



265th St

265th St

**Additional 78 Acres Included in  
LOT 2**

**LOT 1  
30 Acre Building Site**

260th St

260th St

153



Real Estate Auction Terms & Conditions – 40284 County Road 175, Belgrade, MN

## THIS MULTI-PARCEL AUCTION IS SUBJECT TO SELLER CONFIRMATION

**Bidder Registration:** Although there is no obligation to bid, all prospective buyers MUST register to bid at <https://wesellfarmsmn.com/>. For assistance in registering or placing bids call Pro Realty Inc. at (320) 274-1341

**Earnest Money:** \$10,000.00 non-refundable earnest money for winning bidder. Cash, personal and company checks or certified funds will be accepted. Buyer agrees to deliver earnest money and enter into a purchase agreement within 24 hours. Balance in full due at closing. Buyers to have financing arrangements made prior to bidding on the auction with no contingencies (including financing, appraisal, inspection or any other) of any kind accepted in the purchase agreement.

**Closing:** Within 45 days after the auction at a title company to be determined. Quick Close Possible.

**Buyer's Premium:** A 4% buyer's premium will be added over and above high bid. Winning bid plus buyer's premium equals the contract price. Example: Total bid price: \$100,000 plus 4% buyer's premium equals a purchase price of \$104,000.00.

**Failure to Close by the Buyer:** If for any reason you are unable to complete the transaction, your down payment money will be forfeited.

**Title:** This property will be sold free and clear from any and all liens and encumbrances, but subject to any zoning, environmental, or other municipal, federal and state laws, easements, rights of way or other matters of record. Buyer to accept property in "as-is" condition with no contingencies.

**Seller and Auctioneers' Disclaimer:** All announcements and updates made by the auctioneer on the website, shall take precedence over any previously written material or oral statements made. Conduct of the auction, increments of the bidding and decisions as to the high bidder will be at the direction and sole discretion of the auctioneer. The information contained in this brochure is subject to the inspection and verification by all parties relying on it; no guarantee, expressed or implied, is given of the information contained in the brochure. No liability for its accuracy, error or omissions is assumed by the owners or the agents. Property sells in "as is" condition. Buyer will sign an as-is addendum.

**Agency Disclosure:** Pro Realty Inc. will be a dual agent in this real estate transaction unless buyer has an agent registered prior to bidding per registration requirements.

**BY REGISTERING FOR THIS AUCTION, YOU ARE AGREEING TO THESE TERMS.**

Auctioneer #: 86-120

Register and bid by visiting [www.BidRightWay.com](http://www.BidRightWay.com)

## Single-Family 360 Property View

# 40284 County Rd 175, Belgrade, MN 56312

Listing

Property Full Display, Single Family Residential, MLS #: **5628896** Type: **For Sale**

**40284 County Rd 175, Belgrade MN 56312-9534**

**This is an Auction property.**

Auctioneer License #: **86-120** Auction Type: **Reserve** Buyer's Premium?: **Yes** Auction Date:

Reserve Auction: The high bid is reduced in effect to an offer, not a sale. A minimum bid is not published, and the seller reserves the right to accept or reject any bid within 72 hours of the conclusion of the auction.

Status: **Active** List Price: **Auction** Original List Price: **Auction**



Total Bed/Bath: **4/ 2** Garage: **2** Year Built: **1978**

Style: **(SF) Single Family**  
 Stories: **1 Story**  
 Const Status: **Previously Owned**  
 Foundation Size: **1,500**  
 AbvGrdFinSqFt: **1,500**  
 BelGrdFinSqFt: **1,200**  
 Total Fin SqFt: **2,700**  
 Acres: **30**  
 Lot Size: **1620x1140x1180x920**  
 Yearly/Seasonal: **Yearly**  
 List Date: **07/24/2020**

Received By MLS: **07/24/2020**

Map Page: **999** Map Coord: **A1**

Directions:

**Take Hwy 71 to East on County Road 175, property on left.**

**TAX INFORMATION**

Property ID: **15084920000 Short Format**  
 Tax Year: **2019**  
 Tax Amt: **\$2,138**  
 Assess Bal: **\$**  
 Tax w/assess: **\$2,138**  
 Assess Pend: **No**  
 Homestead: **No**

Days On Market: **PDOM:**

**General Property Information**

Legal Description: **33 -124 -034 40.00 A. E2SE4 SE OF STATE HIGHWAY 71**  
 County: **Stearns**  
 Postal City: **Belgrade**  
 School District: **2364 - Belgrade-Brooten-Elrosa, 320-346-2278**  
 Section/Township/Range: **33/124/34**  
 Rental License Y/N: **No**  
 Manufactured Home?: **No**  
 Complex/Dev/Sub: **Common Wall: No**  
 Lot Description: **Irregular Lot, Tree Coverage - Light**  
 Road Frontage: **County, US Highway, Paved Streets**  
 Zoning: **Agriculture**

Accessibility: **None**

**Remarks**

Agent Remarks: **Buyer and buyers agent to verify all measurements and info. Taxes estimated, subject to new PID assigned from county. Buyers agent must complete and return the broker realtor auction participation agreement (in supplements) by Aug. 24th. There is an 4% Buyers Premium on this auction. High bid subject to sellers approval. For terms & conditions and online bidding go to <https://right-wayauctionservice.com/> Online Auction ends 8/27/20 at 6:00 p.m.**

Public Remarks: **ONLINE AUCTION - Fully-furnished Cattle Feedlot with Home and Acreage in Belgrade, MN | Open House: Saturday, August 22, from 1-3 p.m. | Auction Ends: Thursday, August 27, at 6 p.m. | This auction gives you the option to bid two ways. • Option 1 is the building site on 30 acres, 12 tillable acres, ends at 6 p.m. • Option 2 is the building site with the full 108 acres, 90 tillable acres, ends at 6:20 p.m. | 40284 County Road 175 features a 4 bed, 2 bath walkout rambler home with 2,700 finished sq. ft., a spacious layout, large deck and 2 car attached garage. Property is also a fully-furnished 699 head custom cattle feedlot with 2,000 yards of concrete poured, 290x60 building, 40x80 building, 34x104 barn with 40x160 pole building addition, 250x80 feed pad. Access to property from County Road 175 and Highway 71. Section 33, Township 124, Range 034**

**Structure Information**

Room	Level	Dimen	Other Rooms	Level	Dimen	Heat:	Forced Air
Living Rm						Fuel:	Propane
Dining Rm						Air Cond:	Central
Family Rm						Water:	Well
Kitchen						Sewer:	Private
Bedroom 1						Garage:	2
Bedroom 2						Oth Prkg:	
			<b>Bathrooms</b>				
			Total:	2 3/4:	0 1/4:0		
			Full:	2 1/2:	0		

Bedroom 3  
Bedroom 4

Pool:

Family Room Char: **Lower Level, Family Room**  
Fireplaces: **0** Fireplace Characteristics:  
Basement: **Walkout, Full, Finished (Livable), Day/Lookout Windows**  
Exterior: **Vinyl**  
Roof: **Asphalt Shingles**  
Amenities-Unit: **Deck, Kitchen Window, Kitchen Center Island**  
Parking Char: **Attached Garage, Driveway - Gravel, Other**

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### Farm Details

Farm Type: **Beef, Livestock, Other** Tillable Acres: **12** Agric Water:  
Soil Type: **Clay** Pasture Acres:  
Crop Type: **Hay/Alfalfa, Corn, Grain, Beans** Wooded Acres: **5**  
Topography: **Level**  
Out Buildings: **Pole Building, Loafing Shed, Barn**

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### Financial

**Cooperating Broker Compensation**  
Buyer Broker Comp: **2 %** Sub-Agent Comp: **0 %** Facilitator Comp: **0 %**  
Variable Rate: **N** List Type: **Exclusive Right**

