COMMERCIAL & INDUSTRIAL BUILDINGS
Bismarck • Lincoln, ND

Mariner Family

ONLINE ONLY AUCTION

Bidding Opens: Monday, October 26, 2020 – 8:00 a.m. (CT)
Bidding Begins to Close: Wednesday, October 28, 2020 – 1:00 p.m. (CT)

EXCELLENT INVESTMENT OPPORTUNITIES!


Parcel 1


Parcel 2


Parcel 3


Parcel 4

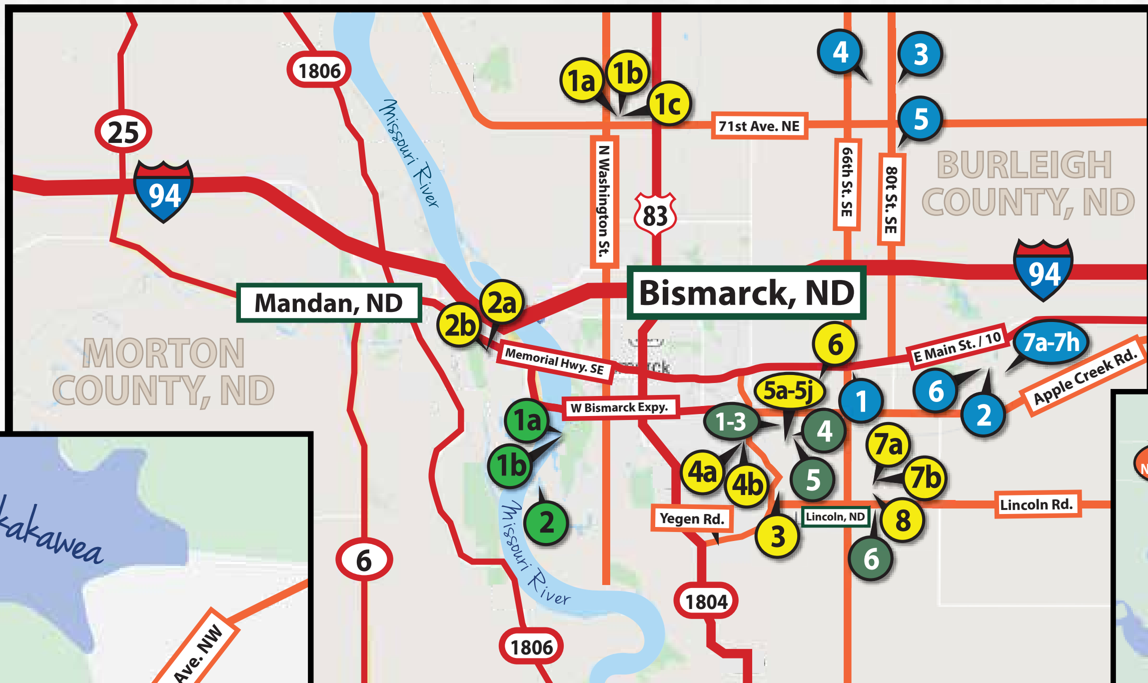

Parcel 5

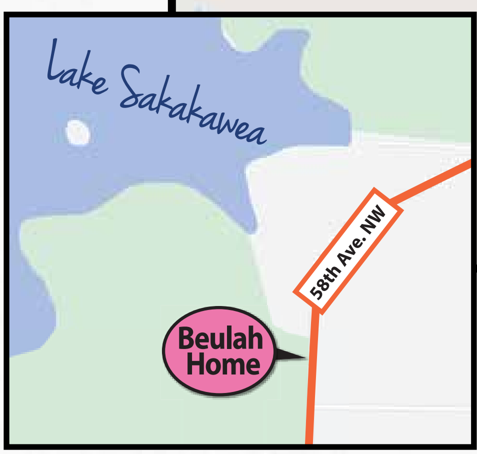

Parcel 6

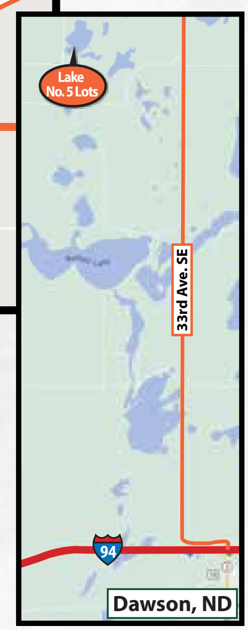
Welcome to the Mariner Family Auction!

AUCTION NOTE: Pifer's Auction and Realty in cooperation with The CRA Group are proud to present The Mariner Family Real Estate Auction. This real estate auction contains an excellent collection of commercial and industrial lots, industrial and commercial buildings, lake and river lots, a beautiful home on Lake Sakakawea, 565 +/- acres of raw land for future residential development, and residential lots in and around the Bismarck/Mandan area.

Some of the properties are being made available for the first time and never before has such a outstanding collection of properties in the Bismarck/Mandan area been made available via public auction. Do not miss out on this once-in-a-life-time event! To view all of the properties, visit pifers.com!







ENDLESS OPPORTUNITIES!

