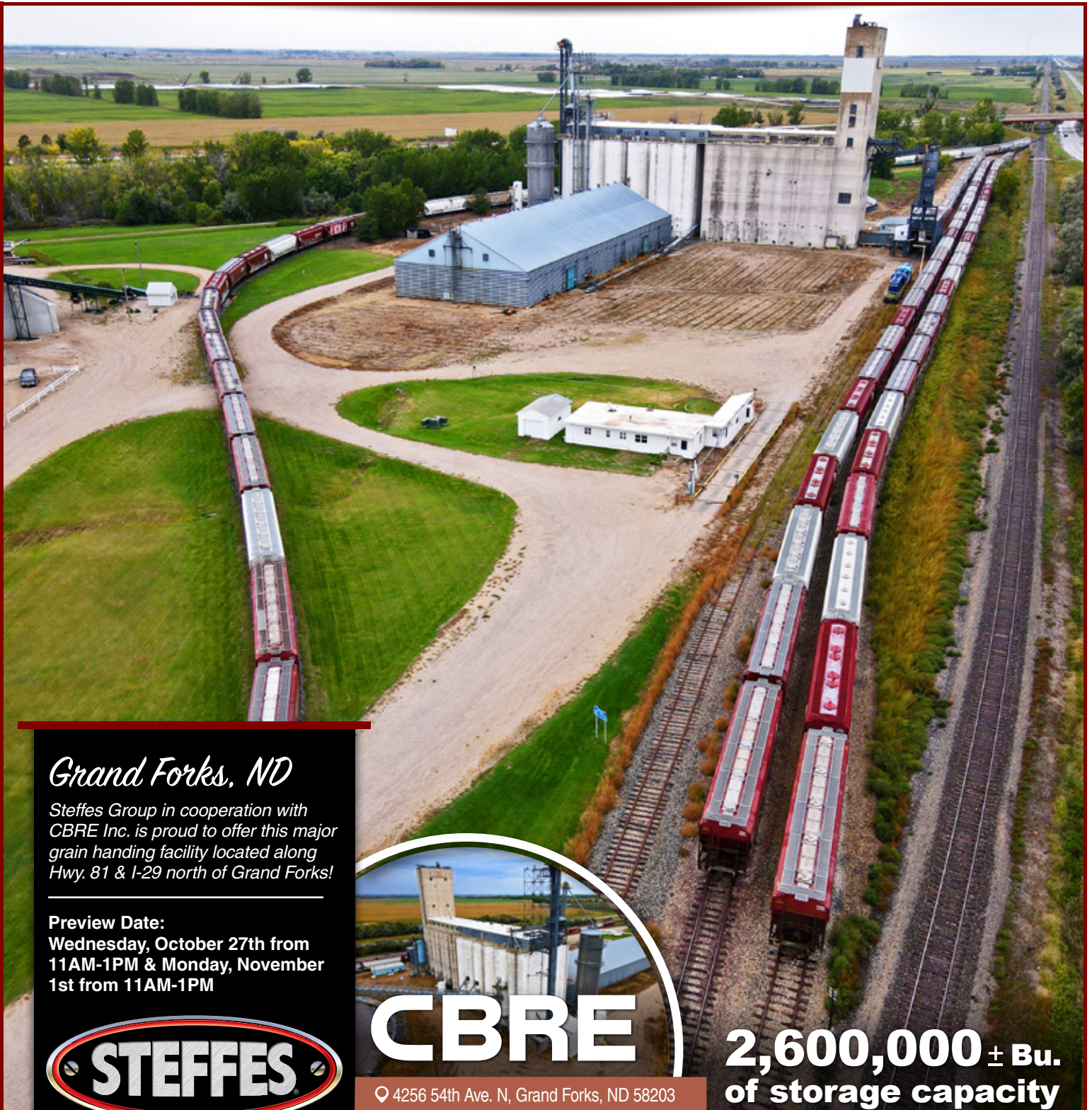


NORTHERN RRV GRAIN
NORTH DAKOTA

Opens: Thursday, October 28 | 8AM
Closes: Tuesday, November 2 | 12PM 2021

TIMED ONLINE

GRAIN HANDLING FACILITY AUCTION



Grand Forks, ND

Steffes Group in cooperation with CBRE Inc. is proud to offer this major grain handling facility located along Hwy. 81 & I-29 north of Grand Forks!

Preview Date:

Wednesday, October 27th from 11AM-1PM & Monday, November 1st from 11AM-1PM



CBRE

4256 54th Ave. N, Grand Forks, ND 58203

2,600,000 ± Bu. of storage capacity

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

Viterra USA, LLC. Contact Chance Lindsey at 701.866.4446 or chance.lindsey@cbre.com or Max Steffes at Steffes Group, 701.237.9173 or 701.212.2849, or visit at SteffesGroup.com

Max Steffes ND999, Scott Steffes ND81, 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 at Thursday, October 28 at 8AM and will end Tuesday, November 2 at 12PM, 2021.

- 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.
- **2021 Taxes to be prorated to 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 ABSOLUTE REGARDLESS OF PRICE AFTER THE OPENING BID.**

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.

TRACK AGREEMENT & RAILROAD LAND LEASE

The seller holds an agreement for rail services through BNSF. Most of the rail track is located on deeded property. There are also portions of track owned

by the seller located on railroad leased land which will be conveyed to the successful bidder. Should the buyer desire rail services, it shall be the buyer's responsibility to report to Railroad and apply for new lease and track agreement.

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

Multi-Tract Timed Online Bidding Process


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.

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.



