

# Walsh County Land Auction

Live: Friday, September 22<sup>nd</sup>. 2023. 11:00 AM

Location: **Lakota Community Center**. ND State  
Hwy. 2, Lakota, ND. 58344

Description: NW1/4 of Section 29, T-155-N, R-58-W

Total Acres: 153.46 +/-

US Fish & Wildlife Easement

For buyer's prospectus please call Helbling Auctioneers LLC.  
701-428-3184

Auctioneers: Helbling Auctioneers LLC. (701) 428-3184, cell 701-212-2950, 321 Hwy. 46 Kindred, ND. Bob Helbling JR. ND Lic. 285, John Kuchera ND Lic. 547. ND Clerk Lic. 390

Terms:

Anyone who wishes to bid must register and present a \$5000.00 cashier's check payable to Helbling Auctioneers LLC.

All bidders must register with the clerk in order to obtain a number to bid. Driver's license will be required.

Successful bidders are required to enter into a binding Earnest Money Agreement/Purchase Agreement at the conclusion of the auction.

An updated abstract will be provided by the seller.

Real Estate taxes owing will be addressed at the beginning of the auction and will be prorated between the buyer and seller to the date of closing.

Property will be sold by Deeded Acres.

Buyer agrees to accept the property in an "AS-IS, Where-IS" condition with "No Warranties or Guarantees Expressed or Implied"

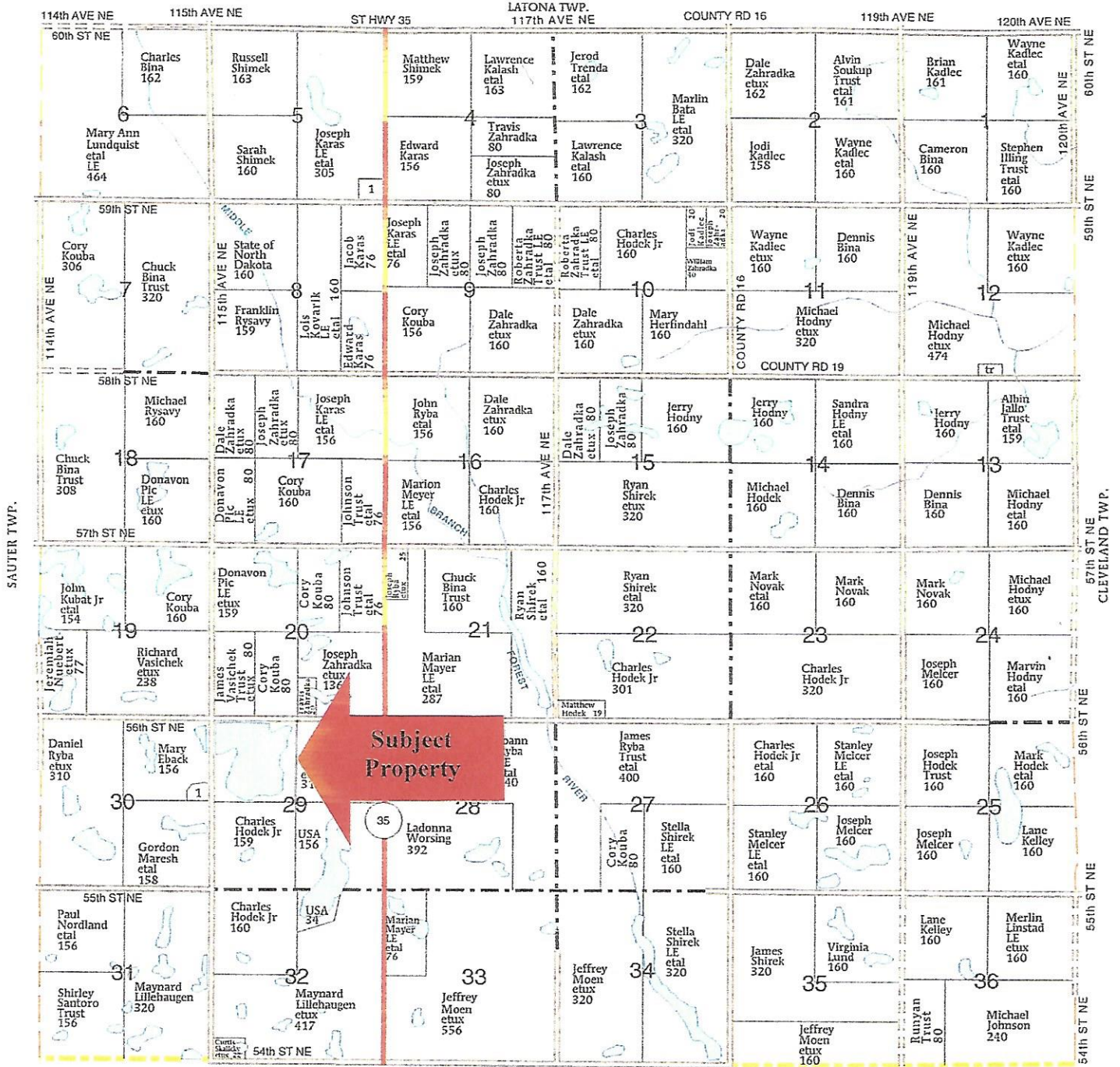
Statements made auction day take precedence over printed material.

