

ONLINE ONLY!

158.38 +/- ACRES • RAMSEY COUNTY, ND

LAND AUCTION

Owner: Brandon Herda

ONLINE OPENS: FEBRUARY 12 @ 10 AM (CST)

ONLINE ENDS: FEBRUARY 18 @ 11 AM (CST)

N
NIKOLAISEN
LAND • COMPANY
844.872.4289
www.niklandco.com





PROPERTY INFORMATION

Welcome Prospective Bidders

This online land auction consists of 158.38 +/- deeded acres in Ramsey County, ND being sold as one (1) parcel. From Devils Lake, ND, the property is located 8 miles east on County Hwy #2 (48th St NE) and 3 1/2 miles north on County Hwy #3 (91st Ave NE) or 1 mile north of Rohrville, ND. The property has a slightly rolling topography with some sloughs and recreational acres. There is no USF&W wetland easement and there is no 2026 cash rent contract. This property will close on or before April 1, 2026 and be ready for the new owner's seeding.

PRODUCTIVE CROPLAND & RECREATIONAL LAND!

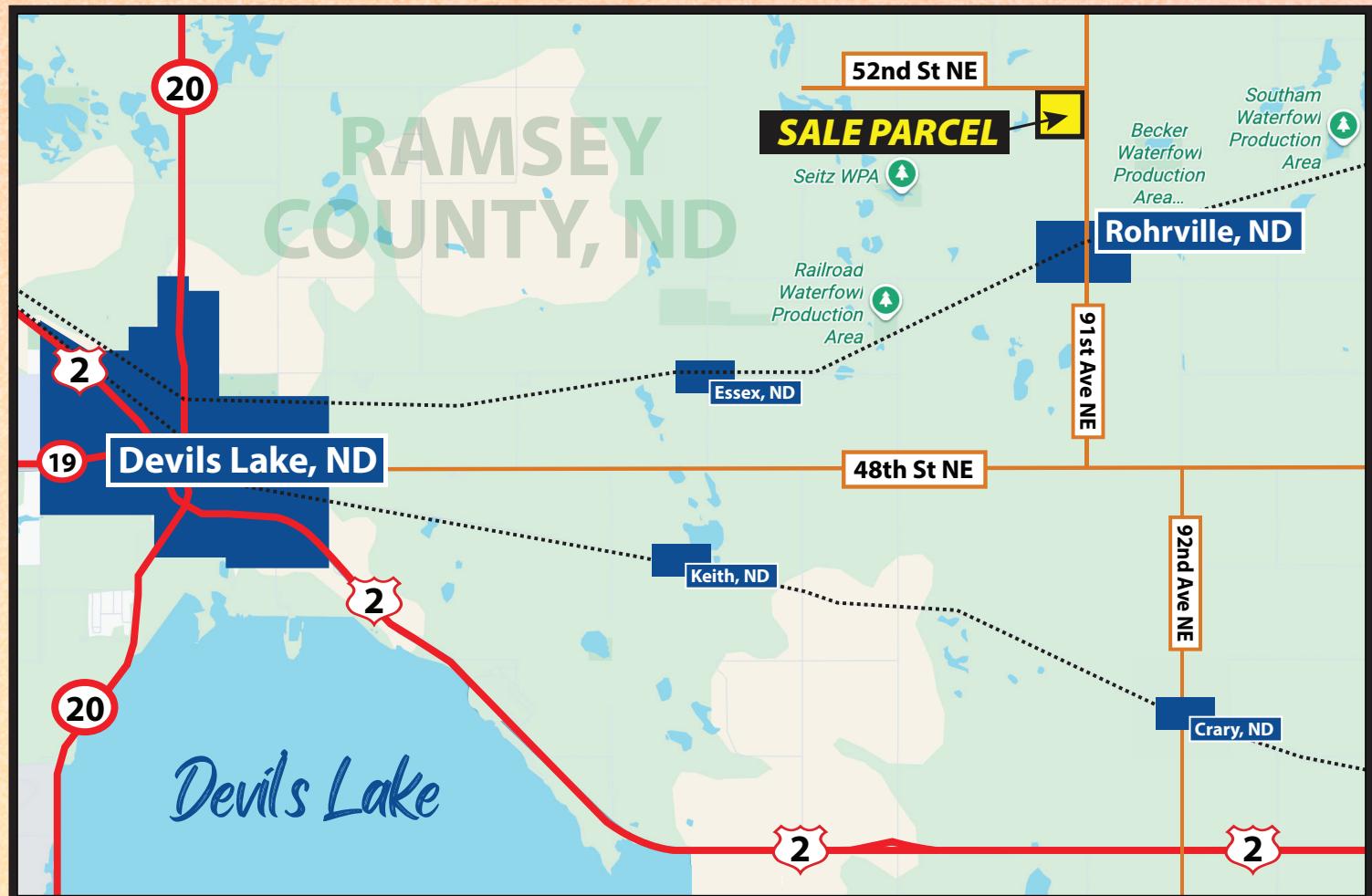


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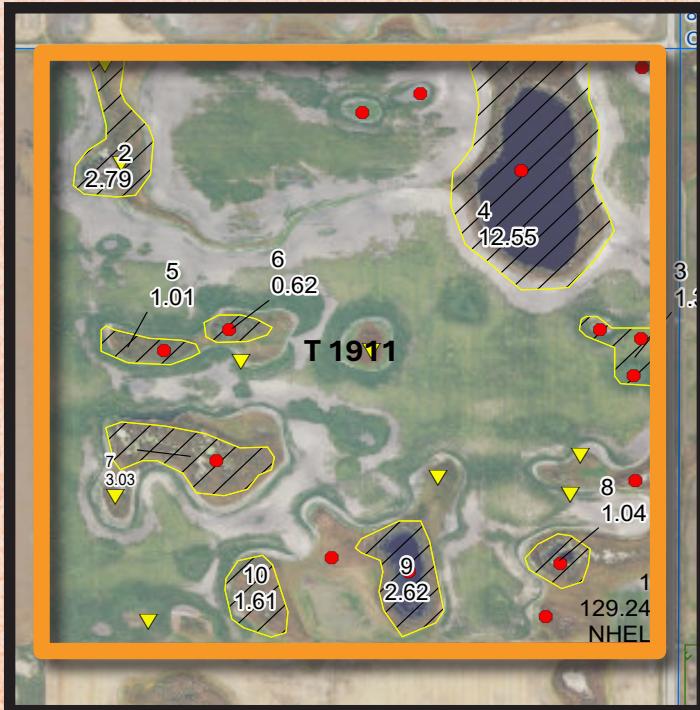
PROPERTY LOCATION



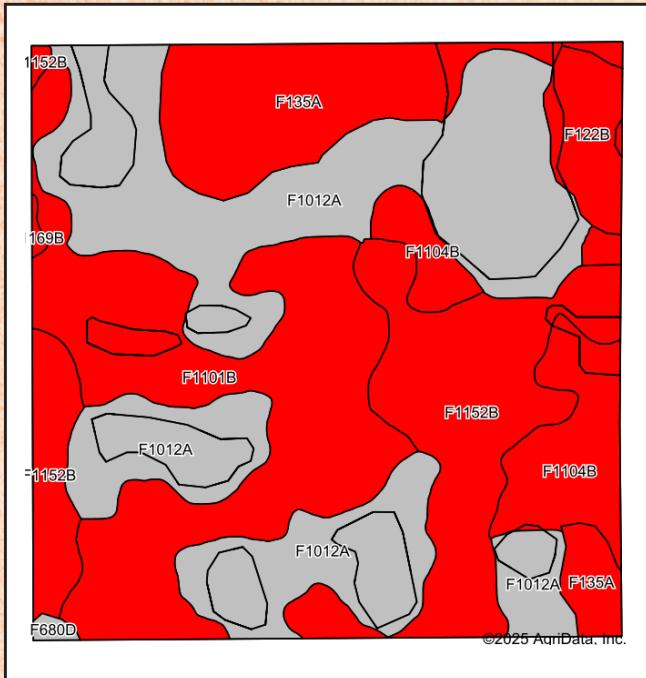
NORTHEAST OF DEVILS LAKE, ND!



PROPERTY INFORMATION



Deeded Acres: 158.38 +/-
Legal: NE¹/₄ Less Road Right-of-Way 18-154-62
(Ontario Township)
