

*CASS COUNTY, NORTH DAKOTA*  
**REAL ESTATE FOR SALE ON BIDS**

**BID INFORMATION PACKET**

**JOHN T. SHOCKLEY  
OHNSTAD TWICHELL LAW FIRM  
444 SHEYENNE ST., STE. 102  
PO BOX 458  
WEST FARGO ND 58078  
TEL: (701) 282-3249  
FAX: (701) 282-0825**

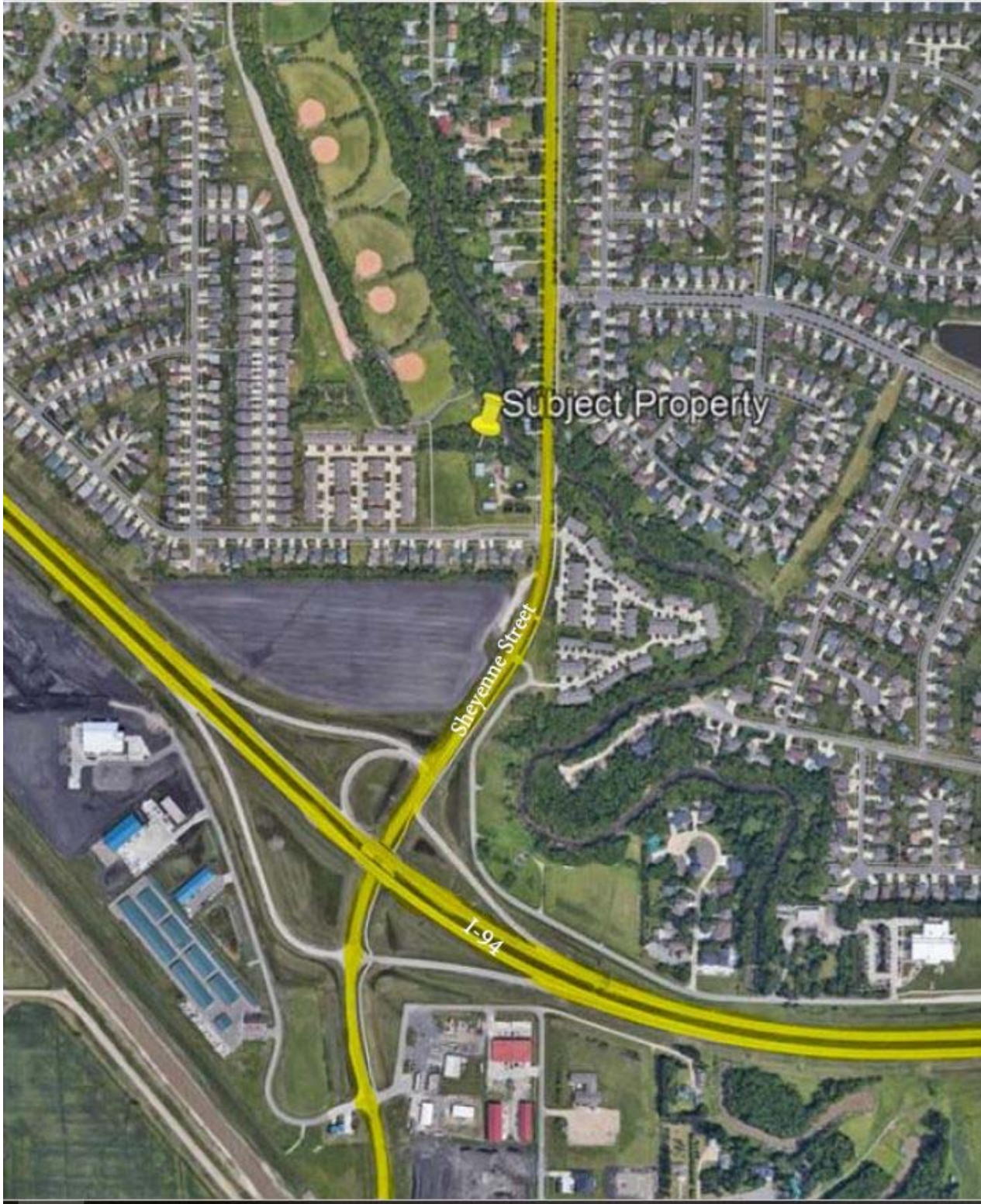
**LAND SALE**

**OWNER: WEST FARGO PARK DISTRICT**

**CASS COUNTY, NORTH DAKOTA**

**FOR SALE ON BIDS**

<b>CITY OF WEST FARGO - CASS COUNTY, NORTH DAKOTA</b>	
<p><i>Legal Description:</i></p> <p><b>Lot 1, Block 2, Elmwood Court Fourth Addition to the City of West Fargo, Cass County, ND</b></p>	<p><i>Property Information:</i></p> <p>116,657 Square Foot Lot. This property is currently zoned as P-Public Facilities District.</p> <p>The Property is located on the north side of 19<sup>th</sup> Avenue West and on the west side of Sheyenne Street.</p> <p><i>Note: Proposed Special Assessments for this parcel \$215,142.86.</i></p>



