



buyer's PROSPECTUS

Timed Online Auction

OPENS: Thursday, August 25
CLOSES: Thursday, September 1 2016



5,000± sq. ft.

Foley, MN
Benton County, MN

Property Location
325 Glen St., Foley, MN 56329
on the west side of Foley, MN
adjacent to Hwy. 23.

Commercial Real Estate

Commercial building located on the west side of Foley, MN 15 minutes NE of St. Cloud, MN featuring Hwy. 23 frontage, office space, shop area, and a fenced area.

Arnolds North LLC, Owner

Contact **320.693.9371**
Eric Gabrielson 701.238.2570

24400 MN Hwy 22 South, Litchfield, MN 55355

Ashley Huhn MN47-002, Eric Gabrielson MN47-006, Randy Kath MN47-007, Scott Steffes MN14-51, Max Steffes MN14-031

SteffesGroup.com

TERMS: 10% down upon signing purchase agreement with balance due at closing in 30 days. This is a 5% buyer's premium auction. Interested bidders are required to register online and submit a bank letter of recommendation in order to bid

Terms & Conditions

The Terms and Conditions of Sale are set forth upon this page in this Buyer's Prospectus and the Earnest Money Receipt and 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.

SPECIFIC TERMS FOR ONLINE ONLY AUCTION

This is an online only auction with a buyer's premium.

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.

Bid placed within the last 4 minutes of the auction will extend the auction an additional 4 minutes. Bid extensions continue and auction does not end until there are no bids for 4 minutes.

This property sells for cash with no owner financing. Bidders must have financing secured prior to bidding. The sale of this property IS NOT contingent on the bidder securing financing.

The auction OPENS: Thursday, August 25 and CLOSSES: Thursday, September 1, 2016.

- All bidders must register with SteffesGroup.com as an online bidder to participate in the auction.
- All bidders must register their name, address and telephone number along with a Bank Letter of Recommendation (sample letter included as image in Buyer's Prospectus) This should be faxed to 320.693.9373 in order for your bidding number to be approved.
- 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 purchase price will be required. Those funds will be placed in a Real Estate Trust Account as good faith money until closing.
- The contract signing will take place at Steffes Group, Inc., 24400 MN Hwy S, Litchfield, MN 55355.
- If the winning bidder is unable to come to the Steffes office for signing of the contract, contact Eric Gabrielson 320.693.9371. Arrangements will be made to email or fax a copy of the contract for signature. The buyer would fax the signed copy back to 320.693.9373 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 with cashier's check at closing on or before Friday, September 30, 2016.**

- Closing will take place at a professional closing company agreeable to both buyer and seller.

- Seller will provide up-to-date abstract(s) at their expense and will convey property by Warranty Deed.

- **2016 taxes will be prorated to day of closing.** 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.

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

- 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 minimum bid raise will be \$1,000.00

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

- **THE PROPERTY WILL BE SOLD SUBJECT TO 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 guaranties 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

The property to be sold is subject to any restrictive covenants or easements of record and any results that an accurate survey may show.

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.

Pictometry & Property Description



- **Property Address:** 325 Glen St, Foley, MN 56329
- **PID:** 13.00675.00
- **Lot Size:** 1.28+/- AC or
- **Year Built:** 2005
- **Building Size:** 5,000+/- Sq. Ft.
- **Office Area:** 544 Sq. Ft.
- **O/H Doors:** (1) 10' x 12' & (1) 12' x 12'
- **Utilities & Misc:**
 - Concrete block structure
 - Natural gas infrared heating in shop area
 - Natural gas heat & central air in office area
 - 3 phase power
 - Sprinkler system
 - Hazardous material floor drain
- **Taxes (2016):** \$8,998
- **Zoning:** Commercial B2 Highway Business District

Property

- Large reception area (256+84 sq. ft.)
- (2) Offices 86+/- sq. ft. each
- (1) Large bathroom
- AC & Heat for office area
- (2) 200 amp service panels, 3 ph. Power
- Security system
- Plumbed for air (copper pipe)
- Concrete floors
- Natural gas radiant heat in shop
- Paved parking lot
- Paved/fenced storage area
- City sewer/water/natural gas
- Overhead sprinkler system