T-155-N

PERTH PLAT

R-58-W

(Landowners)

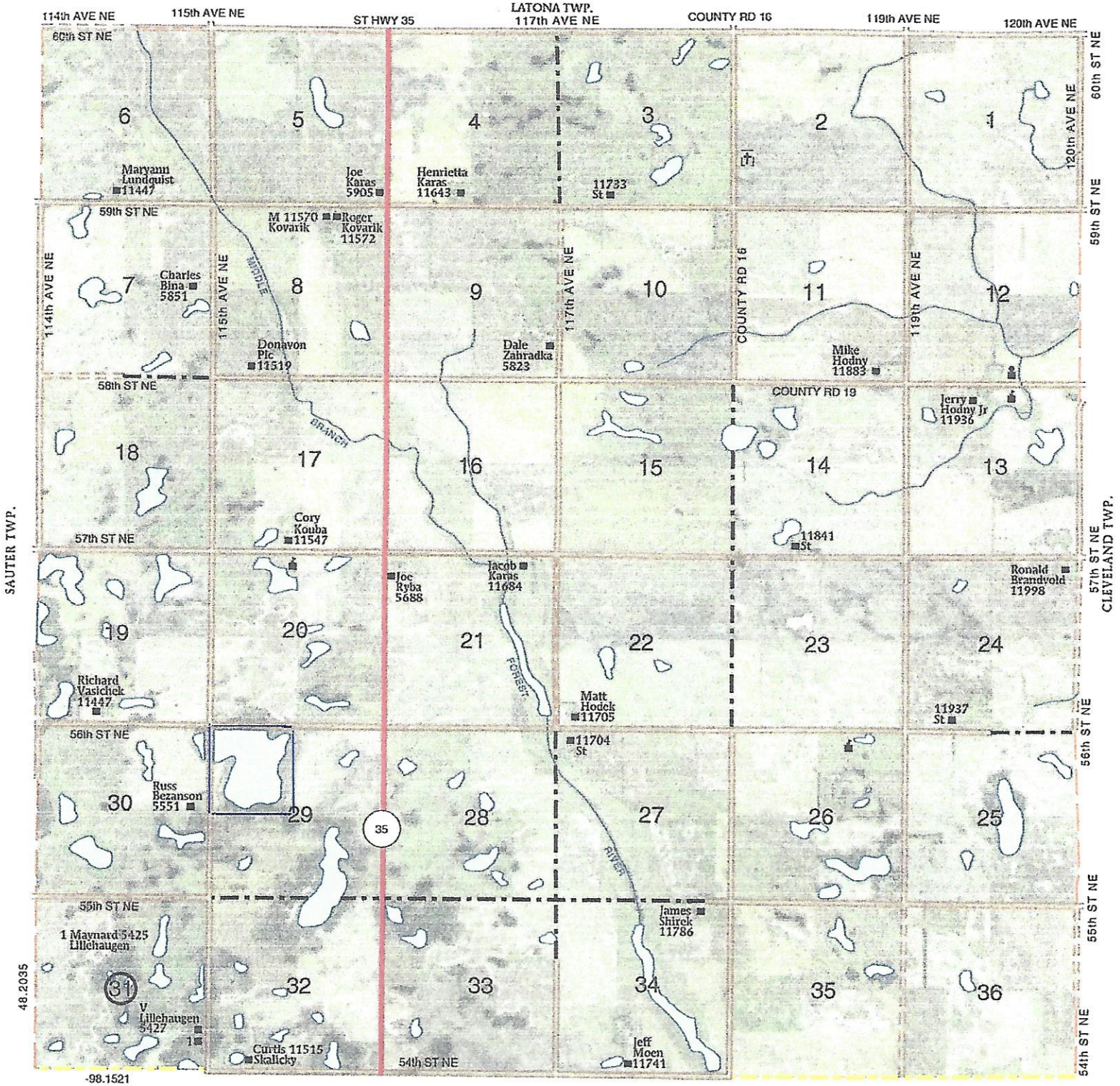


T-155-N