OCTOBER 2021

S	M	T	W	TH	F	S
26	27	28	29	30	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

Preview Opens

NOVEMBER 2021

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

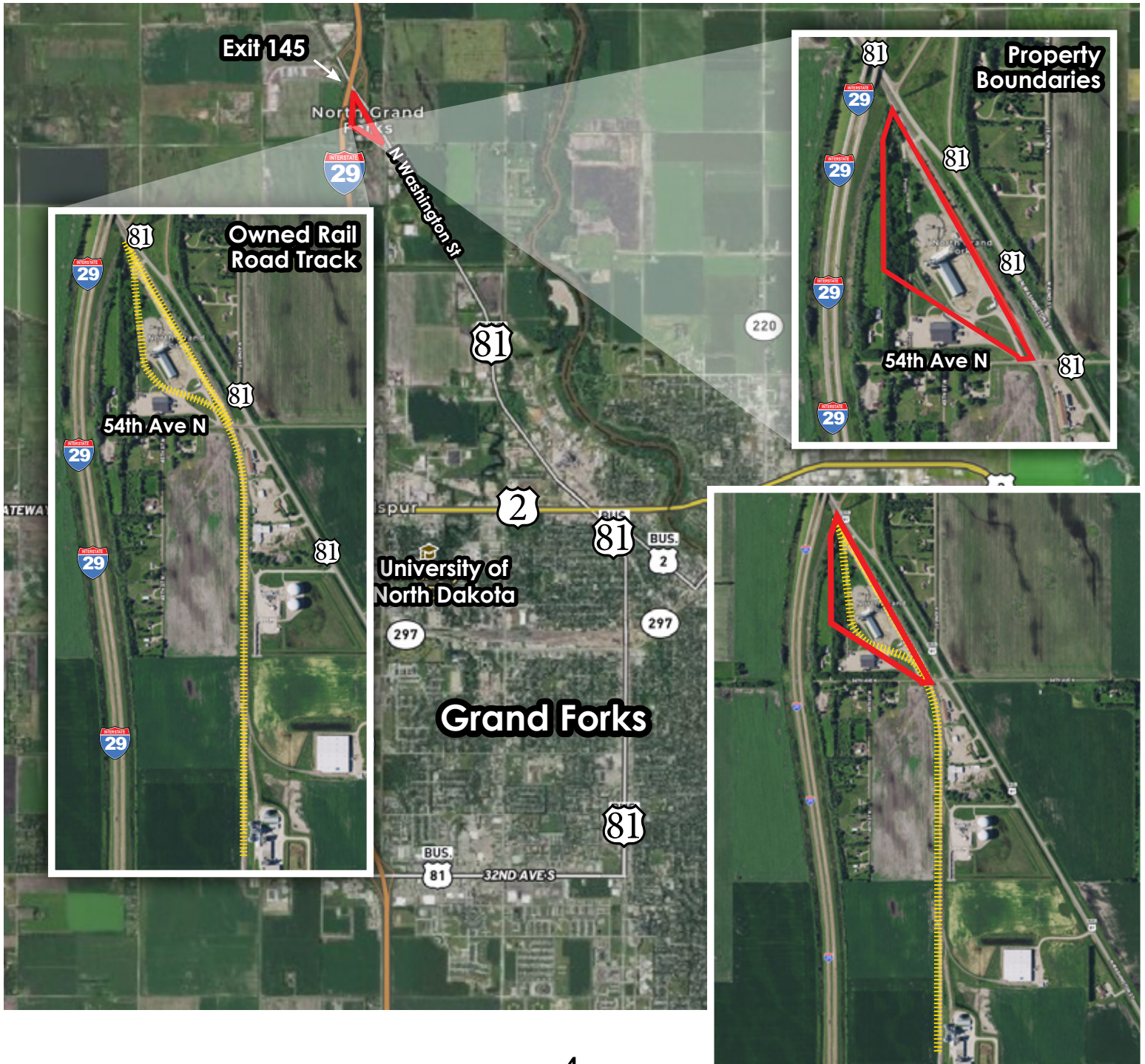
Preview Closes

4256 54th Ave. N, Grand Forks, ND

Preview Date: Wednesday, October 27th from 11AM-1PM & Monday, November 1st from 11AM-1PM

This is a rare opportunity to purchase a significant grain handling facility at public auction sale! This property features 2,600,000± bushels of diversified storage capacity including concrete silo storage, flat warehouse storage, and open pile storage with excellent interstate and rail access. The facility is located adjacent to I29 exit 145 and includes close to 3 miles of owned railroad track which services the property. Most of the track sits on deeded land with portions that extend south onto railroad ROW land. The property also includes an office and maintenance shop.

The sellers have made substantial improvements to the property including many upgrades and repairs to the conveyors and augers. Moreover, tracts 2 & 3 include locomotives that have historically serviced this property. As a regional producer or grain handling company take advantage of this opportunity to purchase this strategically located property!



DESCRIPTION: Lot 1, Block 1, ConAgra Addition to the City of Grand Forks, ND

PROPERTY ADDRESS: 4256 54th Ave. N, Grand Forks, ND 58203

TOTAL ACRES: 22.8±

PID #: 13-4303-00001-000

TAXES (2020): \$23,259.36

TOTAL STORAGE: 2,600,000± Bu.

VERTICAL CONCRETE STORAGE: 900,000+ Bu.

Head House: 31,148± Bu.

(14) two-compartment bins w/1,074± Bu. capacity, In-House dust system attached to east pit with MAC 144MACMCF252 Filter and 150 hp motor, One person belt lift w/initial access at ground floor, 15,000 bph north bucket elevator, 12,000 bph south bucket elevator to fill from above

East Storage: 471,909± Bu.

37 Bins, 15,000± bph fill belt conveyor, (2) 15,000 bph reclaim belt conveyor, 30,000 bph reversing drag conveyor to rail/truck shipping area, reclaim from west flat storage building ties into north and south reclaim

West Storage: 475,782± Bu.

32 Bins, (2) 19,213± Bu. wet storage bin, (2) 19,213± Bu. to supply north ground pile capacity, 15,000 bph belt conveyor to fill from east rail/truck pit, 30,000 bph drag conveyor to fill from west truck receiving inside the gallery, (2) 30,000 bph reclaim drag conveyors flow to west 30,000 bph reclaim conveyor that ends at the receiving bucket elevator, (2) truck loadout spouts located on the north side of addition

FLAT STORAGE: 1,700,000+ Bu.

West Flat Storage Building: 714,800± BU.

100'x304', 10,000 bph overhead fill drag conveyor, (2) 10,000 bph reclaim conveyors empty into 10,000 bph belt conveyor that flows into north & south reclaim belt conveyors at east storage, (4) 7.5 hp fans located on north side of the structure

North Ground Pile Storage: 1,000,000± Bu.

15,000 bph overhead transfer belt conveyor, Round pile with center tower distribution spout, (6) 1.5 hp pile center tower hoist winches

DRYER:

Zimmerman Dryer: 5,000 bph, continuous flow, natural gas, 25' x 9' West side control room near dryer.

