

# ***LAND AUCTION***

**160+/- acres**  
**GRANT COUNTY, ND**



***Tuesday, October 4, 2022 at 10:00 am MT***  
***Beeler Community Center, Lemmon, SD***

Offering productive cropland east of  
Hwy #49 south of New Leipzig!  
**Seller:** Geraldene Marr Burdman

This sale is managed by Gill Land Company, Kristen Gill, ND #8832, SD #16339. All statements made the day of the auction take precedence over all printed materials.



**KRISTEN GILL**  
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**GILL**  
**LAND**  
**COMPANY**

**Sod. Soil. ***SOLD!***<sup>®</sup>**



## DRIVING DIRECTIONS:

**From New Leipzig, ND:** Drive south on Hwy #49 for 7.5 miles. Turn left onto 80th Street SW for one-half mile to reach the southwest corner of the property.



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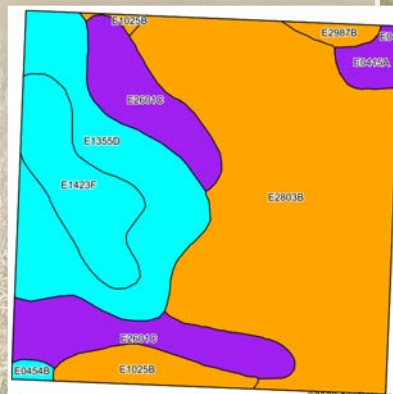
**Acres:** 160 +/-

**Legal:** SE $\frac{1}{4}$  9-132-90

**FSA Cropland:** 305.27 acres (SW $\frac{1}{4}$  & SE $\frac{1}{4}$  combined; FSA to split)

**Taxes (2021):** \$802.66

This cropland is currently in grass, with 50% of the parcel at a Soil Productivity Index of 72 or greater! Access is along 80th St SW only one-half mile east of Hwy #49. The property is bordered on the south side by the Pretty Rock National Wildlife Refuge.



Crop	Base Acres	PLC Yield
Wheat	179.2	20
Oats	87.7	40
<b>Total</b>	<b>266.9*</b>	

*\*SW $\frac{1}{4}$  & SE $\frac{1}{4}$  combined; FSA to split.*

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
E2803B	Amor-Shambo loams, 3 to 6 percent slopes	77.71	48.9%		Ile	76
E1355D	Vebar-Flasher-Tally complex, 9 to 15 percent slopes	29.12	18.3%		Vle	32
E2601C	Amor-Cabba loams, 6 to 9 percent slopes	24.39	15.3%		IIle	53
E1423F	Flasher-Vebar-Parshall complex, 9 to 35 percent slopes	14.47	9.1%		Vlle	22
E1025B	Regent-Savage silty clay loams, 3 to 6 percent slopes	7.00	4.4%		Ile	79
E0415A	Belfield-Daglum complex, 0 to 2 percent slopes	3.37	2.1%		Ils	60
E2987B	Sen-Chama silt loams, 3 to 6 percent slopes	1.83	1.2%		Ile	72
E0454B	Daglum-Rhoades complex, 0 to 6 percent slopes	0.89	0.6%		IVs	35
E0421A	Belfield-Daglum clay loams, saline, 0 to 2 percent slopes	0.12	0.1%		VIIs	31
<b>Weighted Average</b>					<b>3.36</b>	<b>59</b>

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# TERMS & CONDITIONS

## 1. Terms and Conditions of Auction

All bidding is open to the public without regard to a prospective bidder's sex, race, color, religion, or national origin.

A. If you intend to bid on this property, you will be required to provide a cashier's check or personal check in the amount of 10 percent of the purchase price as earnest money on the date of the auction. If you are the successful bidder, you will be required to complete and sign a standard Real Estate Purchase Agreement. Your bidding is not contingent upon any financing. Buyer must have financing in place prior to sale day.

