ISANTI COUNTY
MINNESOTA

OPENS: MONDAY, MAY 11
CLOSES: WEDNESDAY, MAY 20 | 3PM 2020

AUCTION

Timed Online

60 YEARS Since 1960
Built on Trust.

Highest Bidder Over $50,000 will be the New Owner!

6.5± acres
offered in 1 Tract

AUCTIONEER'S NOTE: Highest bidder over $50,000 will be the new owner of the 6.5± acre wooded building site, includes a well & a compliant septic system. Property features a 3-bedroom home, which has incurred extensive fire damage. Numerous old, smaller outbuildings and a 30'x56' pole shed.

STEFFES

Steffes Group, Inc. | 24400 MN Hwy 22 South | Litchfield, MN 55355 | SteffesGroup.com

Contact Steffes Group at 320.693.9371, Eric Gabrielson 701.238.2570 or Shelly Weinzetl 763.300.5055

Eric Gabrielson MN47-006, Shelly Weinzetl MN47-017, Scott Steffes MN14-51. **TERMS:** 10% down upon signing purchase agreement, payable by cash or check. Balance due at closing within 30 days. This is a 5% buyer's premium auction.

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 **"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

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.

The sale of this property IS NOT contingent on the bidder securing financing.

The auction begins at Monday, May 11 and will end at 3PM Wednesday, May 20, 2020. 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 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 contract sale 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, 24400 MN Hwy 22 S, Litchfield, MN 55355
- If the winning bidder is unable to come to the Steffes office for signing of the contract, (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 at closing on or before Monday, June 22, 2020.**

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

- Seller will provide up-to-date abstract(s) or owner's policy at their expense and will convey property by Warranty Deed.
- **2020 Taxes will be prorated to closing 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.
- 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.
- **THIS IS A MINIMUM BID AUCTION. THE PROPERTY WILL BE SOLD TO THE HIGEST BIDDER OVER $50,000.**
- **THERE IS A CURRENT DRIVEWAY EASEMENT ON THE NE CORNER OF THE PROPERTY.**
- **PROPERTY SELLING IN AS-IS CONDITION. THE BUYER WILL BE RESPONSIBLE FOR ALL DEBRIS CLEAN UP.**
- **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.

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

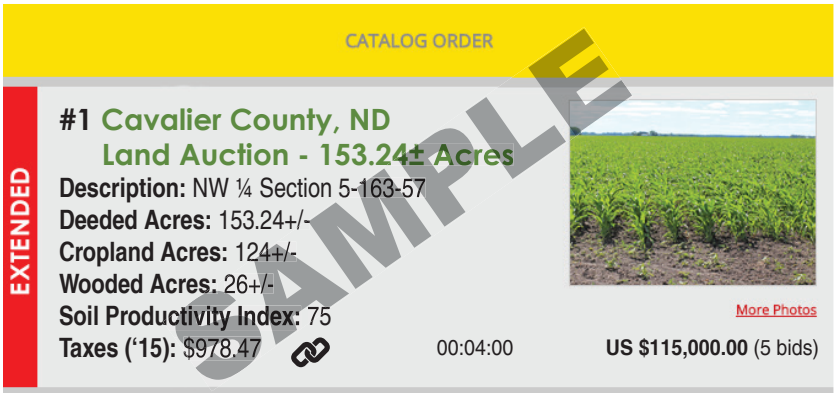
- Always bid on a property toward a price.
- Establish that price before the bidding begins. By doing this you will avoid getting caught up in the auction excitement and pay a price that is too high for the market or one that you cannot afford. It will also make you confident to bid to your established 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.

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. **All bidding will be on a per tract basis. We will not have "per acre" bidding.**



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 his or her highest and best bid. PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!

