



FOSTER COUNTY, NORTH DAKOTA GRAIN ELEVATOR AUCTION

Opens: Tuesday, August 6 | 8AM

Closes: Thursday, August 8 | 10AM^{CDT 2024}

**TIMED
ONLINE**

📍 90 70th Ave. NE, Carrington, ND 58421

🔍 **PREVIEW:** Tuesday, August 6 from 12:00-2:00PM

Auctioneer's Note: Fantastic opportunity for area farmers or grain merchandisers to purchase a strategically located bin site located southeast of Carrington, ND! This property includes around 1 million bushels of storage capacity including over 300,000 bushels of upright storage and an 800,000 bushel of flat storage. Moreover, there is an adjoining office and scale room to the main elevator that could make a great farm or business office.

14± Acres



Columbia Grain International, LLC

Contact Max Steffes at Steffes Group, 701.237.9173 or 701.212.2849 or Joel Swanson 701.371.7152., or visit SteffesGroup.com.

Steffes Group, Inc. | 2000 Main Ave. E, West Fargo, ND 58078 | 701.237.9173 | SteffesGroup.com

Scott Steffes ND1634; Max Steffes ND8313; Joel Swanson ND8520. TERMS: 10% down upon signing purchase agreement with balance due at closing in 45 days.

The Terms and Conditions of Sale are set forth in the 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.



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.

The sale of this property IS NOT contingent on the Buyer securing financing or any other Buyer contingencies.

THE AUCTION BEGINS ON TUESDAY, AUGUST 6 AND WILL END AT 10AM THURSDAY, AUGUST 8, 2024.

All bidders must register their name, address, and telephone number in order to receive a bidding number, or all bidders must register with SteffesGroup.com as an online bidder to participate in the auction sale online.

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.

Down payment is due on the day the bidding closes and signing of the contracts will take place through email and electronic document signatures. In the event the auction bidding closes after 3:00pm, the earnest money will be due the following business day.

The contract signing will take place at Steffes Group, 2000 Main Ave. E, West Fargo, ND 58078

If the winning bidder is unable to come to the Steffes office for signing of the contract, arrangements will be made to email or fax a copy of the contract for signature. The buyer would fax the signed copy back to 701.237.9173 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: **Tuesday, September 24, 2024.**

Closing will take place at Seller's closing attorney office, or a professional closing company agreeable to both buyer and seller.

Seller will provide up-to-date merchantable abstract(s) or (ii) an ALTA title insurance commitment ("Title Commitment") for issuance to Buyer of an ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the purchase price. In the event Seller elects to furnish a Title Commitment, Seller shall pay for 50% of the cost of the premium for the Title Policy, and Buyer shall pay for 50% of the cost of the premium for the Title Policy.

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.

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 UPON 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, 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

This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, any results that an accurate survey may show, as well as all applicable zoning laws.

BUYER DEFAULT

When using our online auction services, you are making a firm commitment to purchase said item(s) and are entering into a legal and binding contract. Bids may not be cancelled or retracted for any reason.

Non-paying bidders or fraudulent bidding will subject you to legal recourse and possible criminal charges including any fraud and/or interstate commerce violations.

INTERNET RISK

You acknowledge that the internet may be an unreliable and error-prone network. Steffes Group will not guarantee that bids placed online will always be transmitted to or received by the auctioneer in a timely fashion. You agree to hold Steffes Group, Inc. and its employees harmless for any interruptions in online bidding. At the sole discretion of the Company, the auction may be suspended, postponed, or cancelled if internet service is unstable or disrupts the online portion of any event that is simulcast as an Internet Auction.

Further, the auctioneer has the sole discretion to accept or refuse any bid. Steffes Group retains the right, at our sole discretion, to add, delete, or change some or all of our online services and the terms and conditions governing their online auctions at any time without notice.

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.

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.

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 their highest and best bid. PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!



AUGUST 2024

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

FOSTER COUNTY - CARRINGTON, ND**Property Address:** 90 70th Ave. NE, Carrington, ND 58421**Description:** fraction NE1/4 & Auditor's Lot 82 Section 34-146-66, Auditor's Lot 57 Section 27-146-66, Auditor's Lot 30 & 81 Section 35-146-66**Total Acres:** 14±**PID #'s:** 01677001, 01672001, & 01647003**Taxes (2023):** \$9,350.50**TOTAL STORAGE CAPACITY: 1,358,000+ Bu.****Flat Storage:** 864,000± Bu.