10,000 bph wet grain bucket elevator

10,000 bph dry grain bucket elevator

Wet Leg: (2) 19,213± Bu. bins with 10,000 bph wet grain bucket elevator

RECEIVING & SHIPPING CAPABILITIES:

In-Bound/Out-Bound Truck Sale

Hydraulic remote intersystem truck probe with 5 hp motor
10'x120' 100 Tonne Scale Mettler Toledo Electronic readout

Rail/Truck Shipping/Receiving (East Side)

Shipping: 60,000 bph

110 car rail spur, (2) staging spurs, 30,000 bph overhead reversing drag conveyor, Drag conveyor empties into a 60,000 bph ez-roll belt conveyor, and a 60,000 bph bulk weigh scale with final delivery to rail car through a 4' gravity tube

Receiving: 15,000 bph

East hopper pit 8' sq grate, Hi-Roller model 42 15,000 belt conveyor, dumping into the north and south bucket elevators through a two-way valve.

Truck Receiving (West Side)

Receiving: 30,000 bph

Pit empties into a 30,000 bph receiving bucket elevator which is then delivered to a 30,000 bph gravity screener before being distributed one of two ways (fines or further delivery throughout system)

OFFICE & CONTROL ROOM: 24'x56' Office Building, (2) Offices, (2) Restrooms, (2) 110 Service Panels, Heat & A/C

STORAGE SHED: 14'x26' Storage Shed Adjacent to Office Building, Concrete Floor, O/H Door

MAINTENANCE SHOP: 50'x25', Steel Frame, Concrete Floors, O/H Door

TAXES (2020): \$23,259.36

TRACT 2: GP7 LOCOMOTIVE

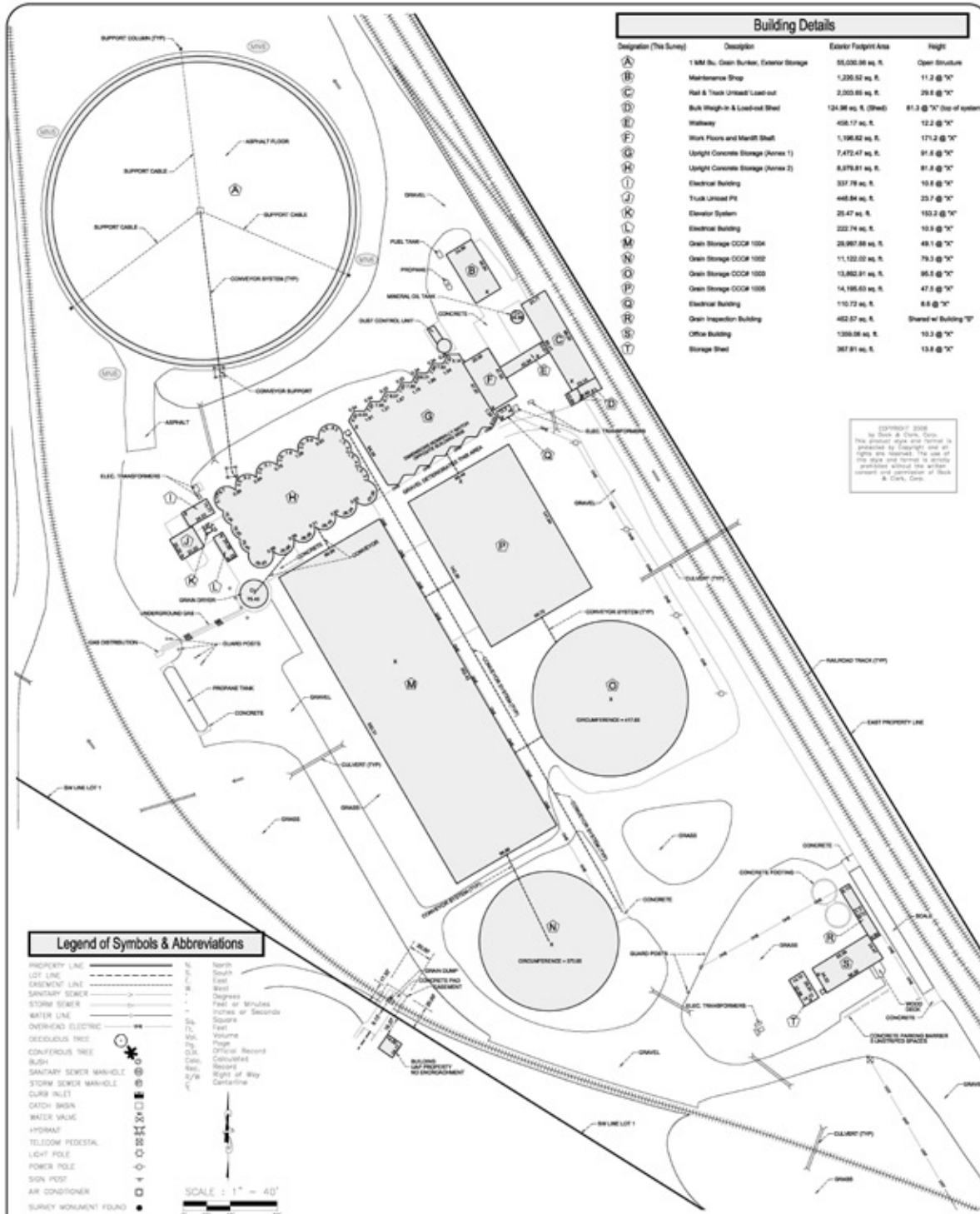
1952 Electro Motive Division Model GP7, S/N:17142, Frame No. 6423-2, EMD 16-567-BC 16-Cylinder Engine S/N: 67-D3-1099, 1,500 HP, 246,000 lbs., unit last serviced by Independent Locomotive Services Bethel, MN February of 2020, work orders available, water blasted and repainted July 2017, operational when last used spring of 2020



TRACT 3: SW9 LOCOMOTIVE

Electro Motive Division Model SW9, EMD 12-567-B 12-cylinder Engine S/N: 5706, 1,200 HP, 248,000lbs, unit last serviced by Independent Locomotive Services Bethel, MN February of 2020, work orders available, operational when last used spring of 2020





