



STEARNS COUNTY, MN

GRAVEL PIT AUCTION

LIVE: Tuesday, March 19 | 10AM ^{CDT}₂₀₂₄

**LIVE
ON-SITE**

 **Auction Location:** Trobec's Bar & Grill, 1 Central Ave S., Saint Stephen, MN 56375

 **Land Location:** From St. Stephen, MN, 1.7 miles south on Co Hwy 2. Parcel is on the west side of the road.

Auctioneer's Note: Steffes has been given the honor to present 14.49± acre gravel pit on public auction. This property has an active gravel pit permit and includes 4,500± yards of non-crushed concrete and asphalt, adding substantial value for potential buyers. The parcel also includes a small cold storage building and as an added perk there's a decorative Koehring dragline at the end of the driveway that will be sold with the real estate as well. Don't miss this unique opportunity to own a gravel pit with endless potential. The auction will be held live at Trobec's Bar & Grill, 1 Central Ave S., Saint Stephen, MN 56375 at 10am on Tuesday, March 19, 2024.

14± Acres



Contact Eric Gabrielson at Steffes Group 320.693.9371 or 701.238.2570, or visit SteffesGroup.com

Steffes Group, Inc. | 23579 MN Hwy 22 South, Litchfield, MN 55355 | 320.693.9371 | SteffesGroup.com

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 | Ashley Huhn, MN47-002 | Eric Gabrielson MN47-006 | Randy Kath, MN47-007

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.



TERMS & CONDITIONS

- All bidders must register their name, address, and telephone number in order to receive a bidding number.
- Auction staff will be at the sale site approximately one hour prior to sale time. The successful bidder will be required to sign an Offer to Purchase 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 the closing company Trust Account as good faith money until closing.
- Purchasers who are unable to close because of insufficient funds will be in default and the deposit money will be forfeited.
- Seller will provide an Alta title insurance commitment for an owner's policy of title insurance in the amount of the purchase price. Property will be conveyed by a **Warranty Deed**.
- **2024 Taxes: Prorated to Close.** Subsequent taxes and or special assessments, if any, to be paid by buyer. Real Estate Taxes are subject to reassessment under new owner.
- 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 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.
- **5% BUYER'S PREMIUM.**
- **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, express 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 to either 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.

CLOSING

- Balance of the purchase price is due in cash at closing on or before **Thursday, April 18, 2024**. Closing will take place at a professional closing company mutually agreeable to both Buyer & Seller.

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 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 wells.

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.

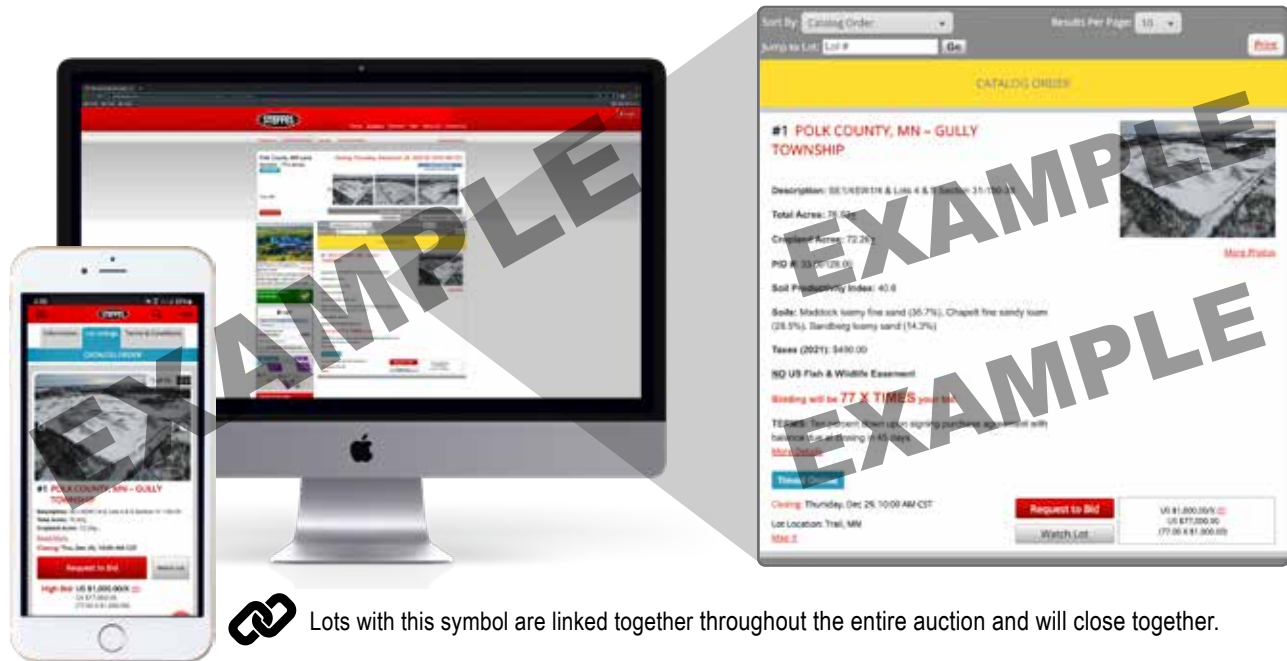
THE BIDDING STRATEGY

- 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.

