



# WATFORD CITY, ND DEVELOPMENT LAND AUCTION

Opening: Thursday, October 10 | 8 AM

Closing: Thursday, October 17 | 1 PM <sup>CDT</sup> 2024

TIMED  
ONLINE

From the stoplight at the intersection of US Hwy. 85 & ND Hwy. 23 southwest of Watford City, continue right to the next stoplight at the intersection of ND Hwy. 23 & main street, then south (right) 1/2 mile to the southwest corner of the property.

**Auctioneer's Note:** Fantastic opportunity to bid on, and buy, 36± acres of shovel ready property on the south end of Watford City, the county seat of McKenzie County, the epicenter of the state's energy boom. Situated just a few miles east of the Theodore Roosevelt Expressway, the northern third of the Ports to Plains Alliance, this property is near a gateway to a proposed four-lane divided highway system promoting trade and transportation nationally and internationally throughout the Great Plains Region. Adjoining access to city water, city sewer, underground electrical services, and underground fiber optic services, grant the benefits of being within Watford City but the flexibility of being on the edge near the intersection of US Hwy. 85 and State Hwy. 23. Whether you are expanding your business, starting your business, looking for a great investment opportunity or a place to build your forever home, take advantage of this rare opportunity today.

## 36± Acres



**Stenehjem Development L.L.P**

Contact Martin Peterson at Steffes Group, (320) 905-5325 or visit [SteffesGroup.com](https://SteffesGroup.com).

Steffes Group, Inc. | 14083 51st St NW, Williston, ND 58801 | (701) 237-9173 | [SteffesGroup.com](https://SteffesGroup.com)

Scott Steffes ND1634; Martin Peterson ND11034. TERMS: 10% down upon signing purchase agreement with balance due at closing in 45 days.



**The Terms and Conditions of Sale are set forth in the Buyer's Prospectus and the Earnest Money Receipt and Purchase Agreement (the "Purchase Agreement").**

The information set forth is believed to be accurate. However, the owner of the properties and Steffes Group make no warranties or guarantees 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.



Steffes Group along with their employees are seller's agents and are licensed in the state where the property is located. We strongly recommend buyers secure buyer representation, at their expense, in all real estate transactions.

The sale of this property IS NOT contingent on the Buyer securing financing or any other Buyer contingencies.

**THE AUCTION BEGINS ON THURSDAY, OCTOBER 10 AND WILL END AT 1 PM THURSDAY, OCTOBER 17, 2024.**

All bidders must register their name, address, and telephone number in order to receive a bidding number, or all bidders must register with SteffesGroup.com as an online bidder to participate in the auction sale online.

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 contract sale price will be required. Those funds will be placed in a Real Estate Trust Account as good faith money until closing.

Down payment is due on the day the bidding closes and signing of the contracts will take place through email and electronic document signatures. In the event the auction bidding closes after 3:00pm, the earnest money will be due the following business day.

The contract signing will take place at Steffes Group, 2000 Main Ave. E, West Fargo, ND 58078

If the winning bidder is unable to come to the Steffes office for signing of the contract, arrangements will be made to email or fax a copy of the contract for signature. The buyer would fax the signed copy back to 701.237.9173 or send a scanned copy by email.

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 at closing on or before: **Tuesday, December 3, 2024.**

Closing will take place at Seller's closing attorney office, or a professional closing company agreeable to both buyer and seller.

Seller will provide up-to-date merchantable abstract(s) or (ii) an ALTA title insurance commitment ("Title Commitment") for issuance to Buyer of an ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the purchase price. In the event Seller elects to furnish a Title Commitment, Seller shall pay for 50% of the cost of the premium for the Title Policy, and Buyer shall pay for 50% of the cost of the premium for the Title Policy.

Property will be conveyed by a **Warranty Deed.**

**2024 Taxes: Prorated to Close Date.**

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.

*Watford City, ND*

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.

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 PROPERTY WILL BE SOLD AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED.**

**THE PROPERTY WILL BE SOLD UPON SELLER 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, expressed 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 either to 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.

### **SELLER'S PERFORMANCE**

The Seller has agreed to the terms of the sale as published. However, the Broker and Auctioneer make no warranties or guarantees as to the Seller's performance.

### **AGENCY DISCLOSURE**

**Steffes Group, Inc. is representing the Seller.**

### **POSSESSION**

Possession will be at closing or completion of current crop harvest, whichever is later, unless otherwise agreed to in writing and agreeable by buyer and seller.

### **MINERAL RIGHTS**

The Seller reserves 100% of all mineral rights, if any.