FSA Cropland Acres: 129.24 +/-
Real Estate Taxes (2024): \$1,629.85
USFW Wetland Easement: No



Crop	Acres	Yield
Corn	98.43	120 bu.
Soybeans	16.67	30 bu.
Total: 115.10		



Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
F1012A	Parnell-Vallers, saline, complex, 0 to 2 percent slopes	57.65	37.0%		Vw	33
F1101B	Hamerly-Wyard loams, 0 to 4 percent slopes	37.05	23.8%		Ile	73
F1152B	Balaton-Souris-Svea loams, 0 to 4 percent slopes	25.58	16.4%		Ile	77
F135A	Hamerly-Cresbard loams, 0 to 3 percent slopes	17.77	11.4%		Ile	75
F1104B	Hamerly-Balaton loams, 0 to 4 percent slopes	12.19	7.8%		Ile	75
F122B	Barnes-Cresbard loams, 3 to 6 percent slopes	4.95	3.2%		Ile	76
F680D	Barnes-Sioux complex, 6 to 15 percent slopes	0.41	0.3%		Vle	44
F1169B	Balaton-Souris loams, 0 to 4 percent slopes	0.23	0.1%		Ille	77
Weighted Average					3.12	59.3

PROPERTY PHOTOS





TERMS & CONDITIONS

I. Terms and Conditions of Auction

The property will be offered for sale as one (1) parcel. This online auction will be held from Thursday, February 12, 2026 at 10:00 am, CST until Wednesday, February 18, 2026 at 11:00 am, CST. All bids will be taken without regard to a prospective bidder's sex, race, color, religion or national origin.

