

ST. LOUIS COUNTY  
MINNESOTA

Opens: Wednesday, June 15 | 8AM

Closes: Wednesday, June 22 | 3PM <sup>CST</sup> 2022

# LAND AUCTION

Timed Online



## 51.87± Acres

Investors, Nature Seekers, and Bird Watchers don't miss an opportunity to bid on and buy this tract of land located just north of the Sax-Zim Bog. The area is a known home of 2,400 species of moth, wildflowers, grass, lichen, and fish just to name a few. The St. Louis River Hiking & Fishing Trail is located 2.5 miles north and east of the property.



From Virginia MN, south 17 miles to the intersection of Hwy. 7 and 27, west 1 mile to Hwy. 788, south 1 mile, the land lies west of the Hwy.

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

**Jerald W. Peterson LLC, Jodi Storley Managing Member**

Contact Max Steffes at Steffes Group, 701.237.9173 or 701.212.2849 or Martin Peterson 320.905.5325 or visit SteffesGroup.com

Scott Steffes MN14-51; Max Steffes MN14-031. TERMS: 10% down upon signing purchase agreement with balance due at closing in 45 days. This is a 5% buyer's premium auction.

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 guarantees 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.

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 begins Wednesday, June 15th, 2022 at 8AM and will end Wednesday, June 22nd, 2022 at 3PM.**

- 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 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, 2000 Main Avenue East, West Fargo ND.
- If the winning bidder is unable to come to the Steffes office for signing of the contract, contact Max Steffes 701.237.9173. Arrangements will be made to email or fax a copy of the contract for signature. The buyer would fax the signed copy back to 701.237.0976 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 in 45 days**

- 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.
- 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
- **2022 Taxes to be prorated to the date of 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.
- **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 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 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**

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

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.

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


CATALOG ORDER

EXTENDED

**#1 Cavalier County, ND**  
**Land Auction - 153.24± Acres**

Description: NW ¼ Section 5-163-57  
 Deeded Acres: 160.00+/-  
 Cropland Acres: 124+/-  
 Wooded Acres: 26+/-  
 Soil Productivity Index: 75  
 Taxes ('15): \$978.47

00:04:00



US \$3,500/X [More Photos](#)  
 US \$560,000.00  
 (160.00 X \$3,500.00)