Pifer's AUCTION & REALTY

CRA COMMERCIAL REAL ESTATE ADVISORS™

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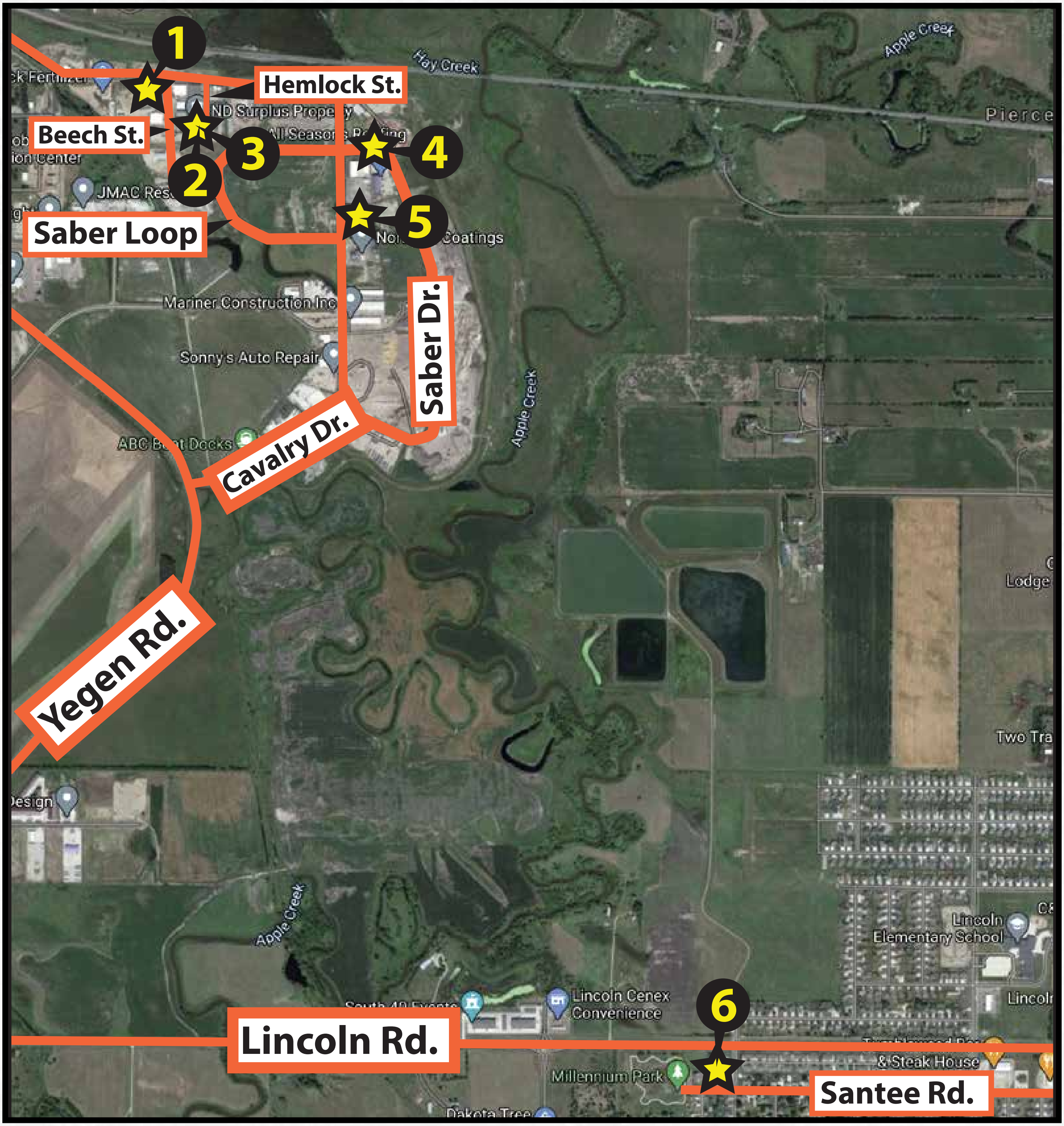
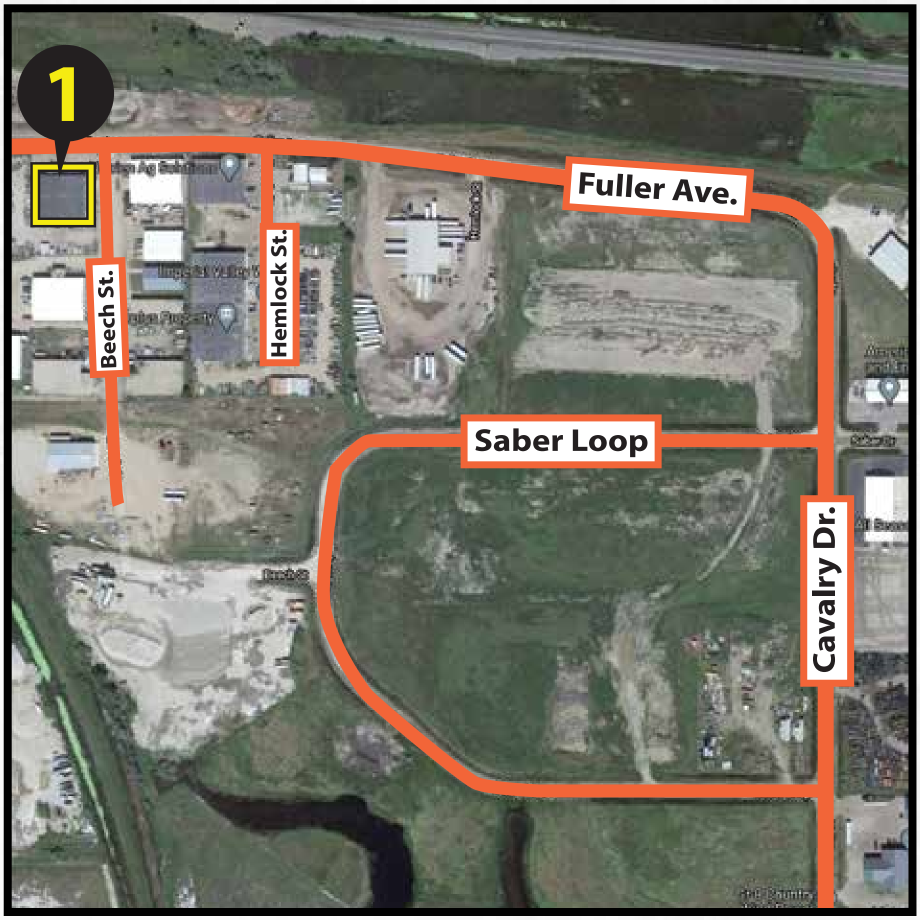
kristyn@thecragroup.com

Pifer's AUCTION & REALTY
1506 29th Ave. S • Moorhead, MN 56560

Commercial & Industrial Buildings Overall Map



Parcel 1



Address: 1244 Beech St. • Bismarck, ND

Lot: 22,652 sq. ft.