Location

LAND LOCATED: From Cambridge, MN, 4 miles west on MN 95/1st Ave, .7 miles southwest on 333rd Ave NW continue .5 miles onto Waldo Drive. **33033 Walbo Drive NW, Cambridge, MN 55008.**

Isanti County – 6.5± Acres

Springvale Township / PID #: 10-033-1200 **/ Description:** Sect-33 Twp-036 Range-024 **/ 2020 Taxes:** $1,096
Zoning: 1A-Residential

AUCTIONEER'S NOTE: Highest bidder over $50,000 will be the new owner of the 6.5± acre wooded building site, includes a well & a compliant septic system. Property features a 3-bedroom home, which has incurred extensive fire damage. Numerous old, smaller outbuildings and a 30'x56' pole shed.

Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155-4194

Compliance Inspection Form

Existing Subsurface Sewage Treatment Systems (SSTS)

Doc Type: Compliance and Enforcement

Inspection results based on Minnesota Pollution Control Agency (MPCA) requirements and attached forms – additional local requirements may also apply.

Submit completed form to Local Unit of Government (LUG) and system owner within 15 days

For local tracking purposes:

System Status

System status on date (mm/dd/yyyy): 10/8/2019

☒ **Compliant – Certificate of Compliance**
(Valid for 3 years from report date, unless shorter time frame outlined in Local Ordinance.)

☐ **Noncompliant – Notice of Noncompliance**
(See Upgrade Requirements on page 3.)

Reason(s) for noncompliance *(check all applicable)*

- ☐ Impact on Public Health *(Compliance Component #1) – Imminent threat to public health and safety*
- ☐ Other Compliance Conditions *(Compliance Component #3) – Imminent threat to public health and safety*
- ☐ Tank Integrity *(Compliance Component #2) – Failing to protect groundwater*
- ☐ Other Compliance Conditions *(Compliance Component #3) – Failing to protect groundwater*
- ☐ Soil Separation *(Compliance Component #4) – Failing to protect groundwater*
- ☐ Operating permit/monitoring plan requirements *(Compliance Component #5) – Noncompliant*

Property Information

Parcel ID# or Sec/Twp/Range: 10.033.1200

Property address: 33033 Walbo Dr Cambridge, MN 55008
Reason for inspection: Sale
Property owner: Zoe Syverson
Owner's phone: 612-283-1561
or
Owner's representative:
Representative phone:
Local regulatory authority: Isanti County
Regulatory authority phone: 763-689-5165
Brief system description: Septic tank to lift tank to ingroud pressurized bed

Comments or recommendations:
Pump tanks every 2-3 years

Certification

I hereby certify that all the necessary information has been gathered to determine the compliance status of this system. No determination of future system performance has been nor can be made due to unknown conditions during system construction, possible abuse of the system, inadequate maintenance, or future water usage.

Inspector name: Shannon Boettcher
Certification number: 6624
Business name: Boettcher Excavating & Septic
License number: 2425
Inspector signature:
Phone number: 763-291-6844

Necessary or Locally Required Attachments

☒ Soil boring logs ☐ System/As-built drawing ☐ Forms per local ordinance
☐ Other information (list):

Property address: 33033 Walbo Dr Cambridge, MN 55008 Inspector initials/Date: SB | 10/8/2019 *(mm/dd/yyyy)*

1. Impact on Public Health – Compliance component #1 of 5

Compliance criteria:

System discharges sewage to the ground surface.	☐ Yes ☒ No
System discharges sewage to drain tile or surface waters.	☐ Yes ☒ No
System causes sewage backup into dwelling or establishment.	☐ Yes ☒ No

Any "yes" answer above indicates the system is an imminent threat to public health and safety.

Comments/Explanation:

Verification method(s):

- ☒ Searched for surface outlet
- ☒ Searched for seeping in yard/backup in home
- ☐ Excessive ponding in soil system/D-boxes
- ☐ Homeowner testimony *(See Comments/Explanation)*
- ☐ "Black soil" above soil dispersal system
- ☐ System requires "emergency" pumping
- ☐ Performed dye test
- ☐ Unable to verify *(See Comments/Explanation)*
- ☐ Other methods not listed *(See Comments/Explanation)*

2. Tank Integrity – Compliance component #2 of 5

Compliance criteria:

System consists of a seepage pit, cesspool, drywell, or leaching pit. *Seepage pits meeting 7080.2550 may be compliant if allowed in local ordinance.*	☐ Yes ☒ No
Sewage tank(s) leak below their designed operating depth. If yes, which sewage tank(s) leaks:	☐ Yes ☒ No

Any "yes" answer above indicates the system is failing to protect groundwater.