Financial Remarks: **Cash, Conventional**  
In Foreclosure?: **No**  
Lender Owned?: **No**  
Potential Short Sale?: **No**  
Owner is an Agent?: **No**

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### Contact Information

Listing Agent: **Curt Weiers 320-274-1341** Appointments: **ShowingTime**  
Listing Office: **Pro Realty, Inc.** Office Phone: **320-274-1341**

MLS #: **5628896** Address: **40284 County Rd 175 , Belgrade, MN 56312**

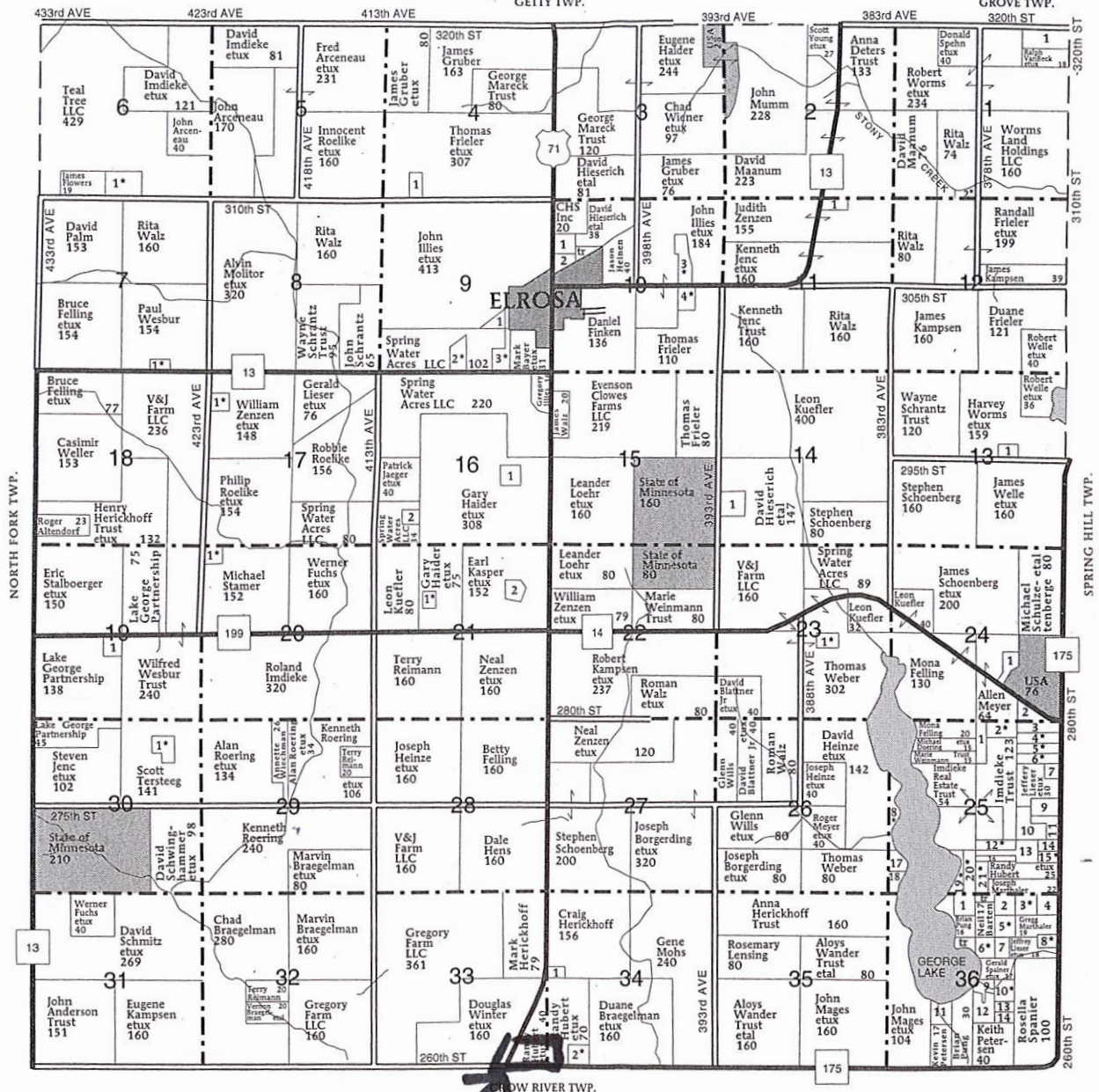
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(Landowners)

GETTY TWP.