Building Details			
Designator (This Survey)	Description	Exterior Footprint Area	Height
A	1 MM Bu. Grain Bunker, Exterior Storage	55,000.00 sq. ft.	Open Structure
B	Maintenance Shop	1,200.00 sq. ft.	11.2 @ 7'0"
C	Rail & Truck Unload Load-out	2,000.00 sq. ft.	20.0 @ 7'0"
D	Bulk Weigh-in & Load-out Shed	124.98 sq. ft. (Shed)	81.3 @ 7'0" (top of system)
E	Walkway	458.17 sq. ft.	12.2 @ 7'0"
F	Work Floors and Market Shed	1,190.62 sq. ft.	171.2 @ 7'0"
G	Upright Concrete Storage (Annex 1)	7,472.47 sq. ft.	91.8 @ 7'0"
H	Upright Concrete Storage (Annex 2)	8,879.81 sq. ft.	81.8 @ 7'0"
I	Electrical Building	337.78 sq. ft.	10.0 @ 7'0"
J	Truck Unload Pit	448.04 sq. ft.	22.0 @ 7'0"
K	Elevator System	28.47 sq. ft.	10.2 @ 7'0"
L	Electrical Building	222.74 sq. ft.	10.0 @ 7'0"
M	Grain Storage CCGP 1004	28,987.88 sq. ft.	49.1 @ 7'0"
N	Grain Storage CCGP 1002	11,122.00 sq. ft.	79.3 @ 7'0"
O	Grain Storage CCGP 1003	13,862.81 sq. ft.	86.5 @ 7'0"
P	Grain Storage CCGP 1005	14,185.03 sq. ft.	47.8 @ 7'0"
Q	Electrical Building	112.72 sq. ft.	8.8 @ 7'0"
R	Grain Inspection Building	452.07 sq. ft.	Shed w/ Building "I"
S	Office Building	130.08 sq. ft.	10.3 @ 7'0"
T	Storage Shed	387.81 sq. ft.	13.8 @ 7'0"

CONTRACT 2008
 by Bock & Clark, Inc.
 This ground plan and technical information is prepared by Bock & Clark, Inc. and all rights are reserved. The use of this data and technical information prepared without the written consent of Bock & Clark, Inc.

Legend of Symbols & Abbreviations

PROPERTY LINE	---	N	North
LOFT LINE	---	S	South
EASEMENT LINE	---	E	East
SANITARY SEWER	---	W	West
STORM SEWER	---	Feet	Feet
WATER LINE	---	Minutes	Minutes
OVERHEAD ELECTRIC	---	Inches or Seconds	Inches or Seconds
DECIDUOUS TREE	○	Vol.	Volume
CONIFEROUS TREE	○	Page	Page
BUSH	○	Optical Record	Optical Record
SANITARY SEWER MANHOLE	○	Comp.	Computed
STORM SEWER MANHOLE	○	Rec.	Record
CURB INLET	○	Right of Way	Right of Way
CATCH BASIN	○	Centerline	Centerline
WATER VALVE	○		
HYDRANT	○		
TELECOM PEDESTAL	○		
LIGHT POLE	○		
POWER POLE	○		
SIGN POST	○		
AIR CONDITIONER	○		
SURVEY MONUMENT FOUND	○		
SURVEY MONUMENT SET	○		
MARKED	○		



Zoning Information

ITEM	REQUIRED	DESIRED	REMARKS
APPROVED USE	AG	AG	AG - Agricultural
MINIMUM LOT AREA	NA	NA	NA
MINIMUM FRONT YIELD	NA	NA	NA
MINIMUM LOT WIDTH	NA	NA	NA
MAX. IMPERVIOUS AREA	NA	NA	NA
MINIMUM SETBACK	NA	NA	NA
MINIMUM FRONT SETBACK	NA	NA	NA
MIN. SIDE/REAR SETBACK	NA	NA	NA
MIN. FRONT YIELD	NA	NA	NA
MIN. FRONT SETBACK	NA	NA	NA
MIN. SIDE/REAR SETBACK	NA	NA	NA
MIN. FRONT YIELD	NA	NA	NA
MIN. FRONT SETBACK	NA	NA	NA
MIN. SIDE/REAR SETBACK	NA	NA	NA

Miscellaneous Notes

- Building setback lines not shown for clarity purposes. Current building types and locations approved by City of Grand Forks. See notes in Zoning Information.
- The south line of the Southeast Quarter of Section 18 is assumed to have a bearing of South 86 degrees 58 minutes 04 seconds West.
- Character of possession of the subject property is in accordance with the described boundary.
- No evidence of cemeteries or burial grounds were observed on, or immediately adjacent to, the subject property at the time of this survey.
- Distance to nearest intersecting street is 275.60' from SE lot corner to the intersection of County Highway No. 81 with 54th Avenue North. (Shown graphically on sheet 1.)
- Existence of earth moving work and recent construction was observed on and near the grain bunker building, designated "A" this street.
- No predicted or planned right of way changes affect the streets adjacent to the subject property, per City of Grand Forks and North Dakota DOT. No evidence of recent street or sidewalk construction observed.
- No evidence observed of site used as a solid waste dump, dump, or sanitary landfill.

Building Notes

- No building street numbers observed in field/ no addresses posted.