Shop

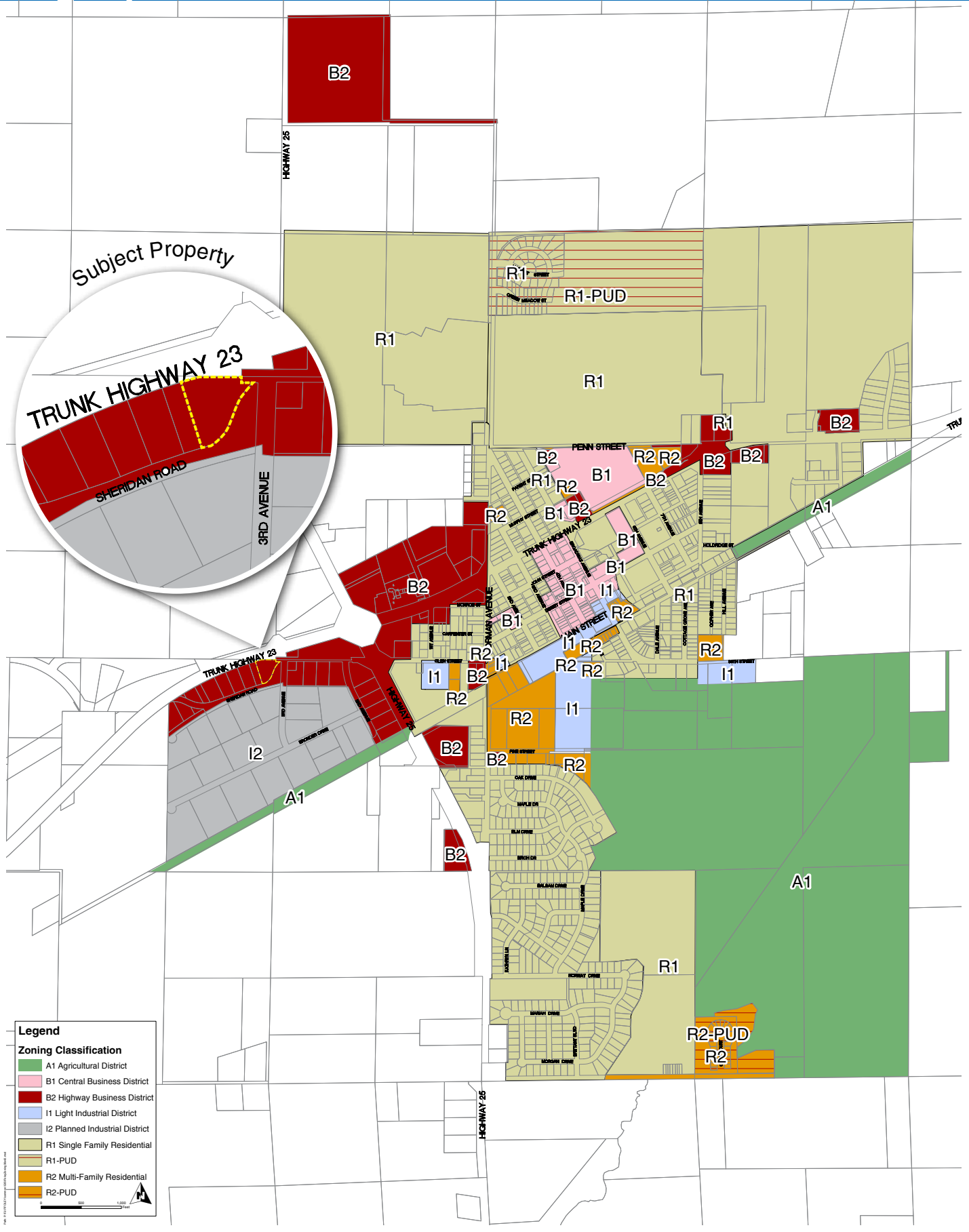
- (2) Overhead doors w/power
 - (1) 10'x10' tall
 - (1) 12'x14' tall
- Fluorescent lighting
- Pallet racking with overhead storage
- 4500+/- sq. ft. fenced storage, 2/3 has asphalt