GROVE TWP.

HOW RIVER TWP.



- LAKE GEORGE TOWNSHIP SECTION 1**
1. Worms Land Holdings LLC 20
  2. Peterson, Gene 6
- SECTION 4**
1. Olmscheid, Douglas 10
- SECTION 6**
1. Arceneau, Dean 15
- SECTION 7**
1. Lieser, Michael 6
- SECTION 9**

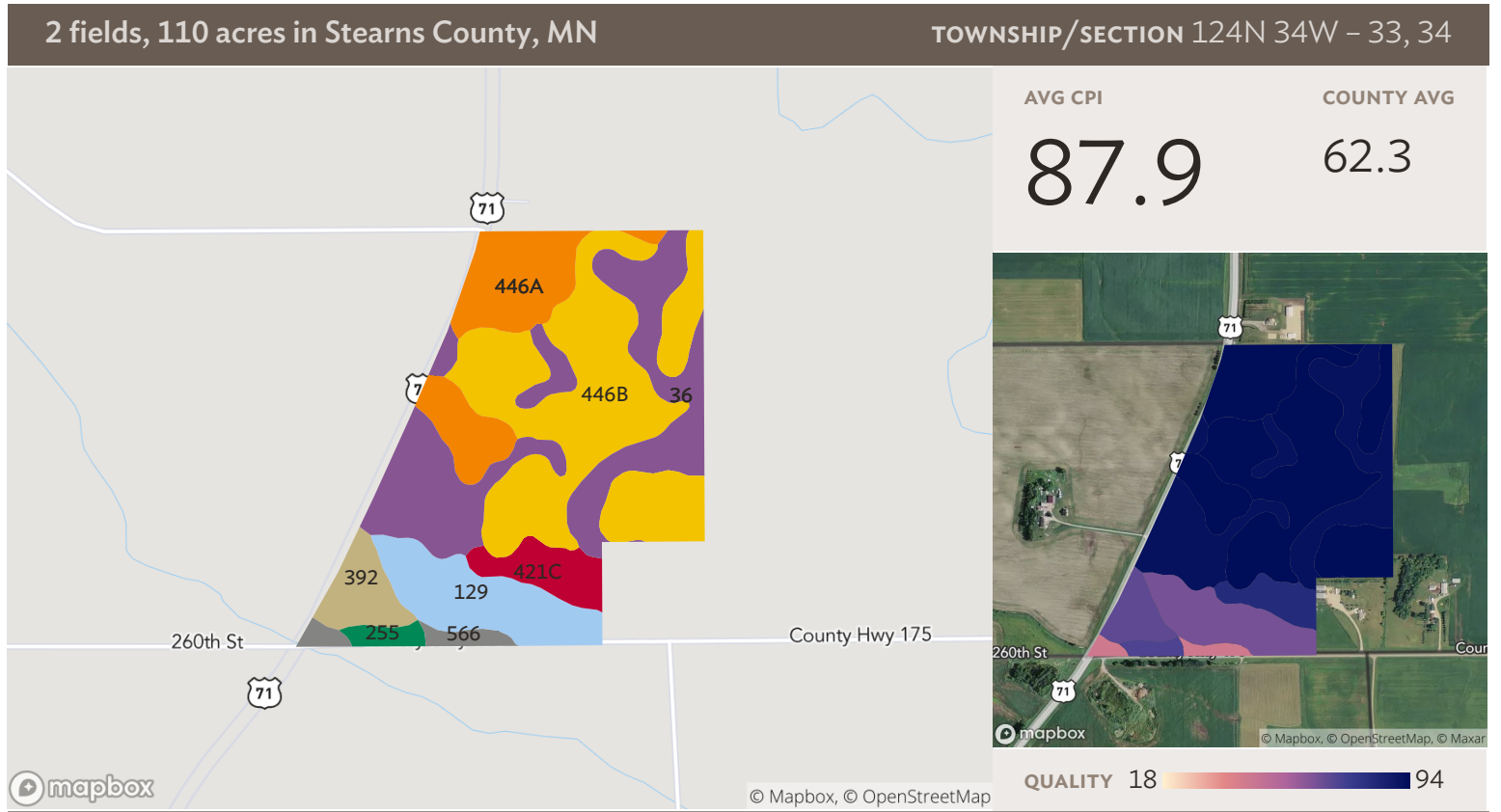
- SECTION 10**
1. KLS Inc 8
  2. Zenzen, Harold 7
  3. Jackson, Wayne 12
  4. Kampsen, Thomas 10
- SECTION 11**
1. Rowe, Scott 5
- SECTION 13**
1. Gaasterland, Edward 5
- SECTION 14**
1. Hieserich, David 13
- SECTION 16**
1. Felling, Gary 12
  2. Goodenhour, Bruce 6

