This form a	pproved by the Fargo Moorhea	For use	in North Dakota only		
	pproved by the Pargo-Woonlea	d Area Association of RI	EALTORS [®] which disclaims any liabil	ity arising out of the use or misuse of	this form.
Date:	09/08/2021	MLS#:			Page 1
TERMS ANI	OCONDITIONS: Subj	ect to terms and cor	ditions of this Agreement, Sell	er agrees to sell and convey to	o Buyer, and
	o purchase the property a		•	с ,	•
			MN Legally described as		
	L60-82 (160 +/- acr				
					•
Seller has this	day agreed to sell all inc	luded real estate an	d personal property to Buyer for	r the sum of	
				Dollars (\$).
			ch shall be delivered to	, "Buyer" ag	rees to pay
this Purchase A within one (1) Said earnest m	Agreement. The earnest is business day of receipt of oney is part payment for	noney shall be depo f the earnest money the purchase of pro	within two (2) busine osited in the trust account of the or Final Acceptance Date of th perty described above. ance. Financing, if any, will be	Earnest Money Holder as spe is Purchase Agreement, which	ecified above never is later.
Contract f	for Deed (see Addendum) Assumption 1	Financing (see Addendum)		
	following personal prope	erty shall be transfer	by Seller and located on said protected with no additional monetar	y value, and free and clear of	all liens and
			BUYER'S PROPERTY		·
This Purchase	Agreement is (see a t) X is not subject to a Conting	ency Addendum for the sale of	f the Buver's
	s Purchase Agreement	🗌 is 🗶 is not	contingent on the successful	closing of Buyers property	y located at
The closing of	Buyer's property, if any,	may still affect Buy	er's ability to obtain financing, if	f financing is applicable.	
υ					

Seller agrees to remove all debris and all personal property not included herein from the property by possession date.

0.00 **SELLER CONTRIBUTION (not to exceed maximum amount allowed by Lender):** Seller shall pay \$____ and Buyer may use it at their discretion towards points, buy-down fees, prepaid expenses or costs of closing. If Buyer does not use all of the above stated Seller contributions, the excess amount may be applied to a reduction of the loan amount or sales price, if allowed by Lender.

MORTGAGE FINANCING:

35		MORTGAC	<u>GE FINANCING:</u>		
36	The Purchase Agreement 🗌 IS	IS NOT subject to the more	tgage financing provisions bel	ow. If IS , complete the MOR	TGAGE
37	FINANCING section below.				
38	Buyer shall apply for and secure	, at Buyer's expense, a:			
39	CONVENTIONAL				
40	OTHER				
41	Mortgage estimated to be	% of the sale price among	rtized monthly over a period of	not more than yea	rs with an
42	initial mortgage interest rate of i	no more than% per y	ear with 0 discount points (0.5	if required by financing progr	ram), plus
43	Private Mortgage Insurance, if a				
44	INITIAL: SELLER	DATE	BUYER	DATE	
45	SELLER	DATE	BUYER	DATE	