# PERTH DIRECTORY

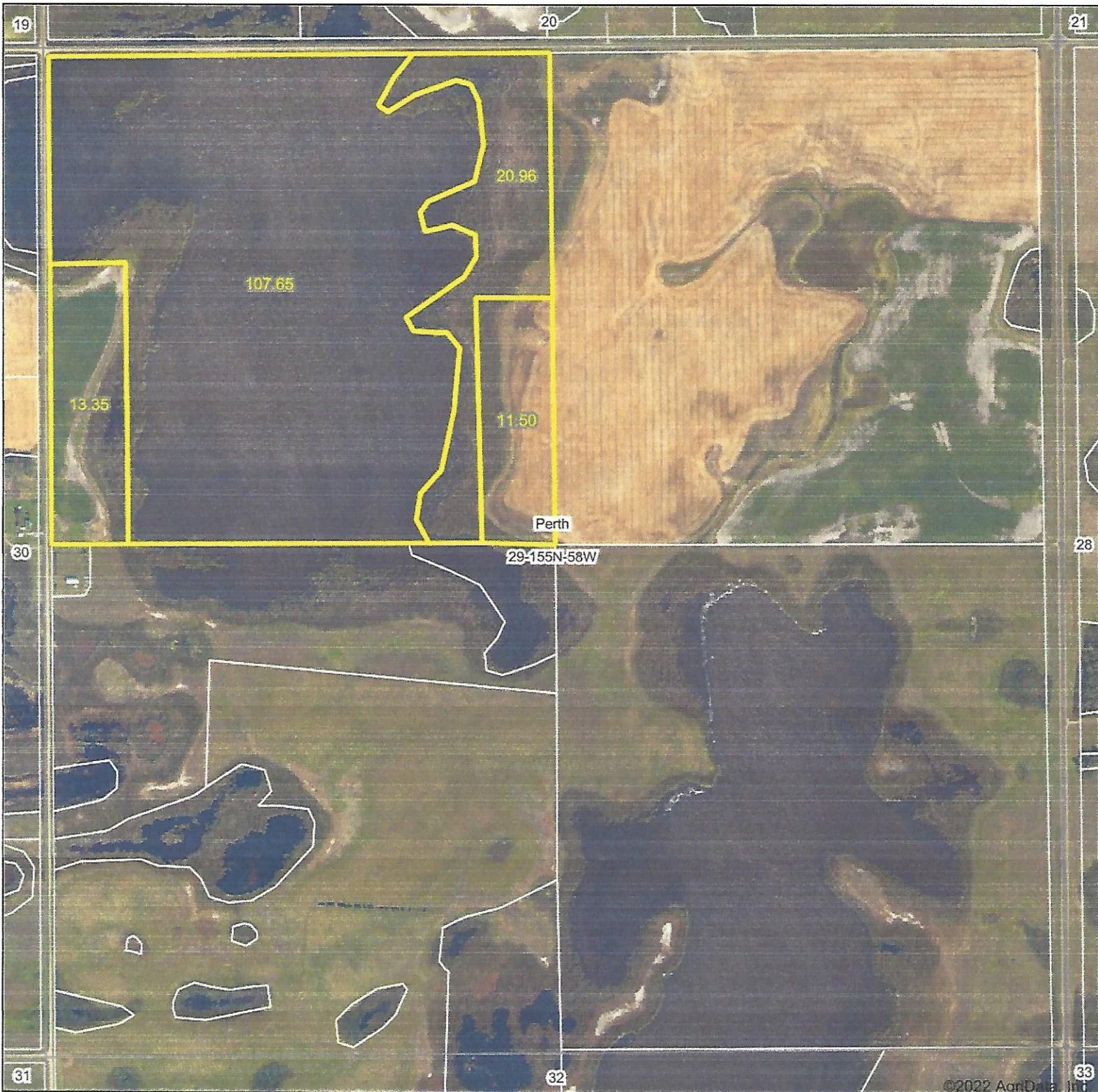
R-58-W

(Residents - Owners or Renters)



NELSON CO.

