

29.38 +/- Acres • 20 Miles South of Fargo, ND

ONLINE ONLY *Equestrian Complex & Land* **AUCTION**

Bidding Opens: Monday, January 11, 2021 – 10:00 a.m.

Bidding Begins to Close: Tuesday, January 12, 2021 – 10:00 a.m.

Rare • Private • Beautiful Views!



**OWNER: Cass County Joint
Water Resource District**

Pifer's
LAND AUCTIONS

www.pifers.com

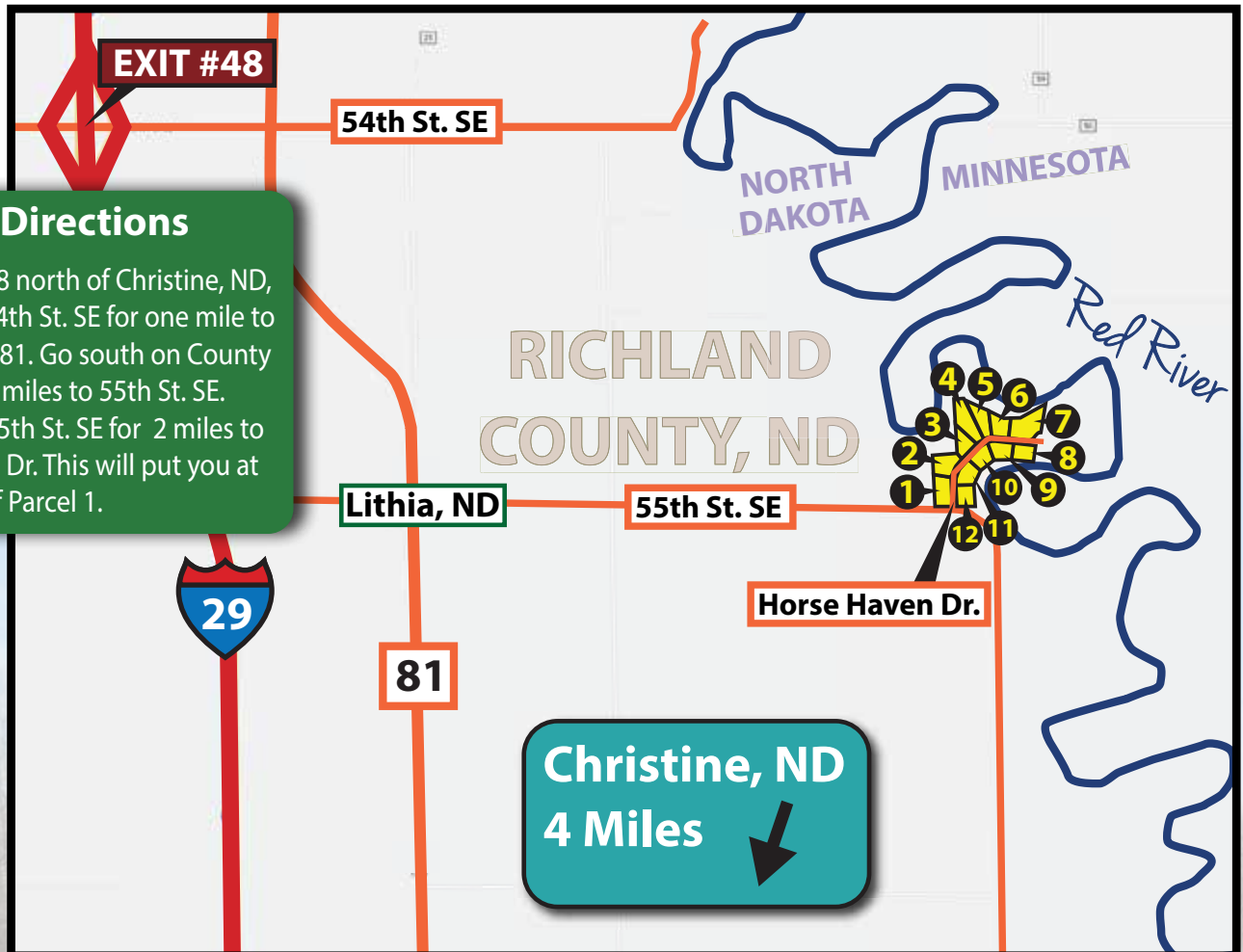
877.700.4099

General Information

AUCTION NOTE: This is a rare opportunity to purchase a large 28,870 square foot clear-span building constructed and used as an equestrian complex complete with 20 horse stalls, wash bay, riding arena, bathrooms, waterers plumbed throughout, insulated, extensive electrical infrastructure, heated and cooled. Additionally there are 11 lots including potential buildable lots, pasture paddocks, treed lots, ponds and recreational areas. Many of the lots are subject to flood plain and flowage easements which restricts building and bringing in fill.

Driving Directions

From Exit #48 north of Christine, ND, go east on 54th St. SE for one mile to County Rd. #81. Go south on County Rd. #81 for 2 miles to 55th St. SE. Go east on 55th St. SE for 2 miles to Horse Haven Dr. This will put you at the corner of Parcel 1.