Tract will be sold Lump Sum. The bidding will continue at the auctioneer's discretion and only one break will be taken unless another break is requested by interested parties or if the auctioneer deems necessary.

Sample Bidding Grid. This is an AUCTION! To the Highest Bidder.

	Multiplier (Ares)	High Bidder Price	Purchase Price
Tract #1	Lump Sum	TBD	TBD



MARCH 2024

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

STEARNS COUNTY, MN - BROCKWAY TOWNSHIP

Description: 14.49 A. THAT PART OF W 1100' OF N2SE4 LYING NORTH OF S 700' LESS: PT W 1100' OF N2SE LYING N OF S 700' AND E OF LINE DRAWN NE'LY FROM PT ON N LINE S 700' 350' W OF INTERSECTION WITH THE E LINE W 1100' N2SE TO PT OF INTERSECTION OF E LINE W 1100' WITH S LIN Tract N2SE Section 35 Township 126 Range 029

Total Acres: 14.49±

PID #: 04.02144.0020

Taxes (2023): \$1,532.00

- Active gravel pit permit
- Includes 4,500± yards of non-crushed concrete and asphalt
- Small cold storage building
- Decorative Koehring dragline at end of the driveway
- Driveway is owned but has an access easement for the neighboring parcel
- Per Stearns County as of 2/7/24 parcel has one residential building entitlement



*Lines are approximate

R-29-W

(Landowners)
MORRISON CO.



**RANDY R. SCHREIFELS**

Stearns County Auditor-Treasurer
Administration Center Rm. 136 PO Box 728
St. Cloud, MN 56302-0728
Phone #: 320-656-3870
Website: <https://stearnscountymn.gov/>

Pin Number: 04.02144.0020

Parties of Interest: ST STEPHEN SAND & GRAVEL LLC

Property Tax Statement 2023

VALUES AND CLASSIFICATION *Sent in March 2022*

Step 1	Taxes Payable Year:	2022	2023
	Estimated Market Value:	\$92,400	\$101,000
	Homestead Exclusion:		
	Taxable Market Value:	\$92,400	\$101,000
	New Improvements/Expired Exclusions:		
	Property Classification:	Comm/Ind	Comm/Ind

Step 2

PROPOSED TAX *Sent in November 2022*

Proposed Tax:	\$1,534.00
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Step 3

PROPERTY TAX STATEMENT

First-half Taxes May 15, 2023:	\$766.00
Second-half Taxes October 16, 2023:	\$766.00
Total Taxes Due in 2023:	\$1,532.00

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.*

2023**Property Tax Statement**

Pin Number:
04.02144.0020

Property Address:
38497 COUNTY ROAD 2
ST JOSEPH MN 56374

Property Description:
(Not to be used for Legal Purposes)
14.49 A. THAT PART OF W 1100' OF
N2SE4 LYING NORTH OF S 700' LESS:
PT W 1100' OF N2SE LYING N OF S 700'
AND E OF LINE DRAWN NE'LY FROM
PT ON N LINE S 700' 350' W OF
INTERSECTION WITH THE E LINE W
1100' N2SE TO PT OF INTERSECTION
OF E LINE W 1100' WITH S LIN Tract
N2SE Section 35 Township 126 Range 029

Special Assessment Breakdown

Special Assessment Total **\$0.00**

Taxes Payable Year:

	2022	2023
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	

Tax and Credits

3. Your property taxes before credits	\$1,630.00	\$1,532.00
4. Credits that reduce your property taxes		
A. Agricultural market value credits	\$0.00	\$0.00
B. Other Credits	\$0.00	\$0.00
5. Property taxes after credits	\$1,630.00	\$1,532.00

Property Tax by Jurisdiction

6. County STEARNS COUNTY	\$671.64	\$650.98
7. City/Township BROCKWAY TWP	\$241.06	\$210.62
8. State General Tax	\$0.00	\$0.00
9. School District ISD 0748 SARTELL		
A. Voter approved levies	\$500.97	\$462.15
B. Other local levies	\$211.57	\$203.70
10. Special Taxing Districts		
HRA	\$4.38	\$4.17
Regional Rail Authority	\$0.38	\$0.38
11. Non-school voter approved referenda levies	\$0.00	\$0.00
12. Total Property tax before special assessments	\$1,630.00	\$1,532.00

13. Special Assessments on Your Property (See Left for Breakdown of Special Assessments)

Special Assessment Totals	\$0.00	\$0.00
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14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS

\$1,630.00	\$1,532.00
Tax Amount Paid	\$0.00

**RANDY R. SCHREIFELS**

Stearns County Auditor-Treasurer
Administration Center Rm. 136 PO Box 728
St. Cloud, MN 56302-0728
Phone #: 320-656-3870
Website: <https://stearnscountymn.gov>