- 130'x465' Asphalt Pad: steel sides w/fans

Upright Storage (Main Elevator & Bins): 334,000±Bu.

- (4) 50,000± Bu. bins: full floor air
- 134,000 Bu. wood crib storage

Scale House w/Rice Lake Scale: 96'x20'**Complete hazard monitoring control system in main elevator****Scale House w/Rice Lake Scale:** 96'x20'**Office:** 50'x25'

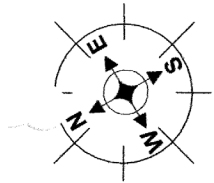
- (2) Unloading pits & (2) Loading Pits
- Truck Probe
- Septic & Well

North Bins: 152,000 Bu. (bins north of 1st St.)

- (16) 9,500 Bu. bins

Bag Warehouse: 60'x35', concrete floors**Quonset:** 78'x32', dirt floors

*Lines are approximate

U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE

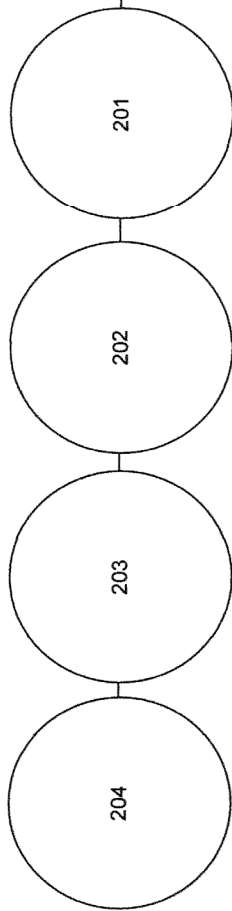
WA-134

WAREHOUSE DIAGRAM

LICENSE NO.	NAME AND LOCATION OF WAREHOUSE	CODE NO.
1-0297	COLUMBIA GRAIN ELEVATORS RUDYARD, MT	2-2346
		2-4561

CANADIAN PACIFIC RAILROAD

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16	13	11	9	107	106	105	104
17	15	12	7				
19	20	10	6	109	110	101	102
21		X X	5				
22	23	24	2	3	4		

SECTION 31B

DRIVEWAY & PIT

OFFICE

70th AVENUE NE

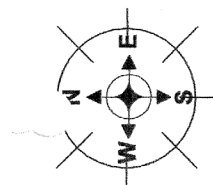
SECTION XT11

ZERO POINTS : Elevator - Top of Floor Over Bins, except Bin 4,
which is Lower Bin Floor.
Tanks - Top of Sidewall.
XT11 - Top of Sidewall - 4.0'

Bottom of Sidewall - 562' x 133'
Top of Sidewall - 564' x 135'