Acres: 0.52 +/-

Legal: IGOE'S INDUSTRIAL #1 Block 03 LOT 1 728387; IGOE'S INDUSTRIAL #1 Block 03 LOT 2 728387

PID: 38-138-80-47-03-010, 38-138-80-47-03-020

Taxes (2019): $2,740.91

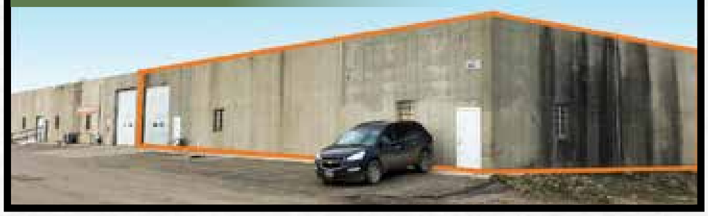
Built in 1975, this 12,000 sq. ft. industrial investment building features:

- **Full leased**
- **800 sq. ft. office with mezzanine**
- **11,200 sq. ft. warehouse**
- **18' ceiling height**
- **Over head and dock doors**
- **Floor drain**
- **New lighting and unit heaters**
- **Easy access to I-94**

Contact Kyle Holwagner with The CRA Group at 701.400.5373 for investment & lease information!

Parcels 2 & 3

Parcel 2



Built in 1979, this 12,000 sq. ft. industrial investment building features:

- **6,000 sq. ft. fully leased**
- **6,000 sq. ft. vacant**
- **18' ceiling height**
- **14' x 14' Over head door**
- **8' x 9' dock door**
- **Floor drain**
- **Well, septic tank**
- **3-phase power**
- **Natural gas unit heater**
- **Common wall**
- **384 sq. ft. office / 11,616 sq. ft. warehouse**

Address: 1260 Hemlock St. • Bismarck, ND

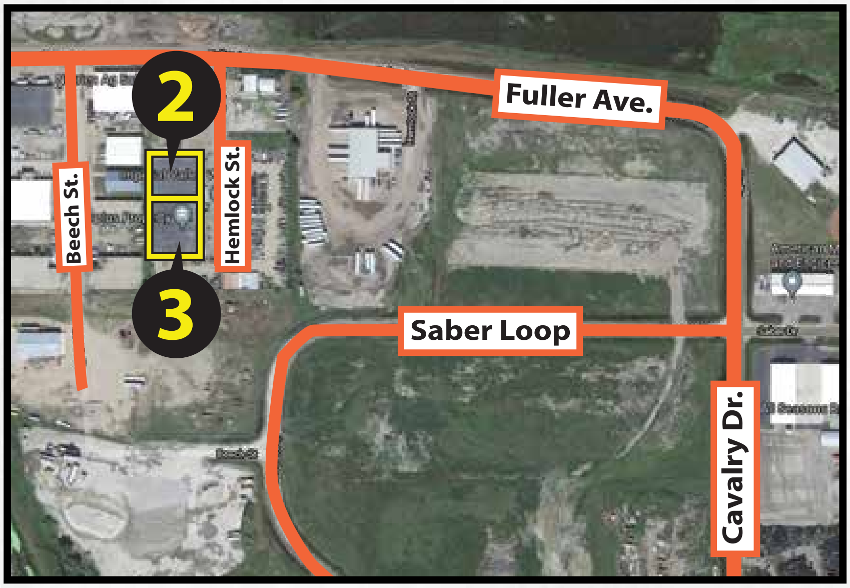
Lot: 24,393 sq. ft.

Acres: 0.56 +/-

Legal: IGOE'S INDUSTRIAL #1 Block 02 LOTS 3 & 4 522633

PID: 38-138-80-47-02-030

Taxes (2019): $2,879.88



Parcel 3

Built in 1979, this 18,000 sq. ft. industrial investment building features:

- **Fully leased**
- **18' ceiling height**
- **14' x 14' Over head door**
- **8' x 8' dock door**
- **Common wall**
- **650 sq. ft. Office / 17,350 sq. ft. Warehouse**

Address: 1278 Hemlock St. • Bismarck, ND

Lot: 102,801 sq. ft.

Acres: 2.36 +/-

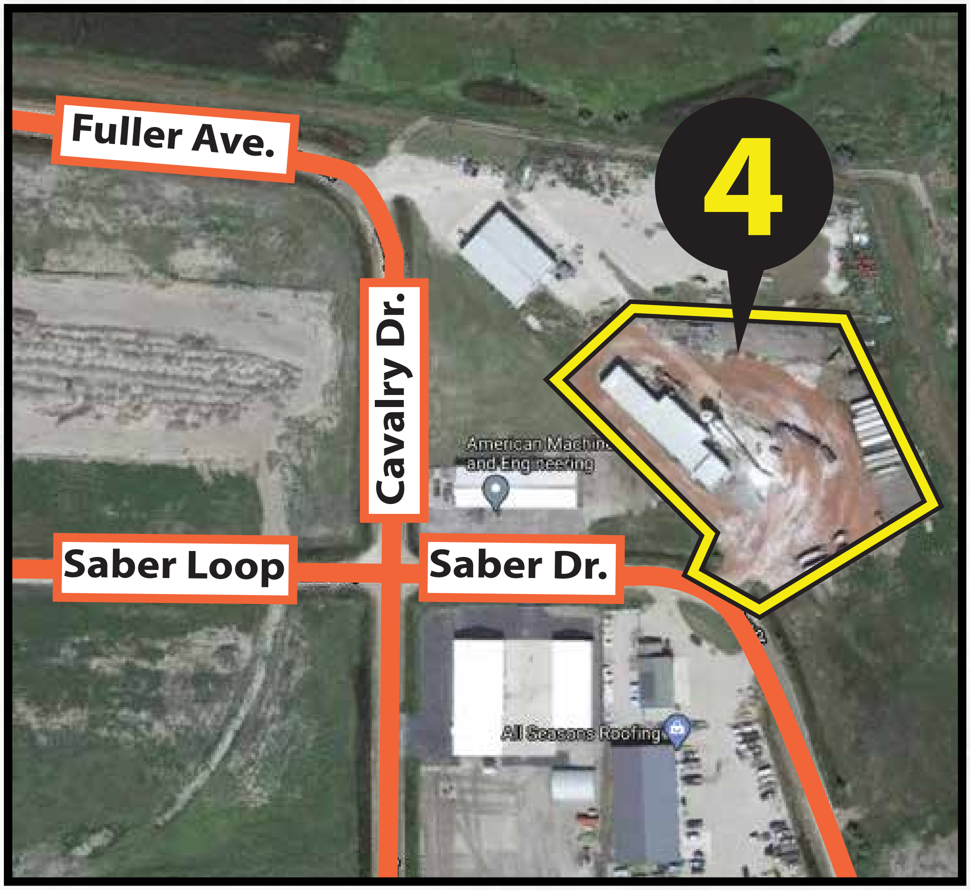
Legal: IGOE'S INDUSTRIAL #1 Block 02 LOTS 5 & 6 522634 (Multple Legal)