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The information included in this packet is not guaranteed. The proposed bidder should satisfy himself or herself that the information contained is reliable.

Bids should be a lump sum figure for the parcel.

**TAXES:** Real estate taxes for the year 2019 have been paid by Seller. All pending and future real estate taxes and special assessments shall be paid for by the Purchaser.

**POSSESSION:** The Purchaser shall be entitled to possession of the property as of the date of closing.

**TERMS OF SALE:** Seller is offering the tract for sale on a cash basis only. No bidder's bond of any nature is required to be submitted with your written bid nor will any be accepted. If your bid is accepted on September 17, 2020, you will be required to execute a written purchase agreement for the property and deposit 5% of the purchase price as earnest money. Attached is the bidding form. (See the attached Purchase Agreement form.)

**ABSTRACT OF TITLE:** The Seller shall furnish a current abstract covering the property. Purchaser will be given 10 days from receipt of the abstract to examine the abstract of title covering the property.

**BIDDING PROCEDURE:** Sealed bids will be received at Ohnstad Twichell Law Office, 444 Sheyenne Street, Suite 102, P.O. Box 458, West Fargo, ND 58078, or by email until 5:00 p.m. on September 10, 2020. **BIDS MUST BE ACCOMPANIED BY A CHECK FOR 5% DOWN.** Only the bidders who have submitted a written bid on a tract of property will be allowed to bid on that particular tract of property at the oral bidding. Your bid may be submitted on the bid form attached to this bid information form.

**The three highest bidders will be notified that they are invited to the oral bidding. The three highest bidders will be given written notice by mail, telephone, or email (if applicable) no later than September 14, 2020.**

At 10:00 a.m. on September 17, 2020, at the Ohnstad Twichell Office located at 444 Sheyenne St., Suite 102, West Fargo, North Dakota, the amount of the highest bid will be announced and the three highest bidders will have the right to participate in oral bidding. Each bid at the oral bidding must be raised by \$1,000 or a whole number multiple of \$1,000. Each bidder will be allowed one (1) skip. If a bidder uses his or her skip and fails to make a bid on any of the subsequent rounds, that bidder will be excused from the bidding process.

**SALE COSTS:** Seller shall be responsible for the following costs: The first Abstract continuation and examination fees, preparation of the Warranty Deed, and preparation of the recording expense of all releases, satisfactions, and corrective documents. Purchaser shall be responsible for subsequent title examination fees, if desired, and recordation of the Warranty Deed to Purchaser. Any cost not specifically enumerated herein shall be the responsibility of the party ordering the item or contracting thereof. In the special event that Purchaser or Purchaser's lender requires title insurance, the cost thereof shall be entirely paid by the Purchaser with the exception of the furnishing of a continued Abstract by Seller. A survey, if necessary, will be the responsibility of the Seller.

**ANTICIPATED CLOSING DATE:** \_\_\_\_\_, 2020 or other agreeable date.



**INFORMATION:** Requests for information and questions should be directed to John T. Shockley, Attorney at Law, 444 Sheyenne St., Ste. 102, P.O. Box 458, West Fargo, ND 58078, (701) 282-3249.

**SELLER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS  
AND WAIVE ANY BIDDING IRREGULARITIES**

**B I D F O R M**

I bid the sum of \$ \_\_\_\_\_ for all of the following land:

**Lot 1, Block 2, Elmwood Court Fourth Addition to the City of West Fargo, Cass County, ND.**

This bid is submitted in accordance with all of the terms and conditions set forth in the "BID INFORMATION" packet that was attached to this "BID FORM," such Bid Information is incorporated into this bid by reference.