## This is an AUCTION! To the Highest Bidder.

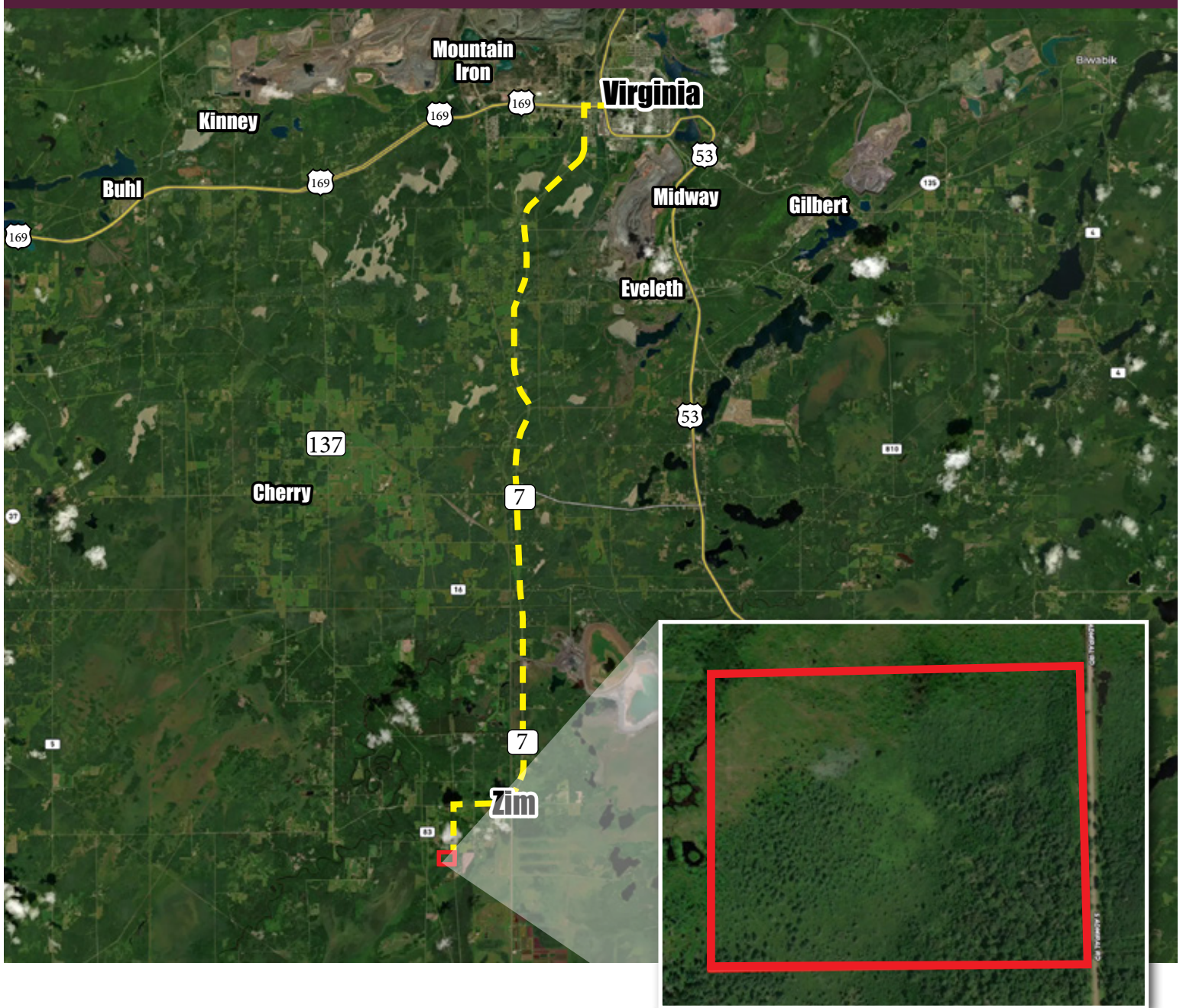
The bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid. **PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!**



