

## Opening: Thursday, September 12 | 8 AM Closing: Thursday, September 19 | 1 PM 2024

From the intersection of main street & 24th Ave. SW on the south side of Watford City, west 1/2 mile to the northeast corner of the property.

TIMED

ONI INF

Auctioneer's Note: Steffes Group in collaboration with CBRE is pleased to offer this 40± acre diverse tract of commercial property on the south side of Watford City North Dakota. Existing manufactured homes provide for rental income potential, and the total acreage provides opportunity for additional development near a business and lodging hub in the heat of the Bakken Oil Formation. Whether you are looking for immediate housing needs for your team of workers or looking to expand your investment portfolio this is sure to be a great opportunity.





**Amber Hills-Watford City LLC** Contact Martin Peterson at Steffes Group, (320) 905-5325; Chance Lindsey and Kyle Federer (701) 660-3500 at CBRE; or visit SteffesGroup.com.

Steffes Group, Inc. | 14083 51st Street Northwest, Williston, ND 58801 | (701) 237-9173 | SteffesGroup.com Scott Steffes ND1634; Martin Peterson ND11034. TERMS: 10% down upon signing purchase agreement with balance due at closing in 45 days.

### Terms & Conditions

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

AL 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, SEPTEMBER 12 AND WILL END AT 1 PM THURSDAY, SEPTEMBER 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: **Tuesday, November 5, 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**

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.

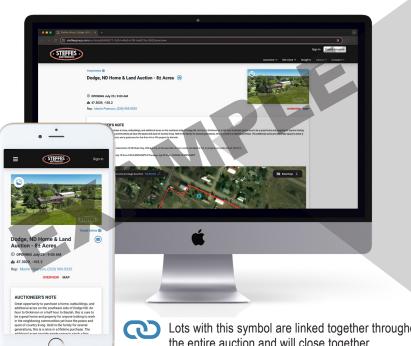
• Make your bids promptly to force other bidders up or out without delay.



#### Timed Online Bidding Process 3

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.

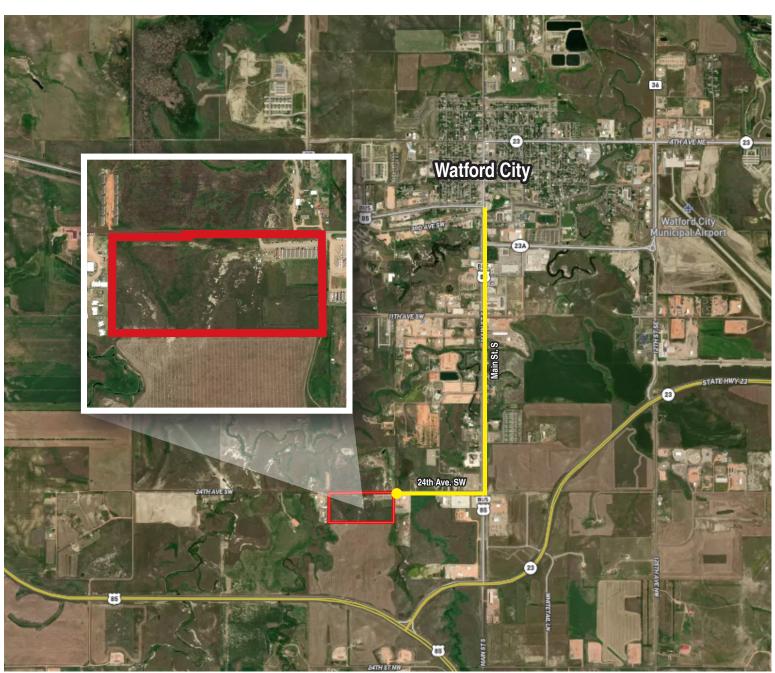
# SEPTEMBER 2024

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

## 4 Aerial Map

#### WATFORD CITY, ND - MCKENZIE COUNTY

Land Located: from the intersection of main street & 24th Ave. SW on the south side of Watford City, west 1/2 mile to the northeast corner of the property. Description: 40± Acres in Section 36-150-99 Address: 925 24th Ave. SW, Watford City, ND 58854 Total Acres: 40± Current Zoning: A-2 PID #'s: 11-00-14825 & 11-00-14860 Taxes (2023): \$4,973.00 11 units: (9) large manufactured homes, (1) small manufactured home, (1) pole frame building Units 6, 9 & 10 condition unknown, unit 10 missing keys Please Note: All personal property items included Please Note: Property may Qualify for Funding from Bank of North Dakota (BND) and McKenzie County Economic Development.