- SECTION 19**
1. Boogaard, Ronald 9
- SECTION 20**
1. Roelike, Philip 8
- SECTION 21**
1. Stanger, Stanley 5
  2. Knight, Cary 8
- SECTION 23**
1. Weber, John 8
- SECTION 24**
1. Imdieke, Adam 9
  2. Imdieke Trust 9
- SECTION 25**
1. Meyer, Allen 10

4. Schoenberg, Brian 10
5. Lieser, Jeffrey 10
6. Neubauer, Harvey 10
7. Leclair, Perry 5
8. Schoenberg, Douglas 6
9. Lieser Trust 10
10. Imdieke Real Estate Trust 15
11. Hopper, Timothy 10
12. Miller, Mathias 10
13. Imdieke Trust 16
14. Weinmann Trust, Marie 5
15. Hubert, Randy 5

17. Weber, Thomas 6
  18. Herickhoff Trust, Anna 6
  19. Hemmesch, Leo 13
  20. Bertram, Ronald 13
- SECTION 30**
1. Walz, Steven 12
- SECTION 34**
1. Herickhoff, Kurt 5
  2. Dokken, Scott 10
- SECTION 36**
1. Wiechman, Arthur 6
  2. Keller, Patricia 10
  2. Casper, Al 10

5. Waldorf, Norbert 10
6. Pung, Brian 7
7. Pung, Daniel 8
8. Spainer, Gerald 5
9. Petersen, Keith 6
10. Pung, Brian 10
11. Athmann, Marvin 6
12. Petersen, Kevin 12
13. Pung, Brian 5
14. Bertram, David 5