A. If you are the successful bidder on this property, you will be required to provide a 10 PERCENT of the purchase price earnest money deposit and are required to complete and sign a North Dakota Real Estate Purchase Agreement provided by the Auctioneer.

B. If you are the successful bidder on this property, your 10% earnest money deposit will be held 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 April 1, 2026. During the days following the auction, you will be contacted by the closing agent to schedule your closing date and time.

II. Bidding Procedures

Bids will be taken only by those who have registered with our company online, at the live auction or in our office. Please retain your bidder number for the duration of the auction as you are responsible for your assigned number. The property is sold when the Auctioneer announces/publishes, "sold," identifies the winning bid number and the amount of the bid and the information is recorded by the Auctioneer or the clerk. The high bid cannot be withdrawn once the Auctioneer determines it to be the winning sale bid.

The property will be offered as one (1) individual parcel. Bidding will be available online beginning Thursday, February 12, 2026 at 10:00 am, CST until Wednesday, February 18, 2026 at 11:00 am, CST. This online auction will be subject to the automatic bid extend feature outlined in these terms and conditions. Online auctions are timed events and subject to extended bidding due to bidding activity. Any bid placed within five minutes of the auction ending, will automatically extend the auction for five minutes from the time the bid is placed. The auto-extend feature remains active until no further bids are placed within the five minute time frame. All decisions of Nikolaisen Land Company or Nikolaisen Auctions are final.

All bids will be visible online, but the identity of the bidders is confidential. In the event there are technical difficulties related to the server, software or any other online auction-related technologies, Nikolaisen Land Company and Nikolaisen Auctions reserve the right to extend bidding, continue the bidding or close the bidding. Neither the company providing the software nor Nikolaisen Land Company or Nikolaisen Auctions shall be held responsible for a missed bid or the failure of the software to function properly for any reason. Email notifications will be sent to registered bidders with updated information as deemed necessary by Nikolaisen Land Company or Nikolaisen Auctions.

The sale property is sold in its AS-IS condition including its faults and limitations and no warranties expressed or implied. All bidders are encouraged to inspect the property prior to placing any bid and the winning bidder, as a Buyer, acknowledges that it has had a reasonable opportunity to inspect and examine the property's condition and has made inquiries to applicable governmental authorities pertaining to the buyer's proposed use of the property prior to the auction. Competitive

bidding is an essential element of an auction sale, and said sale should be conducted fairly and openly with full and free opportunity for competition among bidders. Any conduct, deceptive strategy, agreement or combination thereof with the purpose and effect of which is to stifle fair competition and hinder the bidding is against public policy and will cause the sale to be suspended. Collusion and/or bid rigging are federal felonies punishable by imprisonment and fine. The Seller will report all illegal conduct to the FBI and cooperate with any prosecution.

III. Purchase Agreement, Marketability, Signing Area

At the auction completion, the successful high bidder must sign a North Dakota 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 April 1, 2026 or the Buyer will be in default and the earnest money paid herein will be forfeited to the Seller(s). The Auctioneer and the Seller(s) 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 the Auctioneer and their client(s) 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 improvements, if any to bring the property up to necessary state, local and federal codes. The Auctioneer and the seller obtained information from sources deemed reliable, but do not guarantee its accuracy. Due diligence of the property and related information by the buyer is strongly recommended.

IV. 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 the Buyer's earnest money deposit.

V. Agency

Nikolaisen Land Company and Nikolaisen Auctions and their representatives are acting as agents for the Seller(s).

VI. Closing

Closing will take place at Seller's closing attorney's office or a professional closing company agreeable to both buyer and seller. Seller will provide updated abstract(s) or an ALTA title insurance commitment for issuance to the Buyer of an ALTA Owner's Policy of Title Insurance in the amount of the purchase price. In the event the Seller elects to furnish a title commitment, then Seller shall pay 50% of the cost of the title policy premium and Buyer shall pay 50% of the cost of the title policy premium.

VII. Showing of Property

The property is accessible by highway, county and township roads for inspection. WHETHER OR NOT YOU ACTUALLY INSPECT THE PROPERTY, YOU WILL BE BOUND TO ACCEPT THE PROPERTY "AS IS-WHERE IS" AND WITH ALL FAULTS AND DEFECTS AND WITH NO EXPRESSED OR IMPLIED WARRANTY AS TO THE 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.