\*Lines are approximate

#### **2023 MCKENZIE COUNTY REAL ESTATE TAX STATEMENT**

2023 MCKENZIE COUNTY Parcel Number:	<b>REAL EST</b> Jurisdiction	AIE IAX S	IAIEMEN	Statement No: 25596		
Parcel Number: 11-00-14825	UNORG #4 150-	QQ TDEAT		2023 TAX BREAKDOWN		
11 00 14023	010103 #4 100	JJ IDLAL		Net consolidated tax 3,623.6		
	Physical Loca	tion		Plus: Special Assessments		
	925 24TH AVE			Total tax due 3,623.6		
	, , , , , , , , , , , , , , , , , , ,			Less: 5% discount 181.1		
Legal Description				if paid by Feb. 15th		
SECT-36 TWP-150 RANG-099				Amount due by Feb. 15th 3,442.4		
IT #2126 PT NW1/4 25.00 ACRES				Or pay in two installments(with no discount) Payment 1: Pay by Mar. 1st 1,811.8		
25.00 ACRES				Payment 2: Pay by Oct. 15th 1,811.8		
Legislative tax relief				Special Assessments		
(3-year comparison):	2021	2022	2023	Specials Interest		
Legislative tax relief	5,554.64	2,463.16	2,506.03			
=	: 2021	2022	2023			
Tax distribution (3-year comparison)						
True And Full Value Taxable Value	1,496,200	664,640	664,640			
Less: Homestead credit	74,810	33,232	33,232	(Penalty on 1st Installment & Specials		
Disabled Veterans' credit				March 2 3%		
Net Taxable Value	74,810	33,232	33,232	May 1		
= Mill Levy	110.330	108.620	109.040	October 15 12%		
-	110.550		100.040	Penalty on 2nd Installment		
Taxes By District(in dollars):				October 16 6%		
State	74.81	33.23	33.23			
County	1,336.11	583.89	568.27			
City/Twp UNORG #4 150-99 IDEAL						
School MCKENZIE COUNTY #1	5,394.55	2,347.51	2,383.73			
GARRISON	74.81	33.23	33.23			
MCKENZIE RURAL FIRE DIST	374.05	166.16	166.16	FOR ASSISTANCE:		
MCKENZIE SOIL CONSERVATION	112.22	49.85	33.23	Office: McKenzie County Treasurer		
MCKENZIE AMBULANCE DISTRICT	139.15	63.47	73.44	Office. Merchizie oburty freasurer		
4TH UNORG COMMISIONERS DISTF	748.10	332.32	332.32	Phone: 701-444-3616 ext. 3 Email: treas@co.mckenzie.nd.us		
Consolidated Tax	8,253.80	3,609.66	3,623.61	Website: county.mckenziecounty.net		
	.00	.00	.00	-Auditor/Treasurer Department-		
Net consolidated tax	8,253.80	3,609.66	3,623.61			
Net effective tax rate	.55%	.54%	.55%			

Detach here and mail with your payment

#### 2023 McKenzie County Real Estate Tax Statement

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

Parcel Number:	11-00-14825	MP #	6942	Total tax due	3,623.61
Statement Number:	25596	Taxpayer #	6942	Less 5% discount	181.18
				Amount due by Ech 15th	2 4 4 2 4 2

Less 5% discount	181.18
Amount due by Feb. 15th	3,442.43
Or pay in two installments (with no	discount):
Payment 1: Pay by Mar. 1st	1,811.81
Payment 2: Pay by Oct. 15th	1,811.80