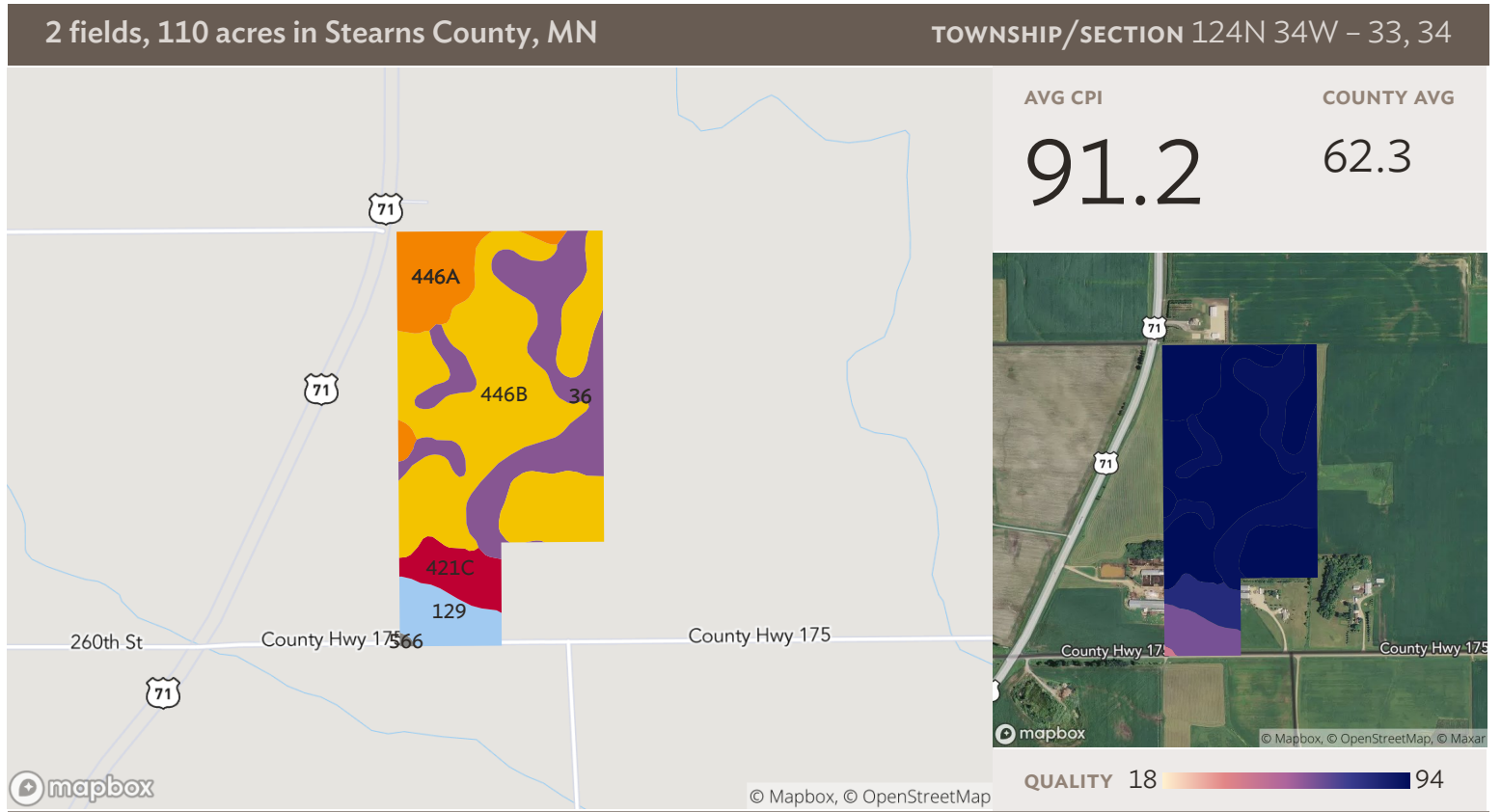


## All fields

Source: NRCS Soil Survey

110 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	CPI
446B	Hokans-Svea complex, 1 to 4 percent slopes	40.25	36.6%	2	94.0
36	Lakepark-Parnell, occasionally ponded, complex, 0 to 2 percent slopes	28.45	25.9%	2	92.0
446A	Normania loam, 1 to 3 percent slopes	15.18	13.8%	1	99.0
129	Cylinder loam	12.22	11.1%	2	65.0
421C	Barnes-Buse complex, 6 to 12 percent slopes, moderately eroded	5.11	4.7%	3	82.0
392	Biscay loam	5.04	4.6%	2	69.0
566	Regal loam	2.21	2.0%	3	44.0
255	Marysland loam, 0 to 2 percent slopes	1.52	1.4%	2	72.0
<b>109.97</b>					<b>87.9</b>

