

# HAWLEY, MINNESOTA COMMERCIAL REAL ESTATE AUCTION

Opens: Wednesday, June 12 | 8AM Closes: Wednesday, June 19 | 1PM 2024 TIMED ONLINE



FACILITY LOCATED: 515 Main Street, Hawley, MN 56065

OPEN HOUSE / PREVIEW: Friday, June 14 from 2:00-5:00PM

Auctioneer's Note: Take advantage of this tremendous opportunity to add storage space with this 54' x 105' storage building in lakes country! Located on Main Street in Hawley, MN, it is a great addition for your business or personal use storage. Electricity and water on site.



WEST CENTRAL AG SERVICES

Contact Joel Swanson at Steffes Group, 701.237.9173 or 701.371.7152, or visit SteffesGroup.com.

Steffes Group, Inc. | 2000 Main Avenue East, West Fargo, ND | 701.237.9173 | SteffesGroup.com

7

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 guaranties 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 WEDNESDAY, JUNE 12 AND WILL END AT 1PM WEDNESDAY, JUNE 19. 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: Friday, August 2, 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

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.

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.

THIS IS A 5% BUYER'S PREMIUM AUCTION. FIVE PERCENT WILL BE ADDED TO THE FINAL BID TO ARRIVE AT THE CONTRACT SALE PRICE

### 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 unless otherwise agreed to in writing and agreeable by buyer and seller.

#### MINERAL RIGHTS

All mineral rights, if any, held by Seller will be transferred upon closing. However, the Seller does not warrant the amount or adequacy of the mineral rights.

#### **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.

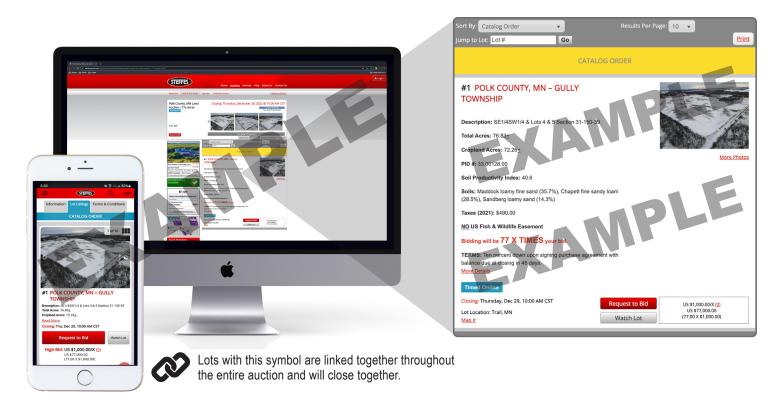
#### THE BIDDING STRATEGY

- 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.

## Timed Online Bidding Process

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!



## **JUNE 2024**

S	M	Т	W	TH	F	S	
						1	
2	3	4	<b>5</b> OPENS	6	<b>7</b> PREVIEW	8	
9	10	11	<b>12</b> CLOSES	13	14	15	
16	17	18	19	20	21	22	
<sup>23</sup> / <sub>30</sub>	24	25	26	27	28	29	

**CLAY COUNTY - HAWLEY, MN** 

Facility Address: 515 Main Street, Hawley, MN 56065

Description: Lots 2 & 3, Block 3 Burlington Park Subdivision Section 1-139-45

PID #'s: 56.065.0260 & 56.065.0250

105'X54' BUILDING DETAILS: concrete floor, 26'6"X15'8" east sliding door, 14'4"x15'8" north sliding door, power, water

Taxes (2024): \$3,356.00



<sup>\*</sup>Lines are approximate

CLAY COUNTY AUDITOR-TREASURER
3510 12TH AVE SOUTH
P.O. BOX 280
TY MOORHEAD, MN 56561-0280
218-299-5011 - www.claycountymn.gov

Bill #: 1140553

**Owner Name: WEST CENTRAL AG SERVICES** 

Property ID Number: 56.065.0250

Property Description:Acres: 0 SubdivisionName BURLINGTON PARK Lot 002 Block 003 SubdivisionCd 56065

