

DNB ENERGY SERVICES INC
NORTH DAKOTA

Opens: Tuesday, June 7 | 8AM

Closes: Thursday, June 16 | 2PM ^{CST} 2022

REAL ESTATE AUCTION Timed Online

Ray, North Dakota

Preview: Tuesday, June 7th from 1-4PM

Don't miss your chance to add a new commercial shop space and workforce housing to your business operation. Tract one includes two nice sized lots with a large commercial shop that has four pull through truck bays. Three of the bays are together with a party wall separating them from the fourth. There are endless opportunities for future growth with this parcel. The partially finished office space and in-floor heat throughout the building make this a perfect company headquarter location year-round. Tract two complements tract one by adding a place for potential workforce housing for the business that buys tract one, or anyone else in the area looking to provide housing to their employees.



Tract 1 Location: 7441 Iver St., Ray, ND 58849

Tract 2 Location: 403 Palm St., Ray, ND 58849

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

4DBGHS Investments LLC.

Contact Martin Peterson at Steffes Group, 701.237.9173 or 320.905.5325, Terry Moe 701.580.2426 or visit SteffesGroup.com

Scott Steffes ND81; Max Steffes ND999; Brad Olstad ND319. **TERMS:** 10% down upon signing purchase agreement with balance due at closing in 45 days.

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

This is an online only auction with no 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 begins Tuesday, June 7, 2022 at 8AM and will end Thursday, June 16, 2022 at 2PM.

- 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.
- 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.
- 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.

***Please Note: All equipment, class 5, & scoria pictured inside commercial building and on-site will be sold separately as a part of the DNB Energy Services Inc. Retirement Auction, closing on Tuesday, June 7th at 10AM.**

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 Multi-Tract 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.

CATALOG ORDER

EXTENDED

**#1 Cavalier County, ND
Land Auction - 160± 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

More Photos

US \$115,000.00 (5 bids)

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More Photos

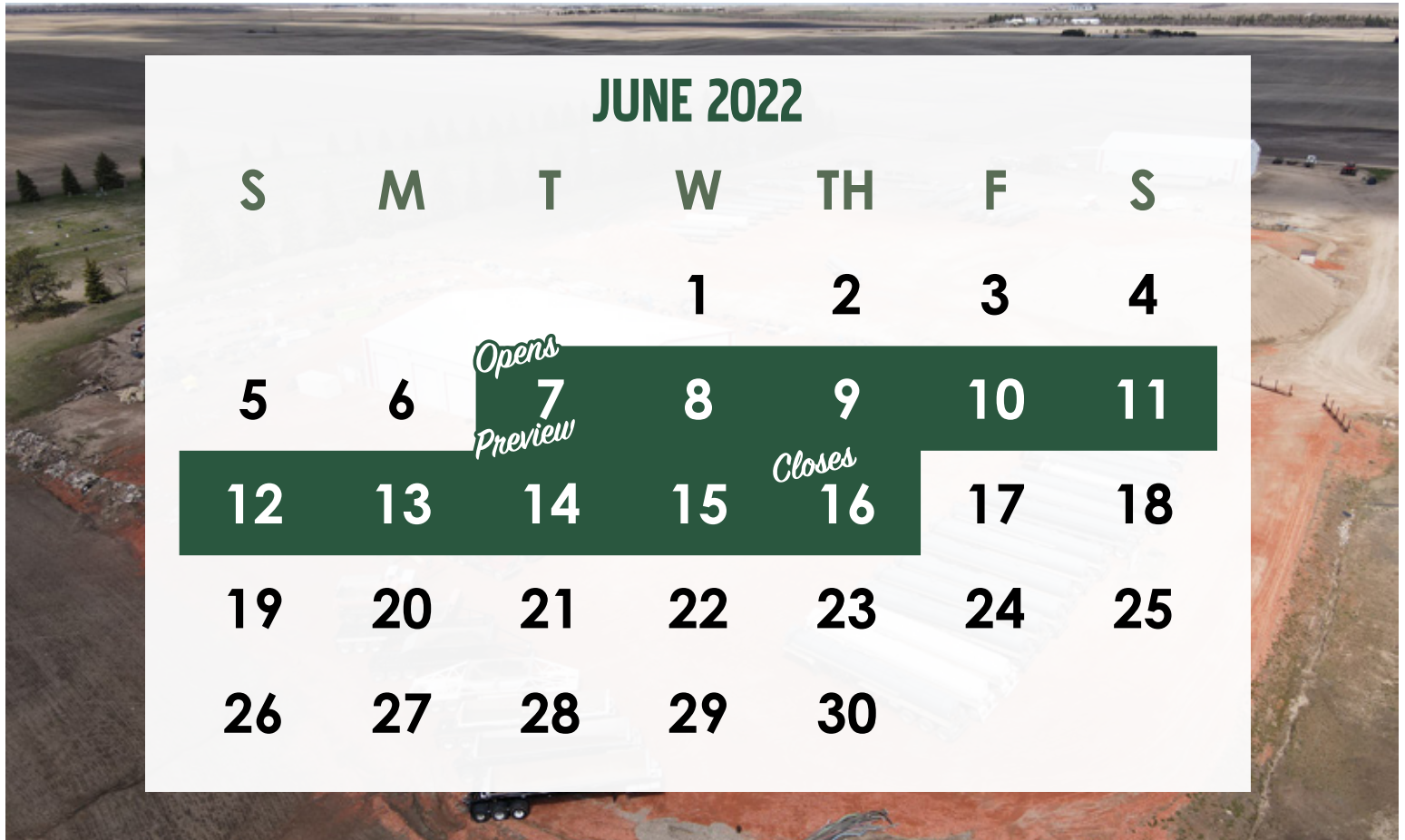
US \$115,000.00 (5 bids)