JPM Freebird Project
 Grand Forks
 4256 54th Avenue N., Grand Forks, ND

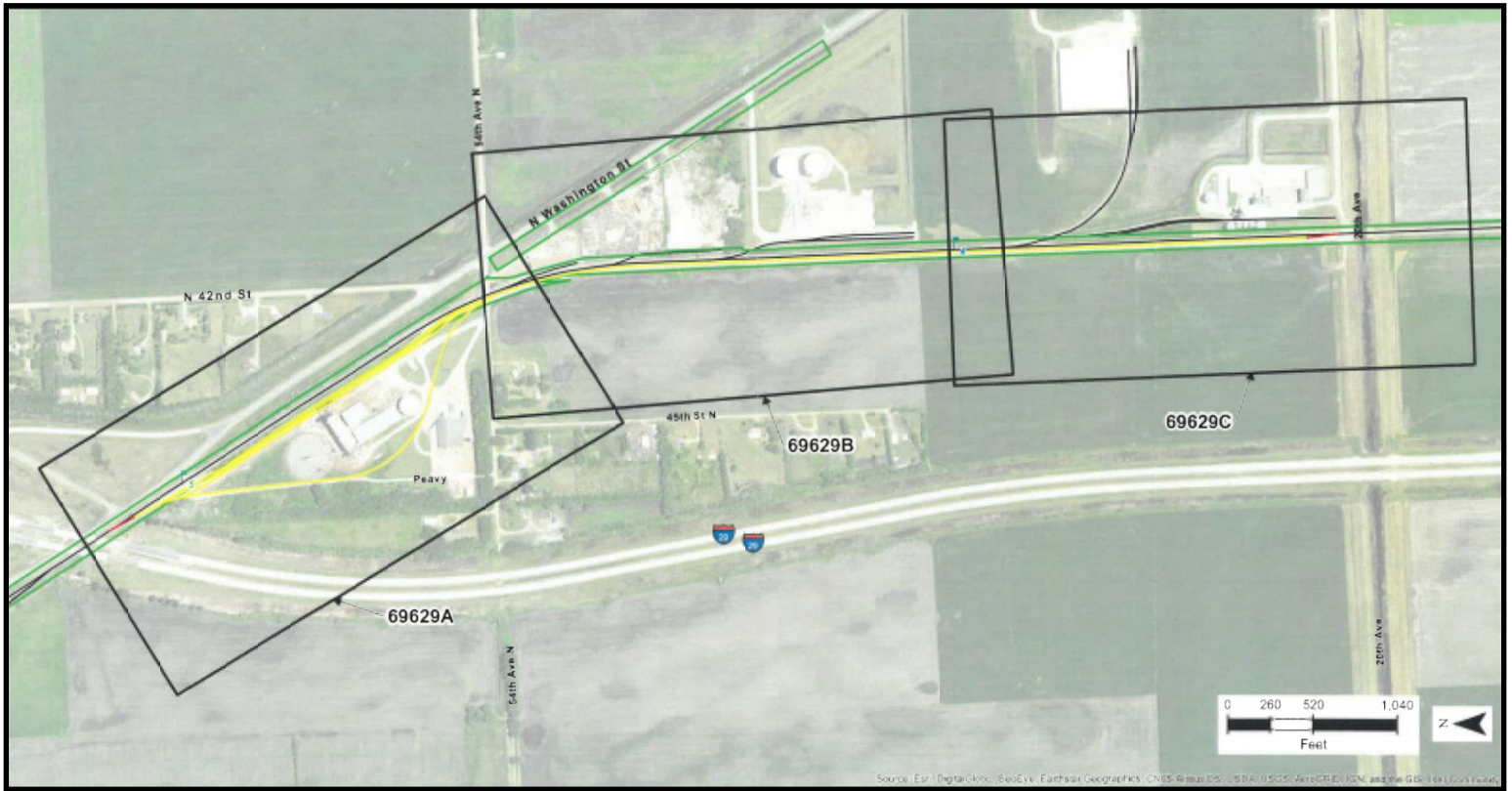
Christopher D. Johnson
 Registration No. 8773
 in the State of North Dakota
 Date of Survey: May 6, 2008
 Date of Last Renewal: August 28, 2008
 Network Project No. 30880425-009

Survey Performed By:
 William, Smith, Noding
 2718 South Washington Street
 Grand Forks, ND 58001
 Phone: 701-785-1876
 Fax: 701-785-1878
 Email: chris.johnson@boc-n.com



Bock & Clark's National Surveyors Network
 National Coordinators of ALTA/ACSM Land Title Surveys
 237 North Cleveland Street, Suite 14-232
 Fargo, ND 58103, Phone: 701-785-8866, Fax: 701-785-8868, www.1800surveys.com