Authentisign ID: 4BAD3F00-3693-4D96-A53D-79AD3C395FE3

46	ADDRESS:	NW 1/4 15-160-82	Rural Bottineau Co	<u>MN 56560</u> Page 2			
47 48 49 50	MORTGAGE APPLICATION: The mortgage application is to be made within five business days after the final acceptance date of this Purchase Agreement. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all documents required to consummate said financing. If Buyer cannot secure a commitment for such mortgage, this agreement shall become null and void; Buyer and Selfer agree to sign a Cancellation of Purchase Agreement and earnest money shall be refunded to Buyer.						
51 52 53 54	LOCKING OF MORTGAGE INTEREST RATE ("RATE"): The Rate shall be locked with the lender(s) by Buyer: (Check one) WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE OF THIS PURCHASE AGREEMENT; OR AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).						
55 56 57 58	with consummation of	f the contract without regard to the If Buyer chooses to cancel, Buyer	the purchase price. Buyer shall have the prive the amount of the appraised valuation, (b) r and Seller agree to sign a Cancellation of	e-negotiating or (c) canceling the			
59			ENTIONAL MORTGAGE				
60			may be required by the lending institution.				
61 62	unless paid in cash at o	1 1 1	lending institution. The said PMI may van	y based on the mortgage amount,			
63		REAL ESTATE TAX	ES, SPECIAL ASSESSMENTS & FEES	8			
64	REAL ESTATE TAX	XES: Seller shall pay on the date	of closing all real estate taxes due and pay	yable in all prior years including			
65	-		discounted estimated taxes for the year 2				
66	paid as follows: At cl		none 🗶 all 🗌 prorated to the date of				
67			on the year specified above. In the event the	e closing date is changed, the real			
68	estate taxes paid, if pro	orated to the date of closing, shall	be adjusted to the new closing date.				
69	SPECIAL ASSESSM	IENTS SHALL BE PAID AS FO	DLLOWS:				
70	ANNUAL INSTALL	MENTS: 🗶 There are none 🗌] Buyer shall assume 🔲 Seller shall pay				
70 71	ANNUAL INSTALL	MENTS: 🗶 There are none 🗌 shall prorate as of					
70	ANNUAL INSTALL Buyer and Seller and payable for the ye	MENTS: X There are none shall prorate as of ar of closing.	Buyer shall assume Seller shall pay, all install	ments of special assessments due			
70 71 72	ANNUAL INSTALL Buyer and Seller and payable for the ye UNCERTIFIED (bal	MENTS: X There are none shall prorate as of ar of closing. ance unpaid + interest): X Th] Buyer shall assume 🔲 Seller shall pay	ments of special assessments due proximately \$,			
70 71 72 73 74 75	ANNUAL INSTALL Buyer and Seller and payable for the ye UNCERTIFIED (bal as of the date of co \$	MENTS: X There are none shall prorate as of ar of closing. ance unpaid + interest): X Th ntract. Seller shall pay un plus interest.	Buyer shall assume Seller shall pay , all install ere are none Buyer shall assume app ncertified special assessments on the da	ments of special assessments due proximately \$, te of closing in the amount of			
70 71 72 73 74 75 76	ANNUAL INSTALL Buyer and Seller and payable for the ye UNCERTIFIED (bal as of the date of co \$	MENTS: X There are none shall prorate as of ar of closing. ance unpaid + interest): X The ntract. Seller shall pay un plus interest. RESS/PENDING/PROPOSED:	Buyer shall assume Seller shall pay , all install ere are none Buyer shall assume app ncertified special assessments on the da	ments of special assessments due proximately \$, te of closing in the amount of shall assume approximately			
70 71 72 73 74 75	ANNUAL INSTALL Buyer and Seller and payable for the ye UNCERTIFIED (bal as of the date of co \$	MENTS: X There are none shall prorate as of ar of closing. ance unpaid + interest): X Thentract. Seller shall pay un plus interest. RESS/PENDING/PROPOSED: Seller shall pay on the date of	Buyer shall assume Seller shall pay , all install ere are none Buyer shall assume app ncertified special assessments on the da X There are none Buyer f closing special assessments in progress.	ments of special assessments due proximately \$, te of closing in the amount of shall assume approximately pending and/or proposed as of			