DATE	EXAMINER	SECTION LOCATION	OPERATIONAL UNIT	PAGE NUMBER
		CARRINGTON, ND	31	23

SEE LAST PAGE FOR DATE & NAME



WAREHOUSE DIAGRAM

U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE

WA-134

NAME AND LOCATION OF WAREHOUSE

COLUMBIA GRAIN ELEVATORS

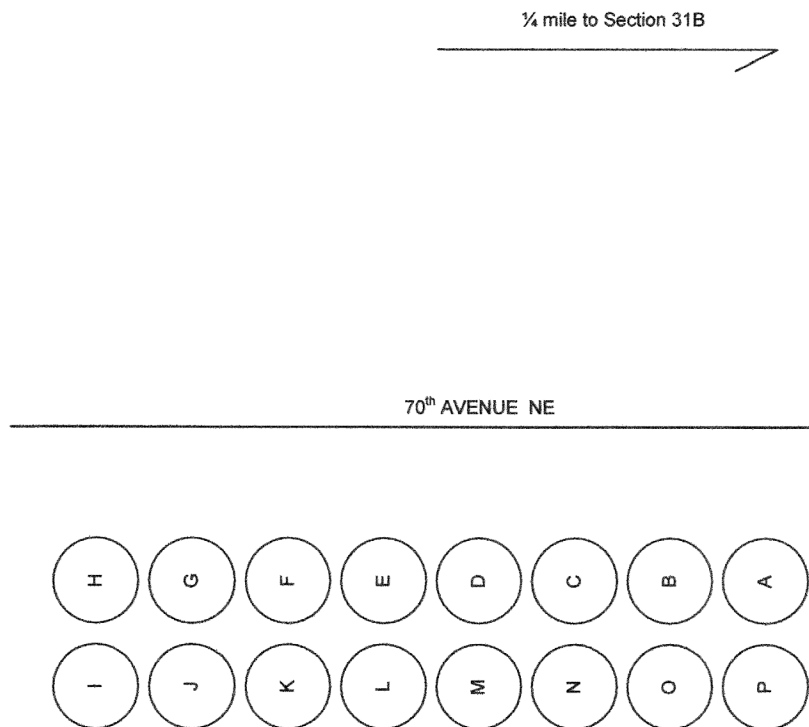
RUDYARD, MT

CODE NO.

2-2346

2-4561

LICENSE NO.
1-0297



SECTION 31C

ZERO POINTS - Top of Sidewall..

DATE	EXAMINER	SECTION LOCATION	OPERATIONAL UNIT	PAGE NUMBER
SEE LAST PAGE FOR DATE & NAME		CARRINGTON, ND	31	24

WA-310 Name : COLUMBIA GRAIN ELEVATORS Location : RUDYARD MT	U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency BIN CHART (Post conspicuously in main office)	LICENSE / CODE NO.: 1-0297
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Section Number : 31B		Effective Depth	Air Space	Grain Depth	BU Per Foot	Test Wt. Per Bushel	Base Pack	Grain	Kind	Kind	Kind
Container Number	Capacity							Pk Factor	Grade	Grade	Grade
002	936	52.0			18.0		2.0				
003	2,283	52.0			43.9		3.5				
004	1,936	47.0			41.2		3.5				
005 T	1,810	52.0			34.8		3.0				
005B	2,649	22.0			120.4		6.5				
006	3,671	52.0			70.6		5.2				
007	3,890	52.0			74.8		5.5				
009	9,272	74.0			125.3		6.5				
010	1,903	52.0			36.6		3.0				
011	3,380	52.0			65.0		5.0				
012	2,018	52.0			38.8		3.0				
013 T	196	8.5			23.1		2.0				
013B	2,828	43.5			65.0		5.0				
015	2,018	52.0			39.8		3.0				
016	9,272	74.0			125.3		6.5				
017	3,890	52.0			74.8		5.5				
019	3,671	52.0			70.6		5.2				
020	1,903	52.0			36.6		3.0				
021 T	1,810	52.0			34.8		3.0				
021B	2,649	22.0			120.4		6.5				
022	2,246	52.0			42.5		3.5				
023	2,179	52.0			41.9		3.5				
024	936	52.0			18.0		2.0				
101 T	3,457	43.0			80.4		5.5				
101B	558	8.5			65.6		5.0				
102 T	3,500	43.0			81.4		5.5				
102B	564	8.5			66.4		5.0				
104 T	3,500	43.0			81.4		5.5				
104B	564	8.5			66.4		5.0				
105 T	3,457	43.0			80.4		5.5				
105B	558	8.5			65.6		5.0				
106 T	3,457	43.0			80.4		5.5				
106B	558	8.5			65.6		5.0				
107 T	3,500	43.0			81.4		5.5				
107B	564	8.5			66.4		5.0				

WA-310		U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency BIN CHART							LICENSE / CODE NO.:		
Name : COLUMBIA GRAIN ELEVATORS		(Post conspicuously in main office)							1-0297		
Location : RUDYARD MT											
Section Number : 31C		Effective Depth	Air Space	Grain Depth	BU Per Foot	Test Wt. Per Bushel	Base Pack	Grain	Kind	Kind	Kind
Container Number	Capacity							Pk Factor	Grade	Grade	Grade
A	9,274	24.0			363.7		7.8				
B	9,274	24.0			363.7		7.8				
C	9,274	24.0			363.7		7.8				
D	9,274	24.0			363.7		7.8				
E	9,274	24.0			363.7		7.8				
F	9,274	24.0			363.7		7.8				
G	9,274	24.0			363.7		7.8				
H	9,274	24.0			363.7		7.8				
I	9,274	24.0			363.7		7.8				
J	9,274	24.0			363.7		7.8				
K	9,274	24.0			363.7		7.8				
L	9,274	24.0			363.7		7.8				
M	9,274	24.0			363.7		7.8				
N	9,274	24.0			363.7		7.8				
O	9,274	24.0			363.7		7.8				
P	9,274	24.0			363.7		7.8				
11,574		Add 6.6326 % +		42 to even.		Section Code : 2-4561					
160,000		Total Capacity of Section		31C		Location : CARRINGTON, ND, FOSTER					

