

FESSENDEN
NORTH DAKOTA

Opens: Tuesday, October 18 | 8AM
Closes: Tuesday, October 25 | 10AM ^{CST} 2022

Timed Online

COMMERCIAL LAND AUCTION



13± Acres

Wells County

Preview Dates: Saturday, October 15 from 11AM-1PM & Tuesday, October 18 from 12-2PM

Auctioneer's Note: After years of operating a successful seed dealership, Leon has decided to retire. This is a great opportunity to purchase a 12.80 acre building site south of Fessenden ND. This property includes access and exposure to ND Hwy 52., along with several outbuildings with rural water, fiber optic and 200-amp underground electrical service. The southeast corner of the property stands ready for future expansion needs.



Land Located: 990 Hwy. 52, Fessenden, ND 58438



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

Leon Klocke, Owner

At Steffes Group contact Martin Peterson, 320.905.5325 or visit SteffesGroup.com

Scott Steffes ND81; Max Steffes ND999. **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 guaranties expressed or implied. Information contained in this document was collected from sources deemed to be reliable and is true and correct to the best of the writer's knowledge. Auctioneers and owners will not be held responsible for advertising discrepancies or inaccuracies.

All ANNOUNCEMENTS ON AUCTION DAY TAKE PRECEDENCE OVER PREVIOUSLY ADVERTISED INFORMATION.

Prospective buyers are advised to consult with an attorney of their choice with respect to the purchase of any real property including but not limited to, seeking legal advice from their own attorney regarding disclosures and disclaimers set forth below.



SPECIFIC TERMS FOR ONLINE ONLY AUCTION

This is an online only auction with 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 opens Tuesday, October 18, 2022 and will close Tuesday, October 25, 2022 at 10AM.

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 paid by the SELLER. 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.

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

This auction is in conjunction to the Klocke Equipment Auction, opening Thursday, October 20th and closing Thursday, October 27th at 10AM.

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 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

**#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)

EXTENDED

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!

OCTOBER 2022

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11 <i>Preview/ Opens</i>	12	13	14	15 <i>Preview</i>
16	17	18 <i>Closes</i>	19	20	21	22
23	24	25	26	27	28	29
30	31					

Location: 990 Hwy. 52, Fessenden, ND 58438



Description: Real Estate located at 990 Hwy. 52, Fessenden, ND 58438

Total Acres: 12.80± • **Lot Size:** 680' x 820' (557,600 sq. ft.) • **PID #:** 15078000 • **Taxes (2021):** \$1,561.66

[A] Shop: 36'x72', 14' sidewalls, 3 in. of spray foam insulation along with fiberglass in ceiling, 8 in. of fiberglass insulation in walls, 12'x20' overhead door w/liftmaster opener, walk through door along south wall, concrete floors throughout, floor drain,

Utilities: Rural water service (rural water controls for outbuildings located in building), propane forced air heater along south wall (tank located between shop and storage warehouse (owned)), 200-amp electrical service

Please Note: Air Compressor in NE corner and Pallet Racking along West Wall to Be Included with Real Estate Sale. All other personal property, equipment, parts, or tools to be excluded and sold on equipment sale.

[B] Storage Warehouse: 70'x72', 18' sidewalls, (2) 16'x24' overhead doors (insulated) w/liftmaster openers, walk through door between overhead doors, piped for in-floor water heat (pipes located in NE corner of building), floor drain that services ¼ of building, (6) windows (3) south wall (3) west wall, concrete floors throughout

Utilities: Rural water service, 200-amp electrical service

Please Note: All personal property, equipment, parts, or tools to be excluded and sold on equipment sale.

[C] Garden Shed: 14'x20', lean-to off north wall, main fiber optic hub for all outbuildings (All outbuildings have underground internet access excluding the pole building)

Utilities: Electric meter and pedestal located along south wall (serviced by Northern Plains Electric)

Please Note: All personal property, equipment, parts, or tools to be excluded and sold on equipment sale.

