURAL ADDRESS<br>LAKE TWP, ND 99999                        | Consolidated:                        | \$364.47        |
| Mail To:          | RICHARD STEVENS<br>13820 18TH ST SE<br>PAGE, ND 58064-9745 | Specials:                            | \$0.00          |
| Jurisdiction:     | Lake Township  | Drains:                              | \$0.00          |
| Mortgage Company: |  | Other:                               | \$0.00          |
|                   |  | Discounts:                           | \$0.00          |
|                   |  | Pen/Int:                             | \$16.44         |
|                   |  | 1st Due:                             | \$198.70        |
|                   |  | 2nd Due:                             | \$182.21        |
|                   |  | Amount Due:                          | <b>\$380.91</b> |
|                   |  | Grand Total Due:                     | <b>\$380.91</b> |

**Legal Description**  
10-142-55 E1/2 OF NW1/4 A 80.00

| Statement: #110255235 Year: 2011 |                 |                               |                   |
|----------------------------------|-----------------|-------------------------------|-------------------|
| Type:                            | Real Estate     | Ag Land:                      | \$33,800.00       |
| Mill Levy Rate:                  | 215.66          | Res Land:                     | \$0.00            |
| Tax:                             | \$364.47        | Res Building:                 | \$0.00            |
| Penalty:                         | \$16.44         | Comm Land:                    | \$0.00            |
| Interest:                        | \$0.00          | Comm Building:                | \$0.00            |
| Discount:                        | \$0.00          | Total:                        | \$33,800.00       |
| Paid:                            | \$0.00          | Taxable Value Before Credits: | \$1,690.00        |
| Balance:                         | <b>\$380.91</b> | Homestead Credits:            | \$0.00            |
|                                  |                 | Veteran Credits:              | \$0.00            |
|                                  |                 | Total Credits:                | \$0.00            |
|                                  |                 | Net Taxable Value:            | <b>\$1,690.00</b> |



# EARNEST MONEY CONTRACT



2000 Main Avenue East  
West Fargo, ND 58078-2210  
Phone (701) 237-9173  
Fax (701) 237-0976

24400 MN Hwy 22 South  
Litchfield, MN 55355-5840  
Phone (320) 693-9371  
Fax (320) 693-9373

[www.steffesauctioneers.com](http://www.steffesauctioneers.com)

## EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT

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 Auctioneers, 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 shall furnish BUYER an abstract updated to a current date showing 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 estate 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. 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.

8. Closing of the sale is to be on or before \_\_\_\_\_ Possession will be at closing.

9. 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.

10. 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.

11. 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.

12. Any other conditions: \_\_\_\_\_

13. Steffes Auctioneers, Inc. stipulates they represent the SELLER in this transaction.

Buyer:  
\_\_\_\_\_  
\_\_\_\_\_

Seller:  
\_\_\_\_\_  
\_\_\_\_\_

Seller's Printed Name & Address:

Steffes Auctioneers, Inc.  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# FARMLAND AUCTION



**RICHARD & SHIRLEY STEVENS, OWNERS**



**STEFFES AUCTIONEERS INC**  
2000 Main Avenue East, West Fargo, ND 58078  
Contact Rodney Steffes (701) 237-9173

Scott Steffes ND81, Brad Olstad ND319  
*Details on [www.steffesauctioneers.com](http://www.steffesauctioneers.com) & [www.iqbid.com](http://www.iqbid.com)*