PID: 38-138-80-47-02-050

Taxes (2019): $3,664.40

Contact Kyle Holwagner with The CRA Group at 701.400.5373 for investment & lease information!

Parcel 4



Address: 1456 Saber Dr. • Bismarck, ND

Lot: 84,942 sq. ft.

Acres: 1.95 +/-

Legal: APPLE CREEK INDUSTRIAL PARK
REPLAT Block 01 LOT 2

PID: 38-138-80-09-01-020

Taxes (2019): $4,107.24

This 8,500 sq. ft. industrial investment building features:

- **Fully leased**
- **Small office**
- **Restroom with shower**
- **20' sidewall height**
- **Radiant overhead heat**
- **400 amp 480V 3 phase**
- **Full insulated building**
- **Thickened concrete 6" plus**
- **Well, septic holding tank**

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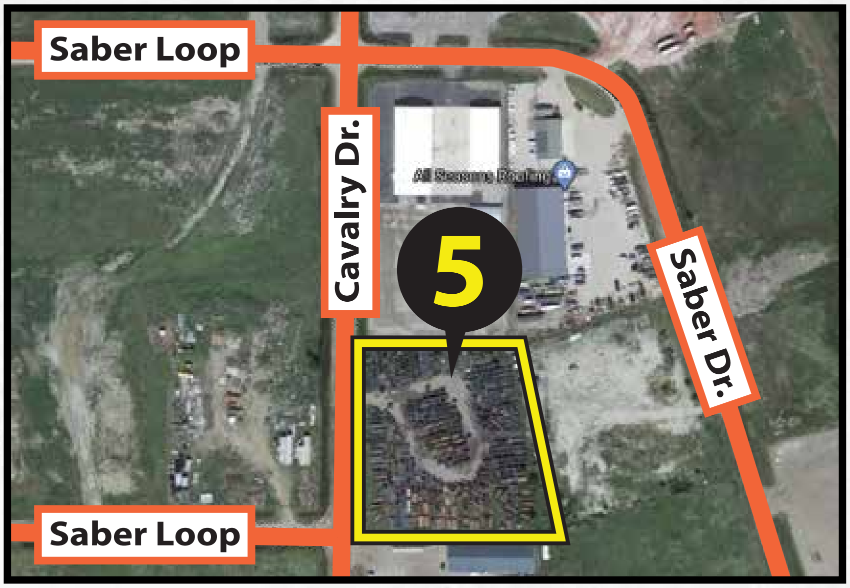
Parcels 5 & 6



Address: 1445 Cavalry Dr. • Bismarck, ND

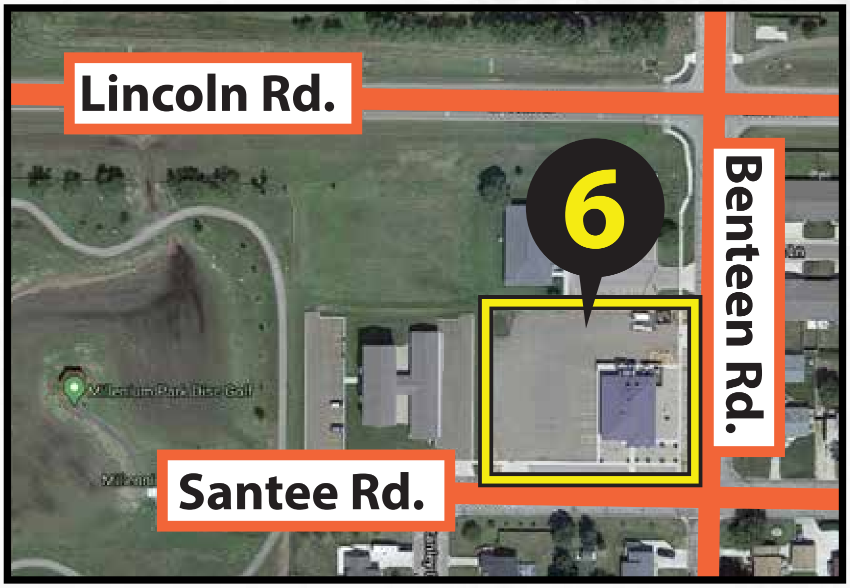
Lot: 88,078 sq. ft.

Acres: 2.021 +/-

Legal: APPLE CREEK INDUSTRIAL PK Block 03 LOT 17 593888

PID: 38-138-80-11-03-170

Investment lot opportunity in south Bismarck. Property currently leased is fully fenced with easy access to I-94. The property has a Waste Management ground lease.



Address: 100 W Santee Rd. • Lincoln, ND

Lot: 38,812 sq. ft.