70 71 72 73 74 75 76 77	ANNUAL INSTALL Buyer and Seller and payable for the ye UNCERTIFIED (bal as of the date of co \$	MENTS: X There are none shall prorate as of ar of closing. ance unpaid + interest): X The ntract. ☐ Seller shall pay un plus interest. RESS/PENDING/PROPOSED:] Seller shall pay on the date of pto \$ ASSESSMENT NOTICE: As new improvement project from any vare there may be new public implicately notify Buyer of any such then agree in writing, on or before eement, parties will agree to imme efunded to Buyer. Following close 1 thereafter, for which payment in estimates.	Buyer shall assume Seller shall pay , all install ere are none Buyer shall assume app ncertified special assessments on the da	ments of special assessments due proximately \$, te of closing in the amount of shall assume approximately pending and/or proposed as of derhashas not received a roject may be assessed against the be assessed against the property. greement and the date of closing. of the notified assessments. In the eement directing all earnest money and any unpaid special assessments I future general taxes and special			
70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87	ANNUAL INSTALL Buyer and Seller and payable for the ye UNCERTIFIED (bal as of the date of co \$	MENTS: X There are none shall prorate as of ar of closing. ance unpaid + interest): X The ntract. ☐ Seller shall pay un plus interest. RESS/PENDING/PROPOSED:] Seller shall pay on the date of pto \$ ASSESSMENT NOTICE: As new improvement project from any vare there may be new public implicately notify Buyer of any such then agree in writing, on or before eement, parties will agree to imme efunded to Buyer. Following close thereafter, for which payment is estimates. ave been made concerning the a	Buyer shall assume ☐ Seller shall pay , all install ere are none ☐ Buyer shall assume app acertified special assessments on the da	ments of special assessments due proximately \$			
70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88	ANNUAL INSTALL Buyer and Seller and payable for the ye UNCERTIFIED (bal as of the date of co \$	MENTS: X There are none shall prorate as of ar of closing. ance unpaid + interest): X The ntract. ☐ Seller shall pay un plus interest. RESS/PENDING/PROPOSED:] Seller shall pay on the date of pto \$ ASSESSMENT NOTICE: As new improvement project from any vare there may be new public implicately notify Buyer of any such then agree in writing, on or before eement, parties will agree to imme efunded to Buyer. Following close thereafter, for which payment is estimates. ave been made concerning the a	Buyer shall assume ☐ Seller shall pay , all install , all install 	ments of special assessments due proximately \$			
70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89	ANNUAL INSTALL Buyer and Seller and payable for the ye UNCERTIFIED (bal as of the date of co WORK IN PROG MORK IN PROG TAX AND SPECIAL notice regarding any n property. Buyer is aw Seller agrees to imme Seller and Buyer may absence of such an agr paid hereunder to be r payable therewith and assessments are only e No representations h PRO-RATA ADJUS and natural gas shall	MENTS: X There are none shall prorate as of ar of closing. ar of closing. ance unpaid + interest): X The ntract. ☐ Seller shall pay un plus interest. RESS/PENDING/PROPOSED:] Seller shall pay on the date of pto \$ ASSESSMENT NOTICE: As new improvement project from any vare there may be new public implicately notify Buyer of any such then agree in writing, on or before eement, parties will agree to imme efunded to Buyer. Following close thereafter, for which payment is estimates. ave been made concerning the a TMENTS: Homeowner associated and the specificated associated associated associated associated associated associated associated associated associated associated associated associated associated	Buyer shall assume Seller shall pay , all install ere are none Buyer shall assume app neertified special assessments on the da There are none Buyer f closing special assessments in progress 	ments of special assessments due proximately \$			
70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90	ANNUAL INSTALL Buyer and Seller and payable for the ye UNCERTIFIED (bal as of the date of co \$	MENTS: X There are none shall prorate as of ar of closing. ance unpaid + interest): X The ntract. ☐ Seller shall pay un plus interest. RESS/PENDING/PROPOSED:] Seller shall pay on the date of plus interest. RESS/PENDING/PROPOSED:] Seller shall pay on the date of plus to \$ ASSESSMENT NOTICE: As new improvement project from any vare there may be new public imp diately notify Buyer of any such then agree in writing, on or before eement, parties will agree to imme efunded to Buyer. Following close thereafter, for which payment is estimates. ave been made concerning the a STMENTS: Homeowner association be prorated between the partice	Buyer shall assume Seller shall pay	ments of special assessments due proximately \$			



