

WATONWAN COUNTY
MINNESOTA

OPENS: WEDNESDAY, NOVEMBER 18 2020
CLOSES: MONDAY, NOVEMBER 30 | 1PM



Built on Trust.

COMMERCIAL REAL ESTATE

AUCTION

Timed Online

SELLING NO MINIMUM / NO RESERVE



Highway 60

Subject Property

Lines Approximate

5±
acres

LAND LOCATED: From St. James, MN, south on County Rd 4/11th St. S, .25 miles east on Heckman Ct. Land is located at the end of the road to the east.



For a detailed Buyer's Prospectus with complete terms and conditions, contact Steffes Group, 320.693.9371, Eric Gabrielson 701.238.2570 or Shelly Weinzettl 763.300.5055

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

TERMS: Ten percent 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. Scott Steffes MN14-51.

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 Wednesday, November 18 and will end at 1PM Monday, November 30, 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 Wednesday, December 30, 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 paid by seller, 2021 paid by buyer.** 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 PROPERTY WILL BE SOLD AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED.**

- **THE PROPERTY WILL BE SOLD ABSOLUTE.**

- **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.

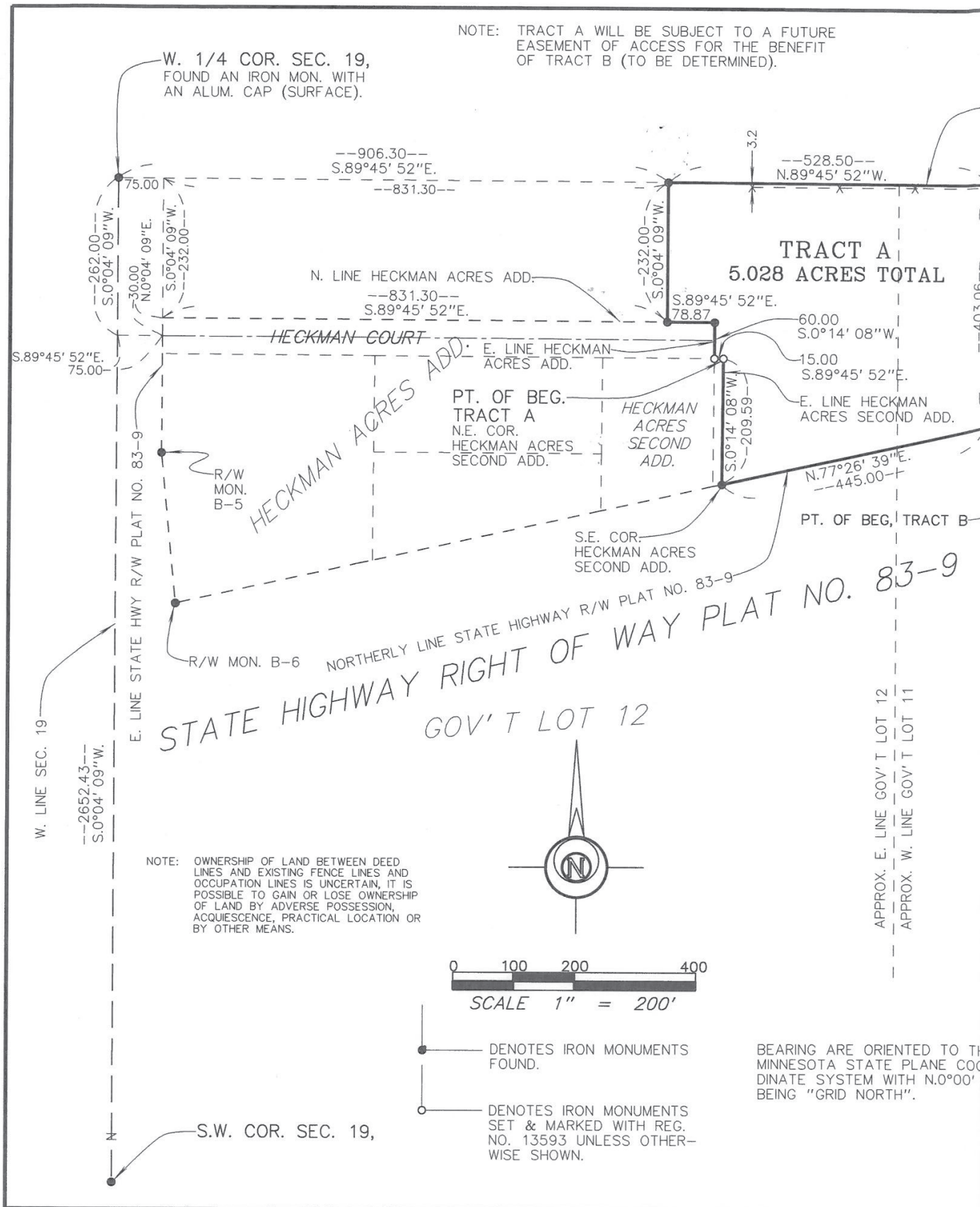
AUCTIONEER'S NOTE: 5± acres of commercial real estate in St. James, MN an excellent location with highway 60 visibility. A prime location west of Mankato, a community experiencing growth/development. Selling No Minimum, No Reserve!