Comments/Explanation:
Tank pumped 10/8/2019

Verification method(s):

- ☐ Probed tank(s) bottom
- ☐ Examined construction records
- ☐ Examined Tank Integrity Form *(Attach)*
- ☐ Observed liquid level below operating depth
- ☒ Examined empty (pumped) tanks(s)
- ☐ Probed outside tank(s) for "black soil"
- ☐ Unable to verify *(See Comments/Explanation)*
- ☐ Other methods not listed *(See Comments/Explanation)*

3. Other Compliance Conditions – Compliance component #3 of 5

a. Maintenance hole covers are damaged, cracked, unsecured, or appear to be structurally unsound. ☐ Yes* ☒ No ☐ Unknown

b. Other issues *(electrical hazards, etc.)* to immediately and adversely impact public health or safety. ☐ Yes* ☒ No ☐ Unknown
System is an imminent threat to public health and safety.

Explain:

c. System is non-protective of ground water for other conditions as determined by inspector . ☐ Yes* ☒ No
System is failing to protect groundwater.

Explain:

Property address: 33033 Walbo Dr Cambridge, MN 55008 Inspector initials/Date: SB | 10/8/2019 (mm/dd/yyyy)

4. Soil Separation – Compliance component #4 of 5

Date of installation: _____ (mm/dd/yyyy) ☒ Unknown

Shoreland/Wellhead protection/Food beverage lodging? ☐ Yes ☒ No

Compliance criteria:

For systems built prior to April 1, 1996, and not located in Shoreland or Wellhead Protection Area or not serving a food, beverage or lodging establishment: Drainfield has at least a two-foot vertical separation distance from periodically saturated soil or bedrock.	☐ Yes ☐ No
Non-performance systems built April 1, 1996, or later or for non-performance systems located in Shoreland or Wellhead Protection Areas or serving a food, beverage, or lodging establishment: Drainfield has a three-foot vertical separation distance from periodically saturated soil or bedrock.*	☒ Yes ☐ No
"Experimental", "Other", or "Performance" systems built under pre-2008 Rules; Type IV or V systems built under 2008 Rules (7080. 2350 or 7080.2400 (Advanced Inspector License required) Drainfield meets the designed vertical separation distance from periodically saturated soil or bedrock.	☐ Yes ☐ No

Any "no" answer above indicates the system is failing to protect groundwater.

Verification method(s):

Soil observation does not expire. Previous soil observations by two independent parties are sufficient, unless site conditions have been altered or local requirements differ.

- ☒ Conducted soil observation(s) *(Attach boring logs)*
- ☐ Two previous verifications (Attach boring logs)
- ☐ Not applicable *(Holding tank(s), no drainfield)*
- ☐ Unable to verify *(See Comments/Explanation)*
- ☐ Other *(See Comments/Explanation)*

Comments/Explanation:

elevation difference 10" lower at boring location

0"-6" 10YR 3/3 sandy loam

6"-48" 10YR 4/4 fine sand

Redox @44"

Indicate depths or elevations

A. Bottom of distribution media	18"
B. Periodically saturated soil/bedrock	54"
C. System separation	36"
D. Required compliance separation*	36"

*May be reduced up to 15 percent if allowed by Local Ordinance.

5. Operating Permit and Nitrogen BMP* – Compliance component #5 of 5 ☒ Not applicable

Is the system operated under an Operating Permit? ☐ Yes ☐ No **If "yes", A below is required**

Is the system required to employ a Nitrogen BMP? ☐ Yes ☐ No **If "yes", B below is required**

BMP = Best Management Practice(s) specified in the system design

If the answer to both questions is "no", this section does not need to be completed.