#### CTATE TAV CTATEMENIT

2023 MCKENZIE COUNTY	REAL EST	ATE TAX S	TATEMEN	T Statement No:	25599	
Parcel Number: Jurisdiction						
11-00-14860	UNORG #4 150-	99 IDEAL		2023 TAX BREAKDOWN Net consolidated tax 1,349.39		
	Physical Locat	tion		Plus: Special Assessments	1 240 20	
				Total tax due Less: 5% discount	1,349.39 67.46	
Legal Description				if paid by Feb. 15th	07.40	
SECT-36 TWP-150 RANG-099				Amount due by Feb. 15th	1,281.93	
IT# 2672 PT N1/2NW1/4 (PT IT 2182)				Or pay in two installments(with no discount)	· · ·	
15.00 ACRES				Payment 1: Pay by Mar. 1st	674.70	
				Payment 2: Pay by Oct. 15th	674.69	
Legislative tax relief	0004	0000		Special Assessments Specials Interest	.00	
(3-year comparison):	2021	2022	2023	Specials interest	.00	
Legislative tax relief	1,095.19	917.24	933.20			
=						
Tax distribution(3-year comparison)	: 2021	2022	2023			
True And Full Value	295,000	247,500	247,500			
Taxable Value	14,750	12,375	12,375			
Less: Homestead credit				March 2	3%	
Disabled Veterans' credit				May 1	6%	
Net Taxable Value	14,750	12,375	12,375	July 1 9%		
Mill Levy110.330108.6		108.620	109.040	October 15 12% Penalty on 2nd Installment		
Taxes By District(in dollars):				October 16	6%	
State	14.75	12.38	12.38			
County	263.44	217.43	211.61			
City/Twp UNORG #4 150-99 IDEAL						
School MCKENZIE COUNTY #1	1,063.62	874.17	887.66			
GARRISON	14.75	12.38	12.38			
MCKENZIE RURAL FIRE DIST	73.75	61.88	61.88	FOR ASSISTANCE:	acurar	
MCKENZIE SOIL CONSERVATION	22.13	18.56	12.38	Office: McKenzie County Treasur		
MCKENZIE AMBULANCE DISTRICT	27.44	23.64	27.35			
4TH UNORG COMMISIONERS DISTF	147.50	123.75	123.75	Phone: 701-444-3616 ext. 3 Email: treas@co.mckenzie.nd.u	net	
Consolidated Tax	1,627.38	1,344.19	1,349.39	Website: county.mckenziecounty.		
	.00	.00	.00	-Auditor/Treasurer Department		
Net consolidated tax	1,627.38	1,344.19	1,349.39			
net consorruated tax	1,027.00		,			

Detach here and mail with your payment

#### 2023 McKenzie County Real Estate Tax Statement

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

Parcel Number:	11-00-14860	MP #	6942	Total tax due	1,349.39
Statement Number:	25599	Taxpayer #	6942	Less 5% discount	67.46
				Amount due by Feb 15th	1 201 02

IOLAI LAX UUE	2,010.00
Less 5% discount	67.46
Amount due by Feb. 15th	1,281.93
Or pay in two installments (with no	discount):
Payment 1: Pay by Mar. 1st	674.70
Payment 2: Pay by Oct. 15th	674.69











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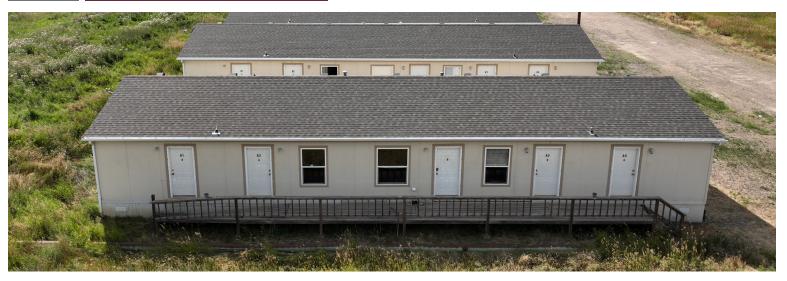