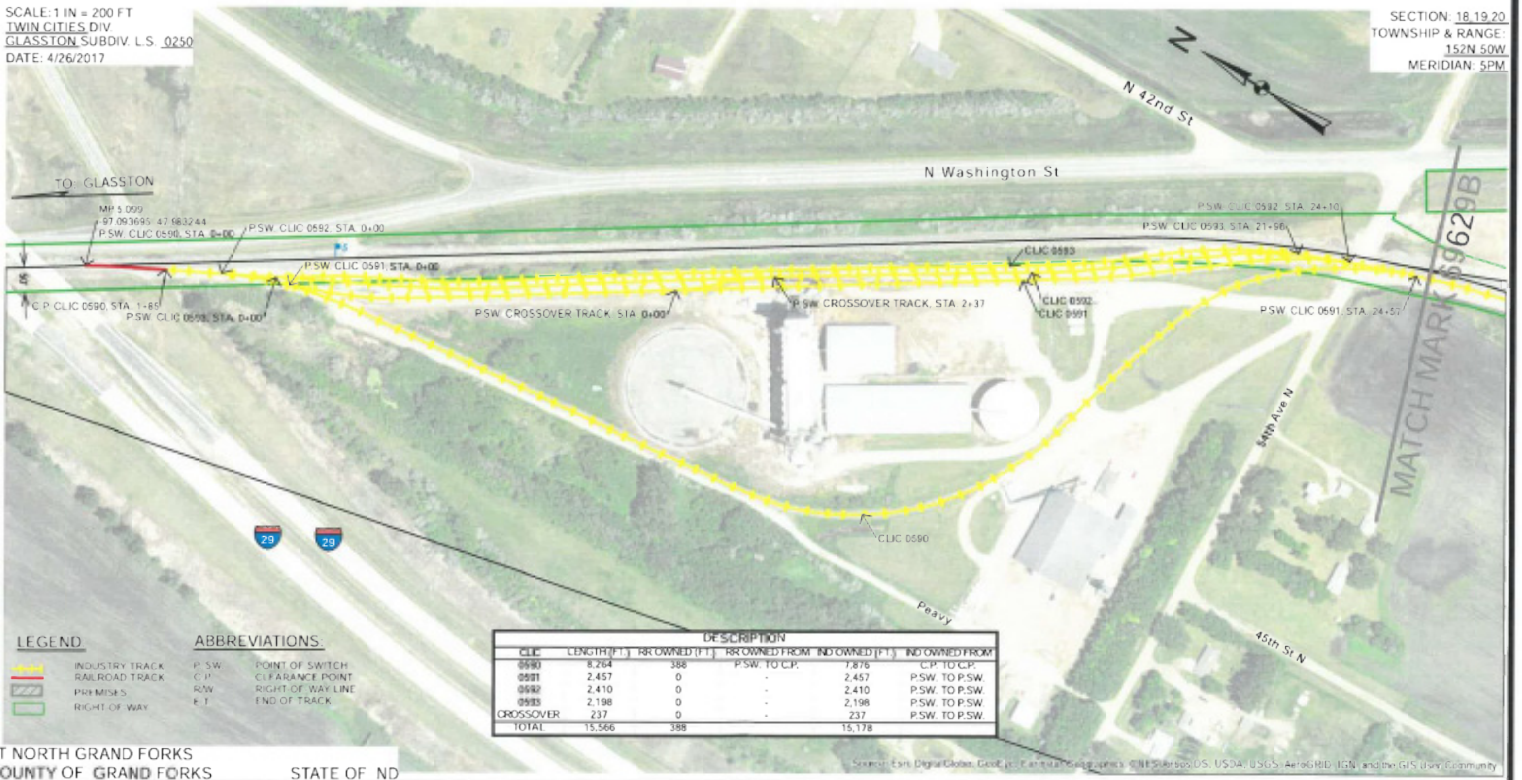


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
VITERRA USA, LLC

SCALE: 1 IN = 200 FT
TWIN CITIES DIV
GLASSTON SUBDIV. L.S. 0250
DATE: 4/26/2017

SECTION: 18.19.20
TOWNSHIP & RANGE:
152N 50W
MERIDIAN: SPM



- LEGEND**
- INDUSTRY TRACK
 - RAILROAD TRACK
 - PREMISES
 - RIGHT OF WAY
- ABBREVIATIONS**
- P.S.W. POINT OF SWITCH
 - C.P. CLEARANCE POINT
 - R.W. RIGHT OF WAYLINE
 - E.T. END OF TRACK

DESCRIPTION					