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!



Lots with this symbol are linked together throughout the entire auction and will close together.







TRACT 1

Description: Lots 4 & 5, Block 1 Kupper Sub All in the city of Ray, ND

Address: 7441 Iver St., Ray, ND 58849

PID #: 23-156-97-09-01-040 & 23-156-97-09-01-050

Taxes (2022): \$7,121.56

Total Acres: 10.19 ±

Sq. ft.: Approx. 443,876

Building: 130'x100' approx. 13,000 sq. ft. Clear span structure insulated throughout roof and walls, (3) pull through truck bays 16' wide O/H doors with liftmaster openers, (1) pull through truck bay separated from other three by party wall (excellent candidate for wash bay), 16' wide O/H doors with liftmaster openers, Sprinkler system, in-floor heat throughout the building, cement apron on east side

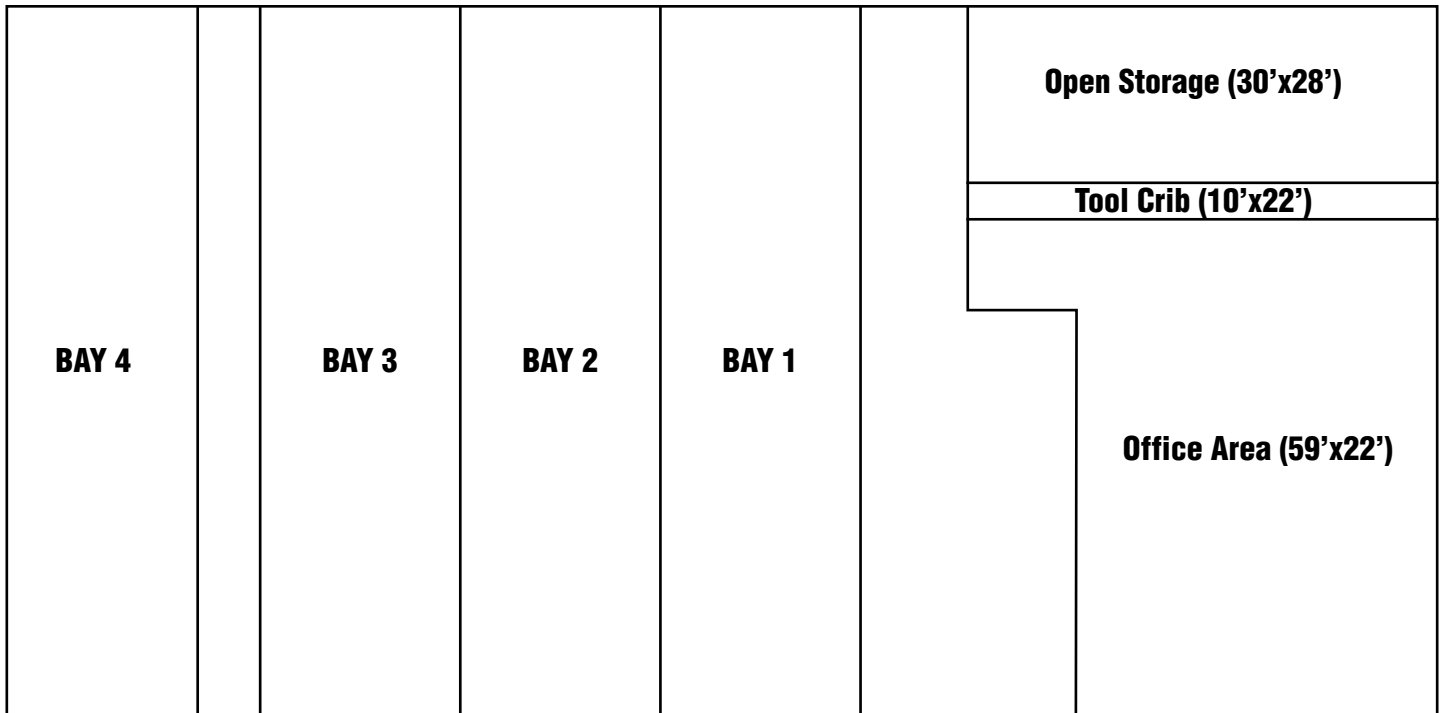
Utilities: Connected to city water, sewer, Mountrail-Williams Coop electricity, and natural gas