### Property Address:

2	2024 Property	ıax Stater	nent		
	VALUES AND	CLASSIFICATION			
	Taxes Payable Year:	2023	2024		
	Estimated Market Value:	1,300	1,300		
	Homestead Exclusion:	0	0		
Step	Taxable Market Value:	1,300	1,300		
1	New Improvements / Expired Exclusions:				
	Property Classification:	Comm/Ind	Comm/Ind		
		Sent in March 2023			
Ston	PROP	PROPOSED TAX			
Step	<b>P</b> 28.00				
2					
	PROPERTY	TAX STATEMENT			
Step	First half taxes due 05/15/2024	116.00			
3	Second half taxes due 10/15/2	116.00			
5	Total Taxes Due in 2024:		232.00		
ተ	You may I	oe eligible for one or even	two refunds to		

\$\$\$ REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply

Taxes Payable Year	2023	2024
Use this amount on Form M1PR to see if you are eligible for a property tax refund.  File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.		0.00
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.	0.00	
Property Tax and Credits		
3. Property taxes before credits	29.72	27.72
4. Credits that reduce property taxes:  A. Agricultural Market Value Credits	0.00	0.00
B. Other Credits	0.00	0.00
5. Property taxes after credits	29.72	27.72
Property Tax by Jurisdiction		
6. County COUNTY	9.17	8.69
7. City or Town CITY OF HAWLEY	8.09	7.14
8. State General Tax	0.00	0.00
9. School District SCHOOL DISTRICT 150 A. School District Other	3.56	4.12
B. School District Voter Approved	8.55	7.37
10. Special Taxing Districts  A. Special Taxing Districts	0.35	0.40
B. TIF	0.00	0.00
11. Non-school voter approved referenda levies	0.00	0.00
12. Total property tax before special assessments	29.72	27.72
Special Assessments on Your Property		
13. Special assessments Int: 10.07 Principal: 194.21 SEWER & WA S-560730 204.28	204.28	204.28
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	234.00	232.00





CLAY COUNTY AUDITOR-TREASURER
3510 12TH AVE SOUTH
P.O. BOX 280
T.Y. MOORHEAD, MN 56561-0280
218-299-5011 - www.claycountymn.gov

Bill #: 1140356

**Owner Name: WEST CENTRAL AG SERVICES** 

Property ID Number: 56.065.0260

Property Description:Acres: 0 SubdivisionName BURLINGTON PARK Lot 003 Block 003 SubdivisionCd 56065

Property MAIN ST

Address: HAWLEY, MN 56549

VALUES AND axes Payable Year: Estimated Market Value:	CLASSIFICATION 2023	2024	
	2023	2024	
Estimated Market Value:		2024	
	82,200	82,200	
Homestead Exclusion:	0	0	
Taxable Market Value:	82,200	82,200	
New Improvements / Expired Exclusions:			
Property Classification:	Comm/Ind	Comm/Ind	
Sent in March 2023			
PROPOSED TAX			
1,7	764.00		
PROPERTY T	TAX STATEMENT		
First half taxes due 05/15/2024	:	1,562.00	
Second half taxes due 10/15/20	024:	1,562.00	
Total Taxes Due in 2024:		3,124.00	
	Homestead Exclusion: Taxable Market Value: New Improvements / Expired Exclusions: Property Classification:  PROPC 1,7  PROPERTY First half taxes due 05/15/2024 Second half taxes due 10/15/20 Total Taxes Due in 2024:	Homestead Exclusion: 0 Taxable Market Value: 82,200 New Improvements / Expired Exclusions: Property Classification: Comm/Ind  Sent in March 2023  PROPOSED TAX 1,764.00  PROPERTY TAX STATEMENT  First half taxes due 05/15/2024: Second half taxes due 10/15/2024:	