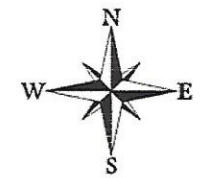
# Aerial Map



Map Center: 48° 12' 59.63, -98° 7' 49.51



**29-155N-58W**  
**Walsh County**  
**North Dakota**

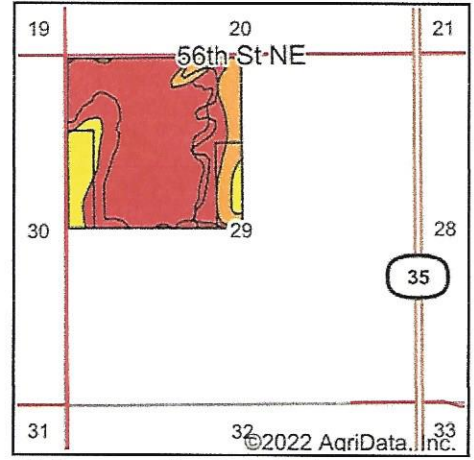
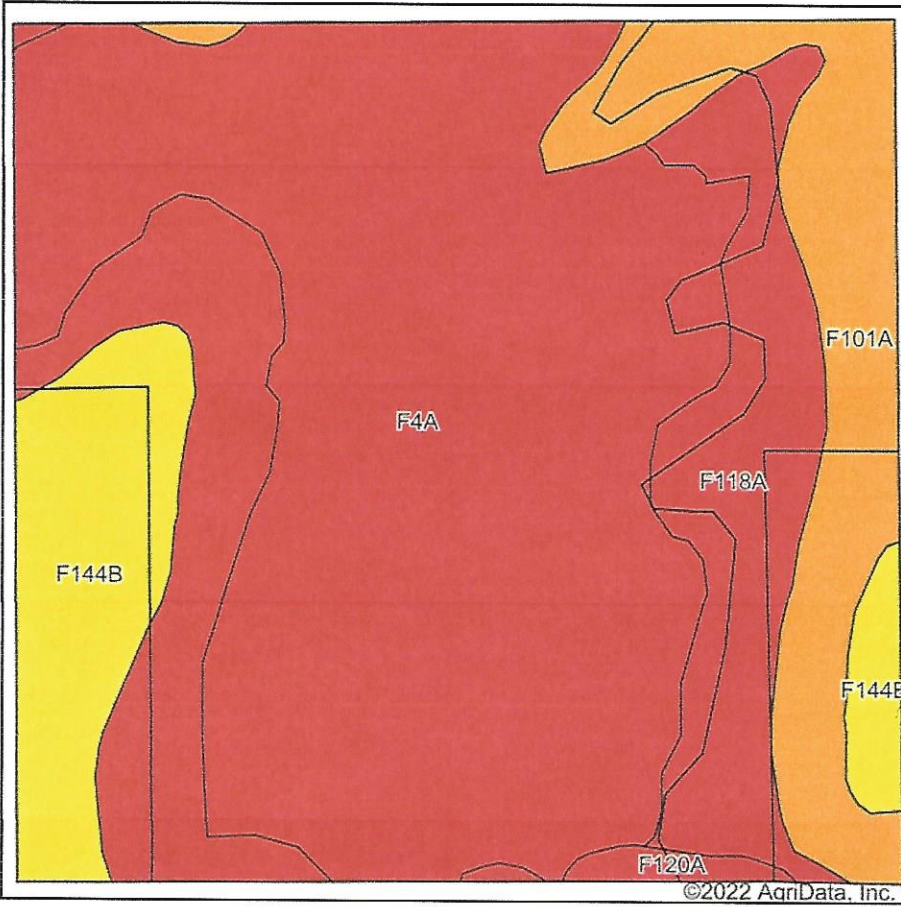


12/9/2022

Maps Provided By  
 **surety**  
CUSTOMIZED ONLINE MAPPING  
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Field borders provided by Farm Service Agency as of 5/21/2008.

