

Terms and Conditions for Resale of Properties

1. GENERAL TERMS AND CONDITIONS

The Souris River Joint Board ("Seller") will receive sealed bids for property (i.e., structures) it has acquired through voluntary acquisition. Bids shall be delivered either by mail or in person to: Ackerman-Estvold Engineering, 1907 17th Street SE Minot, North Dakota 58701 (701-837-8737) until the time of the bid opening, 4 p.m., January 27, 2019.

Buyers will not be discriminated against based on sex, race, color, religion, or national origin.

2. DISCREPANCIES

Information presented on the Seller's website and printed and digital ads are for informational purposes only. Discrepancies, if any, are the Buyer's sole responsibility. The Buyer agrees to hold the Seller harmless for any damages as a result of discrepancies not resolved at the time of bidding.

3. PROPERTY VIEWING

Buyers are encouraged to attend the open house on January 15th, from 4 p.m. to 6 p.m. to examine and inspect the structures prior to submitting a bid. By submitting a bid for any property, the Buyer agrees to be bound by the terms and conditions stated herein regardless of whether pre-bid inspection was performed by the Buyer or not and agrees to receive the property "as is" and with all faults and defects.

4. CURRENT PHYSICAL CONDITION OF STRUCTURES FOR RESALE

The Buyer acknowledges that all structures, miscellaneous appurtenances (if installed) or personal property located within the structures are sold "as-is" and "with all faults" and agrees to accept the property under these conditions. The Buyer shall assume all risk with purchasing structures or appurtenances as to the quality, condition or the remaining lifetime of the structure, appurtenances or mechanical features.

The Seller provides no warranties, express or implied of any kind as to the structures or appurtenances, including any warranties of merchantability or fitness for a particular purpose, or warranty of habitability with respect to the property described. Any and all damage as a result from prior ownership shall not be repaired by the Seller. Necessary repairs shall be the responsibility of the Buyer.

5. **BID DETAILS**

Bid details will be posted on the Mouse River Plan website located at www.mouseriverplan.com. Specific questions as to the sale may be directed to info@mouseriverplan.com.

6. **SUBMITTING A BID**

All bids shall be binding. The Buyer will be required to sign a bill of sale and must comply with the terms and conditions stated herein and those terms and conditions set forth in the bill of sale. Retractions of bids will not be allowed.

Bids submitted for each structure shall include all contents and miscellaneous appurtenances. Trees are excluded from the property and shall remain with the property. Bids received shall be for moving the structure and its contents

Seller retains ownership of the land at all times.

7. **PERFORMANCE BOND**

The Buyer shall be required to submit a refundable security deposit to the SRJB in the amount of \$5,000 (in lieu of a performance bond). The Buyer shall remove the structure(s) from the property no later than January 27th, 2020 and remove any remaining debris or hazardous waste and performs all items listed in #10 below. Failure to comply will result in the Buyer's forfeiture of any and all rights to the structure(s) purchased, the purchase price paid to the Seller, any monies invested in the structure(s), and performance bond. The Seller shall then take ownership of the structure and may resell or demolish the structure at its discretion.

8. **INSURANCE AND RISK OF LOSS**

The Buyer is responsible for obtaining insurance on the property on the date of the sale.

Risk of loss or damage to the property will transfer from the Seller to the Buyer upon acceptance of the Buyer's bid. The Seller shall not be held responsible for any losses incurred by the Buyer once the auction is complete and the sale is finalized.

9. **STRUCTURE RELOCATION REQUIREMENTS, GUIDELINES AND PROCEDURES**

Buyer acknowledges that the deadline for moving structures is on or July 27th, 2019. The Buyer and structure mover ("Buyer's agent") shall have the right to enter upon the property when payment for deposit and sale price is received in full and at all reasonable times to perform such preparatory work as is needed to relocate the structure. Work hours are restricted to between 7 a.m. and 7 p.m. Monday – Saturday. Excessively loud exterior and/or interior preparatory work shall not be performed on

Sundays. The Buyer shall take all reasonable efforts to minimize disruption & minimize loud activities that may disturb neighboring property owners.

Tree trimming or tree removal will be permitted on a case by case basis. Structures too large to be moved in one piece may be divided into smaller sections. It is the Buyer's and the Buyer's agent's responsibility to determine maximum dimensions for safe relocation without damage to roadways or adjoining utilities and property.

Buyers submitting a bid are certifying that they have consulted a structure mover prior to submitting a bid. Wide structures will either be divided into multiple sections or alternate accommodations will be provided. Buyers must secure written agreements with the private property owners if they plan to move structures across private property. The Buyer and the private property owner must be in agreement regarding restoring any damage to private property resulting from moving structures. The Seller will not be a participant in agreements between the private property landowners and the Buyer to restore any damage created.

The Buyer agrees that the Buyer or the Buyer's agent will be responsible for securing all permits necessary to move the structure by the deadline date of July 27th, 2020. Moved structures may not be temporarily stored on Township, City or County owned property or right-of-way.

The Buyer is solely responsible for all risk and costs associated with moving of the structures.

10. REMOVAL OF THE STRUCTURE FROM THE PROPERTY AND SITE CLEANUP

The Buyer and the Buyer's agent must secure all permits necessary prior to the completion date of July 27th, 2020 to move the structures.