Steve Link
701.361.9985
stlink@pifers.com

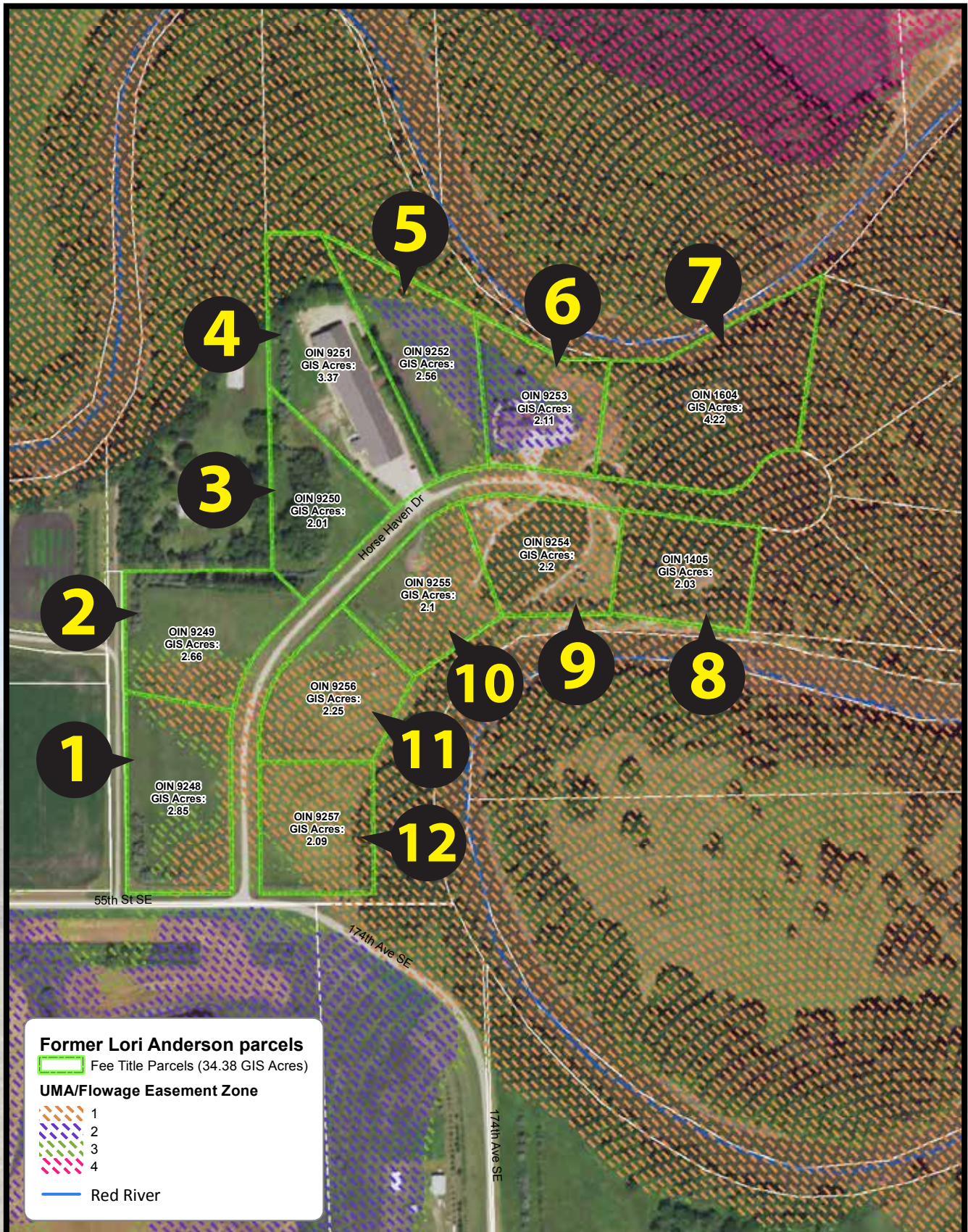


Overall Property



***Perfect Opportunity to Own a Beautiful
Equestrian Complex or to Build Your Dream
Home in the Country!***

Diversion Map



Parcels 1-3



Parcel 1

Acres: 2.85 +/-

Legal: WEST SHORR SUB: LOT 16 BLK 1

Parcel ID: 01.0000.0001.240

This is the first parcel on the west side of the driveway. Currently the property is zoned agriculture and used as a pasture paddock. It appears roughly 50% of this parcel is not subject to the flowage easement.



Parcel 2

Acres: 2.66 +/-

Legal: WEST SHORR SUB: LOT 15 BLK 1

Parcel ID: 01.0000.0001.230

This is the second parcel moving north on the west side of the driveway. Currently the property is zoned agriculture and used as a pasture paddock. It appears roughly 65% of this parcel is not subject to the flowage easement.



Parcel 3

Acres: 2.01 +/-

Legal: WEST SHORR SUB: LOT 14 BLK 1

Parcel ID: 01.0000.0001.220

This is the third parcel moving north on the west side of the driveway. Currently the property is zoned agriculture and used as a pasture paddock. It appears this parcel is not subject to the flowage easement.

Parcel 4 • Equestrian Complex

Information obtained from a third party. Although the information appears to be accurate neither owner or Pifer's Auction guarantees its accuracy. The property is being sold "As Is, Where Is" with all faults. Buyers are strongly encouraged to do their own due diligence and inspections.