# Soils Map



State: **North Dakota**  
 County: **Walsh**  
 Location: **29-155N-58W**  
 Township: **Perth**  
 Acres: **153.46**  
 Date: **12/9/2022**

Maps Provided By  
  
 CUSTOMIZED ONLINE MAPPING  
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Soils data provided by USDA and NRCS.

Area Symbol: ND099, Soil Area Version: 23

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index	*n NCCPI Soybeans
F4A	Southam silty clay loam, 0 to 1 percent slopes	83.69	54.5%		VIIIw	10	9
F118A	Vallers loam, saline, 0 to 1 percent slopes	32.68	21.3%		IVw	42	25
F101A	Hamerly-Wyard loams, 0 to 3 percent slopes	19.37	12.6%		Ile	77	52
F144B	Barnes-Buse loams, 3 to 6 percent slopes	16.51	10.8%		IIIe	69	51
F120A	Vallers, saline-Manfred complex, 0 to 1 percent slopes	1.21	0.8%		IVw	37	22
<b>Weighted Average</b>					<b>5.82</b>	<b>31.8</b>	<b>*n 22.5</b>

\*n: The aggregation method is "Weighted Average using all components"

\*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

2021 WALSH COUNTY REAL ESTATE TAX STATEMENT

Parcel Number 29-0000-07099-000  
 Jurisdiction PERTH TWP.  
 Physical Location

2918120001

2021 TAX BREAKDOWN

Lot: Blk: Sec: 29 Twp: 155 Rng: 58  
 Addition: PERTH NO ADDITION Acres: 160.00  
 Legal Description  
 U176 NW1/4 160A 29-155-58

Net consolidated tax 200.15  
 Plus: Special assessments  
 Total tax due 200.15  
 Less: 5% discount,  
 if paid by Feb.15,2022 10.01

**Amount due by Feb.15,2022 190.14**



Or pay in 2 installments (with no discount)  
 Payment 1: Pay by Mar.1st 100.08  
 Payment 2: Pay by Oct.15th 100.07

Legislative tax relief (3-year comparison):

	2019	2020	2021
Legislative tax relief	136.79	118.58	120.54
Tax distribution			
(3-year comparison):	2019	2020	2021
True and full value	16,894	17,181	17,621
Taxable value	845	859	881
Less: Homestead credit			
Disabled Veteran credit			
Net taxable value->	845	859	881
Total mill levy	226.36	236.05	227.19

Special assessments: SPC# AMOUNT DESCRIPTION

Taxes By District (in dollars):

COUNTY	100.98	101.57	96.91
TOWNSHIP	20.74	20.32	20.45
SCHOOL-consolidated	63.37	74.50	76.19
FIRE	4.07	4.23	4.40
WATER	1.27	1.29	1.32
STATE	.84	.86	.88

NOTE:  
 PAYMENTS: DROP BOX LOCATED SOUTH SIDE OF COURTHOUSE; MAIL TO ADDRESS BELOW; OR BY CREDIT CARD FOR A FEE AT www.walshcounty.nd/treasurer

Consolidated tax	191.27	202.77	200.15
Net effective tax rate>	1.13%	1.18%	1.13%

FOR ASSISTANCE, CONTACT:  
 WALSH COUNTY TREASURER  
 600 COOPER AVE  
 GRAFTON ND 58237  
 PHONE 701-352-2541

[ Detach here and mail with your payment ]

2021 WALSH COUNTY REAL ESTATE TAX STATEMENT

Your canceled check is your receipt for your payment.  
 No receipt will be issued, unless requested.

Parcel Number: 29-0000-07099-000

Total tax due 200.15  
 Less: 5% discount 10.01

**Amount due by Feb.15,2022 190.14**

Enter the amount you are paying on this parcel if less than full amount.

Or pay in 2 installments (with no discount)  
 Payment 1: Pay by Mar.1st 100.08  
 Payment 2: Pay by Oct.15th 100.07



MAKE CHECK PAYABLE TO:  
 WALSH COUNTY TREASURER  
 600 COOPER AVE  
 GRAFTON ND 58237  
 PHONE 701-352-2541

UNITED STATES DEPARTMENT OF THE INTERIOR  
U. S. FISH AND WILDLIFE SERVICE  
BUREAU OF SPORT FISHERIES AND WILDLIFE ORIGINAL  
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS 132X,12

THIS INDENTURE, by and between Frank G. Pic and Minnie Pic, his wife, of 814 North 4th Street, Grand Forks, North Dakota

parties of the first part, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative, party of the second part.