The Buyer agrees not to dispose hazardous waste in, on or around the structure. The Buyer may remove any materials that exist in the structures at the time of purchase.

The Seller will assume site protection responsibilities only upon completion and acceptance of all required site cleanup activities. The Seller will take responsibility to protect exposed excavations, foundations, or other hazards by installing barricades, orange snow fencing or other appropriate measures around dangerous openings. The Seller will contract the demolition & removal of existing foundations, driveways, concrete flat work, trees, sandbags, sediment, landscaping, along with site backfill & restoration.

The Buyer and/or the Buyer's agent shall neatly separate into piles differing materials they encounter while preparing the structure to be moved. Concrete or exterior brickwork that is removed to facilitate moving (partial removal of foundation walls,

garage slabs, sidewalks, driveways, etc.) shall be kept separate from other materials and stockpiled in a neat pile located on the property. Topsoil and clay that may need to be removed around the foundation shall be separated and stockpiled in separate neat piles on the property (topsoil stockpile & clay stockpile). Any sand bedding under concrete slabs shall be stockpiled into a separate pile. Landscaping rock and appurtenances, etc. shall be stockpiled separately in a neat pile on the property. Trees around the structure that may need to be removed to facilitate moving shall require advance approval from the Seller prior to their removal. Upon approval, the trees may be stockpiled adjacent to the curb and the Seller will dispose of them.

If all materials are separated into neat piles, the Buyer may leave them on-site for the Seller to dispose of. If the Buyer and/or the Buyer's agent commingles concrete, bricks, siding, landscaping rock & appurtenances, wood, trees, brush, topsoil, clay and other miscellaneous building materials into one contiguous pile, the Buyer and/or Buyer's Agent will be responsible for disposing that material offsite at the Buyer's own expense. The Buyer and/or the Buyer's agent is encouraged to contact the Seller during moving operations to determine if their actions on-site are in line with this requirement or if they need to change their practices of separating piles to comply with this requirement. Any piles of commingled materials remaining on-site on July 27th, 2020, will be removed by the seller and performance bond will be forfeited by Buyer.

If the Buyer and/or the Buyer's agent remove walls from the basement (drywall & wall studs) or a deck from the exterior of the structure the materials must be placed in a roll off dumpster that shall be acquired and disposed of at the Buyer's expense. Roll off dumpsters must be removed no later than July 27th, 2020.

Upon removing the structure(s), Buyer shall secure the site. This may include safety fence, snow fence, or any visible encasement.

11. ASBESTOS AND LEAD PAINT

The Buyer agrees to purchase the structure on an "as-is" basis and will be responsible for proper asbestos abatement, as required. If applicable, the Buyer agrees to have a licensed asbestos contractor certify that the items on the list are in good condition prior to moving. If the asbestos can become friable during the move it shall be abated by an individual licensed with the North Dakota Department of Health in accordance with all current rules and regulations regarding asbestos abatement and disposal. Once the structure has been moved, the licensed asbestos contractor must inspect the items on the list and certify that none have become friable.

The Seller has not, and will not, test for the presence of lead-based paint. If a structure was built prior to 1978, it is assumed to contain lead based paint. The Buyer shall be



responsible for proper abatement. The Buyer will be required to acknowledge that the property may contain lead paint at the end of the auction if the structure was built prior to 1978.

FLOODPLAIN REQUIREMENTS

Structures will not be allowed to be relocated to parcels located within the 2011 Mouse River Floodplain which do not have planned protection in the Mouse River Enhanced Flood Protection Plan - Preliminary Engineering Report. Areas which do have planned protection are allowable including but not limited to future protected areas in Minot, Burlington, Robinwood, Brooks Addition, etc.

These are the floodplain requirements of this sale. The buyer is also responsible for following any city, county, or township rules, regulations, and permitting which may apply and may affect relocation sites.

12. UTILITIES

Water meters have been removed from all vacant structures and the water service has been shut off at the curb stop.

The Seller will notify the private serving utility to disconnect services to the vacant structures prior to relocation.

13. PROPERTY AND PRICE

The Seller agrees to sell to the Buyer the following described structures:

_____.

Located at (address): _____.

For the purchase price of: _____.

14. AMENDMENTS, MODIFICATIONS OR WAIVERS

No amendment, modification, or waiver of any condition, provision or term shall be valid or of any effect unless made in writing and signed by Buyer and Seller, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party shall not effect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties.

15. INDEMNITY AND HOLD HARMLESS

The Buyer agrees to indemnify and hold the Seller, its directors, employees, attorneys and agents harmless from any and all claims, liabilities, losses, damages and expenses, including claims arising from death or personal injury and attorney's fees, that may arise directly or indirectly from the condition of the building(s) and materials, the Buyer's



performance of these terms and conditions, the moving of structures and the relocation of other structures.

16. BINDING EFFECT

The terms herein and the bill of sale comprise the entire agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

17. GOVERNING LAW

This agreement shall be governed by the laws of the State of North Dakota.

Dated this February 7, 2020

Souris River Joint Water Resource Board, A
political subdivision, State of North Dakota

By: _____
David Ashley, SRJB Chairman
(Seller)

The Buyer and/ or the Buyer's agent hereby agree to purchase the above-described property for the price and on the terms and conditions set forth in this agreement.

(Buyer)