Compliance criteria

a. Operating Permit number: _____ Have the Operating Permit requirements been met?	☐ Yes ☐ No
b. Is the required nitrogen BMP in place and properly functioning?	☐ Yes ☐ No

Any "no" answer indicates Noncompliance.

Upgrade Requirements *(Minn. Stat. § 115.55) An imminent threat to public health and safety (ITPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance. If the system is failing to protect ground water, the system must be upgraded, replaced, or its use discontinued within the time required by local ordinance. If an existing system is not failing as defined in law, and has at least two feet of design soil separation, then the system need not be upgraded, repaired, replaced, or its use discontinued, notwithstanding any local ordinance that is more strict. This provision does not apply to systems in shoreland areas, Wellhead Protection Areas, or those used in connection with food, beverage, and lodging establishments as defined in law.*

Tax Statement — Isanti County, MN

Parcel Information

Parcel ID	Status	Last Update
10.033.1200	Active	4/22/2020 11:15:18 AM

Current Owner:
SYVERSON BENNET A
731 2ND AVE SW
CAMBRIDGE , MN 55008

SITUS:
33033 WALBO DR NW
CAMBRIDGE MN 55008

Taxing District
SPRNGVALE/911

Legal Description

Section 33 Township 036 Range 024

Tax Detail

Operation	Gross Tax	Credit	Net Tax	Savings
ISANTI COUNTY	$479.33	$0.00	$479.33	$0.00
EC REGIONAL DEVELOP	$1.60	$0.00	$1.60	$0.00
SD 0911 CAMBRIDGE-ISANTI	$372.10	$0.00	$372.10	$0.00
TOWN OF SPRINGVALE	$217.21	$0.00	$217.21	$0.00
Sub Total	**$1,070.24**	**$0.00**	**$1,070.24**	**$0.00**
Bond	**Gross Tax**	**Credit**	**Net Tax**	**Savings**
ISANTI COUNTY	$25.76	$0.00	$25.76	$0.00
Sub Total	**$25.76**	**$0.00**	**$25.76**	**$0.00**
Total Tax	**$1,096.00**	**$0.00**	**$1,096.00**	**$0.00**

Tax Detail Information

Special Assessment information is designated by SP in the Tax Detail information

If you have any questions, please contact us at (763) 689-1644 Monday through Friday, 8:00 AM to 4:30 PM or Email: propertytax@co.isanti.mn.us

Tax Installments

Period	Bill Number	Due Date	Tax Year	Tax	Discount	Penalty/Fee	Interest	Total Due
INST 1	1308743	5/15/2020	2020	$548.00	$0.00	$0.00	$0.00	$548.00
INST 2	1308743	10/15/2020	2020	$548.00	$0.00	$0.00	$0.00	$548.00
			Total Due:	**$1,096.00**	**$0.00**	**$0.00**	**$0.00**	**$1,096.00**

Payment History

No Payment Records Found

30’ x 56’ Pole Shed

Home has extensive fire damage.

EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT

DATE: _____

Received of _____

Whose address is _____

SS# _____ Phone# _____ the sum of _____ in the form of _____

as earnest money deposit 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, BUYER'S 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 the 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 for an owner's policy of title insurance in the amount of the purchase price. Seller shall provide 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. State 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 estate taxes and installments and special assessments due and payable in _____ SELLER warrants taxes for _____ are Homestead, _____ Non-Homestead. SELLER agrees to pay the State Deed Tax.

6. Other fees and taxes shall be paid as set forth in the attached Buyer's Prospectus, except as follows: _____

7. The property is to be conveyed by _____ deed, free and clear of all encumbrances except in 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. Buyer's inspection shall be performed at Buyer's sole cost and expense. Buyer hereby indemnifies Seller for any damage to the property as a result of Buyer's inspections.

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 attached 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:

_____

_____

Steffes Group, Inc.

_____

Seller:

_____

_____

Seller's Printed Name & Address:

_____

_____

SteffesGroup.com

Drafted By:
Saul Ewing Arnstein & Lehr LLP

WIRev0418

STEFFES

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515.432.6000 P | Ames, IA 50010

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