93	ADDRESS:	NW 1/4 15-160-82	Rural	Bottineau Co	MN	56560	_Page 3
~ 1							

94 ADDITIONAL CHARGES: Buyer may incur additional charges relating to improving the property including, but not limited to, 95 hook-up and/or access charges, costs for sewer access, stubbing access, water access, park dedication, road access, utility connection 96 and connecting fees, curb cuts and tree planting charges.

- 97 DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a 🗶 Warranty deed 🗌 other deed joined in
- 98 by spouse, if any, conveying marketable title, subject to: (A) building and zoning laws, ordinances, state and federal regulations; (B)
- 99 restrictions relating to use or improvement of the property; (C) reservation of any mineral rights by the state; (D) utility and drainage
- 100 easements which do not interfere with existing improvements; (E) rights of tenants as follows_____

101 **CONTINGENCIES** (check all that apply):

- 102 (a) Buyer Seller providing a survey of the property, at Buyer Seller expense, no later than _____
- 103 (b) Buyer obtaining approval from city/township for proposed building plans and specifications at **Buyer** Seller expense.
- 104 (c) Buyer obtaining approval from city/township for proposed subdivision development plans at Seller expense.
- 105 (d) Buyer obtaining approval from city/township for rezoning or use permits at **Buyer** Seller expense.
- 106 (e) Buyer obtaining, at Buyer Seller expense, percolation tests which are acceptable to Buyer.
- 107 (f) Buyer obtaining, at Buyer Seller expense, soil tests which indicate that the property may be improved without
- 108 extraordinary building or methods cost.
- 109 (g) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision covenants and
- 110 approval of the architectural control committee, if one exists.
- **TITLE AND EXAMINATION:** Seller, at Seller's expense, shall furnish an abstract of title, or a registered property abstract, certified to date. If, after examination, Seller's title is not insurable or free of defects and cannot be made so within sixty (60) days after notice
- 113 containing a written statement of defects is delivered to Seller, then said earnest money shall be refunded to Buyer, and Buyer and Seller
- agree to sign a Cancellation of Purchase Agreement. However, Buyer may waive defects and elect to purchase. *Buyer, at Buyer's option,*
- agrees to accept an Owner's Title Policy in the full amount of the purchase price in lieu of an abstract of title if the property is subject to
- a master abstract or if no abstract of title is in Seller's possession or control. If Buyer is to receive such policy, Seller shall pay the entire
- premium for such policy if no lender's policy is obtained, and only the additional cost of obtaining a simultaneously issued owner's policy
- 118 if a lender's policy is obtained. Buyer shall pay the premium for the lender's policy.

119 SELLER WARRANTS:

- 120 (a) that buildings, if any, are entirely within the boundary lines of the property;
- 121 (b) there is a right of access to the property from a public right of way;
- 122 (c) that Seller has not received any notice from any governmental authority as to violation of law, ordinance, or regulation for a 123 condition that remains uncorrected;
- 124 (d) that prior to closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within the
- 125 90 days immediately preceding the closing in connection with construction, alteration, or repair of any structure on, or improvement 126 to, the property;
- 127 (e) if property is subject to restrictive covenants, Seller has not received any notice from any person or authority as to a breach of the
- 128 covenants which remains uncorrected. Any notices received by Seller will be provided to Buyer immediately.
- 129 All warranties in Lines 126-135 shall survive the delivery of the deed or contract for deed.
- SUBDIVISION OF LAND: If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real property to be conveyed has been or will be approved for recording as of the date of closing.
- **RISK OF LOSS:** If there is any loss or damage to the property between the date hereof and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller. If the property is destroyed or substantially damaged before the closing date, this Purchase Agreement shall become null and void, at Buyer's option, by written notice to Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.
- ENVIRONMENTAL CONCERNS: To the best of Seller's knowledge, there are no hazardous substances or underground storage tanks unless otherwise noted in Purchase Agreement. Seller gives Buyer the right to have the property tested for radon gas, mold, or any other environmental concerns at Buyer's expense, if defined on a separate addendum to this Purchase Agreement.
- 141 **ARBITRATION:** Optional and voluntary residential real property arbitration may be an option if a dispute arises out of this real estate transaction. This option must be agreed to by all parties. If you are interested, information may be obtained from licensee.

143	INITIAL: SELLER	_ DATE	BUYER	DATE
	SELLER	DATE	BUYER	DATE

144	ADDRESS:	NW 1/4 15-160-82	Rural Bottineau Co	MN	56560	Page 4
						- 0

145 FINAL ACCEPTANCE: Buyer understands and agrees that this Purchase Agreement is subject to acceptance by Seller in writing. 146 To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.

147 OFFER CONFIDENTIALITY: Buyer is aware that Purchase Agreements generally are not confidential and in some cases Seller, 148 in dealing with multiple offers, could make other buyers aware of the existence and contents of this Purchase Agreement. Buyer is 149 aware that Buyer could make this offer contingent upon confidentiality prior to commencing negotiations with the Seller.

150 **DISCLOSURE OF SALE TERMS:** Buyer and Seller understand the RMLS and members of the Fargo-Moorhead Area Association 151 of REALTORS® will be notified as to the price and terms of sale, upon closing.

DEFAULT: If Buyer defaults in any of the agreements herein, Seller may terminate this Purchase Agreement and payments made hereunder may be retained by Seller to apply to damages (which Buyer agrees equals or exceeds that amount). This provision shall not deprive either Buyer or Seller of the right to recover damages for a breach of this Agreement or of the right of specific performance of this Agreement, provided this Purchase Agreement is not terminated, and further provided, as to specific performance, such action is commenced within six months after such right of action arises.