Acres: 0.89 +/-

Legal: MILLENNIUM PRO PARK RPLT Block 01 LOT 4

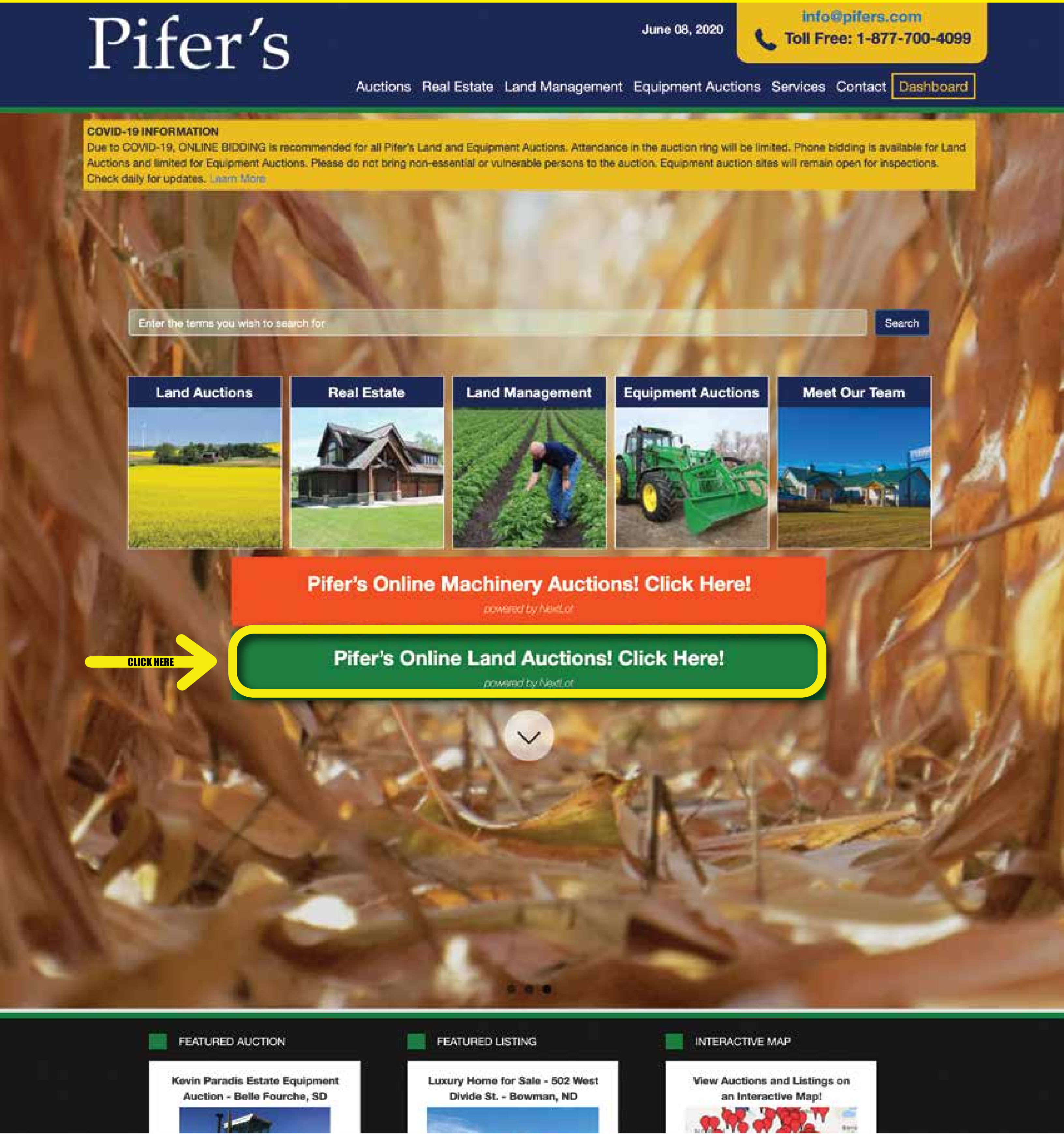
PID: CL-138-79-15-01-040

Taxes (2019): $6,850.21

Well built vacant building with opportunity for a restaurant, bar, gym, studio or any business in the growing city of Lincoln, ND!

Contact Kyle Holwagner with The CRA Group at 701.400.5373 for investment & lease information!

Pifer's Online Bidding • Instructions



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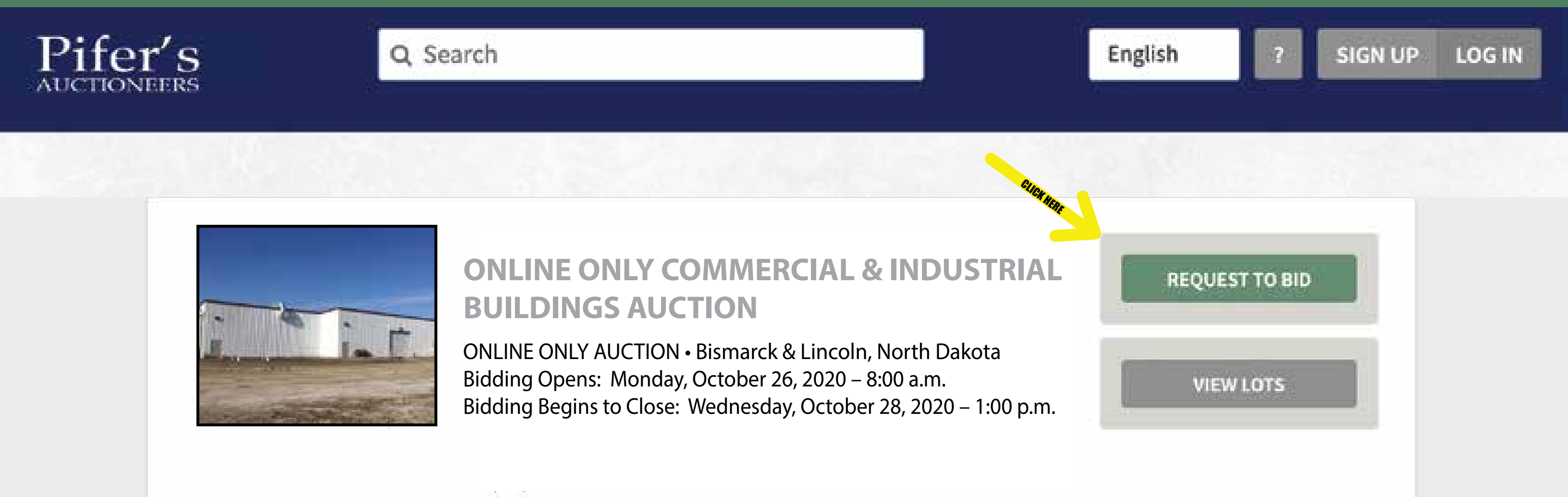
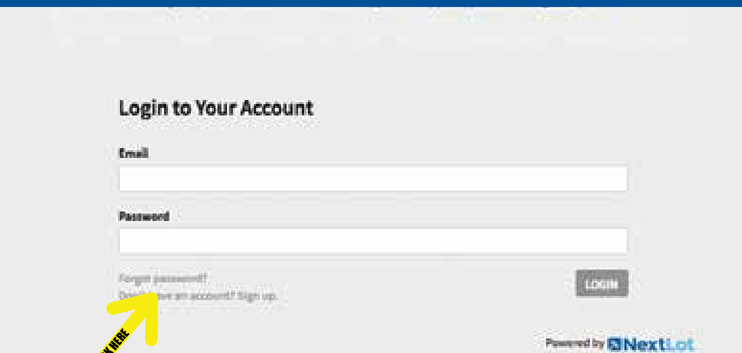
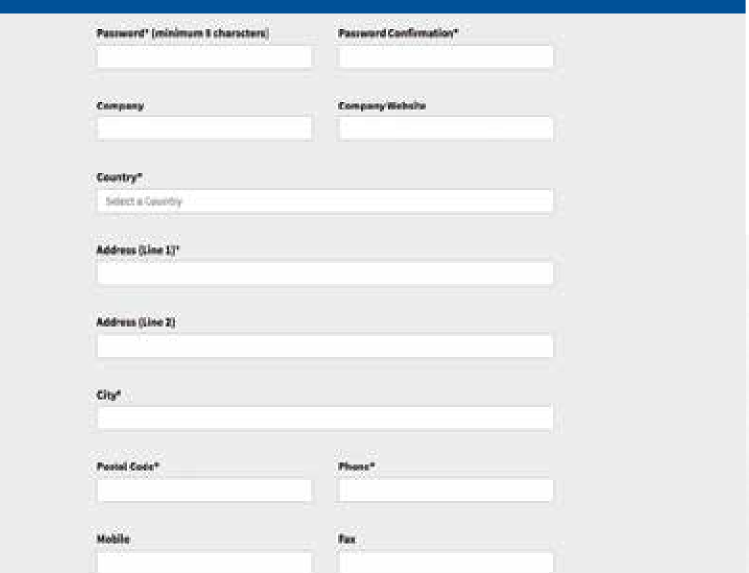