Office

- Forced air/AC
- Waterfountain cooler



Zoning Map



ZONING MAP FOLEY, MINNESOTA

2016 Tax Statement



KARRI THORSTEN
 BENTON COUNTY AUDITOR-TREASURER
 531 Dewey Street
 P.O. BOX 129
 FOLEY, MN 56329-0129
 320-968-5006
 www.co.benton.mn.us

Property Tax Statement for Taxes Payable in 2016

Save for future reference

Property ID#: R13.00675.00

Taxpayer ID Number: 130669
 ARNOLDS NORTH LLC
 12098 COUNTY RD 150
 KIMBALL MN 55353-9612



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.

Description:

Sect-34 Twp-037 Range-029 FOLEY INDUSTRIAL PARK Lot-005 Block-002 PART OF LOT 5 LYING ELY OF FOLL LINE: COMM AT SW COR OF LOT 5 TH NELY ON S LINE 78.06 FT TO POB TH NWLY TO PT ON N LINE 84.86 FT NELY OF NW

Taxes Payable Year:	2015	2016
Your Property Tax Values & Classification		
Estimated Market Value:	212,800	206,800
Improvements Excluded:		
Homestead Exclusion:		
Taxable Market Value:	212,800	206,800
New Improvements/ Expired Exclusions*:		
Property Classification:	COMM	COMM

- 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.
- Use these amounts on Form M1PR to see if you are eligible for a special refund.

Your Property Tax and Credits

3. Your property taxes before credits	9,374.00	8,748.00
4. Credits that reduce your property taxes		
A. Agricultural market value credit		
B. Other credits		
5. Property taxes after credits	9,374.00	8,748.00

Property Tax by Jurisdiction

6. County	2,475.40	2,271.45
7. City or Town (FOLEY)	2,780.92	2,678.94
8. State General Tax	1,782.45	1,646.98
9. School District (0051)		
A. Voter approved levies	1,897.83	1,776.25
B. Other local levies	437.40	374.38
10. Special Taxing Districts		
A.		
B.		
C.		
D.		
11. Non-school voter approved referenda levies		
12. Total property tax before special assessments	9,374.00	8,748.00

Special Assessments on Your Property

13. Special assessments	Principal \$	250.00	250.00	250.00
SWF 16	SWF16-0	250.00		

14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS **9,624.00** **8,998.00**



Bank Letter of Recommendation

LETTER OF RECOMMENDATION

SAMPLE

Date:
Bidder Name:
Bidder Address:
Bidder Phone Number:

**(Letter of Recommendation
MUST be on bank's letterhead.)**

ATTN: Steffes Group, Inc.

The above referenced party is a customer in good standing with our bank. Together, we have discussed the terms and conditions of the Timed Online Commercial Real Estate Auction in Foley, MN - conducted by Steffes Group, Inc. from Thursday, August 25 to Thursday, September 1, 2016.

We recommend _____ as a potential Buyer and look forward to continuing our relationship with him/her. If you have any questions or concerns, please do not hesitate to call.

Bank Name:
Contact Person:
Phone Number:
Officer Signature:



Earnest Money Receipt & Purchase Agreement



SteffesGroup.com

EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT

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 received 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 shall furnish BUYER an abstract updated to a current date showing good and marketable title. Zoning ordinances, building and use restrictions and reservations in federal patents and state deeds, existing tenancies, easements and public roads shall not be deemed encumbrances or 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. 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.
8. Closing of the sale is to be on or before _____ Possession will be at closing.
9. 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.
10. 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.
11. 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.
- 12: Any other conditions: _____
13. Steffes Group, Inc. stipulates they represent the SELLER in this transaction.

Buyer: _____

Seller: _____

Steffes Group, Inc.

Seller's Printed Name & Address:



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