Acres: 3.37 +/-
Legal: WEST SHORR SUB: LOT 13 BLK 1
Parcel ID: 01.0000.0001.210

Equestrian Arena with indoor riding area and fenced pasture. It can be characterized by a mix of steel and log siding, and a steel roof. Overhead doors can be found on all sides of the barn. Many ceiling fans can be found throughout the barn. The north west end of the barn is the Arena. The south east end is split into two areas. The far south end is a shop area which has a $\frac{3}{4}$ bath. The exterior of the shop area has a log finish. The rest of the barn has steel siding. The next room in is a storage area. The storage area has a smaller utility/storage room. The middle section of the barn contains 20 horse stalls, a horse washing area, a lounge, and a second level storage area. The storage area is completely unfinished, and is also used as the lounge's utility room. The lounge has a kitchen, living room, and a tack room. It also features a $\frac{1}{2}$ bath combined with a laundry room. The lounge can also be characterized by a large window overlooking the Arena, and 6 panel maple doors.



Front of Complex



Horse Wash Bay



Horse Stalls

Parcel 4 • Equestrian Complex

Built: 2007-2008; Estimated 12 Years Old

Quality: Good-very good; Clear span steel

Size: 28,870.0 sq. ft.

Barn & Storage: 14,422 sq. ft.