WITNESSETH:

WHEREAS, section 4 of the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended by section 3 of the Act of August 1, 1958 (72 Stat. 486, 16 U.S.C., sec. 718d (c)), authorizes the Secretary of the Interior to acquire small wetland or pothole areas suitable for use as waterfowl production areas:

WHEREAS, the lands described below contain or include small wetland or pothole areas suitable for use as waterfowl production areas:

NOW, THEREFORE, for and in consideration of the sum of **Fourteen Hundred** Dollars (\$1400.00), the parties of the first part hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative which acceptance must be made within **nine** months of the execution of this indenture by the parties of the first part, or any subsequent date as may be mutually agreed upon during the term of this option, an easement or right of use for the maintenance of the land described below as a waterfowl production area in perpetuity, including the right of access thereto by authorized representatives of the United States:

Walsh County, North Dakota  
T. 155 N., R. 58 W., 5th P.M.  
section 21, E $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$   
section 20, SE $\frac{1}{4}$   
section 29, NW $\frac{1}{4}$

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, and all outstanding mineral rights.

The parties of the first part, for themselves and for their heirs, successors and assigns, covenant and agree that they will cooperate in the maintenance of the aforesaid lands as a waterfowl production area by not draining or permitting the draining, through the transfer of appurtenant water rights or otherwise, of any surface water including lakes, ponds, marshes, sloughs, swales, swamps, or potholes, now existing or reoccurring due to natural causes on the above-described tract, by ditching or any other means; by not filling in with earth or any other material or leveling, any part or portion of the above-described tract on which surface water or marsh vegetation is now existing or hereafter reoccurs due to natural causes; and by not burning any areas covered with marsh vegetation. It is understood and agreed that this indenture imposes no other obligations or restrictions upon the parties of the first part and that neither they nor their successors, assigns, lessees, or any other person or party claiming under them shall in any way be restricted from carrying on farming practices such as grazing, hay cutting, plowing, working and cropping wetlands when the same are dry of natural causes, and that they may utilize all of the subject lands in the customary manner except for the draining, filling, leveling, and burning provisions mentioned above.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United States by the Secretary of the Interior or his authorized representative, although this indenture is acknowledged by the parties of the first part to be presently binding upon the parties of the first part and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to parties of the first part, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by parties of the first part.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to **Frank G. Pic** at **814 N. 4th Street, Grand Forks, N.Dak.** and such notice shall be binding upon all the parties of the first part without sending a separate notice to each. 58201

3. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendors for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.



135X15

4. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.

5. Payment of the consideration will be made by Disbursing Officers check after acceptance of this indenture by the Secretary of the Interior or his authorized representative, and after the Attorney General or in appropriate cases, the Field Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 7th day of September, 1967.

Frank G. Pic (L.S.)  
(Frank G. Pic)

Minnie Pic (L.S.)  
(Minnie Pic)

\_\_\_\_ (L.S.)

\_\_\_\_ (L.S.)

Helene Bergstedt (L.S.)  
(Witness)

Veronica Ludmose (L.S.)

ACKNOWLEDGEMENT

STATE NORTH DAKOTA )  
COUNTY OF Grand Forks )<sup>ss</sup>

On this 7th day of September, in the year 1967, before me personally appeared Frank G. Pic and Minnie Pic, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (he) executed the same as their (his) free act and deed.

Edward K. Lander  
Edward K. Lander

Notary Public, Grand Forks County,  
State of <sup>(Official Title)</sup> North Dakota

(SEAL)

My commission expires April 12, 1969.

ACCEPTANCE

This indenture is accepted on behalf of the United States this DEC 26 1967 day of 19, under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D(1).

THE UNITED STATES OF AMERICA

By R. W. Burwell  
(Title) R. W. Burwell  
Regional Director  
Bureau of Sport Fisheries and Wildlife <sub>24100</sub>

RECORD BOOK—(3-1916) (Rev. 1963)

346124 BLORE BARTLE, WASHINGTON, D.C.

ORIGINAL

### Conveyance of Easement for Waterfowl Management Rights

132x.1.2

THIS INDENTURE, by and between Frank G. Pic and Minnie Pic, his wife, of 814 North 4th Street, Grand Forks, North Dakota

DOCUMENT NO.

parties of the first part, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative, party of the second part.