### **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 well.

### **EASEMENTS AND SURVEY**

This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, any results that an accurate survey may show, as well as all applicable zoning laws.

### **BUYER DEFAULT**

When using our online auction services, you are making a firm commitment to purchase said item(s) and are entering into a legal and binding contract. Bids may not be cancelled or retracted for any reason.

Non-paying bidders or fraudulent bidding will subject you to legal recourse and possible criminal charges including any fraud and/or interstate commerce violations.

### **INTERNET RISK**

You acknowledge that the internet may be an unreliable and error-prone network. Steffes Group will not guarantee that bids placed online will always be transmitted to or received by the auctioneer in a timely fashion. You agree to hold Steffes Group, Inc. and its employees harmless for any interruptions in online bidding. At the sole discretion of the Company, the auction may be suspended, postponed, or cancelled if internet service is unstable or disrupts the online portion of any event that is simulcast as an Internet Auction.

Further, the auctioneer has the sole discretion to accept or refuse any bid. Steffes Group retains the right, at our sole discretion, to add, delete, or change some or all of our online services and the terms and conditions governing their online auctions at any time without notice.

### **BIDDING PROCEDURE**

As a buyer you have two objectives to accomplish:

1. Purchasing the property.
2. Purchasing the property at a price you can afford.

How is this accomplished?

1. Estimate comparative value.
2. Experienced buyers always decide what to pay before the bidding begins.
3. Inspect the property carefully.
4. Compare with other properties available in the area.
5. Check the selling price of previously sold properties.
6. Discuss your buying plans with a lender. Have your financing arrangements made in advance.
7. This sale is not subject to financing.

### **AVOID OVER OR UNDER BIDDING**

- Always bid on a property toward a price.
- Establish that price before the bidding begins. By doing this you will avoid getting caught up in

the auction excitement and pay a price that is too high for the market or one that you cannot afford. It will also make you confident to bid to your established fair market value. Many bidders who do not plan ahead end up with regrets after the auction because they were too nervous or uncertain about their judgment to bid.

### **THE BIDDING STRATEGY**

- Research and know the value of the property.
- Have your financing arranged before the auction.
- Establish your highest and best bid before the bidding begins.
- Make your bids promptly to force other bidders up or out without delay.

Please note the bidding will not close until there has been no bidding activity for a period of 4 minutes. This is accomplished through the bid extension feature of our website. Bids placed within the last 4 minutes of the auction will extend the auction an additional 4 minutes. Bid extensions continue and the auction does not end until there are no bids for 4 minutes. Our goal is to realize the highest return to the seller, and satisfy all interested parties.

***This is an AUCTION! To the Highest Bidder. The bidding will not close and property will not be sold until everyone has had the opportunity to make their highest and best bid. PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!***



Lots with this symbol are linked together throughout the entire auction and will close together.

## OCTOBER 2024

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**MCKENZIE COUNTY, ND - WATFORD CITY**

**Land Located:** from the stoplight at the intersection of US Hwy. 85 & ND Hwy. 23 southwest of Watford City, continue right to the next stoplight at the intersection of ND Hwy. 23 & main street, then south (right) 1/2 mile to the southwest corner of the property.

**Description:** 36± acres in Section 31-150-49

**Total Acres:** 36±

**Total Sq. Ft.:** 1,568,160±

**Current Zoning:** Agricultural

**PID #:** 82-73-21700

**Taxes (2023):** \$101.61

**Please Note:** Property may Qualify for Funding from Bank of North Dakota (BND) and McKenzie County Economic Development.

**Please Note:** Visit the links below to learn more about the Ports to Plains Alliance and The Theodore Roosevelt Expressway:

Ports-To-Plains Alliance (<https://www.portstoplains.com/about-us/>)

Theodore Roosevelt Expressway (<https://www.trexpressway.com/AboutUs>)



\*Lines are approximate

Watford City, ND





SHEET DESCRIPTION: Aerial with Existing Services

PROJECT NAME: Stenehjem Industrial Park

PROJECT NO.: 19-1042

REVISION

DATE

DESIGNED BY: BJB

DRAWN BY: TJC

DATE PRINTED: 08/06/24

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OF

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**2023 MCKENZIE COUNTY REAL ESTATE TAX STATEMENT**

Statement No: 38147

**Parcel Number:****Jurisdiction**

82-73-21700

WATFORD CITY

**Physical Location****Legal Description**

SECT-31 TWP-150 RANG-098  
UNPLATTED WATFORD CITY  
LOT 4 EX RD 1.97 A

ACRES: 36.74

**2023 TAX BREAKDOWN**

Net consolidated tax	101.61
Plus: Special Assessments	
Total tax due	101.61
Less: 5% discount	(5.08)
if paid by Feb. 15th	
<b>Amount due by Feb. 15th</b>	<b>96.53</b>
Or pay in two installments(with no discount)	
Payment 1: Pay by Mar. 1st	50.81
Payment 2: Pay by Oct. 15th	50.80