CLIC	LENGTH (F)	RK OWNED (F)	RK OWNED FROM	IND OWNED (F)	IND OWNED FROM
0590	8,264	388	P.S.W. TO C.P.	7,876	C.P. TO C.P.
0591	2,457	0	-	2,457	P.S.W. TO P.S.W.
0592	2,410	0	-	2,410	P.S.W. TO P.S.W.
0593	2,198	0	-	2,198	P.S.W. TO P.S.W.
CROSSOVER	237	0	-	237	P.S.W. TO P.S.W.
TOTAL	15,566	388		15,178	

AT NORTH GRAND FORKS
COUNTY OF GRAND FORKS STATE OF ND

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

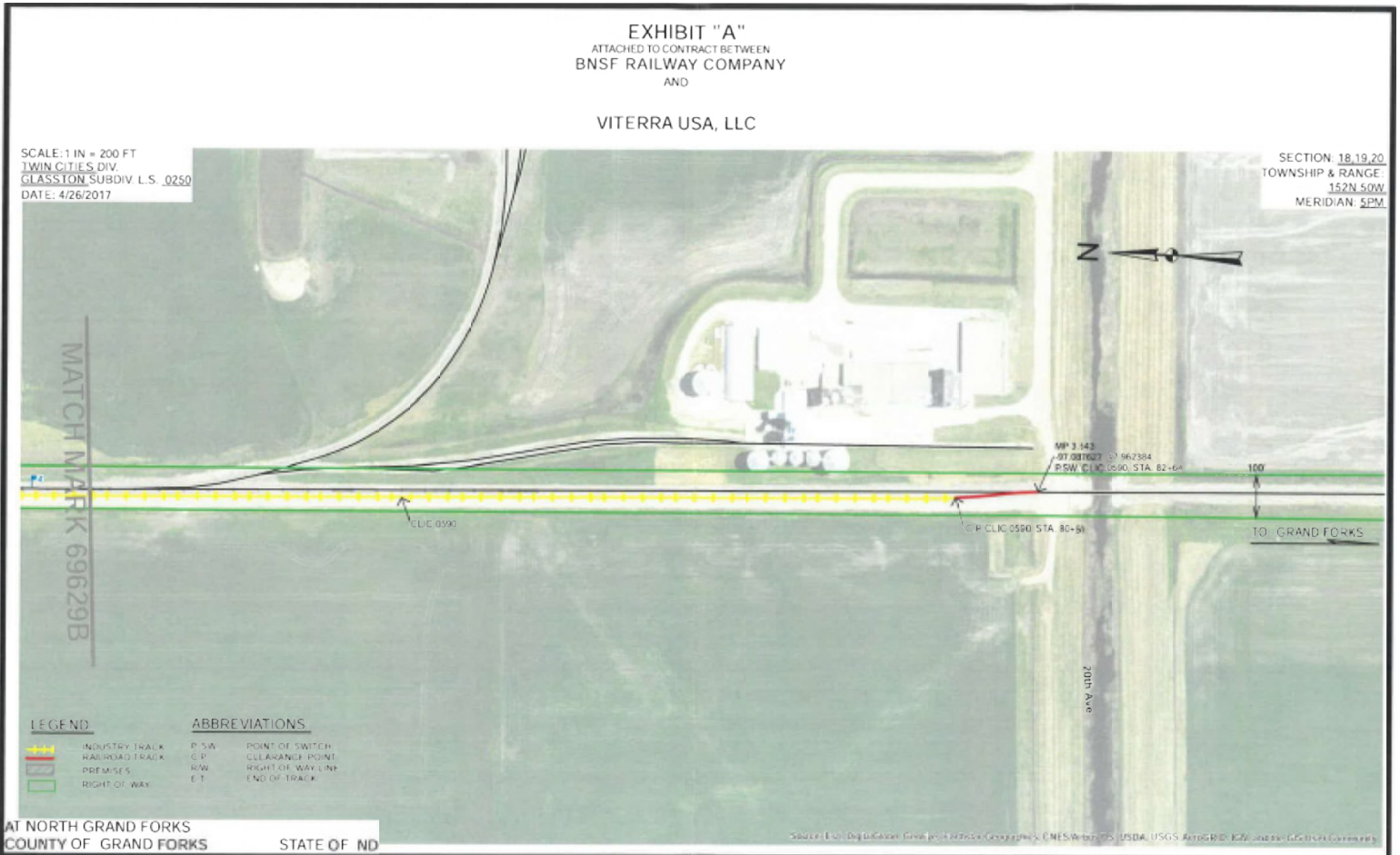
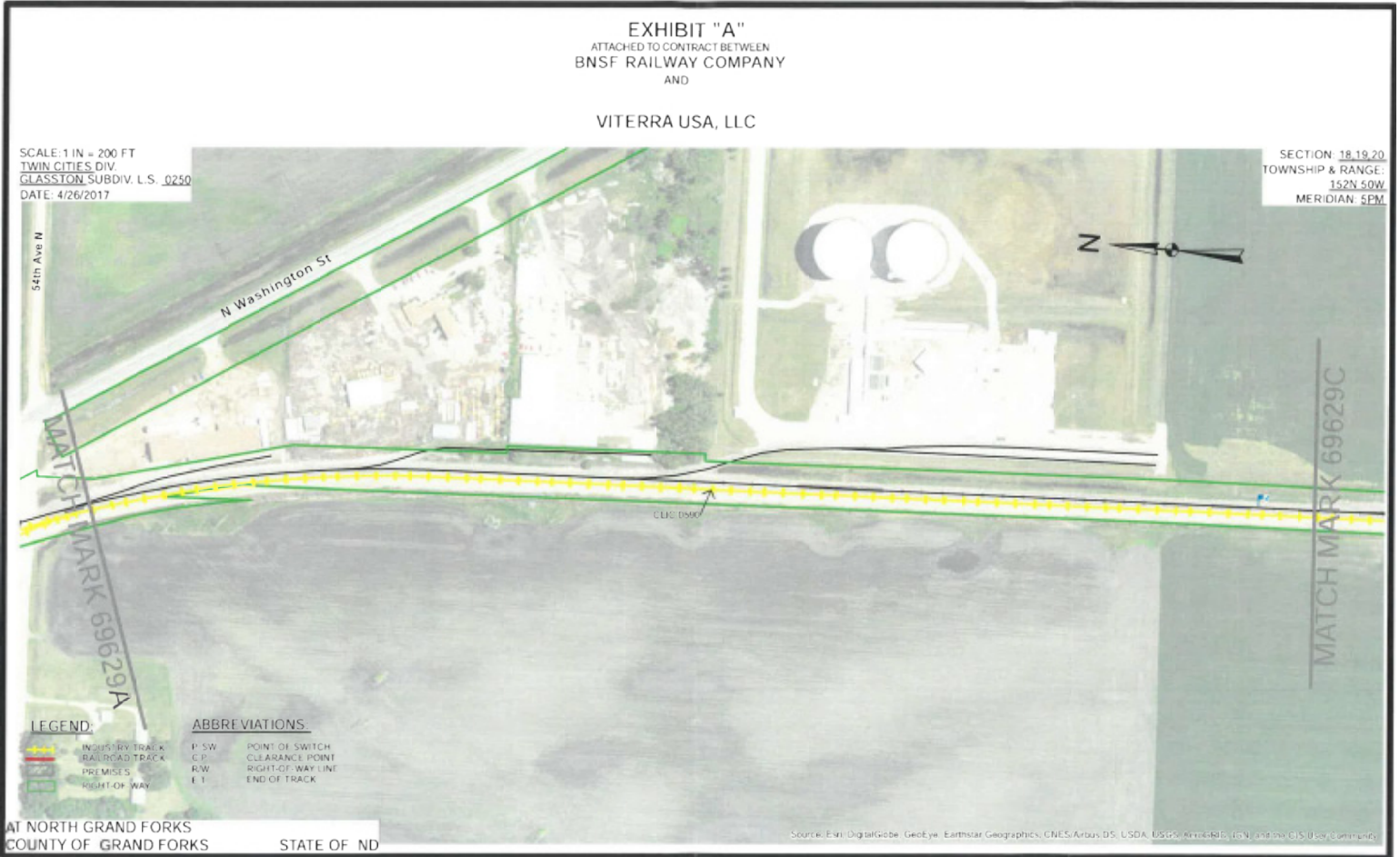