Click the "Request to Bid" link



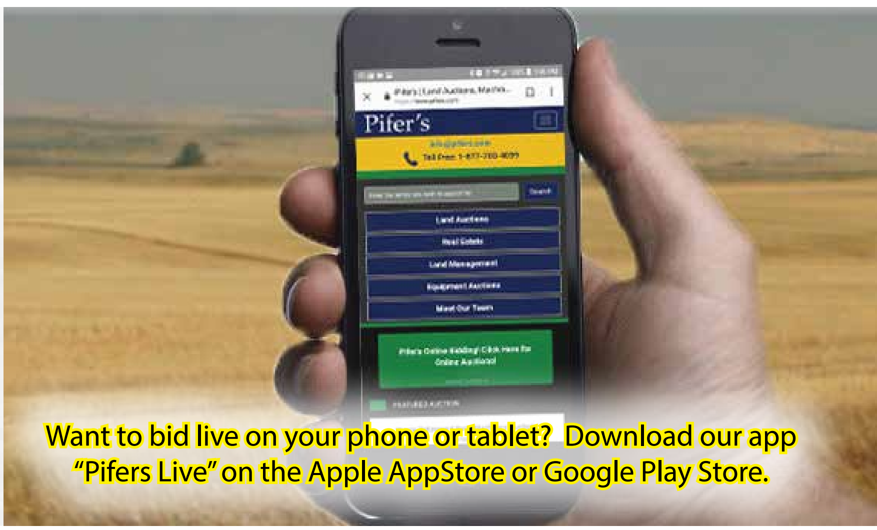
Click "Don't have an account? Sign up"



Enter all your information and accept the Terms & Conditions!

ONLINE BIDDING INSTRUCTIONS

1. Type in www.pifers.com.
2. Click on green box - "Pifer's Online Land Auctions!"
3. Click on the "Request to Bid" link below
4. Click "Don't have an account. Sign up."
5. Enter all your information, make sure to save your information some where you will remember.
6. Read & Accept the Online Bidding - Terms & Conditions.
7. You are now registered to bid for any up coming land or commercial auctions.



Terms & Conditions

1. AUCTION REGISTRATION:
Registration is required to become a qualified and eligible bidder ("Bidder") for the Auction. To become fully registered and eligible to bid, a prospective Bidder must:
(a) Complete the bidder registration located on the website at pifersland.nextlot.com
(b) Fully accept and agree to these Auction Terms and Conditions.
The identity of all bidders will be verified. Bidding rights are provisional, and if complete verification is not possible, the seller will reject the bidder's registration. All bidding is open to the public without regard to a prospective bidder's sex, race, color, religion, or national origin.
WHETHER OR NOT YOU ACTUALLY INSPECT THE PROPERTY, YOU WILL BE BOUND TO ACCEPT THE PROPERTY "AS IS" AND WITH ALL FAULTS AND DEFECTS AND WITH NO EXPRESSED OR IMPLIED WARRANTY AS TO MARKETABILITY OR THE CONDITION THEREOF. It will be your responsibility to make any needed repairs, improvements or compliance requirements to bring the property to applicable codes. Sellers reserve the right to reject any and all bids.

