

ONLINE ONLY 6.67 +/- Acres • Morton County, ND

LAND AUCTION

Opens: Monday, March 25, 2024 – 8:00 a.m.

Closes: Thursday, March 28, 2024 – 12:00 p.m.



OWNER: Private Party



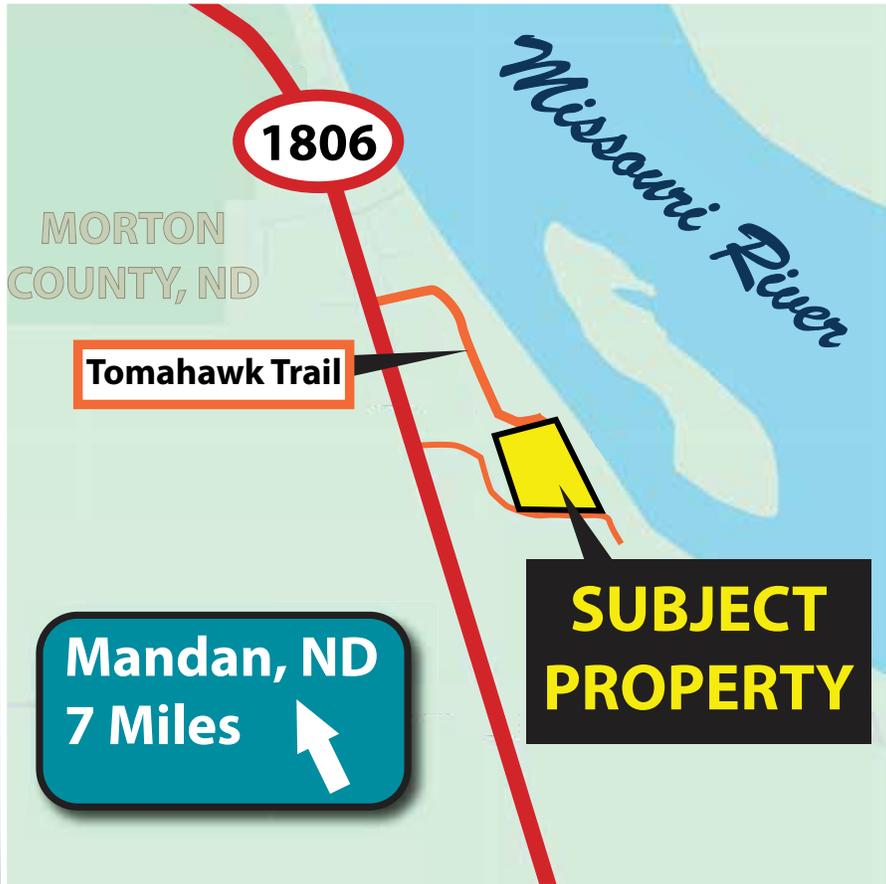
Pifer's
LAND AUCTIONS

701.475.7653

www.pifers.com

AUCTION NOTE

The best way to say it, this once in a lifetime riverfront land offering is a dream property! Just south of Fort Abraham Lincoln State Park, this property boasts mature trees and breathtaking views of the Missouri River just minutes from the Bismarck /Mandan metro area. This is an extremely rare opportunity to purchase some of the most scenic property North Dakota has to offer. This property is sure to awe you from every view, so do not miss this chance!



DRIVING DIRECTIONS

From the ND Hwy. #1806 and East Main St. interchange in Mandan, ND, go 7.2 miles south on ND Hwy. #1806 to Tomahawk Trail. Go east on Tomahawk Trail for a ¼ mile. Here you will be at the northwest corner of the property.

CONTACT

Darin Peterson

701.220.5396 • darin@pifers.com

Bob Pifer

701.371.8538 • bob@pifers.com



PROPERTY INFORMATION

Acres: 6.67 +/-
Legal: Lot 12 Riverfront Estates in 30-138-80
Taxes (2022): \$37.97

- All lots will have sanctioned access to Hwy. #1806 (sanctioned by NDDOT) via the existing Tomahawk Trail access point.
- The roadway within the subdivision will continue to have “private road” status, 60 feet in width, maintained by the residents of the subdivision.
- All lots will have an “entitlement” which among other things, allows the landowner to seek a residential housing building permit from Morton County and such building permit will not be unreasonably withheld.
- The “Riparian” rights are preserved for the landowner(s). Note – this plan now depicts both the constructable portion of the lot (the high-bank delineation) and the “riparian” portion (land which comes with the lot but is at or below the ordinary high-water mark of the Missouri River. The subject 6.64 acre lot (Lot #12) on the new plat, does not include the “riparian” portion.