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 TWIN CITIES DIV.
 GLASSTON SUBDIV. L.S. 0250
 DATE: 4/26/2017

SECTION: 18.19.20
 TOWNSHIP & RANGE:
 152N 50W
 MERIDIAN: 5PM

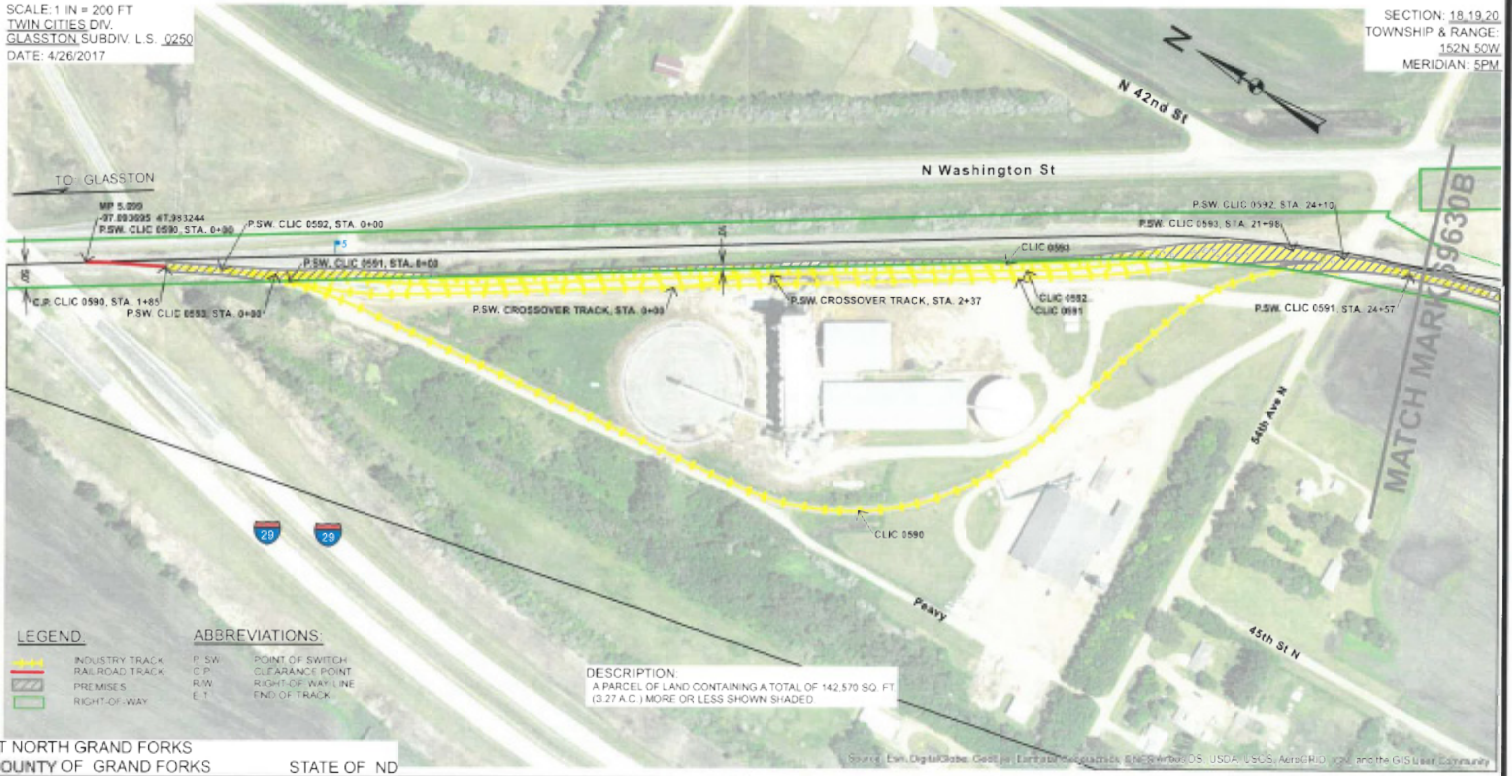


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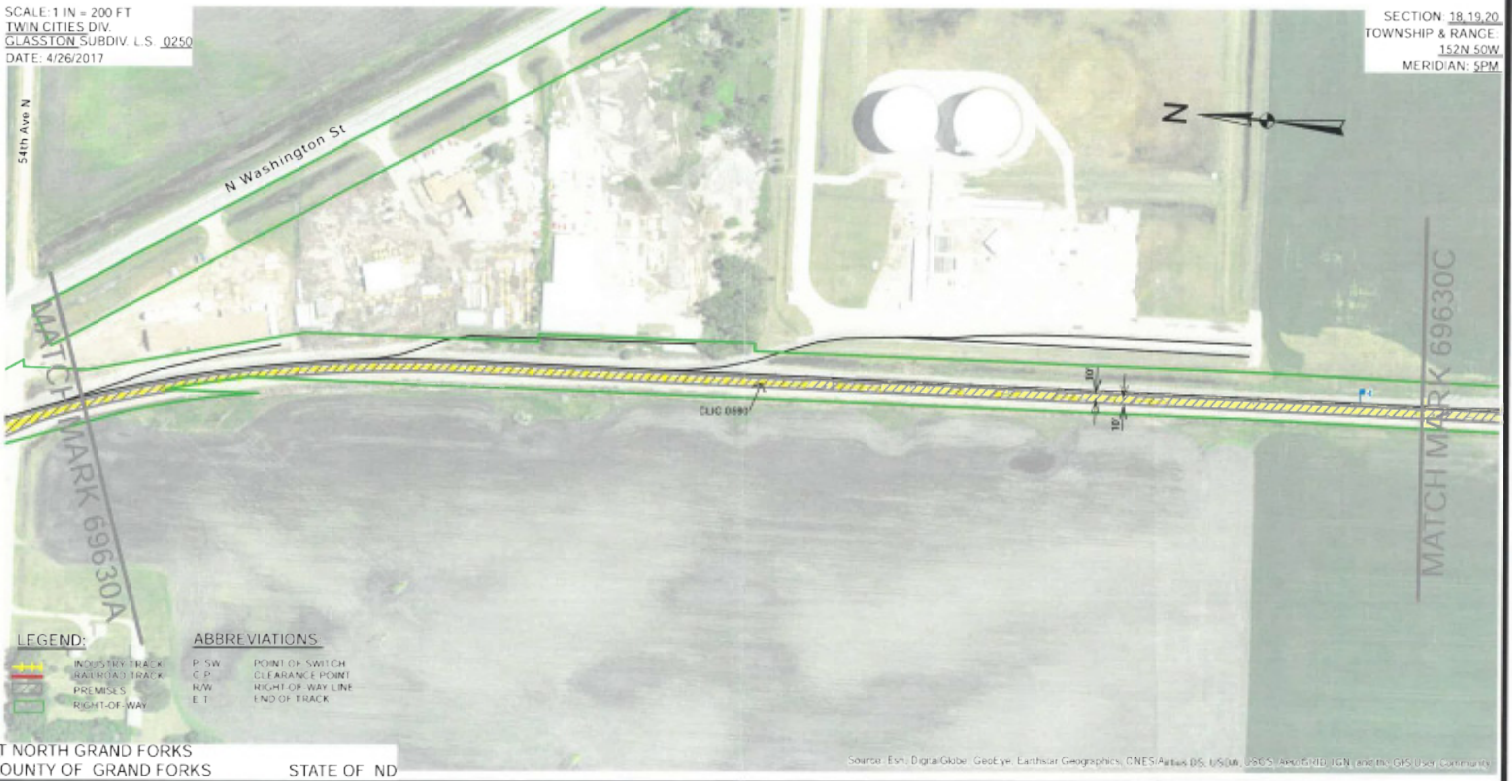


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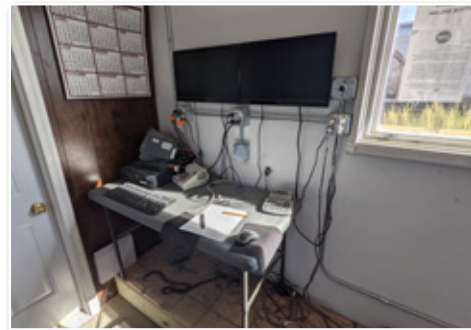
AT NORTH GRAND FORKS
 COUNTY OF GRAND FORKS STATE OF ND



















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:

NORTHERN RRV GRAIN FACILITY

Closes: Tuesday, November 2, 12PM ²⁰²¹



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24400 MN Hwy 22 South
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1688 Hwy 9 | Larchwood, IA 51241
605.789.5677 P | 605.789.5674 F

308.217.4508 | Lexington, NE 68850

2245 East Bluegrass Road
Mt. Pleasant, IA 52641
319.385.2000 P | 319.385.4709 F

641.423.1947 | Mason City, IA 50401

515.432.6000 P | Ames, IA 50010

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