Watonwan County – 5± Acres

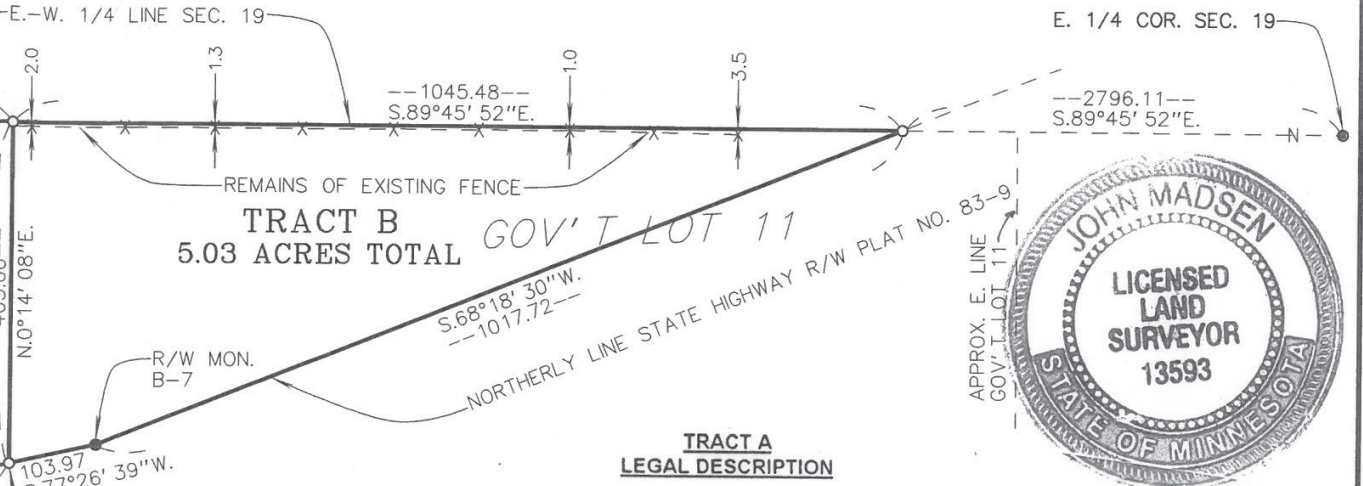
City of St. James / PID #: 20-019-0800 / Description: Sect-19 Twp-106 Range-031 / 2020 Taxes: \$994 / Zoning: Commercial



Survey Tract A



**SURVEY IN GOV'T LOTS 11 & 12 OF SEC. 19,
T. 106 N., R. 31 W., WATONWAN COUNTY, MINNESOTA**



**TRACT A
LEGAL DESCRIPTION**

That part of the Government Lots 11 and 12 of Section 19, Township 106 North, Range 31 West, Watonwan County, Minnesota, described as follows:

Beginning at the Northeast corner of Heckman Acres Second Addition, according to the recorded plat thereof; thence on an assumed bearing of South 0 degrees 14 minutes 08 seconds West, along the east line of said Heckman Acres Second Addition, a distance of 209.59 feet to an iron monument located on the northerly line of State Highway Right Of Way Plat No. 83-9, according to the recorded plat thereof; thence North 77 degrees 26 minutes 39 seconds East, along said northerly line, a distance of 445.00 feet to an iron monument; thence North 0 degrees 14 minutes 08 seconds East, along said northerly line, a distance of 403.06 feet to an iron monument located on the east-west quarter line of said Section 19; thence North 89 degrees 45 minutes 52 seconds West, along said east-west quarter line, a distance of 528.50 feet to an iron monument located 831.30 feet from the east line of said State Highway Right Of Way Plat No. 83-9; thence South 0 degrees 04 minutes 09 seconds West a distance of 232.00 feet to the north line of Heckman Acres Addition, according to the recorded plat thereof; thence South 89 degrees 45 minutes 52 seconds East, along said north line, a distance of 78.87 feet to the Northeast corner of said Heckman Acres Addition; thence South 0 degrees 14 minutes 08 seconds West, along the east line of said Heckman Acres Addition, a distance of 60.00 feet to the north line of said Heckman Acres Second Addition; thence South 89 degrees 45 minutes 52 seconds East, along said north line, a distance of 15.00 feet to the point of beginning, containing 5.028 acres, subject to easements now of record in said county and state.

**TRACT B
LEGAL DESCRIPTION**

That part of Government Lot 11 of Section 19, Township 106 North, Range 31 West, Watonwan County, Minnesota, described as follows:

Commencing at the Northeast corner of Heckman Acres Second Addition, according to the recorded plat thereof; thence on an assumed bearing of South 0 degrees 14 minutes 08 seconds West, along the east line of said Heckman Acres Second Addition, a distance of 209.59 feet to an iron monument located on the northerly line of State Highway Right Of Way Plat No. 83-9, according to the recorded plat thereof; thence on an assumed bearing of North 77 degrees 26 minutes 39 seconds East, along said northerly line, a distance of 445.00 feet to an iron monument, said last described iron monument being the point of beginning of the tract to be described; thence North 0 degrees 14 minutes 08 seconds East a distance of 403.06 feet to an iron monument located on the east-west quarter line of said section; thence South 89 degrees 45 minutes 52 seconds East, along said east-west quarter line, a distance of 1045.48 feet to the northerly line of said State Highway Right Of Way Plat No. 83-9; thence South 68 degrees 18 minutes 30 seconds West, along said northerly line, a distance of 1017.72 feet to Right Of Way Monument B-7; thence South 77 degrees 26 minutes 39 seconds West, along said northerly line, a distance of 103.97 feet to the point of beginning, containing 5.03 acres, subject to easements now of record in said county and state.

I HEREBY CERTIFY THAT THIS PLAN, SURVEY, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

John Madsen

DATE: 7-13-00 REGISTRATION NO. 13593

MAYBERRY REALTY

DRAWN S.S.
CHECK J.M.
SURVEY BY J.M. B.T.

TEL: (507) 235-3780

MADSEN
LAND SURVEYING
INC.

318 EAST BLUE EARTH AVENUE
FAIRMONT, MINNESOTA 56031

DRAWING NUMBER 1
FILE NO. 20098







St. James Community Information

St. James is an expanding community. See website info below.