Office area : Approx. 1,298 sq. ft.

Lower Level: 2 offices, finished bathroom, partially finished room (storage room), partially finished room (roughed in plumbing for bathroom), partially finished room (conference area)

Upper Level: Partially finished mezzanine, partially finished hallway and room (secondary storage), open room (racked storage) on south end

Tract 1 Shop Drawing (all lines approximate)



TRACT 2

Description: Lot 9, Block 2 Barman RE-ARR All in the city of Ray, ND

Address: 403 Palm St., Ray, ND 58849

PID #: 02-000-00-10-02-035

Taxes (2022): \$704.42

Total Acres: 0.21 ± (149' x 60")

Sq. Ft.: approx. 8,940

Building: 2010 – 16'x 80' Single-Wide Manufactured Home

Utilities: Connected to city water, sewer, Mountrail-Williams Coop electricity, and natural gas.

2021 Williams County Real Estate Tax Statement

Statement No: 17850

Parcel Number
23-156-97-09-01-040

Owner
4DBGHS INVESTMENTS LLC

Jurisdiction
Equality Twp

Physical Location
7441 IVER ST
RAY, ND58849

Legal Description
LOT:4 BLK:1
L 4
B 1
KUPPER SUB

**Legislative tax relief
(3-year comparison)**
Legislative tax relief

	2019	2020	2021
Legislative tax relief	3,274.25	5,215.54	6,334.71

Tax distribution (3-year comparison):

	2019	2020	2021
True and Full Value	478,400	772,500	937,770
Taxable Value	23,920	38,625	46,889
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0

Net Taxable Value	23,920	38,625	46,889
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Total mill levy	152.930	143.800	132.620
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Taxes By District (in dollars):

County	929.78	1,436.48	1,746.60
Equality Twp	430.56	616.46	797.12
Nesson SD #2	2,137.48	3,263.41	3,398.52
Ray Rural Fire District #2	42.34	64.50	72.68
Ray Ambulance	46.40	61.80	76.44
Soil Conservation District	23.68	34.38	33.30
Garrison Diversion	23.92	38.62	46.88
State	23.92	38.62	46.88

Consolidated tax	3,658.08	5,554.27	6,218.42
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Net effective tax rate	0.76%	0.72%	0.66%
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2021 TAX BREAKDOWN

Net consolidated tax	6,218.42
Plus: Special Assessments	0.00
Total tax due	6,218.42
Less: 5% discount, if paid by February 15, 2022	-310.92
Amount due by February 15, 2022	5,907.50

(If your mortgage company pays your property taxes, then this is an informational statement only.)

Or pay in two installments (with no discount)

Payment 1: Pay by March 1, 2022	3,109.21
Payment 2: Pay by October 17, 2022	3,109.21

Penalty on 1st Installment & Specials:

March 2, 2022	3%
May 1, 2022	6%
July 1, 2022	9%
October 15, 2022	12%

Penalty on 2nd Installment:

October 18, 2022	6%
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FOR ASSISTANCE, CONTACT:

Office: Williams County Treasurer
Mailing: PO Box 2047
Physical: 206 E Broadway
Williston, ND 58802