Buyers are urged to inspect the property. Property is being sold AS-IS, WHERE IS. Announcements made sale day take precedence over all printed materials.



418 Main St. • PO Box 7 • Cando, ND 58324

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More
Information
& Photos
Here!



VIII. Environmental Disclaimer

The Seller(s), Broker, Auctioneer and their agents do not warrant or covenant with the Buyer regarding the existence or nonexistence of any pollutants, contaminants, mold, or any kind of hazardous wastes or substances which are prohibited by federal, state or local law or authorities including the seeping, migrating or escaping of these substances into or out of the sale property. Buyer is responsible for its own inspections of water, soil, air and any other environmental conditions related to said property at the buyer's expense. No warranties are made or expressed related to the existence or nonexistence of water wells and the condition thereof on the sale property.

IX. Easements/Survey/Acreage

The sale property is selling subject to any and all easements, encroachments, covenants and restrictions, reservations, zoning/ordinances, right-of-way and any other documents of record. If a discrepancy in acreage arises from a legal survey or other recorded document, the sale price may be adjusted with Seller confirmation. If a survey is required after the auction is completed, the cost of said survey is that of the Buyer.

X. Performance by the Seller

The Seller(s) has agreed to these terms and conditions; however, the Auctioneer/Broker cannot warranty and/or guarantee the Seller's performance.

XI. OFAC Compliance

All bidders are subject to providing appropriate government identification that includes full legal name, date of birth and place of birth. By providing this information, you, as a bidder, allow the Seller(s) to perform a search of the Specially Designated Nationals List, Blocked Persons List and Sanctioned Country List provided by

the U.S. Office of Foreign Assets Control. After this search has been completed, Seller(s) reserves the right to reject any bidder from these registrations.

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(s) of the property or the Auctioneer. Online announcements made on sale day by the Auctioneers of Nikolaisen Land Company/Nikolaisen Auctions, will take precedence over any printed materials. The Auctioneer reserves the right to preclude any person or entity from bidding if there is any question as to their/its credentials or fitness to bid.

We encourage you to inspect any property you wish to bid on. This property is subject to prior sale and bids will be taken until the last and final bid has been taken and accepted. The sellers reserve the right to reject or accept any and all bids. Property will be sold as one (1) parcel. Seller to pay 2025 real estate taxes. Buyer to pay 2026 real estate taxes and subsequent years. Sellers will not retain any of the owned subsurface mineral rights. Sellers do not warranty the percentage of mineral rights currently owned. The property does not have a USF&W Wetland Easement. No 2026 cash rent contract. This auction is managed by Nikolaisen Land Company, Amy Nikolaisen, ND #951 • Tom Nikolaisen, ND #2038.

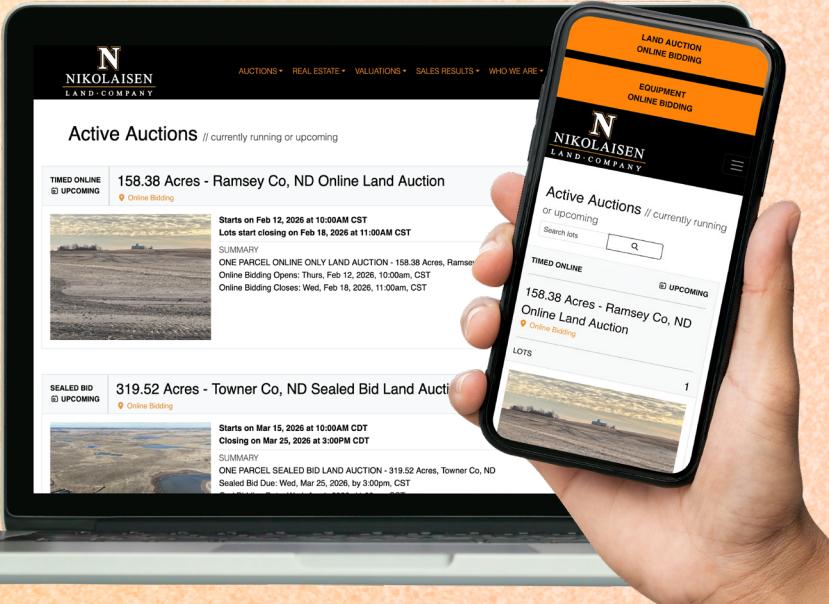


ONLINE BIDDING PROCEDURES

Bidding will remain open until there has been no bidding activity for a consecutive period of five (5) minutes. The bid extension feature of our online platform ensures that any bid placed within the final five (5) minutes of the auction will automatically extend the closing time by an additional five (5) minutes. This process will continue until no further bids are submitted within the extension period.

The auction will not close, and the property will not be considered sold, until all interested parties have had the opportunity to submit their highest and best bid.

Notice: This statement is an example of the timed online bidding process and does not constitute the terms of any specific auction sale.





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