ONLINE BIDDING INSTRUCTIONS

STEP 1

The screenshot shows the Pifer's website homepage. At the top left is the Pifer's logo. To its right is the date "December 15, 2023" and contact information: "info@pifers.com" and "Toll Free: 1-877-700-4099". A navigation menu includes "Auctions", "Real Estate", "Land Management", "Equipment Auctions", "Fall Catalog", "Services", and "Contact". Below the navigation is a search bar with the placeholder text "Enter the terms you wish to search for" and a "Search" button. A large blue banner reads "PIFER'S TRUSTED EQUIPMENT SALESMEN! CALL TODAY TO BOOK YOUR EQUIPMENT!". Below this banner are five photos of equipment salesmen with their names and contact information: Mike Urbach (507.317.7188), Chris "Chrispy" Prochnow (701.960.9114), Christian Miller (218.330.0852), John Soreide (701.206.0761), and Kyle Waller (605.409.8850). Below the team photos is a section for "AMERICA'S LAND AUCTIONEER RADIO SHOW" with a "CLICK HERE TO LISTEN!" button and a headphones icon, and the text "7 A.M. SATURDAYS". Below the radio show are three location listings: "KFYR - BISMARCK, ND", "WDAY & THE FLAG - FARGO, ND", and "THE FLAG WEST - TIOGA, ND". A row of five category tiles follows: "Land Auctions" (yellow field), "Real Estate" (cabin), "Land Management" (farmer in field), "Equipment Auctions" (green tractor), and "Meet Our Team" (farmhouse). Below these are two auction banners: a red one for "Pifer's Equipment Auctions & Online Bidding! Powered by NextLot" with images of red and green tractors, and a green one for "Pifer's Land Auctions & Online Bidding! Powered by NextLot" with an image of a green field. A white arrow points from a blue call-to-action box at the bottom to the green banner.

Click the Green Land Auction Banner

STEP 2

Pifer's
LAND AUCTIONS

info@pifers.com
Toll Free: 1-877-700-4099

Auctions Real Estate Land Management Equipment Auctions Contact Get Help Register / Login

Active Auctions // currently running or upcoming :

LIVE WEBCAST
UPCOMING

ONLINE ONLY: 6.67 +/- Acres - Morton County, ND

Mandan, ND

Webcast starts on Mar 25 at 8:00AM CST

Click "Register to Bid"

Register to bid View lots

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STEP 3

Your Bidder Account

Enter your email address

Next

Enter Email Address

STEP 4

Check for an Email from pifersland@nextlotsupport.com

WELCOME TO PIFER'S AUCTION & REALTY

You are receiving this email because you have signed up for a bidding account with Pifer's Auction & Realty. If you did not create this account, please call us immediately at 701-289-5985.

To access your account, please follow these steps:

1. [Click here](#) to access our online bidding page and login with your email address and your password.
2. After logging in you can request to bid for the auctions you wish to participate in. Upon clicking request to bid for an auction, you will also be asked to accept the terms for that auction. Please read over these to understand your responsibilities as a bidder
3. Once you have accepted the terms, you will be able to place bids in the auction. Click Place bid and type in the bid amount you wish to bid.

STEP 5

Pifer's
LAND AUCTIONS

info@pifers.com
Toll Free: 1-877-700-4099

Auctions Real Estate Land Management Equipment Auctions Contact Get Help Register / Login

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LIVE WEBCAST
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ONLINE ONLY: 6.67 +/- Acres - Morton County, ND

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Click "Accept Terms to Bid"

Accept terms to bid View lots

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STEP 6

Accept Terms (check this box)

Confirm Accept Terms

Scroll to the Bottom of the Webpage. Click the White Box & then Hit "Confirm Accept Terms."

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, and 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 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. and its client 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 May 13, 2024, 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. and the sellers 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 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 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 has any obligation to update this information. Neither Seller, nor Broker, nor Auctioneer nor their 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.

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 its Agents nor 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.

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.

Pifer's

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