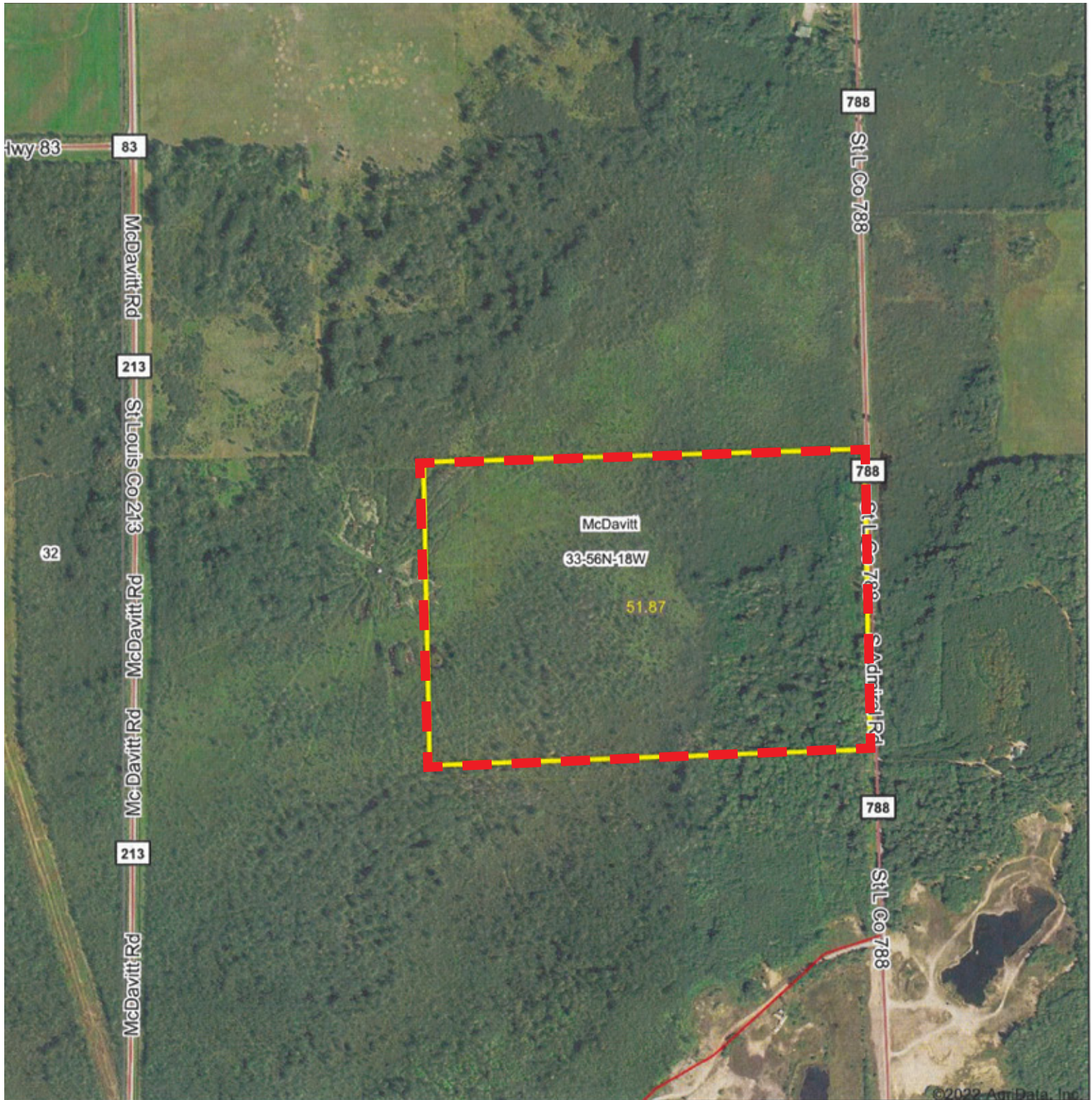
### JUNE 2022

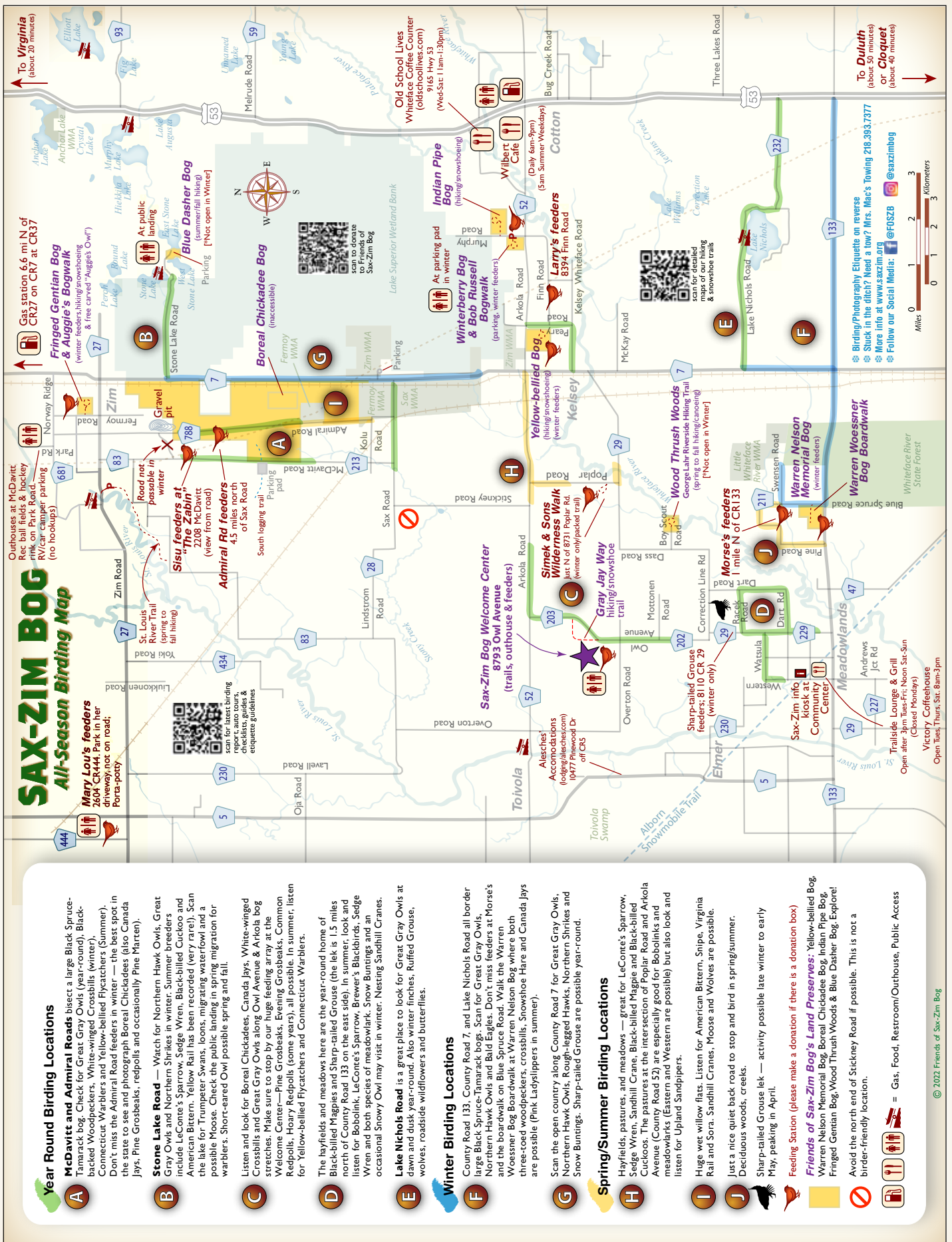
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

From Virginia MN, south 17 miles to the intersection of Hwy. 7 and 27, west 1 mile to Hwy. 788, south 1 mile, the land lies west of the Hwy.



**Description:** NE 1/4 of SW 1/4 & NW 1/4 of SE 1/4 lying W of abandoned GN R R/W Section 33-56-18  
**Total Acres:** 51.58 ± • **Woodland Acres:** 51.58 ± • **PIDs:** 435-0010-06000, 435-0010-06055 • **Taxes (2022):** \$262.00





**Year Round Birding Locations**

- A McDavitt and Admiral Roads** — Check for Great Gray Owls (year-round), Black-backed Woodpeckers, White-winged Crossbills (winter), Connecticut Warblers and Yellow-bellied Flycatchers (summer). Don't miss the Admiral Road feeders in winter — the best spot in the state to see and photograph Boreal Chickadees (also Canada Jays, Pine Grosbeaks, redbills and occasionally Pine Martin).
- B Stone Lake Road** — Watch for Northern Hawk Owls, Great Gray Owls and Northern Shrikes in winter. Summer breeders include LeConte's Sparrow, Sedge Wren, Black-billed Cuckoo and American Bittern. Yellow Rail has been recorded (very rare). Scan the lake for Trumpeter Swans, loons, migrating waterfowl and a possible Moose. Check the public landing in spring migration for warblers. Short-eared Owl possible spring and fall.
- C Listen and look for Boreal Chickadees, Canada Jays, White-winged Crossbills and Great Gray Owls along Owl Avenue & Arkola bog stretches. Make sure to stop by our huge feeding array at the Welcome Center—Pine Grosbeaks, Evening Grosbeaks, Common Redpolls, Hoary Redpolls (some years), all possible. In summer, listen for Yellow-bellied Flycatchers and Connecticut Warblers.**
- D The hayfields and meadows here are the year-round home of Black-billed Magpies and Sharp-tailed Grouse (the lek is 1.5 miles north of County Road 133 on the east side). In summer, look and listen for Bobolink, LeConte's Sparrow, Brewer's Blackbirds, Sedge Wren and both species of meadowlark. Snow Buntings and an occasional Snowy Owl may visit in winter. Nesting Sandhill Cranes.**
- E Lake Nichols Road** is a great place to look for Great Gray Owls at dawn and dusk year-round. Also winter finches, Ruffed Grouse, wolver, roadside wildflowers and butterflies.