**Legislative tax relief****(3-year comparison):**

	2021	2022	2023
Legislative tax relief	40.47	40.40	41.10

Special Assessments	.00
Specials Interest	.00

**Tax distribution(3-year comparison):**

	2021	2022	2023
True And Full Value	10,900	10,900	10,900
Taxable Value	545	545	545
Less: Homestead credit			
Disabled Veterans' credit			
Net Taxable Value	545	545	545
Mill Levy	182.120	184.010	186.430

Penalty on 1st Installment & Specials  
March 2..... 3%  
May 1..... 6%  
July 1..... 9%  
October 15..... 12%  
Penalty on 2nd Installment  
October 16..... 6%

**Taxes By District(in dollars):**

State	.55	.55	.55
County	9.73	9.58	9.32
City/Twp WATFORD CITY	47.30	49.26	50.35
School MCKENZIE COUNTY #1	39.30	38.50	39.09
GARRISON	.55	.55	.55
MCKENZIE SOIL CONSERVATION	.82	.82	.55
MCKENZIE AMBULANCE DISTRICT	1.01	1.04	1.20

**FOR ASSISTANCE:**

Office: McKenzie County Treasurer

Phone: 701-444-3616 ext. 3

Email: [treas@co.mckenzie.nd.us](mailto:treas@co.mckenzie.nd.us)Website: [county.mckenziecounty.net](http://county.mckenziecounty.net)

-Auditor/Treasurer Department-

Consolidated Tax	99.26	100.30	101.61
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<b>Net consolidated tax</b>	<b>99.26</b>	<b>100.30</b>	<b>101.61</b>
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<b>Net effective tax rate</b>	<b>.91%</b>	<b>.92%</b>	<b>.93%</b>
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**Legal Description:**

A tract of land being Government Lot 4 of Section 31, less Highway right-of-way, Township 150 North, Range 98 West, 5th Principal Meridian, Watford City, McKenzie County, North Dakota, and being more particularly described as follows:

Beginning at the Southwest Corner of said Section 31, thence South 87°47'47" East along the Southerly line of said Section 31, a distance of 100.00 feet to the Easterly right-of-way line of U.S. Highway 85 and being the True Point of Beginning; thence North 02°06'46" East along said Easterly right-of-way line, a distance of 1319.00 feet to the Northerly line of said Government Lot 4; thence south 87°48'29" East along said Northerly line, a distance of 1181.51 feet to the Southwest Sixteenth Corner of said Section 31; thence south 01°49'13" West along the Easterly line of said Government Lot 4, a distance of 1319.27 feet to the West Sixteenth corner of said Section 31; thence North 87°47'47" West along the Southerly line of said Section 31, a distance of 1188.25 feet to the True Point of Beginning and containing 35.881 acres.

Watford City, ND





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 receipted for..... \$ \_\_\_\_\_

Balance to be paid as follows..... In Cash at Closing..... \$ \_\_\_\_\_

1. Said deposit to be placed in the Steffes Group, 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 and election shall furnish to Buyer either (i) an abstract of title updated to a current date, or (ii) an ALTA title insurance commitment ("Title Commitment") for issuance to Buyer of an ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the purchase price. In the event Seller elects to furnish a Title Commitment, Seller shall pay for 50% of the cost of the premium for the Title Policy, and Buyer shall pay for 50% of the cost of the premium for the Title Policy (and Buyer shall pay for 100% of the costs of any endorsements requested by Buyer, any costs related to extended coverage, and the costs of any lender's policy and endorsements). Zoning ordinances, building and use restrictions, reservations in federal and state patents and deeds, existing tenancies, easements and public roads shall not be deemed objectionable encumbrances or title 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 state 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. South Dakota Taxes: \_\_\_\_\_
8. 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.
9. Closing of the sale is to be on or before \_\_\_\_\_ Possession will be at closing.
10. 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.
11. 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.
12. 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.
13. Any other conditions: \_\_\_\_\_
14. Steffes Group, Inc. stipulates they represent the SELLER in this transaction.

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

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

Steffes Group, Inc.

Seller's Printed Name &amp; Address:





WATFORD CITY  
**NORTH DAKOTA**

SteffesGroup.com | (701) 237-9173 | 14083 51st St NW, Williston, ND 58801