Watford City, ND















SteffesGroup.com

10 Notes	

## 11 Earnest Money Receipt & Purchase Agreement

			I	Date:
	eceived of			
W	/hose address is			
s	S # Phone #	the sum of	in the form of	as earnest money
an	nd in part payment of the purchase of real estate sol	d by Auction and described as follows:		
Th	his property the undersigned has this day sold to th	e BUYER for the sum of		\$
	arnest money hereinafter receipted for			
Ba	alance to be paid as follows In Cash at Closing			\$
1.	Said deposit to be placed in the Steffes Group, Inc BUYER acknowledges purchase of the real estate agrees to close as provided herein and therein. Bl deposit approximating SELLER'S damages upon that failure to close as provided in the above refer addition to SELLER'S other remedies.	subject to Terms and Conditions of this contrac UYER acknowledges and agrees that the amoun BUYERS breach; that SELLER'S actual damage	ct, subject to the Terms and Condition It of deposit is reasonable; that the pa s upon BUYER'S breach may be diffie	ns of the Buyer's Prospectus, and arties have endeavored to fix a cult or impossible to ascertain;
2.	Prior to closing, SELLER at SELLER'S expense ar commitment ("Title Commitment") for issuance to Seller elects to furnish a Title Commitment, Seller for the Title Policy (and Buyer shall pay for 100% of lender's policy and endorsements). Zoning ordina and public roads shall not be deemed objectionab	Buyer of an ALTA Owner's Policy of Title Insura shall pay for 50% of the cost of the premium for of the costs of any endorsements requested by unces, building and use restrictions, reservation	ance ("Title Policy") in the amount of r the Title Policy, and Buyer shall pay Buyer, any costs related to extended	the purchase price. In the event for 50% of the cost of the premium coverage, and the costs of any
3.	If the SELLER'S title is not insurable or free of def SELLER, then said earnest money shall be refund sale is approved by the SELLER and the SELLER' promptly as above set forth, then the SELLER sha Payment shall not constitute an election of remed specific performance. Time is of the essence for a	ed and all rights of the BUYER terminated, exce S title is marketable and the buyer for any reaso all be paid the earnest money so held in escrow ies or prejudice SELLER'S rights to pursue any	pt that BUYER may waive defects an on fails, neglects, or refuses to compl as liquidated damages for such failur and all other remedies against BUYE	d elect to purchase. However, if said ete purchase, and to make payment re to consummate the purchase.
4.	Neither the SELLER nor SELLER'S AGENT make a shall be assessed against the property subsequer		cerning the amount of real estate taxe	s or special assessments, which
5.	Minnesota Taxes: SELLER agrees to pay BUYER agrees to pay SELLER warrants to configure	of the real estate taxes and insta of the real state taxes and i or are Homestead,	nstallments and special assessments	s due and payable in
	State Deed Tax.	are nomestead,	NON-HOMEStead. C	ELLER agrees to pay the minnesota
6.	North Dakota Taxes:			
7.	South Dakota Taxes:			
8.	The property is to be conveyed by reservations and restrictions of record.	deed, free and clear of all encumbranc	es except special assessments, exist	ing tenancies, easements,
9.	Closing of the sale is to be on or before closing.			Possession will be at
10	D. This property is sold AS IS, WHERE IS, WITH ALL to water quality, seepage, septic and sewer operation conditions that may affect the usability or value of	tion and condition, radon gas, asbestos, presen		
11	<ol> <li>The contract, together with the Terms and Conditi representations, agreements, or understanding no conflict with or are inconsistent with the Buyer's F</li> </ol>	ot set forth herein, whether made by agent or pa	rty hereto. This contract shall contro	
12	2. Other conditions: Subject to easements, reservati agent DO NOT MAKE ANY REPRESENTATIONS OF			
13	3. Any other conditions:			
14	4. Steffes Group, Inc. stipulates they represent the S	ELLER in this transaction.		
Bı	uyer:	S	eller:	
St	teffes Group, Inc.		eller's Printed Name & Address:	



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