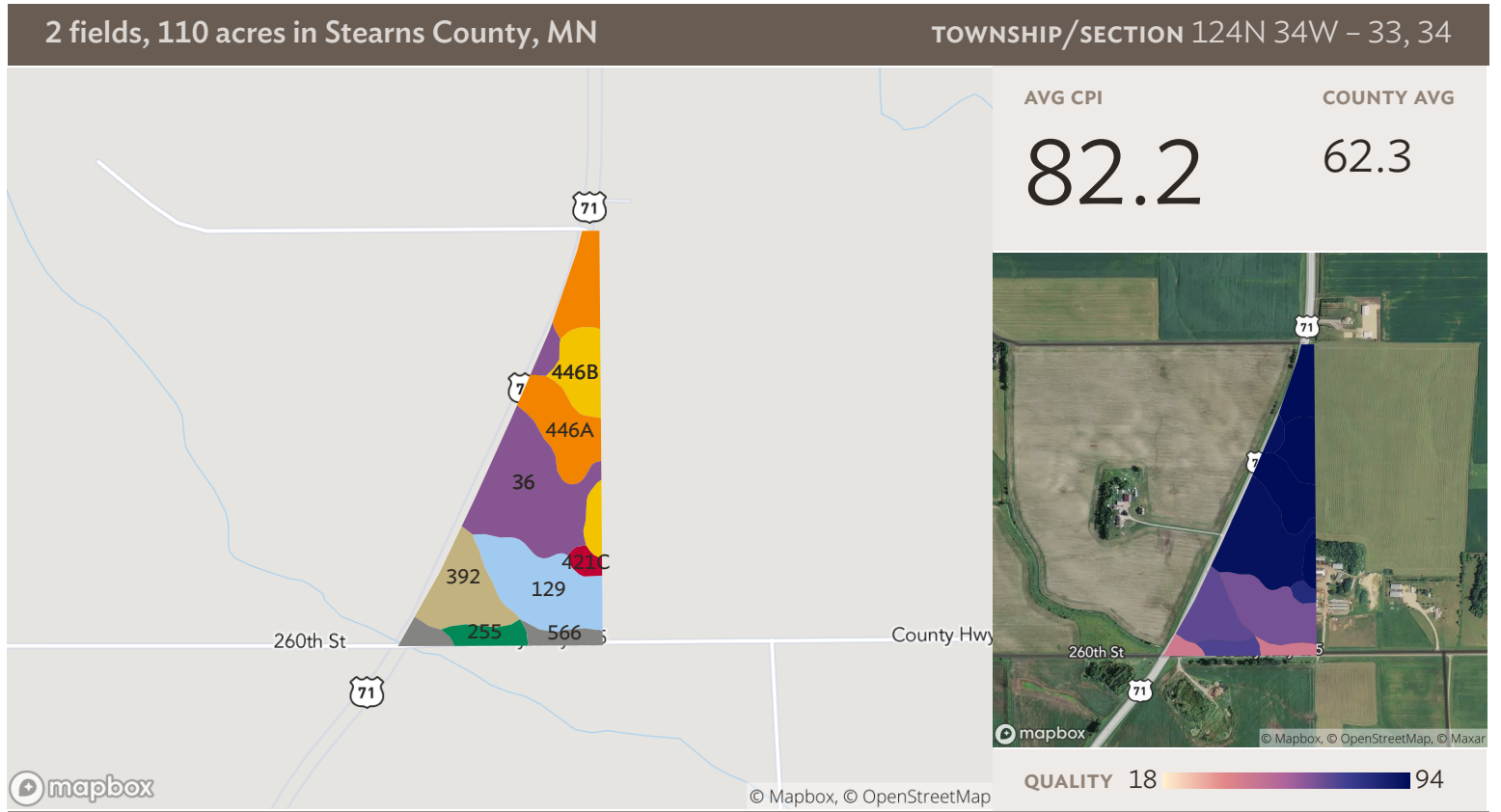


## Field 1

Source: NRCS Soil Survey

70 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	CPI
446B	Hokans-Svea complex, 1 to 4 percent slopes	36.06	51.4%	2	94.0
36	Lakepark-Parnell, occasionally ponded, complex, 0 to 2 percent slopes	17.30	24.7%	2	92.0
446A	Normania loam, 1 to 3 percent slopes	7.50	10.7%	1	99.0
129	Cylinder loam	4.80	6.8%	2	65.0
421C	Barnes-Buse complex, 6 to 12 percent slopes, moderately eroded	4.39	6.3%	3	82.0
566	Regal loam	0.14	0.2%	3	44.0
<b>70.18</b>					<b>91.2</b>