2. WINNING BID, TOTAL PURCHASE PRICE, EARNEST MONEY DEPOSIT & PURCHASE AGREEMENT:
(a) Immediately following the close of the auction event, if the bids are deemed acceptable, the Winning Bidder for the property will be required to execute, as Buyer ("Buyer"), the Real Estate Purchase Agreement and applicable Addendums, if any, ("Agreement") with no exceptions, and tender the earnest money deposit. No modifications to the form of the Agreement will be accepted. Failure to execute the Agreement in the form presented or to tender the earnest money deposit may result, at the Seller's option, in a voiding of the sale and resulting in the sale of the property to the next high bidder, or placement of the property back on the market. Winning Bidders not executing and returning their Agreement with earnest money deposit within may be considered in default and subject to Administrative Fees and liable for failure to specifically perform. All Administrative Fees are non-refundable. The required earnest money deposit shall be held in a trust account with the Seller's designated closing agent pursuant to the terms of the Agreement.
(b) The Earnest Money Deposit shall be equal to 10% of the Total Purchase Price and is NON-REFUNDABLE. The Pifer Group Inc, dba Pifer's Auction Company, Broker and the Seller assumes that the bidders have inspected the property and are satisfied with the conditions of such property and accept that property in an "as is," "where is" condition. The buyer agrees to hold The Pifer Group, Inc. Broker and the Seller harmless regarding any representation as to the status, zoning, condition and any other material representation regarding this property.
(c.) All high bid(s) will only be considered binding upon seller when seller signs Purchase Agreements. Whether or not the bidding Internet platform indicated "sold" or "closed" the acceptance of high bid is only binding upon seller when seller signs Purchase Agreement.

3. CLOSING AND PAYMENT OF TOTAL PURCHASE PRICE:
(a) The Closing date ("Closing") will be on or before December 14, 2020, unless extended by Seller.
(b) The Total Purchase Price will be due and payable by Buyer at Closing. Buyer shall receive credit for the Earnest Money Deposit which shall be released from escrow and applied by the Settlement Agent towards the Total Purchase Price at Closing.
(c) Time shall be of the essence as to all of Buyer's obligations. Any buyer not closing within the contractual time period to close may forfeit his / her earnest money. Please review the Seller's Sample Real Estate Purchase Agreement to determine closing requirements.
(d) It is understood and agreed, when represented, that title to the property shall be insurable after closing and will be conveyed to the Buyer by Warranty Deed (the "Deed"). The acceptance of the Deed by Buyer shall constitute and be deemed and considered full compliance by the Seller of all the terms and conditions of the Agreement on the part of the Seller to be performed. It is further expressly agreed that none of the provisions of the Agreement shall survive the delivery and acceptance of the Deed, except insofar as may therein otherwise be expressly and specifically provided.
(e) Buyer agrees that the Property is subject to all laws, ordinances, codes, rules and regulations of applicable governmental authorities pertaining to the ownership, use and occupancy of the Property including, but not limited to, zoning, land use, building codes, and agrees to take title subject to such matters, and the following permitted exceptions: (i) all covenants, restrictions, easements and agreements of record now on the Real Property; (ii) the state of facts which would be shown by a current survey or inspection of the Real Property; (iii) any matter created by or through Buyer; (iv) any title matters which Buyer has accepted or is deemed to have accepted as set forth in the Agreement; (v) such other items that will not make the Real Property unusable or unmarketable for the purposes for which it is currently used. . (vi) It is the Purchaser's responsibility to make needed repairs or improvements, if any to bring the property up to necessary state, local, and federal codes. The Pifer Group, Inc., Broker and the Seller obtained information from sources deemed reliable, but do not guarantee its accuracy. Due diligence of property and related information by buyer is strongly recommended.

4. BUYER'S NOTE:
(a) The sale of the Property is an "All Cash" transaction and shall not be subject to any financing, other contingencies, or post Auction due diligence. Buyer will be solely responsible for making Buyer's own financial arrangements.
(b) The Seller, Broker, Auctioneer and their respective representatives, attorneys, agents, and sub-agents, assume no liability for errors or omissions in this or any other property listing or advertising or promotional / publicity statements and material. The Seller, Broker, Auctioneer and their respective representatives, attorneys, agents and sub-agents, make no guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional / publicity statements and material. Neither Seller, nor Broker nor Auctioneer nor their respective representatives, attorneys, agents, and sub-agents has any obligation to update this information. Neither Seller, nor Broker, nor Auctioneer nor their respective representatives, attorneys, agents, and sub-agents, have any liability whatsoever for any oral or written representations, warranties, or agreements relating to the Property (including information appearing in advertisements or announcements / updates prior to the time of the Auction) except as is expressly set forth in the Agreement.
(c) The Property is sold in its "AS IS" condition with all faults and limitations and no warranties expressed or implied. All Bidders are encouraged to inspect the Property prior to placing any bid and the Winning Bidder, as Buyer, acknowledges that he/she/it has had a reasonable opportunity to inspect and examine the condition of the Property and make inquiries of applicable governmental authorities pertaining to Buyer's proposed use of the Property prior to the Auction as Buyer has deemed necessary or desirable. (d) Competitive bidding is an essential element of an Auction sale, and such a sale should be conducted fairly and openly with full and free opportunity for competition among bidders. Any conduct, artifice, agreement, or combination the purpose and effect of which is to stifle fair competition and chill the bidding, is against public policy and will cause the sale to be set aside. Collusion / Bid Rigging are a Federal Felony punishable by imprisonment and fine. Seller will report all illegal conduct to the F.B.I. and cooperate with any prosecution.
(e) The Seller in its absolute sole discretion reserves the right to amend, negotiate, modify, or add any terms and conditions to these Terms and Conditions and to announce such amendments, modifications, or additional terms and conditions on, during or before the Auction. The seller reserves the right to reject any and all bids. All high bids will only be binding upon seller when seller signs purchase agreement.
(f) Back-up bids will be recorded and received. Should the Property not close with the original winning bidder (Buyer), the Seller in its sole discretion will have the option to pursue back-up bids.
(g) Review of the Agreement (Sample Real Estate Purchase Agreement and applicable Addendums) before making any bids is strongly recommended. No modification to the form of the Agreement will be accepted, at Seller's sole discretion.
(h) The Property may be withdrawn at any time without notice and is subject to additional deletions and / or prior sales. All Pre- Auction offers are encouraged and will be considered.
(i) The purchase is not contingent on obtaining financing or qualification.
(j) The CRA Group, LLC, a co-broker, represents the Seller with regard to the sale of all real property subject to the Auction, and therefore may participate in advertising and marketing the real property for sale; however, The CRA Group, LLC will not be conducting the sale of any real property during or as a part of the Auction, as an auctioneer, clerk or otherwise. Instead, the Auctioneer is conducting the sale of all real property during and as a part of the Auction. Accordingly, neither The CRA Group, LLC nor its representatives, attorneys, agents, or sub-agents shall be liable for any errors or omissions that may arise during or as a part of the Auction.