[D] Seed Treater Shed: 12'x23', overhead hopper with 14,000 lb. scale capacity pneumatic gates, spray-foam insulation throughout structure, overhead door on west end 10'x 8' manual entry, Rice Lake 820i scale w/Junge control panel, Convey-All TCP-1645 paddle conveyor, Includes pro box batch loader, Convey-All 22" crescent belt conveyor below (4) hopper bins, (4) 4,000 +/- bu. hopper bins, heat sensors, pneumatic and manual openers, single phase Caldwell fans

Please Note: Air compressor, Junge controller, and Epson ticket printer to be included with Real Estate Sale. All other personal property, equipment, parts, or tools including Gus 2000 seed treater to be excluded and sold on equipment sale.

[E] Quonset: 40'x72', 14'x20' overhead door w/liftmaster opener 2-in door insulation, concrete floors

Utilities: Rural water service

Please Note: All personal property, equipment, parts, or tools to be excluded and sold on equipment sale.

[F] Pole Shed: 60'x80', 17' sidewalls, 17'x24' sliding door on east side, dirt floor

Utilities: 200-amp electrical service

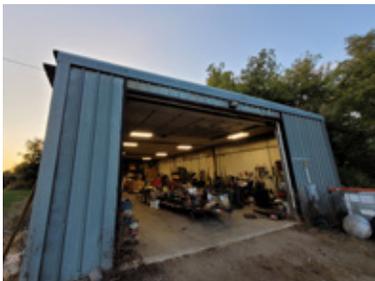
Please Note: All personal property, equipment, parts, or tools to be excluded and sold on equipment sale.

Other Property Notes:

[G] House: To be excluded and removed by sellers within one year of real estate closing date. High bidder will be offered 1st right to purchase home on private treaty sale with sellers following auction sale.

House is serviced by separate (fiber, rural water, and electric) lines, security cameras on (2) outbuildings are controlled and monitored at house and are excluded from sale

Utilities: Well on property is located west of SW corner of pole shed (currently not used)



2021 Wells County Real Estate Tax Statement

KLOCKE, LEON
Taxpayer ID: 27960

Parcel Number
15078000

Jurisdiction
15-025-02-00-11

Owner
KLOCKE, LEON

Physical Location
990 HWY 52
FESSENDEN, ND 58438-9480

Legal Description
LOT 1 OF NW4NW4
(17-147-70)

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

	2019	2020	2021
Legislative tax relief	1,135.88	1,016.60	1,015.12

Tax distribution (3-year comparison):

	2019	2020	2021
True and full value	191,380	200,030	200,030
Taxable value	8,819	9,251	9,251
Less: Homestead credit	0	0	0
Disabled Veterans credit	0	0	0
Net taxable value	8,819	9,251	9,251
Total mill levy	176.46	171.92	176.24
Taxes By District (in dollars):			
County	729.69	728.26	742.38
City/Township	57.41	58.74	57.36
School (after state reduction)	666.98	698.64	726.76
Fire	35.72	35.80	34.78
Ambulance	57.59	50.51	50.60
State	8.82	18.50	18.50
Consolidated Tax	1,556.21	1,590.45	1,630.38
Net Effective tax rate	0.81%	0.80%	0.82%

2021 TAX BREAKDOWN

Net consolidated tax	1,630.38
Plus: Special assessments	12.80
Total tax due	1,643.18
Less 5% discount, if paid by Feb. 15, 2022	81.52
Amount due by Feb. 15, 2022	1,561.66

(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 Mar. 1st	827.99
Payment 2: Pay by Oct. 15th	815.19

Parcel Acres:

Agricultural	0.00 acres
Residential	2.00 acres
Commercial	10.80 acres

Special assessments:

DRAIN #1	\$12.80
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Notes:

Penalty Dates for Specials & Payment 1

March 2: 3% May 1: 6%

July 1: 9% Oct 15: 12%

Penalty for Payment 2.....Oct 16: 6%

Add 12% Interest per Year delinquent

FOR ASSISTANCE, CONTACT:

Office: Joyce R Larson, Treasurer
700 Railway St N #97
Fessenden, ND 58438-7419
Phone: (701) 547-3161













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:



Fessenden, North Dakota



SteffesGroup.com | 701.237.9173
2000 Main Avenue East, West Fargo, ND 58078