Riding Arena: 14,448 sq. ft.; Rubber liner; Sand cover

Foundation: Poured reinforced concrete

Floor: Poured reinforced concrete

Roof: Gable, Corrugated steel roof cover

Walls: Steel & log siding over thick cut 2" x 6" frame; Sandwiched walls

Windows: Sliders with storms and screens

Interior Construction: 2" x 4" and 2" x 6" wood frame interior partition walls; Steel finished walls and ceilings, less the lounge and stall areas; wood finished walls and ceilings in the stalls; individually the stalls have a mixture of a metal and wood finish; the lounge has a mixture of drywall and wood finished walls, but the vaulted ceiling has a knotty pine finish; the floors are concrete throughout the barn

Plumbing: A ½ bath and a ¾ bath; single basin kitchen sink; 25 and 50 gallon electric water heaters; The bathroom fixtures are mostly average quality. The baths have cement floors; private septic tank; laundry hook-ups; horse washing station; copper, PEX, and PVC piping, common for type; private well

Heating & Cooling: Natural gas heat, propane backup heat, heated concrete floors; barn is air conditioning

Electrical: Off peak, main electrical system includes 3 200 amp electrical panels. Illumination within the barn varies by location. Incandescent, recessed, and fluorescent fixtures are all used

Parking: A gravel parking area is located south of the barn

Landscaping: Landscaping is assumed typical for the area. Fenced pasture is located immediately to the barn's east and west sides

ROW: The gravel roads have had fill added. Other than the fill, no other updates are noted



Riding Arena



Back of Complex



West Side of Complex to Riding Field

Parcels 5-6



Parcel 5

Acres: 2.56 +/-

Legal: WEST SHORR SUB: LOT 12 BLK 1

Parcel ID: 01.0000.0001.200

This is the first parcel east of the equestrian building on the north side of roadway. Currently the property is zoned agriculture and used as a pasture paddock. It appears roughly 50% of the lot is not subject to the flowage easement.



Parcel 6

Acres: 2.11 +/-

Legal: WEST SHORR SUB: LOT 11 BLK 1

Parcel ID: 01.0000.0001.190

This is the former residential house parcel on the north side of the roadway. Home and foundation have been removed and lot is filled, graded, and seeded to grass. It appears the entire parcel is subject to the flowage easement.



Parcel 5



Parcel 6



Parcel 7

Acres: 4.22 +/-

Legal: WEST SHORR SUB: LOT 10 BLK 1

Parcel ID: 01.0000.0001.180

This is the last parcel on the north side of the roadway as you travel east. This parcel has been cleared of structures and is predominantly tree covered with a majority of the north pond. It appears the entire parcel is subject to the flowage easement.



Parcel 8

Acres: 2.03 +/-

Legal: WEST SHORR SUB: LOT 5 BLK 1

Parcel ID: 01.0000.0001.130

This is the far east parcel on the south side of the roadway. This parcel has been cleared of structures and is predominantly tree covered. It appears the entire parcel is subject to the flowage easement. Excellent hunting opportunities!



Parcel 9

Acres: 2.2 +/-

Legal: WEST SHORR SUB: LOT 4 BLK 1

Parcel ID: 01.0000.0001.120

This is the large pond parcel on the south side of the roadway. This parcel has a wonderfully constructed pond with riprap conifer trees. It appears the entire parcel is subject to the flowage easement.

Parcels 10-12



Parcel 10

Acres: 2.1 +/-

Legal: WEST SHORR SUB: LOT 3 BLK 1

Parcel ID: 01.0000.0001.110

This is the third parcel on the east side of the driveway. Currently the property is zoned agriculture and used as a pasture paddock. It appears roughly 20% of the lot is not subject to the flowage easement.



Parcel 11

Acres: 2.25 +/-

Legal: WEST SHORR SUB: LOT 2 BLK 1

Parcel ID: 01.0000.0001.100

This is the second parcel on the east side of the driveway. Currently the property is zoned agriculture and used as a pasture paddock. It appears roughly 10% of the lot is not subject to the flowage easement.



Parcel 12

Acres: 2.09 +/-

Legal: WEST SHORR SUB: LOT 1 BLK 1

Parcel ID: 01.0000.0001.000

This is the first parcel on the east side of the driveway. Currently the property is zoned agriculture and used as a pasture paddock. It appears roughly 10% is not subject to the flowage easement.