B. If you are the highest bidder on any of this property, you will be required to deposit a check with the closing agent who will hold the money in escrow until the closing date. All documentation will be available for your review prior to commencement of the auction. All real estate sales must be closed and the total balance of the purchase price paid on or before November 18, 2022. After the auction sale, you will be given an appointment date and time with the Closing Agent for a closing date to close the transaction.

## 2. Bidding Procedures

All bidding is open to the public. You need only to raise your hand and shout out your bid, or instruct any of the ring men to do so on your behalf. Anyone who wishes to bid must first register to obtain a bidder's card at the registration desk. Retain your bidder number for the duration of the auction. You are responsible for your assigned number. The property is sold when the Auctioneer announces "sold", identifies the winning bid number and the amount of the bid, and the information is recorded by the Auctioneer or his/her designee. In case of a tie bid, bidding will be reopened between the two tied bidders. The high bid cannot be withdrawn once the Auctioneer determines it to be the winning sale bid.

## 3. Purchase Agreement, Marketability, Signing Area

At the time the auction is complete, the successful high bidder must sign a standard Real Estate Purchase Agreement to purchase this property for which it was the high bidder. An appointment date to close the transaction will be furnished to the Buyer after the Purchase Agreement is signed. The transaction must be closed and the money paid on or before November 18, 2022, or the Buyer will be in default and the earnest money paid herein will be forfeited to the Seller. Gill Land Company, LLC, and the Seller assume that the bidders have inspected the property and are satisfied with the conditions of such property and accept that property in an "as is, where is" condition. The Buyer agrees to hold Gill Land Company LLC and its client harmless regarding any representation as to the status, zoning, condition and any other material representation regarding this property.

It is the Buyer's responsibility to make needed repairs or improvement, if any, to bring the property up to necessary state, local and federal codes. Gill Land Company, LLC and

the Sellers obtained information from sources deemed reliable, but do not guarantee its accuracy. Due diligence of property and related information by Buyer is strongly recommended.

## 4. Forfeiture of Purchase Money Paid Pursuant to the Terms of the Purchase Agreement

Buyer's failure to close the sale by the closing date due to insufficient funds, or for any other reason will result in the forfeiture of Buyer's earnest money deposit.

## 5. Closing

At closing, Buyer will be required to pay the difference between the earnest money deposit and the final selling price. Seller will provide an updated abstract at Seller's expense. Buyer will be responsible for any cost regarding determination of title. Closing agent fee to be split 50/50 between Buyer and Seller.

## 6. Showing of Property

Showing of property will be held by appointment only. **WHETHER OR NOT YOU ACTUALLY INSPECT THE PROPERTY, YOU WILL BE BOUND TO ACCEPT THE PROPERTY "AS IS" AND WITH ALL FAULTS AND DEFECTS AND WITH NO EXPRESSED OR IMPLIED WARRANTY AS TO MARKETABILITY OR THE CONDITION THEREOF.** It will be your responsibility to make any needed repairs, improvements or compliance requirements to bring the property to applicable codes.

## 7. Agency

Gill Land Company, LLC will be acting as the exclusive agent of the Seller with the duty to represent the Seller's interest exclusively.

## 8. Miscellaneous

Conduct of the auction and increments of bidding will be at the discretion of the Auctioneer. The determination by the Auctioneer as to all matters, including the high bidder and the amount of the high bid, will be conclusive.

Announcements made by the Auctioneer will take precedence over printed matter. For complete prospectus and earnest money requirements, contact Gill Land Company.

This auction bidder's information (including these terms and conditions and any picture or description of any property) is for your information and convenience only. Nothing contained in this information shall be binding on the Seller of the property or the Auctioneer, Gill Land Company, LLC.

We encourage you to inspect any property you wish to bid on. The Seller reserves the right to accept or reject any and all bids.

This sale is managed by Gill Land Company, LLC, Kristen Gill, ND #8832.



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