

LAND PURCHASE AGREEMENT

For use in North Dakota only

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Page 1

Date: _____ MLS#: _____

TERMS AND CONDITIONS: Subject to terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase the property at: Address _____

City _____ County _____ State _____ Legally described as _____

Seller has this day agreed to sell all included real estate and personal property to Buyer for the sum of _____ Dollars (\$ _____).

_____, "Buyer" agrees to pay \$ _____ **earnest money** which shall be delivered to the listing broker, or, if checked, to ☐ _____ within two (2) business days after the Final Acceptance Date of this Purchase Agreement. The earnest money shall be deposited in the trust account of the Earnest Money Holder as specified above within one (1) business day of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later. Said earnest money is part payment for the purchase of property described above.

Buyer agrees to ☐ **pay in cash** ☐ **finance** remaining balance. Financing, if any, will be: (see Mortgage Financing Section)

☐ **Contract for Deed** (see Addendum) ☐ **Assumption Financing** (see Addendum)

This sale includes the following property (if any owned by Seller and located on said property): garden bulbs, plants, shrubs, and trees; and the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances: _____

This sale excludes the following property: _____

SALE OF BUYER'S PROPERTY

This Purchase Agreement ☐ **is** (see attached Addendum) ☐ **is not** subject to a Contingency Addendum for the sale of the Buyer's Property. This Purchase Agreement ☐ **is** ☐ **is not** contingent on the successful closing of Buyers property located at _____, which is currently under contract.

The closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing, if financing is applicable.

CLOSING DATE

The closing date shall be _____, 20____.

POSSESSION: Seller shall deliver possession of the property immediately following closing unless otherwise specified.

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

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:

The Purchase Agreement ☐ **IS** ☐ **IS NOT** subject to the mortgage financing provisions below. If **IS**, complete the **MORTGAGE FINANCING** section below.

Buyer shall apply for and secure, at Buyer's expense, a:

☐ **CONVENTIONAL**

☐ **OTHER** _____

Mortgage estimated to be _____ % of the sale price amortized monthly over a period of not more than _____ years with an initial mortgage interest rate of no more than _____ % per year with 0 discount points (0.5 if required by financing program), plus Private Mortgage Insurance, if applicable.

INITIAL: SELLER _____ **DATE** _____ **BUYER** _____ **DATE** _____

SELLER _____ **DATE** _____ **BUYER** _____ **DATE** _____

46 ADDRESS: _____ Page 2

47 **MORTGAGE APPLICATION:** The mortgage application is to be made within **five business days** after the final acceptance date
48 of this Purchase Agreement. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all documents
49 required to consummate said financing. If Buyer cannot secure a commitment for such mortgage, this agreement shall become null
50 and void; Buyer and Seller agree to sign a Cancellation of Purchase Agreement and earnest money shall be refunded to Buyer.

51 **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
52 *(Check one)*

53 ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE OF THIS PURCHASE AGREEMENT; OR**
54 ☐ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

55 **APPRAISAL:** If the property appraises for less than the purchase price, Buyer shall have the privilege and option of (a) proceeding
56 with consummation of the contract without regard to the amount of the appraised valuation, (b) re-negotiating or (c) canceling the
57 Purchase Agreement. If Buyer chooses to cancel, Buyer and Seller agree to sign a Cancellation of Purchase Agreement and earnest
58 money shall be refunded to Buyer.

59 **CONVENTIONAL MORTGAGE**

60 **PRIVATE MORTGAGE INSURANCE (PMI):** PMI may be required by the lending institution. Buyer agrees to pay all subsequent
61 years' mortgage insurance premiums as required by the lending institution. The said PMI may vary based on the mortgage amount,
62 unless paid in cash at closing.

63 **REAL ESTATE TAXES, SPECIAL ASSESSMENTS & FEES**

64 **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including
65 all penalties and interest. Based upon ☐ gross ☐ discounted estimated taxes for the year 20____ from the Assessor to be
66 paid as follows: At closing, Seller to pay *(check one)* ☐ none ☐ all ☐ prorated to the date of closing ☐ prorated to the date
67 _____ the real estate taxes based on the year specified above. In the event the closing date is changed, the real
68 estate taxes paid, if prorated to the date of closing, shall be adjusted to the new closing date.

69 **SPECIAL ASSESSMENTS SHALL BE PAID AS FOLLOWS:**

70 **ANNUAL INSTALLMENTS:** ☐ There are none ☐ Buyer shall assume ☐ Seller shall pay on the date of closing
71 ☐ Buyer and Seller shall prorate as of _____, all installments of special assessments due
72 and payable for the year of closing.

73 **UNCERTIFIED (balance unpaid + interest):** ☐ There are none ☐ Buyer shall assume approximately \$_____,
74 as of the date of contract. ☐ Seller shall pay uncertified special assessments on the date of closing in the amount of
75 \$_____ plus interest.