WA-310**U.S. DEPARTMENT OF AGRICULTURE****Farm Service Agency****BIN CHART**LICENSE /
CODE NO.:

Name : COLUMBIA GRAIN ELEVATORS

Location : RUDYARD, MT

(Post conspicuously in main office)

1-0297

Section Number : XT11		Effective Depth	Air Space	Grain Depth	BU Per Foot	Test Wt. Per Bushel	Base Pack	Grain	Kind	Kind	Kind
Container Number	Capacity							Pk Factor	Grade	Grade	Grade
XT11 T	544,732	8.9			61,205.8		10.0				
XT11B	240,340	4.0			60,085.0		10.0				

78,507

Add 10.0000 % + 421 to even.

Section Code : 2-4561

864,000**Total Capacity of Section XT11**

Location : CARRINGTON, ND, FOSTER



2023 Foster County Real Estate Tax Statement

COLUMBIA GRAIN INTERNATIONAL

Taxpayer ID: 169550

Parcel Number

01672001

Jurisdiction

11-049-00-00-00

OwnerCOLUMBIA GRAIN
INTERNATIONAL, LLC**Physical Location**

CARRINGTON

Legal Description

FRACTION NE1/4 AND AUDITOR'S LOT 82

(SEE NOTES)

(34-146-66)

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

	2021	2022	2023
Legislative tax relief	439.03	432.37	431.53

Tax distribution (3-year comparison):

	2021	2022	2023
True and full value	70,100	70,100	70,100
Taxable value	3,505	3,505	3,505
Less: Homestead credit	0	0	0
Disabled Veterans credit	0	0	0
Net taxable value	3,505	3,505	3,505
Total mill levy	234.41	231.24	215.45

Taxes By District (in dollars):

	2021	2022	2023
State	7.02	7.02	7.02
County	283.76	282.92	277.34
City/Township	61.16	61.16	58.53
School (after state reduction)	469.67	459.40	412.26
Fire	0.00	0.00	0.00
Water	0.00	0.00	0.00
Other	0.00	0.00	0.00

Consolidated tax	821.61	810.50	755.15
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Less: 12% state-paid credit	0.00	0.00	0.00
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Net consolidated tax	821.61	810.50	755.15
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Net effective tax rate	1.17%	1.16%	1.08%
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2023 TAX BREAKDOWN

Net consolidated tax	755.15
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Plus: Special assessments	0.00
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Total tax due	755.15
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Less 5% discount, if paid by Feb. 15th	37.76
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Amount due by Feb. 15th	717.39
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Or pay in two installments (with no discount)

Payment 1: Pay by Mar. 1st	377.58
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Payment 2: Pay by Oct. 15th	377.57
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Parcel Acres:

Agricultural	0.00 acres
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Residential	0.00 acres
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Commercial	5.28 acres
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Special assessments:

No Special Assessment details available

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: Ellen Roundy, Treasurer

PO Box 104

Carrington, ND 58421-0104

Phone: (701) 652-2322



2023 Foster County Real Estate Tax Statement

COLUMBIA GRAIN INTERNATIONAL

Taxpayer ID: 169550

Parcel Number

01647003

Jurisdiction

11-049-00-00-00

OwnerCOLUMBIA GRAIN
INTERNATIONAL, LLC**Physical Location**

CARRINGTON

Legal Description

AUDITOR'S LOT 57

(GRAIN BINS)

(27-146-66)

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

Legislative tax relief

2021

329.43

2022

324.43

2023

323.80

Tax distribution (3-year comparison):

True and full value

52,600

52,600

52,600

Taxable value

2,630

2,630

2,630

Less: Homestead credit

0

0

0

Disabled Veterans credit

0

0

0

Net taxable value

2,630

2,630

2,630

Total mill levy

234.41

231.24

215.45

Taxes By District (in dollars):