Owner: ST STEPHEN SAND & GRAVEL LLC

Parcel ID: 04.02144.0020 **Property Address:**
38497 COUNTY ROAD 2
ST JOSEPH MN 56374

Legal Description: 14.49 A. THAT PART OF W 1100' OF N2SE4 LYING NORTH OF S 700' LESS: PT W 1100' OF N2SE LYING N OF S 700' AND E OF LINE DRAWN NE'LY FROM PT ON N LINE S 700' 350' W OF INTERSECTION WITH THE E LINE W 1100' N2SE TO PT OF INTERSECTION OF E LINE W 1100' WITH S LINE Tract N2SE Section 35 Township 126 Range 029

PROPOSED TAXES 2024

THIS IS NOT A BILL. DO NOT PAY.

VALUES AND CLASSIFICATION			
Step 1	Taxes Payable Year	2023	2024
	Estimated market value:	\$101,000	\$116,200
	Homestead exclusion:	\$0	\$0
	Other exclusion:	\$0	\$0
	Taxable market value:	\$101,000	\$116,200
	Class:	Comm/Ind	Comm/Ind
Step 2	PROPOSED TAX		
	Tax before credits		\$1,684.00
	School building bond credit		\$0.00
	Ag Market value credit		\$0.00
	Other credits		\$0.00
	Property Taxes after credits		\$1,684.00
Step 3	PROPERTY TAX STATEMENT		
	Coming in 2024		
The time to provide feedback on PROPOSED LEVIES is NOW It is too late to appeal your value without going to Tax Court.			

Proposed Property Taxes and Meetings by Jurisdiction for Your Property

Contact Information	Meeting Information	Actual 2023	Proposed 2024
State General Tax	NO MEETING REQUIRED	\$0.00	\$0.00
County - STEARNS COUNTY		\$650.98	\$697.86
COUNTY OF STEARNS 705 COURTHOUSE SQUARE ROOM 148 SAINT CLOUD MN 56303 320-656-3870 www.stearnscountymn.gov	ADMINISTRATION CENTER 705 COURTHOUSE SQ ST CLOUD, MN 56303 320-656-3900 6:00 PM NOV 28, 2023		
City or Township - BROCKWAY TWP		\$210.62	\$218.89
BROCKWAY TOWNSHIP 43710 85TH AVE RICE MN 56367 320-393-3770 brockwaytownship.govoffice.com	BUDGET SET AT ANNUAL TOWN MEETING IN MARCH 2023		
School District - ISD 0748 SARTELL			
Voter Approved Levies		\$462.15	\$530.82
Other Local Levies		\$203.70	\$231.02
ISD #748 SARTELL 212 3RD AVE N SARTELL MN 56377 320-656-3713 www.isd748.org	SARTELL HIGH SCHOOL 3101 PINE CONE RD SARTELL, MN 56377 320-656-3721 6:00 PM DEC 18, 2023		
Special Taxing Districts		\$4.55	\$5.41
Tax Increment Tax		\$0.00	\$0.00







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 warrants taxes for _____ are Homestead, _____ Non-Homestead. SELLER agrees to pay the State Deed Tax.

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

7. The property is to be conveyed by _____ deed, free and clear of all encumbrances except in special assessments, existing tenancies, easements, reservations and restrictions of record.

8. Closing of the sale is to be on or before _____, Possession will be at closing.

9. This property is sold AS IS, WHERE IS, WITH ALL FAULTS. BUYER is responsible for inspection of the property prior to purchase for conditions including but not limited to water quality, seepage, septic and sewer operation and condition, radon gas, asbestos, presence of lead based paint, and any and all structural or environmental conditions that may affect the usability or value of the property. Buyer's inspection shall be performed at Buyer's sole cost and expense. Buyer hereby indemnifies Seller for any damage to the property as a result of Buyer's inspections.

10. The contract, together with the Terms and Conditions of the Buyer's Prospectus, contain the entire agreement and neither party has relied upon any oral or written representations, agreements, or understanding not set forth herein, whether made by agent or party hereto. This contract shall control with respect to any provisions that conflict with or are inconsistent with the attached Buyer's Prospectus or any announcements made at auction.

11. Other conditions: Subject to easements, reservations and restrictions of record, existing tenancies, public roads and matters that a survey may show. Seller and Seller's agent DO NOT MAKE ANY REPRESENTATIONS OR ANY WARRANTIES AS TO MINERAL RIGHTS, TOTAL ACREAGE, TILLABLE ACREAGE OR BOUNDARY LOCATION.

12. Any other conditions: _____

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

Buyer:

Seller:

Steffes Group, Inc.

Seller's Printed Name & Address:

SteffesGroup.com

Drafted By:
Saul Ewing Arnstein & Lehr LLP

WIRev0418



STEARNS COUNTY
MINNESOTA

SteffesGroup.com | 320.693.9371 | 23579 MN Hwy 22 S, Litchfield, MN 55355