Phone: 701.577.4530

Email: treasurer@co.williams.nd.us

Website: www.williamsnd.com



2021 Williams County Real Estate Tax Statement

Statement No: 17851

Parcel Number
23-156-97-09-01-050

Owner
4DBGHS INVESTMENTS LLC

Jurisdiction
Equality Twp

Physical Location

Legal Description

LOT:5 BLK:1
L 5
B 1
KUPPER SUB

Legislative tax relief
(3-year comparison)

	2019	2020	2021
Legislative tax relief	792.56	919.55	920.03

Tax distribution (3-year comparison):

	2019	2020	2021
True and Full Value	115,800	136,200	136,200
Taxable Value	5,790	6,810	6,810
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0

Net Taxable Value	5,790	6,810	6,810
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Total mill levy	152.930	143.800	132.620
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Taxes By District (in dollars):

County	225.04	253.28	253.66
Equality Twp	104.22	108.68	115.76
Nesson SD #2	517.38	575.38	493.58
Ray Rural Fire District #2	10.24	11.38	10.56
Ray Ambulance	11.24	10.90	11.10
Soil Conservation District	5.74	6.06	4.84
Garrison Diversion	5.80	6.80	6.82
State	5.80	6.80	6.82

Consolidated tax	885.46	979.28	903.14
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Net effective tax rate	0.76%	0.72%	0.66%
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2021 TAX BREAKDOWN

Net consolidated tax	903.14
Plus: Special Assessments	0.00

Total tax due	903.14
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Less: 5% discount, if paid by February 15, 2022	-45.16
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Amount due by February 15, 2022	857.98
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(If your mortgage company pays your property taxes, then this is an informational statement only.)

Or pay in two installments (with no discount)

Payment 1: Pay by March 1, 2022	451.57
Payment 2: Pay by October 17, 2022	451.57

Penalty on 1st Installment & Specials:

March 2, 2022	3%
May 1, 2022	6%
July 1, 2022	9%
October 15, 2022	12%

Penalty on 2nd Installment:

October 18, 2022	6%
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Williston, ND 58802

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Website: www.williamsnd.com



2021 Williams County Real Estate Tax Statement

Statement No: 11259

Parcel Number
02-000-00-10-02-035

Jurisdiction
Ray City

Owner
4DBGHS INVESTMENTS LLC

Physical Location
403 PALM ST
RAY, ND58849

Legal Description
LOT:9 BLK:2
L 9
B 2
BARMAN RE-ARR

**Legislative tax relief
(3-year comparison)**
Legislative tax relief

2019	2020	2021
0.00	51.99	425.17

Tax distribution (3-year comparison):

	2019	2020	2021
True and Full Value		7,700	69,940
Taxable Value	0	385	3,147
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0

Net Taxable Value	0	385	3,147
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Total mill levy	260.710	245.330	223.840
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Taxes By District (in dollars):

County	0.00	14.35	117.22
Ray City	0.00	40.54	306.24
Ray Park District #2	0.00	4.68	34.34
Nesson SD #2	0.00	32.52	228.10
Ray Rural Fire District #2	0.00	0.64	4.88
Ray Ambulance	0.00	0.62	5.12
Soil Conservation District	0.00	0.34	2.24
Garrison Diversion	0.00	0.38	3.14
State	0.00	0.38	3.14

Consolidated tax	0.00	94.45	704.42
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Net effective tax rate	0.00%	1.23%	1.01%
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2021 TAX BREAKDOWN

Net consolidated tax	704.42
Plus: Special Assessments	0.00

Total tax due	704.42
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Less: 5% discount, if paid by February 15, 2022	-35.22
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Amount due by February 15, 2022	669.20
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(If your mortgage company pays your property taxes, then this is an informational statement only.)

Or pay in two installments (with no discount)

Payment 1: Pay by March 1, 2022	352.21
Payment 2: Pay by October 17, 2022	352.21

Penalty on 1st Installment & Specials:

March 2, 2022	3%
May 1, 2022	6%
July 1, 2022	9%
October 15, 2022	12%

Penalty on 2nd Installment:

October 18, 2022	6%
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FOR ASSISTANCE, CONTACT:

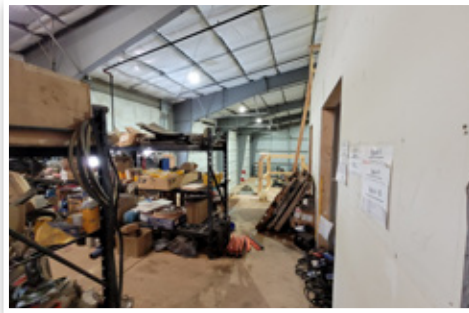
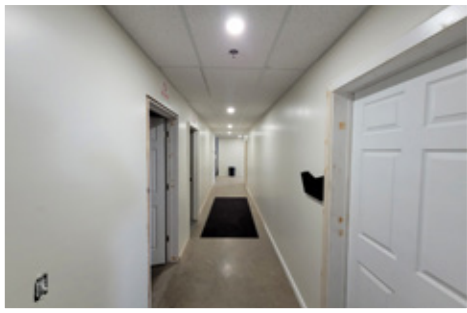
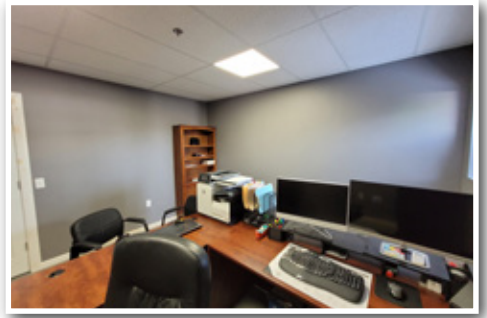
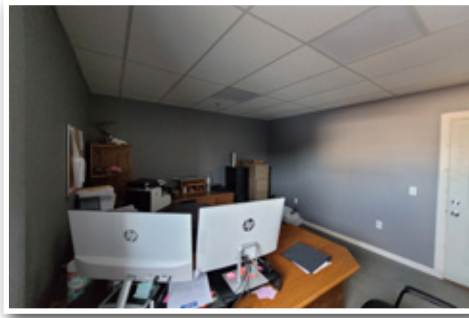
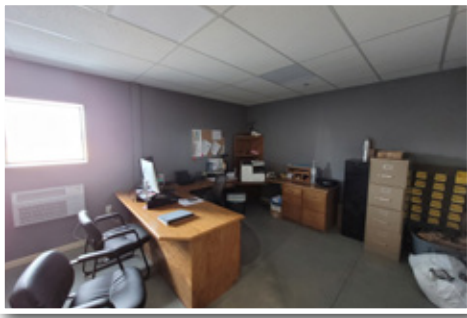
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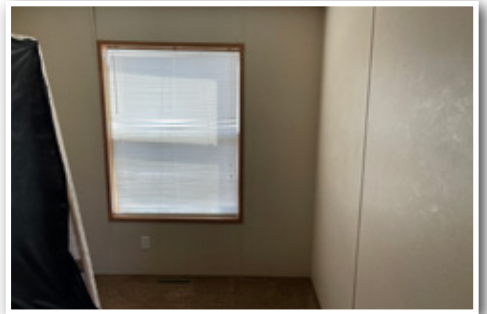
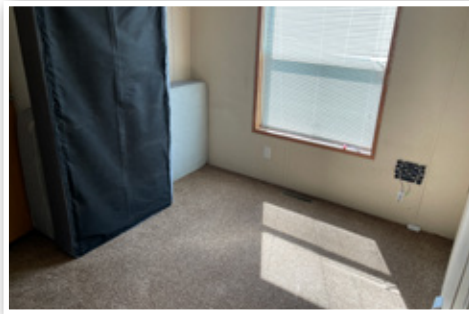
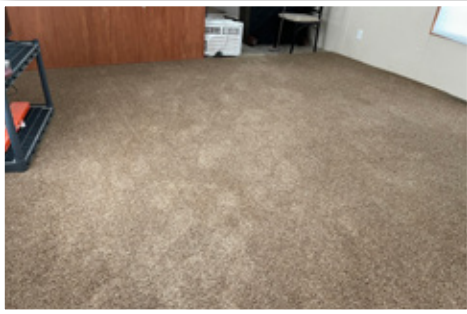
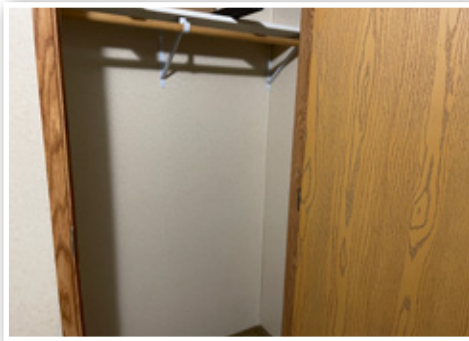
Phone: 701.577.4530

Email: treasurer@co.williams.nd.us

Website: www.williamsnd.com









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: _____

Steffes Group, Inc.

Seller's Printed Name & Address:



Ray, North Dakota