**Winter Birding Locations**

- F County Road 133, County Road 7, and Lake Nichols Road** all border large Black Spruce-Tamarack bogs. Scan for Great Gray Owls, Northern Hawk Owls and Bald Eagles. Don't miss feeders at Morse's and the boardwalk on Blue Spruce Road. Walk the Warren Woessner Bog Boardwalk at Warren Nichols Bog where both three-toed woodpeckers, crossbills, Snowshoe Hare and Canada Jays are possible (Pink Ladysippers in summer).
- G Scan the open country along County Road 7 for Great Gray Owls, Northern Hawk Owls, Rough-legged Hawks, Northern Shrikes and Snow Buntings. Sharp-tailed Grouse are possible year-round.**

**Spring/Summer Birding Locations**

- H Hayfields, pastures, and meadows — great for LeConte's Sparrow, Sedge Wren, Sandhill Crane, Black-billed Magpie and Black-billed Cuckoos. The pastures at the intersection of Poplar Road and Arkola Avenue (County Road 52) are especially good for Bobolinks and meadowlarks (Eastern and Western are possible) but also look and listen for Upland Sandpipers.**
- I Huge wet willow flats. Listen for American Bittern, Snipe, Virginia Rail and Sora. Sandhill Cranes, Moose and Wolves are possible.**
- J Just a nice quiet back road to stop and bird in spring/summer. Deciduous woods, creeks.**
- K Sharp-tailed Grouse lek — activity possible late winter to early May, peaking in April.**
- L Feeding Station (please make a donation if there is a donation box)**
- M Friends of Sax-Zim Bog's Land Preserves:** Yellow-bellied Bog, Warren Nelson Memorial Bog, Boreal Chickadee Bog, Indian Pipe Bog, Fringed Gentian Bog, Wood Thrush Woods & Blue Dasher Bog. Explore!

Avoid the north end of Stickney Road if possible. This is not a birder-friendly location.

= Gas, Food, Restroom/Ourhouse, Public Access  
 = Parking  
 = Bike-friendly location  
 = No parking  
 = Gas, Food, Restroom/Ourhouse, Public Access  
 = Bike-friendly location  
 = No parking

NANCY NILSEN  
 ST. LOUIS COUNTY AUDITOR - TREASURER  
 100 N. 5TH AVE. W., ROOM 214  
 DULUTH, MN 55802  
 218-726-2383 EXT. 2  
 WWW.STLOUISCOUNTYMN.GOV

Property ID: 435-0010-06055

Owner: PETERSON JERALD W LLC

Taxpayer(s):

TAXPAYER # 1122990

**Property Description:**

TOWN OF MCDAVITT  
 SEC:33 TWP: 56.0 RG:18 LOT: BLK: ACRES: 11.58  
 NW1/4 OF SE1/4 LYING W OF ABANDONED GN R  
 R/W

# 2022 Property Tax Statement

		VALUES & CLASSIFICATION	
		Taxes Payable Year: 2021	2022
STEP <b>1</b>	Estimated Market Value:	13,200	13,200
	Homestead Exclusion:		
	Taxable Market Value:	13,200	13,200
	New Improvements/ Expired Exclusions: Property Classification:		
		RV NHSTD	RV NHSTD
Sent in March 2021			
STEP <b>2</b>	<b>PROPOSED TAX</b>		
	Proposed Tax:(excluding special assessments) Sent in November 2021		114.00
STEP <b>3</b>	<b>PROPERTY TAX STATEMENT</b>		
	First-half Taxes: May 16		57.00
	Second-half Taxes: October 17		57.00
	<b>Total Taxes Due in 2022:</b>		<b>114.00</b>