\$\$\$ REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply

Taxes Payable Year  1. Use this amount on Form M1PR to see if you File by August 15. If this box is checked, you can be seen a second of the see if you can be seen as a second of the see if you can be seen as a second of the second	owe delinquent taxes and are not eligible.	2023	<b>2024</b> 0.00
•	od are engine for a special fertilia.	0.00	
Property Tax and Credits 3. Property taxes before credits		1,889.13	1,737.13
4. Credits that reduce property taxes:	A. Agricultural Market Value Credits	0.00	0.00
1. Ground that rouged property taxes.	B. Other Credits	0.00	0.00
5. Property taxes after credits	2. 3 3.3	1,889.13	1,737.13
Property Tax by Jurisdiction		•	ŕ
6. County COUNTY		619.29	560.87
7. City or Town CITY OF HAWLEY		498.74	440.35
8. State General Tax		0.00	0.00
9. School District SCHOOL DISTRICT 150	A. School District Other	222.76	257.01
	B. School District Voter Approved	526.87	454.12
10. Special Taxing Districts	A. Special Taxing Districts	21.47	24.78
	B. TIF	0.00	0.00
11. Non-school voter approved referenda levies		0.00	0.00
12. Total property tax before special assessment	ts	1,889.13	1,737.13
Special Assessments on Your Property			
SEWER & WA S-560730 1086	pal: 1,333.29 5.87 J.00	1,386.87	1,386.87
14. YOUR TOTAL PROPERTY TAX AND SPEC	CIAL ASSESSMENTS	3,276.00	3,124.00





#### 7

SteffesGroup.com

## Earnest Money Receipt & Purchase Agreement

			D	ate:
Re	ceived of			
	nose address is			
SS	#Phone #	the sum of	in the form of	as earnest money
	d in part payment of the purchase of real estate sold b			ac cameet meney
Th	is property the undersigned has this day sold to the B	UYER for the sum of		\$
	rnest money hereinafter receipted for			
	lance to be paid as follows In Cash at Closing			
	Said deposit to be placed in the Steffes Group, Inc. T BUYER acknowledges purchase of the real estate su agrees to close as provided herein and therein. BUYI deposit approximating SELLER'S damages upon BU'that failure to close as provided in the above reference addition to SELLER'S other remedies.	rust Account until closing, BUYERS defau bject to Terms and Conditions of this cont ER acknowledges and agrees that the amo YERS breach; that SELLER'S actual dama	It, or otherwise as agreed in writing by B tract, subject to the Terms and Condition ount of deposit is reasonable; that the pa ges upon BUYER'S breach may be diffic	UYER and SELLER. By this deposi s of the Buyer's Prospectus, and rties have endeavored to fix a ult or impossible to ascertain;
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 premiu 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, easement 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 so 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 shall be assessed against the property subsequent to		oncerning the amount of real estate taxes	or special assessments, which
5.	Minnesota Taxes: SELLER agrees to pay	of the real estate taxes and in of the real state taxes and in are Homestead,	d installments and special assessments	due and payable in
	State Deed Tax.			
	North Dakota Taxes:			
	South Dakota Taxes:			
8.	The property is to be conveyed by	deed, free and clear of all encumbra	nces except special assessments, existi	ng tenancies, easements,
9.	Closing of the sale is to be on or beforeclosing.			Possession will be at
10.	This property is sold AS IS, WHERE IS, WITH ALL FA to water quality, seepage, septic and sewer operation conditions that may affect the usability or value of the	and condition, radon gas, asbestos, pres		
11.	The contract, together with the Terms and Conditions representations, agreements, or understanding not s conflict with or are inconsistent with the Buyer's Pro	et forth herein, whether made by agent or	party hereto. This contract shall control	
12.	Other conditions: Subject to easements, reservations agent DO NOT MAKE ANY REPRESENTATIONS OR A			
13.	. Any other conditions:			
14.	. Steffes Group, Inc. stipulates they represent the SEL	LER in this transaction.		
Bu	yer:		Seller:	
Ste	effes Group, Inc.		Seller's Printed Name & Address:	



SteffesGroup.com | 701.237.9173 | 2000 Main Avenue East, West Fargo, ND 58078