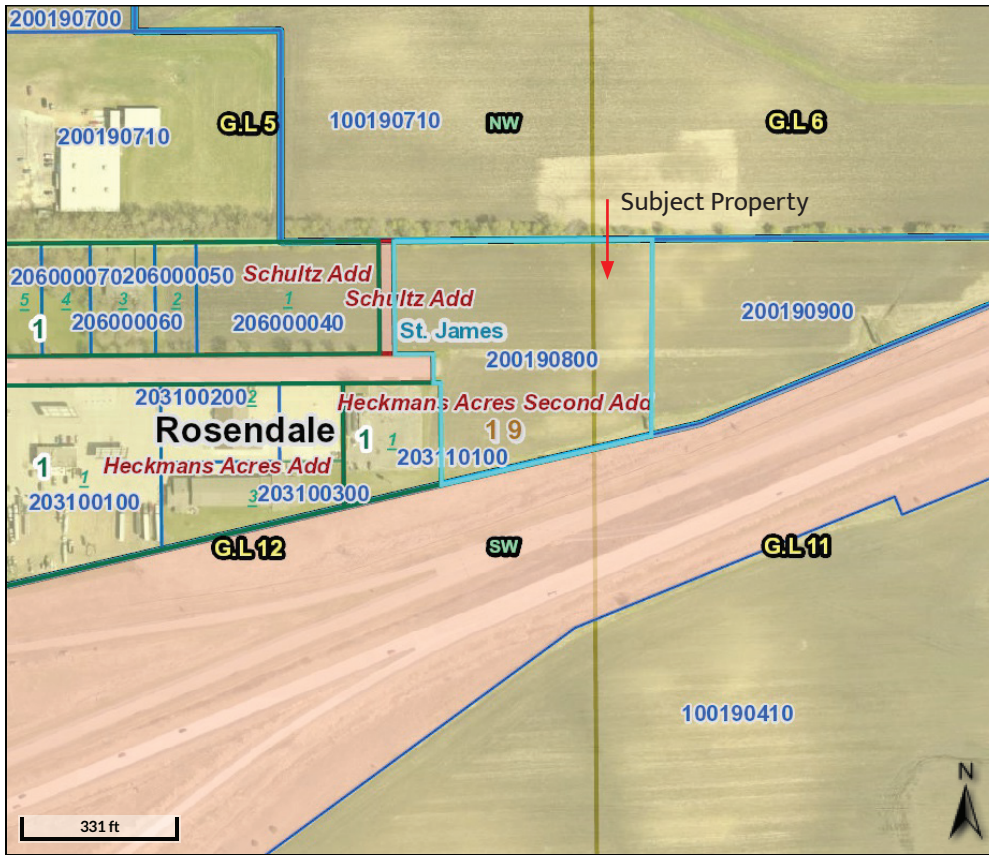
Mayo Clinic Health System St. James opened doors to its new \$22 million facility in November 2007. In 2015-2016 over \$2 million dollars have been invested in the building and continued improvements have been made to the way care is delivered.

In the spring of 2016, Good Samaritan- St. James opened a new Post-Acute Rehabilitation Center that features:

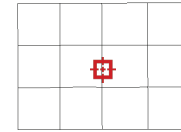
- 8 short-stay private recovery suites with private bathrooms, showers, refrigerator and cable television
- A new therapy gym and private treatment room for in-patient and out-patient physical therapy, occupational therapy and speech therapy
- Remodeled lounge, kitchen and dining area
- In the summer of 2016 the campus also remodeled 23 long-term care resident rooms with new flooring.

Watonwan County invested over 13 million dollars in the St. James area between 2013 & 2017 on County road and bridge projects.





Overview



Legend

- RR_Rights_of_Way
- Political Township
- Parcels
- USPLS Sections
- Corporation Limits
- Subdivisions
- Blocks
- Lots
- Road Rights of Wa
- Qtrr Qtrr Sections
- Government Lots
- Qtrr Sections

Parcel ID	200190800	Alternate ID	n/a	Owner Address	COOL INVESTMENT LLC
Sec/Twp/Rng	19-106-031	Class	233 COMM LAND & BLDGS		4241 WINFIELD SCOTT PLAZA N
Property Address		Acreage	n/a		STE 201
					SCOTTSDALE, AZ 85251
District	ST JAMES C SD#0840				
Brief Tax Description	Sect-19 Twp-106 Range-031 5.028 AC-PT OF GOVT LOTS 11,12 N OF HWY 60				
	<i>(Note: Not to be used on legal documents)</i>				

St. James is an expanding community.