State

5.26

5.26

5.26

County

212.92

212.31

208.12

City/Township

45.89

45.89

43.92

School (after state reduction)

352.42

344.72

309.34

Fire

0.00

0.00

0.00

Water

0.00

0.00

0.00

Other

0.00

0.00

0.00

Consolidated tax

616.49

608.18

566.64

Less: 12% state-paid credit

0.00

0.00

0.00

Net consolidated tax**616.49****608.18****566.64****Net effective tax rate****1.17%****1.16%****1.08%****2023 TAX BREAKDOWN**

Net consolidated tax

566.64

Plus: Special assessments

0.00

Total tax due

566.64

Less 5% discount,

if paid by Feb. 15th

28.33

Amount due by Feb. 15th**538.31**

Or pay in two installments (with no discount)

Payment 1: Pay by Mar. 1st

283.32

Payment 2: Pay by Oct. 15th

283.32

Parcel Acres:

Agricultural 0.00 acres

Residential 0.00 acres

Commercial 3.12 acres

Special assessments:

No Special Assessment details available

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: Ellen Roundy, Treasurer

PO Box 104

Carrington, ND 58421-0104

Phone: (701) 652-2322



2023 Foster County Real Estate Tax Statement

COLUMBIA GRAIN INTERNATIONAL

Taxpayer ID: 169550

Parcel Number

01677001

Jurisdiction

11-049-00-00-00

OwnerCOLUMBIA GRAIN
INTERNATIONAL, LLC**Physical Location**

CARRINGTON

Legal DescriptionAUDITOR'S LOT 30 AND AUDITOR'S LOT 81
(35-146-66)**2023 TAX BREAKDOWN**

Net consolidated tax	8,028.71
Plus: Special assessments	0.00
Total tax due	8,028.71
Less 5% discount, if paid by Feb. 15th	401.44
Amount due by Feb. 15th	7,627.27

Or pay in two installments (with no discount)

Payment 1: Pay by Mar. 1st 4,014.36

Payment 2: Pay by Oct. 15th 4,014.35

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

	2021	2022	2023
Legislative tax relief	4,667.82	4,597.01	4,588.07

Parcel Acres:

Agricultural	0.00 acres
Residential	0.00 acres
Commercial	4.32 acres

Tax distribution (3-year comparison):

	2021	2022	2023
True and full value	745,300	745,300	745,300
Taxable value	37,265	37,265	37,265
Less: Homestead credit	0	0	0
Disabled Veterans credit	0	0	0
Net taxable value	37,265	37,265	37,265
Total mill levy	234.41	231.24	215.45

Special assessments:

No Special Assessment details available

Taxes By District (in dollars):

State	74.52	74.52	74.52
County	3,016.96	3,008.03	2,948.77
City/Township	650.27	650.27	622.33
School (after state reduction)	4,993.50	4,884.32	4,383.09
Fire	0.00	0.00	0.00
Water	0.00	0.00	0.00
Other	0.00	0.00	0.00

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, CONTACTOffice: Ellen Roundy, Treasurer
PO Box 104

Carrington, ND 58421-0104

Phone: (701) 652-2322

Consolidated tax	8,735.25	8,617.14	8,028.71
Less: 12% state-paid credit	0.00	0.00	0.00
Net consolidated tax	8,735.25	8,617.14	8,028.71
Net effective tax rate	1.17%	1.16%	1.08%







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 receipted 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 ("Title Commitment") for issuance to Buyer of an ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the purchase price. In the event Seller elects to furnish a Title Commitment, Seller shall pay for 50% of the cost of the premium for the Title Policy, and Buyer shall pay for 50% of the cost of the premium for the Title Policy (and Buyer shall pay for 100% of the costs of any endorsements requested by Buyer, any costs related to extended coverage, and the costs of any lender's policy and endorsements). Zoning ordinances, building and use restrictions, reservations in federal and state patents and deeds, existing tenancies, easements and public roads shall not be deemed objectionable encumbrances or title 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:



FOSTER COUNTY
NORTH DAKOTA

SteffesGroup.com | 701.237.9173 | 2000 Main Ave. E, West Fargo, ND 58078