**\$\$\$ 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: 2021	2022
1. Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If box is checked, you owe delinquent taxes and are not eligible.	<input type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		
<b>PROPERTY TAX AND CREDITS</b>		
3. Property tax before credits	119.99	121.34
4. Credits that reduce property taxes:		
A. Agricultural and rural land credits	7.99	7.34
B. Taconite tax relief		
C. Other credits		
5. Property tax after credits	112.00	114.00
<b>PROPERTY TAX BY JURISDICTION</b>		
6. County	92.28	93.84
7. City or Town	6.90	6.95
8. State General Tax		
9. School District: A. Voter approved levies	4.90	3.61
2142 B. Other local levies	6.33	7.98
10A. Special taxing district	1.59	1.62
B. Tax increment		
C. Fiscal disparity		
11. Non-school voter approved referenda levies		
12. Total property tax before special assessments	112.00	114.00
<b>SPECIAL ASSESSMENTS</b>		
13A.		
B.		
C.		
14. Total property tax and special assessments	112.00	114.00

ISSUED: 04/07/2022



NANCY NILSEN  
 ST. LOUIS COUNTY AUDITOR - TREASURER  
 100 N. 5TH AVE. W., ROOM 214  
 DULUTH, MN 55802  
 218-726-2383 EXT. 2  
 WWW.STLOUISCOUNTYMN.GOV

Property ID: 435-0010-06000

Owner: PETERSON JERALD W LLC

Taxpayer(s):

TAXPAYER # 1122990

**Property Description:**

TOWN OF MCDAVITT  
 SEC:33 TWP: 56.0 RG:18 LOT: BLK: ACRES: 40.00  
 NE1/4 OF SW1/4

## 2022 Property Tax Statement

		VALUES & CLASSIFICATION	
		Taxes Payable Year: 2021	2022
STEP 1	Estimated Market Value:	17,100	17,100
	Homestead Exclusion: Taxable Market Value:	17,100	17,100
	New Improvements/ Expired Exclusions: Property Classification:		
		RV NHSTD	RV NHSTD
Sent in March 2021			
STEP 2	<b>PROPOSED TAX</b> Proposed Tax:(excluding special assessments) Sent in November 2021		148.00
STEP 3	<b>PROPERTY TAX STATEMENT</b> First-half Taxes: May 16 Second-half Taxes: October 17 Total Taxes Due in 2022:		74.00 74.00 148.00

**\$\$\$**

**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: 2021	2022
1. Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If box is checked, you owe delinquent taxes and are not eligible.		<input type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.			
<b>PROPERTY TAX AND CREDITS</b>			
3. Property tax before credits		156.35	157.51
4. Credits that reduce property taxes:			
A. Agricultural and rural land credits		10.35	9.51
B. Taconite tax relief			
C. Other credits			
5. Property tax after credits		146.00	148.00
<b>PROPERTY TAX BY JURISDICTION</b>			
6. County		120.30	121.82
7. City or Town		8.99	9.03
8. State General Tax			
9. School District: A. Voter approved levies	2142	6.40	4.68
B. Other local levies		8.24	10.36
10A. Special taxing district		2.07	2.11
B. Tax increment			
C. Fiscal disparity			
11. Non-school voter approved referenda levies			
12. Total property tax before special assessments		146.00	148.00
<b>SPECIAL ASSESSMENTS</b>			
13A.			
B.			
C.			
14. Total property tax and special assessments		146.00	148.00

ISSUED: 04/07/2022











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 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. 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. South Dakota Taxes: \_\_\_\_\_

8. 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.

9. Closing of the sale is to be on or before \_\_\_\_\_ Possession will be at closing.

10. 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.

11. 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.

12. 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.

13: Any other conditions: \_\_\_\_\_

14. Steffes Group, Inc. stipulates they represent the SELLER in this transaction.

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

Seller's Printed Name & Address:

Steffes Group, Inc.



# St. Louis County, Minnesota