Terms & Conditions

5. ANNOUNCEMENTS:
All announcements and updates prior to the Auction will take precedence over all previously printed material and any other oral statements made. As a bidder it is your responsibility to know and understand all announcements/updates before the auction begins. In the event of a dispute over any matter, the Seller shall make the sole and final decision and will have the right either to accept or reject the final bid or reopen the bidding. Bidding increments and order of sale shall be at the sole discretion of the Seller.

6. ONLINE BIDDING:
The Auction is being conducted solely by Online Internet bidding via the nextlot.com. All Interested bidders must obtain, fully complete and accept the proper forms as indicated in item 1 (a) and (b) above in order to receive your secure password and user ID with instructions allowing access to the online bidding platform.

7. DEFAULT:
If the Buyer fails to comply with any of these Terms and Conditions, or if the Closing shall not occur on or before closing date because of the fault of Buyer, the Seller may retain the earnest money deposit and any required deposit(s) under the Agreement as liquidated damages and not as a penalty. By retaining the deposits, Seller does not waive any right or remedies it may have because of the Buyer's default. It is intended hereby that all of the rights and remedies of Seller available either pursuant to the terms of this Agreement, or under the law or otherwise, are cumulative and not exclusive of any other such right or remedy.

8. REPRESENTATIONS:
All information was derived from sources believed to be correct but is not guaranteed. Bidders shall rely entirely on their own information, judgment, and inspection of the Property and records. Neither Seller, Broker, Auctioneer nor their respective representatives, attorneys, agents, and sub-agents makes any representation or warranties as to the accuracy or completeness of any information provided. All sizes, dimensions, drawings are approximations only.

9. OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE:
All bidders are subject to providing appropriate government identification that includes full legal name and date of birth. In addition, all bidders are subject to being required to disclose their place of birth. By providing this information bidders agree to allow Seller to perform a search of the Specially Designated Nationals List, Blocked Persons List and Sanctioned Country List provided by the United States Office of Foreign Assets Control. Seller reserves the right to reject any bidder from registration after this search has been completed. By registering all bidders agree to abide by all of these Terms and Conditions.
10. RESERVE AUCTION SUBJECT TO SELLER CONFIRMATION:
This is a reserve auction, subject to seller confirmation. The suggested opening bid will be posted on each parcel. The seller has set an unpublished reserved price that is higher than the suggested opening bid. At the close of the auction event, the winning bid will be presented to Seller for confirmation. Seller will either accept, reject or counter the High Bid, depending on whether it meets or exceeds the seller's unpublished reserve price.

11. BIDDING PROCESS:
All bids are an irrevocable offer to buy and shall remain valid and enforceable until the Seller signs a Real Estate Purchase Agreement and the auction has concluded. The bidder's number, secure password and user ID is nontransferable.

13. ENVIRONMENTAL DISCLAIMER:
The Seller, Broker, Auctioneer, agents, and their agents, contractors and employees do not warrant or covenant with Buyer(s) with respect to the existence or nonexistence of any pollutants, contaminants, mold, or hazardous waste prohibited by federal, state or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from or into the premises. Buyer is to rely upon its' own environmental audit or examination of the premises.

14. ACREAGE:
All acreages are approximate. If there is a discrepancy between Seller or its representative and the actual acreage as determined by a surveyor or other legal documents, the price will only be adjusted with seller confirmation. The statements, while not guaranteed, are from reliable sources. Any costs incurred in establishing boundaries shall be the responsibility of the Buyer. The sale is subject to easements, right-of-way, reservation and/or restrictions of record.

15. ALL SALES ARE FINAL:
By registering and bidding, the Buyer acknowledges they understand accept and agree to these Terms and Conditions. The Buyer acknowledges that they have read the Sample Real Estate Purchase Agreement and Addendum and the Terms and Conditions of the Auction Sale posted on the website and accept the Real Estate Purchase Agreement without any changes to the pre-printed text. The Buyer must sign the contract Addendum after the Auction concludes and deposit the required earnest money deposit as instructed. In the event a Winning Bidder fails to submit the signed Addendum and earnest money deposit as stipulated in the Agreement, the Winning Bidder will be charged an Administrative Fee. Additional default remedies are reserved by the Seller as provided in these Terms and Conditions. All administrative Fees are Non-Refundable.

16. HOLD HARMLESS:
Seller, Broker, and Auctioneer cannot, and will not, be held responsible for any interruption in service, errors, and / or omissions, caused by any means, therefore they cannot guarantee continual, uninterrupted or error free service as the website could be interfered with by means out of their control. Bidder acknowledges that the online auction is conducted electronically and relies on hardware and software that may malfunction without warning. The Seller may void any sale, temporarily suspend bidding and re-sell the Property that was affected by any malfunction. The decision of the Seller is final. Bidder agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of any transaction being conducted during the auction.

17. DEFINITIONS:
For purposes of these Terms and Conditions, (i) "Auctioneer" refers to Pifer Group Inc, dba Pifer's Auction Company, and (ii) "Broker" collectively refers to Pifer Group Inc, dba Pifer's Auction Company and to The CRA Group, LLC, each of whom is a co-broker for the sale of all real property subject to the Auction.

ACKNOWLEDGMENT AND ACCEPTANCE:
The Undersigned Bidder acknowledges receipt and copy of these Terms and Conditions and having read and understood the provisions set forth therein, accepts same and agrees to be bound thereby. Facsimile and electronic signatures will be treated and considered as original.

This sale is managed by Pifer's Auction & Realty, Kevin Pifer, ND #715. Buyers are encouraged to perform due diligence on the property prior to bidding.

BID ONLINE AT
pifersland.nextlot.com

Pifer's

Pifer's
AUCTION & REALTY
Kevin Pifer, ND #715

www.pifers.com

thecragroup.com

CRA COMMERCIAL REAL ESTATE ADVISORS™
Kyle Holwagner, ND #6895