Dated: \_\_\_\_\_, 2020

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone number \_\_\_\_\_ E-mail \_\_\_\_\_

**NOTE:** Bids must be postmarked or delivered to the offices of **Ohnstad Twichell Law Firm, 444 Sheyenne St., Suite 102, P.O. Box 458, West Fargo, ND 58078**, by 5:00 p.m. on September 10, 2020; **THE BIDS MUST BE ACCOMPANIED WITH A CHECK FOR 5% DOWN.** OR sent via email to Ohnstad Twichell to: [jshockley@ohnstadlaw.com](mailto:jshockley@ohnstadlaw.com) AND [aroman@ohnstadlaw.com](mailto:aroman@ohnstadlaw.com)

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## PURCHASE AGREEMENT

**PARTIES:** This agreement is made by and between West Fargo Park District, a municipal corporation under the laws of the state of North Dakota (referred to as Seller), and \_\_\_\_\_ of \_\_\_\_\_, his/their heirs, assigns, and personal representatives (referred to as Purchaser).

**PURPOSE:** The purchaser agrees to purchase from the Seller the following described property upon the following terms and conditions:

### **Real Estate Description:**

**Lot 1, Block 2, Elmwood Court Fourth Addition to the City of West Fargo, Cass County, ND.**

### **TERMS AND CONDITIONS:**

**Purchase Price.** The total purchase price for the property shall be \$\_\_\_\_\_. The purchase price shall be due and payable as follows: 5% down as earnest money and the balance of \$\_\_\_\_\_ on or before the Closing. This contract and earnest money paid hereunder shall be held by Seller for the mutual benefit of the parties hereto.

**Abstract.** The Seller shall furnish a current abstract covering the property.

**Title.** The title to the property conveyed to the Purchaser shall be good and marketable title. Any title defects must be reported by the Purchaser to the Seller within 10 days of the date the Purchaser has received a current abstract from the Seller. Failure to so report such title defects shall constitute a waiver of said defects. The Seller shall then have 30 days in which to correct said defects. Failure to correct said defects within this 30-day period shall render this agreement null and void, and all earnest money shall then be refunded to the Purchaser.

**Real Estate Taxes.** Real estate taxes and special assessments due from prior years shall be paid by the Seller. Real estate taxes and special assessments for the year 2020 and all future real estate taxes and special assessments shall be paid for by the Purchaser. Purchaser shall assume all special assessments, certified or uncertified.

**Possession.** The Purchaser shall be entitled to possession of the property as of the date of closing.

**Condition.** It is specifically agreed that the above-described real property, all buildings and improvements, and all personal property and appliances covered by this Purchase Agreement are being conveyed and transferred in an "as is" condition, and the Seller expressly does not make and Purchaser herein waives all warranties, express or implied, including the warranties of merchantability or fitness for a particular purpose or warranty regarding quality, condition or safety, with the exception of a warranty of title as contained in the Warranty Deed to be delivered at closing. This provision shall survive the closing of this Purchase Agreement regardless of whether it appears in any further documentation implementing the closing of this Agreement.

**Costs.** Seller shall be responsible for the following closing costs: The first Abstract continuation, preparation of the Warranty Deed, and preparation of and recording expense of all releases,



satisfactions, and corrective documents. Seller will also be responsible for the initial title examination fees and the recordation of the Warranty Deed to Purchaser. Purchaser shall be responsible for any subsequent title examination fees, if desired. Any cost not specifically enumerated herein shall be the responsibility of the party ordering the item or contracting therefore. In the special event that Purchaser or Purchaser's lender requires title insurance, the cost thereof shall be entirely paid by Purchaser with the exception of the furnishing of a continued Abstract by Seller.

**Amendment.** No amendment, modification, or waiver of any condition, provision or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound or a duly authorized representative and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party or any default of another party shall not affect 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 thereto under and pursuant to this Purchase Agreement.

**Risk of Loss.** Risk of loss shall pass to the Purchaser as of the date of closing.

**Closing.** Closing shall take place on or before \_\_\_\_\_, 2020. [or other agreed date].

**Copies.** Separate copies of this agreement may be signed by the parties, including, but not limited to facsimile copies. In the event each party has signed one or more copies of this agreement, all such copies shall be deemed to constitute one original. It is the parties intention that it shall not be necessary for all parties to sign the same copy as long as each party has signed at least one copy of this agreement, and that by so signing, these copies shall jointly constitute a valid original agreement fully binding all parties to the terms contained in this agreement.

**Binding Effect.** This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns. This Purchase Agreement shall be governed by the laws of the State of North Dakota.

Dated: \_\_\_\_\_, 2020

**SELLER:**  
WEST FARGO PARK DISTRICT

BY: \_\_\_\_\_  
Its: President

BY: \_\_\_\_\_  
Its: Clerk

Dated: \_\_\_\_\_, 2020

**PURCHASER:**  
\_\_\_\_\_