In 2015, Pioneer Bank made a \$200,000 investment by updating the interior and exterior of their facility with:

- A new teller line
- New furniture, flooring, and fixtures
- New breakroom facilities
- An expanded drive-thru



DODA specializes in a wide variety of manure handling equipment, pumps, mixers and field irrigation systems. In the Summer of 2016, DODA USA expanded their facilities in the St. James industrial park. The expansion included:

- New 31,000 square-foot building
- New office space
- Expanded manufacturing and increased efficiency



Tri-County Seed opened doors to a brand new 9,000 square foot facility in the St. James Industrial Park in January of 2016. Tri-County Seed is a full service agronomy business with seed, fertilizer, seed treatment, chemistry, and provides application. The business sells directly to farmers.

KELLY PAULING
 WATONWAN COUNTY AUDITOR-TREASURER
 P.O. BOX 518
 ST. JAMES, MN 56081
 507-375-1213
 www.co.watonwan.mn.us

2020 Property Tax Statement

BILL: 7492

Property ID#: R20.019.0800

Taxpayer:



TAXPAYER ID: 11915
 COOL INVESTMENT LLC
 4241 N WINFIELD SCOTT PLZ STE 201
 SCOTTSDALE AZ 85251-3966



C 18
 S 4598



Description:

Sect-19 Twp-106 Range-031 5.028 AC-PT OF GOVT LOTS 11,12
 N OF HWY 60

Taxes Payable Year:	2019	2020
Estimated Market Value:	36,700	36,700
Improvements Excluded:		
Homestead Exclusion:		
Taxable Market Value:	36,700	36,700
New Improvements/ Expired Exclusions:		
Property Classification:	COMM	COMM

Proposed Tax: \$ 990.00

First-half Taxes: \$497.00
 Second-half Taxes: \$497.00
 Total Taxes Due in 2020: \$994.00

Taxes Payable Year:	2019	2020
1. 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. <input type="checkbox"/>		\$ 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.	\$ 1,014.00	\$ 994.00
4. Credits that reduce your property tax		
A. Agricultural and rural land Credits	0.00	0.00
B. Other Credits	0.00	0.00
5. Property taxes after credits	1,014.00	994.00
Property Tax by Jurisdiction		
6. County WATONWAN COUNTY	\$ 305.83	\$ 296.72
7. City or Town CITY OF ST JAMES	476.31	489.51
8. State General Tax	0.00	0.00
9. School District 0840	112.66	96.94
A. Voter approved levies	115.17	107.01
B. Other local levies	1.00	.93
A. REGION 9		
B. HRA	3.03	2.89
C.	0.00	0.00
D.	0.00	0.00
10. Special Taxing Districts	0.00	0.00
11. Non-school voter approved referenda levies	0.00	0.00
12. Total property tax before special assessments	\$ 1,014.00	\$ 994.00
Special Assessments on Your Property		
13. Special assessments	0.00	0.00
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	\$ 1,014.00	\$ 994.00
	FIRST HALF DUE	MAY 15
	SECOND HALF DUE	OCTOBER 15
		\$ 497.00
		\$ 497.00



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 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, 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 BUYER'S 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 warrant 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:

Seller:

Steffes Group, Inc.

Seller's Printed Name & Address:

SteffesGroup.com

Drafted By:
Saul Ewing Arnstein & Lehr LLP



Highway 60



Subject Property

Watonwan County
MINNESOTA

**CLOSES:
MONDAY,
NOVEMBER 30**

COMMERCIAL REAL ESTATE
AUCTION Timed Online



2000 Main Avenue East
West Fargo, ND 58078
701.237.9173 P | 701.237.0976 F

701.203.8400 P | Grand Forks, ND 58201
701.580.2426 | Watford City, ND 58854

24400 MN Hwy 22 South
Litchfield, MN 55355
320.693.9371 P | 320.693.9373 F

1688 Hwy 9 | Larchwood, IA 51241
712.477.2144 P | 712.477.2577 F

308.217.4508 | Lexington, NE 68850

2245 East Bluegrass Road
Mt. Pleasant, IA 52641
319.385.2000 P | 319.385.4709 F

641.423.1947 | Mason City, IA 50401
515.432.6000 P | Ames, IA 50010

SteffesGroup.com