## Field 2

Source: NRCS Soil Survey

40 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	CPI
36	Lakepark-Parnell, occasionally ponded, complex, 0 to 2 percent slopes	11.14	28.0%	2	92.0
446A	Normania loam, 1 to 3 percent slopes	7.68	19.3%	1	99.0
129	Cylinder loam	7.42	18.7%	2	65.0
392	Biscay loam	5.04	12.7%	2	69.0
446B	Hokans-Svea complex, 1 to 4 percent slopes	4.19	10.5%	2	94.0
566	Regal loam	2.07	5.2%	3	44.0
255	Marysland loam, 0 to 2 percent slopes	1.52	3.8%	2	72.0
421C	Barnes-Buse complex, 6 to 12 percent slopes, moderately eroded	0.73	1.8%	3	82.0
<b>39.79</b>					<b>82.2</b>





2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with  
3. consumers what type of agency representation or relationship they desire.<sup>(1)</sup> The available options are listed below. This  
4. is **not** a contract. **This is an agency disclosure form only. If you desire representation you must enter into a**  
5. **written contract, according to state law** (a listing contract or a buyer/tenant representation contract). Until such time  
6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive  
7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see  
8. paragraph IV on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.**  
10. **I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the**  
11. **broker/salesperson. I/We understand that written consent is required for a dual agency relationship.**

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13. \_\_\_\_\_  
(Signature) (Date) (Signature) (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,  
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to  
16. the Seller/Landlord the fiduciary duties described on page two (2).<sup>(2)</sup> The broker must also disclose to the Buyer  
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and  
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to  
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the  
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any  
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph  
22. IV on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel  
23. from the broker or salesperson.

24. II. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent  
25. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,  
26. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the  
27. Buyer/Tenant the fiduciary duties described on page two (2).<sup>(2)</sup> The broker must disclose to the Buyer material facts  
28. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect  
29. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)  
30. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or  
31. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him  
32. or her, except confidential information acquired in a facilitator relationship (see paragraph IV on page two (2)). In  
33. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or  
34. salesperson.

35. III. **Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one  
36. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same  
37. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and  
38. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This  
39. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting  
40. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing  
41. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose  
42. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party  
43. to the detriment of the other.<sup>(3)</sup>

44. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary  
45. duties described below.<sup>(2)</sup> Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.  
46. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the  
47. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

## AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

48. Page 2

49. IV. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but  
50. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual  
51. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**  
52. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**  
53. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of  
54. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in  
55. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/  
56. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson  
57. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or  
58. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented  
59. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's  
60. Broker (see paragraph II on page one (1)).

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61. (1) This disclosure is required by law in any transaction involving property occupied or intended to be occupied by  
62. one to four families as their residence.

63. (2) The fiduciary duties mentioned above are listed below and have the following meanings:

64. Loyalty - broker/salesperson will act only in client(s)' best interest.

65. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.

66. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge  
67. which might reasonably affect the client(s)' use and enjoyment of the property.

68. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific  
69. information (such as disclosure of material facts to Buyers).

70. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.

71. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.

72. (3) If Seller(s)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the  
73. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/  
74. Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to  
75. purchase/lease properties listed by the broker.

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76. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender  
77. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be  
78. obtained by contacting the local law enforcement offices in the community where the property is located,  
79. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web site at  
80. [www.corr.state.mn.us](http://www.corr.state.mn.us).

MN:AGCYDISC-2 (8/19)