- 157 TIME OF ESSENCE: Time is of the essence in this Purchase Agreement. This means that all deadlines are intended to be strict and 158 absolute.
- **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** As a general rule, 26 U.S. Code § 1445 (hereinafter "FIRPTA") requires a transferee (Buyer) of a United States real property interest to withhold a tax from the proceeds of any disposition of the real property interest if the transferor (Seller) is a foreign person (any person other than a United States person), unless an exception to the FIRPTA withholding requirements applies. Exemptions from the general rule are set forth in the FIRPTA. Due to the complexity of the FIRPTA, both the Buyer and the Seller are advised to seek appropriate legal and tax advice regarding FIRPTA compliance, since failure to adhere to the FIRPTA withholding rules could result in legal liability to both the Buyer
- 165 and Seller and their agents or qualified substitutes.
- Seller hereby represents and warrants that Seller \Box is \blacksquare is not a foreign person, as defined by the FIRPTA. This representation of the Seller shall survive closing. Seller's agents and Buyer's agents, and any qualified substitute, as those terms are defined by the EIRPTA may rely upon this representation
- 168 FIRPTA, may rely upon this representation.
- 169 If the Seller represents that it is a foreign person, the Buyer may be subject to income tax withholding requirements, and the Buyer 170 could be personally liable for failing to withhold a tax from the proceeds of the real estate disposition, if none of the enumerated
- exemptions to the FIRPTA apply to the transaction. If the Seller represents that it is a foreign person, but that one of the exemptions to the FIRPTA apply, Buyer may require Seller to provide specific documentation as prescribed by the FIRPTA to verify, under
- penalty of perjury, that one of the exemptions to the FIRPTA withholding requirements applies to the transaction. If the Seller
- represents that it is not a foreign person, the Buyer, or its agents or qualified substitutes, may require the Seller to provide specific
- documentation as prescribed by the FIRPTA to verify, under penalty of perjury, that the Seller is not a foreign person. On or before
- 176 closing, the Buyer and Seller agree to complete, execute and deliver any affidavit, instrument, or statement which may reasonably be
- 177 required to comply with FIRPTA requirements.
- ELECTRONIC SIGNATURES: The parties agree the electronic signature of any party on any document related to this transaction
 constitutes a valid, binding signature.

Steve Link Selling Licensee	is Buyer's	Agent X Seller's Agen	t Dual Agent Non-Ag
Pifer's Auction & Real Selling Brokerage	ty		
Steve Link	is 🗶 Seller's A	Agent Duyer's Agent	t 🗌 Dual Agent 🗌 Non-Agone
Pifer's Auction & Real Listing Brokerage	ty		
INITIAL: SELLER	DATE	BUYER	DATE
SELLER	DATE	BUYER	DATE



Authentis	ign ID: 4BAD3F00-3693-4D96-A53D	-79AD3C395FE3					
190	ADDRESS:	NW 1/4 15-160-82	Rural Bottineau	I Co MN	56560 Pa	ige 5	
191 192	DUAL AGENCY REI Dual Agency repres	PRESENTATION: sentation does not apply in this transaction	n. Skip lines 193-207.				
193	Dual Agency repres	sentation does apply in this transaction.					
194 195 196 197 198 199 200 201 202 203	 Broker represents both the Seller(s) and the Buyer(s) of the property involved in this transaction, which creates dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a Dual Agent in this transaction without the consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that: (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared; (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and (3) within the limits of dual agency, Broker and the salespersons will work diligently to facilitate the mechanics of the sale. 						
204 205	Buyer	Date	Seller		Date		
206 207	Buyer	Date	Seller		Date		
208 209	APPOINTED AGEN agency will not apply.	CY: Appointed Agency 🗌 does 🗶 does	not apply. If Broker has add	opted an appointed	l agency policy,	dual	
210	Seller warrants that the property is directly connected to: 🗌 city sewer 🗌 city water 🗌 rural water 🗌 well 🗶 none.						
211 212		AGE TREATMENT SYSTEM: Seller [erty. (If does , see Subsurface Sewage Trea			age treatment sy	vstem	
213 214 215 216	inspector's subsurfaces certificate of compliant	agrees to provide, if required by this Pu sewage treatment system report or notice in ce for the system may satisfy this obligation tment system unless otherwise agreed to it	ndicating if the system compli on. Seller is not obligated to u	es with applicable	regulations. A		
217 218 219	property, see Well Disc	Seller does does not know of a we closure Statement.) grees to provide a water quality test if require					
220 221		ent is (attach) 🗶 is not subject to a Su			•		
222	OTHER TERMS: ⁵ °	ld "AS IS" at Auction. See Min	eral Attachment.				
223							
224 225 226 227 228 229	 ADDENDA: The following addenda are attached and made a part of this Purchase Agreement. NOTE: Disclosures are not part of this Purchase Agreement Addendum to Purchase Agreement Addendum to Purchase Agreement: Contract for Deed Financing Addendum to Purchase Agreement: Sale of Buyer's Property Contingency 						
230 231 232 233 234	Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency ENTIRE AGREEMENT: This Purchase Agreement, any accompanying exhibits, and any addenda or amendments signed by the parties shall constitute the entire agreement between Seller and Buyer and supercedes all other written or oral agreements between Seller and Buyer. This Purchase Agreement can be modified only in writing signed by Seller and Buyer. All monetary sums are deemed to be United States currency for purposes of this agreement. Buyer or Seller may be required to pay certain closing costs which may effectively reduce the proceeds from the sale or increase the cash outlay at closing.						
235	INITIAL: SELLER_	DATE	BUYER	DATE			
	SELLER	DATE	BUYER	DATE	र		