WITNESSETH:

WHEREAS, section 4 of the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended by section 3 of the Act of August 1, 1958 (72 Stat. 436, 16 U. S. C. sec. 718d (C) ), authorizes the Secretary of the Interior to acquire small wetland or pothole areas suitable for, use as waterfowl production areas:

WHEREAS, the lands described below contain or include small wetland or pothole areas suitable for use as waterfowl production areas:

NOW, THEREFORE, for and in consideration of the sum of

166927

Fourteen Hundred Dollars (\$ 1400.00 ), the parties of the first part hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative which acceptance must be made within nine months of the execution of this indenture by the parties of the first part, or any subsequent date as may be mutually agreed upon during the term of this option, an easement or right of use for the maintenance of the land described below as a waterfowl production area in perpetuity, including the right of access thereto by authorized representatives of the United States:

Walsh County, North Dakota  
T. 155 N., R 58 W., 5th P.M.  
section 21, E $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$   
section 20, SE $\frac{1}{4}$   
section 29, NW $\frac{1}{4}$

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, and all outstanding mineral rights.

The parties of the first part, for themselves and for their heirs, successors and assigns, covenant and agree that they will cooperate in the maintenance of the aforesaid lands as a waterfowl production area by not draining or permitting the draining, through the transfer of appurtenant water rights or otherwise, of any surface water including lakes, ponds, marshes, sloughs, swales, swamps, or potholes, now existing or reoccurring due to natural causes on the above-described tract, by ditching or any other means; by not filling in with earth or any other material or leveling, any part or portion of the above-described tract on which surface water or marsh vegetation is now existing or hereafter reoccurs due to natural causes; and by not burning any areas covered with marsh vegetation. It is understood and agreed that this indenture imposes no other obligations or restrictions upon the parties of the first part and that neither they nor their successors, assigns, lessees, or any other person or party claiming under them shall in any way be restricted from carrying on farming practices such as grazing, hay cutting, plowing, working and cropping wetlands when the same are dry of natural causes, and that they may utilize all of the subject lands in the customary manner except for the draining, filling, leveling, and burning provisions mentioned above.

#### SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United States by the Secretary of the Interior or his authorized representative, although this indenture is acknowledged by the parties of the first part to be presently binding upon the parties of the first part and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to parties of the first part, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by parties of the first part.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Frank G. Pic at 814 N. 4th Street, Grand Forks, N. Dak. / 58201 and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendors for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

CONTRACT No. 14-16-0003-19602

4. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.

5. Payment of the consideration will be made by Disbursing Officers check after acceptance of this indenture by the Secretary of the Interior or his authorized representative, and after the Attorney General or in appropriate cases, the Field Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the parties of the first part hereunto set their hands and seals this 7th day of September, 19 67.

Frank G. Pic (L. S.)  
Minnie Pic (L. S.)  
Helen Sempelak (L. S.)  
(Witness)  
Veronica Ludomese (L. S.)

STATE OF NORTH DAKOTA }  
COUNTY OF Grand Forks } ss. ACKNOWLEDGMENT

On this 7th day of September, in the year 1967, before me personally appeared Frank G. Pic and Minnie Pic his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (he) executed the same as their (his) free act and deed.



Edward K. Lander  
Notary Public, Grand Forks County  
State of North Dakota (Official Title)  
My commission expires April 12, 1969

#### ACCEPTANCE

This indenture is accepted on behalf of the United States this DEC 26 1967 day of DEC 26 1967, 19 67 under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D (1).

THE UNITED STATES OF AMERICA  
By R.W. Burwell  
(Title) Regional Director  
Bureau of Sport Fisheries and Wildlife

OFFICE OF REGISTER OF DEEDS  
STATE OF NORTH DAKOTA }  
COUNTY OF WALSH } ss.

I hereby certify that the within instrument was filed in this office for record on the 2nd day of January A. D., 19 68 at 9:30 o'clock A. M., and was duly recorded in Book 39 of Miscellaneous Records on page 205  
By [Signature] Deputy. [Signature] Register of Deeds.