Drone Photos



Bidding Process • Online Auction

Pifer's

June 08, 2020

info@pifers.com

Toll Free: 1-877-700-4099

[Auctions](#) [Real Estate](#) [Land Management](#) [Equipment Auctions](#) [Services](#) [Contact](#) [Dashboard](#)

COVID-19 INFORMATION

Due to COVID-19, ONLINE BIDDING is recommended for all Pifer's Land and Equipment Auctions. Attendance in the auction ring will be limited. Phone bidding is available for Land Auctions and limited for Equipment Auctions. Please do not bring non-essential or vulnerable persons to the auction. Equipment auction sites will remain open for inspections. Check daily for updates. [Learn More](#)

Enter the terms you wish to search for

Search

Land Auctions



Real Estate



Land Management



Equipment Auctions



Meet Our Team



Pifer's Online Machinery Auctions! Click Here!

powered by Nextel

CLICK HERE

Pifer's Online Land Auctions! Click Here!

powered by Nextel



FEATURED AUCTION

Kevin Paradis Estate Equipment
Auction - Belle Fourche, SD



FEATURED LISTING

Luxury Home for Sale - 502 West
Divide St. - Bowman, ND



INTERACTIVE MAP

View Auctions and Listings on
an Interactive Map!



Pifer's
LAND AUCTIONS

1506 29th Ave. S • Moorhead, MN 56560

Bidding Process • Online Auction

Pifer's
AUCTIONEERS

Q Search

English

?

SIGN UP

LOG IN



ONLINE ONLY AUCTION 29.38 +/- Acres & Building - Richland County, ND

ONLINE ONLY AUCTION - 29.38 +/- Acres - Richland County, ND
Bidding Opens: Monday, January 11, 2021 – 10:00 a.m.
Bidding Begins to Close: Tuesday, January 12, 2021 – 10:00 a.m.

REQUEST TO BID

VIEW LOTS

Click the "Request to Bid" link

Login to Your Account

Email

Password

Forgot password?
Don't have an account? Sign up

LOGIN

Powered by NextLot

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

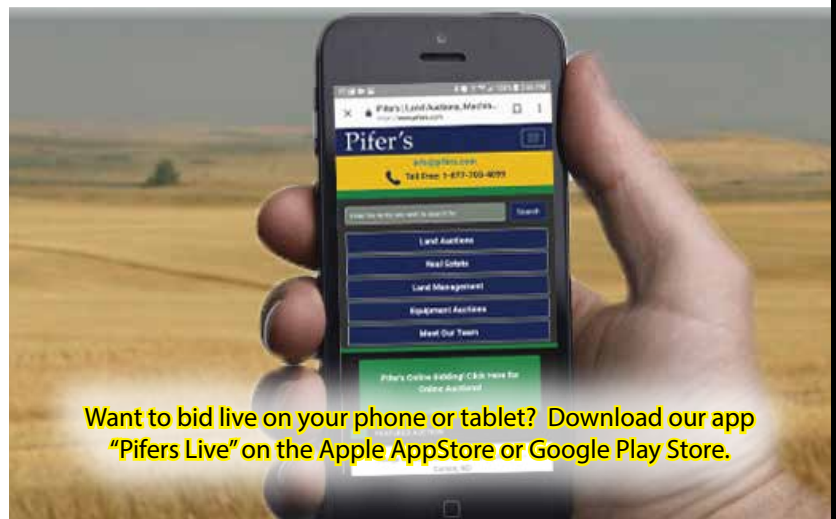
Person's* (minimum 8 characters)	Person's Confirmation*
Company	Company Website
Country*	
Select a Country	
Address (Line 1)*	
Address (Line 2)	
City*	
Postal Code*	Phone*
Mobile	Fax

Enter all your information and accept the Terms & Conditions!

**CALL
877.700.4099 FOR
ANY QUESTIONS!**

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 upcoming land or commercial auctions.



Want to bid live on your phone or tablet? Download our app "Pifers Live" on the Apple AppStore or Google Play Store.

www.pifers.com

877.700.4099

info@pifers.com

Terms and 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 February 26, 2021, 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

Terms and Conditions

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



Pifer's
LAND AUCTIONS



877.700.4099
www.pifers.com