Authentisign ID: 4BAD3F00-3693-4D96-A53D-79AD3C395FE3

5	ADDRESS:	NW 1/4 15-16	50-82	Rural	Bottineau Co	MN	56560	Page 6
7	A copy of this agr	eement may be deliv	vered in persor	n or electronically to Selle	er, Buyer, or their a	agents.		
})		grees to purchase th es of this Purchase A		the price, terms and condi	tions as set forth a	bove. Buy	ver has revi	iewed and
)	Buyer Signature		Date	Buyer Signature		Date		
2	Buyer Printed Name			Buyer Printed Name				
	instructed otherwis	e in writing. Seller h	as reviewed an	d authorizes Listing Broker d understands all pages of	this Purchase Agree	ment.		cet, unles
 	instructed otherwis	e in writing. Seller h s Purchase Agreeme	as reviewed an		this Purchase Agree	ment.		cet, unles
	instructed otherwis	e in writing. Seller h s Purchase Agreeme	as reviewed an ent is subject to	d understands all pages of a ttached Addendum to b	this Purchase Agree	ment.		cet, unles
 5 7	instructed otherwis	e in writing. Seller h s Purchase Agreeme gn.	as reviewed an	d understands all pages of	this Purchase Agree	ment. nt: Counto		cet, unles

252 FINAL ACCEPTANCE DATE: _____

253 This is a legally binding contract. If you desire legal or tax advice, consult the appropriate professional. FMAAR: BUYER LPA 6 (REV 9/2020)



MINERAL ATTACHMENT

DATE: 09/08/2021

Attached to purchase agreement dated: 09/08/2021 ______ for the property legally described: NW 1/4 15-160-82, Bottineau Co ND

The purpose of this attachment is to establish the mineral reservation/transfer for the subject property. A concrete determination of mineral right and royalty ownership typically requires a lengthy and costly Mineral Title Opinion drafted by an attorney. Because no Mineral Title Opinion was created on the subject property, the seller and Pifer's Auction & Realty **do not** warrant the ownership of any Mineral Rights, Royalties, or Aggregate Rights of the subject property. If any rights to Minerals, Royalties and/or Aggregate are transferred in this transaction they are in "as is" condition and without any warranty of title. Buyer has the opportunity to satisfy themselves regarding adequacy of title to minerals, and releases and forever waives any claims against Pifer's Auction & Realty regarding the same. Pifer's Auction & Realty will not give recommendations to buyer or seller on the retention/transfer of minerals and encourages parties to obtain legal counsel.

In accordance with North Dakota Century Code 47-10-24, unless specifically excluded, Minerals and Royalties shall convey to the grantee.

In accordance with North Dakota Century Code 47-10-25 the Gravel, Clay and Scoria shall be transferred with surface estate unless specifically reserved by name in deed, grant or conveyance.

In this transaction, Mineral Rights and Royalties are conveyed as follows:

CHECK ONE

1. The seller shall **retain** <u>100</u> (%) of whatever minerals interests (rights and royalties) sellers own or are determined at a later date through title review to have owned at the time of this conveyance, including but not limited to Oil, Coal, Gas, Uranium and Hydrocarbons owned as of record today.

_____2. The seller intends to convey only **_____** mineral acres (rights and royalties) to buyer as part of this transaction. If later title review established that seller does not have good title to the full conveyance of mineral interests, then seller conveys as many mineral acres (rights and royalties) that seller does have good title to on the parcel(s) at issue in this instrument.

_____3. The seller intends to reserve all mineral rights and royalties, and transfers none to buyer.

In this transaction the seller shall **retain** <u>00</u> (%) of whatever aggregate they own or are determined at a later date to own, including but not limited to Gravel, Clay, Sand, Dirt and Scoria.

Other:___

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date