76 **WORK IN PROGRESS/PENDING/PROPOSED:** ☐ There are none ☐ Buyer shall assume approximately
77 \$_____ ☐ Seller shall pay on the date of closing special assessments in progress, pending and/or proposed as of
78 the date of contract up to \$_____.

79 **TAX AND SPECIAL ASSESSMENT NOTICE:** As of the date of this Purchase Agreement, Seller ☐ has ☐ has not received a
80 notice regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the
81 property. Buyer is aware there may be new public improvement projects, the costs of which may be assessed against the property.
82 Seller agrees to immediately notify Buyer of any such notice received between the date of this Agreement and the date of closing.
83 Seller and Buyer may then agree in writing, on or before the date of closing, to the payment terms of the notified assessments. In the
84 absence of such an agreement, parties will agree to immediately sign a Cancellation of Purchase Agreement directing all earnest money
85 paid hereunder to be refunded to Buyer. Following closing, Buyer shall pay all real estate taxes and any unpaid special assessments
86 payable therewith and thereafter, for which payment is not otherwise provided. It is understood future general taxes and special
87 assessments are only estimates.
88 **No representations have been made concerning the amount of subsequent real estate taxes or special assessments.**

89 **PRO-RATA ADJUSTMENTS:** Homeowner association dues, rents, and all charges for water, sewer, electricity, propane, oil
90 and natural gas shall be prorated between the parties as of _____.

91 **INITIAL: SELLER** _____ **DATE** _____ **BUYER** _____ **DATE** _____

92 **SELLER** _____ **DATE** _____ **BUYER** _____ **DATE** _____

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 ☐ **Buyer** ☐ **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.

111 **TITLE AND EXAMINATION:** Seller, at Seller's expense, shall furnish an abstract of title, or a registered property abstract, certified
112 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
114 agree to sign a Cancellation of Purchase Agreement. However, Buyer may waive defects and elect to purchase. *Buyer, at Buyer's option,*
115 *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*
116 *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
117 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 WARRANTIES:**

- 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.

130 **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision
131 expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real property to be conveyed
132 has been or will be approved for recording as of the date of closing.

133 **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,
134 including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller. If the property is destroyed or
135 substantially damaged before the closing date, this Purchase Agreement shall become null and void, at Buyer's option, by written
136 notice to Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a Cancellation of Purchase
137 Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

138 **ENVIRONMENTAL CONCERNS:** To the best of Seller's knowledge, there are no hazardous substances or underground storage
139 tanks unless otherwise noted in Purchase Agreement. Seller gives Buyer the right to have the property tested for radon gas, mold, or
140 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
142 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** _____

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.

152 **DEFAULT:** If Buyer defaults in any of the agreements herein, Seller may terminate this Purchase Agreement and payments made
 153 hereunder may be retained by Seller to apply to damages (which Buyer agrees equals or exceeds that amount). This provision shall
 154 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
 155 of this Agreement, provided this Purchase Agreement is not terminated, and further provided, as to specific performance, such action
 156 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.

159 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** As a general rule, 26 U.S. Code § 1445 (hereinafter
 160 "FIRPTA") requires a transferee (Buyer) of a United States real property interest to withhold a tax from the proceeds of any disposition
 161 of the real property interest if the transferor (Seller) is a foreign person (any person other than a United States person), unless an
 162 exception to the FIRPTA withholding requirements applies. Exemptions from the general rule are set forth in the FIRPTA. **Due to**
 163 **the complexity of the FIRPTA, both the Buyer and the Seller are advised to seek appropriate legal and tax advice regarding**
 164 **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.**

166 Seller hereby represents and warrants that Seller ☐ is ☐ is not a foreign person, as defined by the FIRPTA. This representation of
 167 the Seller shall survive closing. Seller's agents and Buyer's agents, and any qualified substitute, as those terms are defined by the
 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
 171 exemptions to the FIRPTA apply to the transaction. If the Seller represents that it is a foreign person, but that one of the exemptions
 172 to the FIRPTA apply, Buyer may require Seller to provide specific documentation as prescribed by the FIRPTA to verify, under
 173 penalty of perjury, that one of the exemptions to the FIRPTA withholding requirements applies to the transaction. If the Seller
 174 represents that it is not a foreign person, the Buyer, or its agents or qualified substitutes, may require the Seller to provide specific
 175 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.

178 **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction
 179 constitutes a valid, binding signature.

AGENCY

180 **NOTICE OF AGENCY REPRESENTATION: This notice does not satisfy statutory Agency Disclosure requirements.**

181 _____ is ☐ Buyer's Agent ☐ Seller's Agent ☐ Dual Agent ☐ Non-Agent
 182 Selling Licensee -----check one-----

183 _____
 184 Selling Brokerage

185 _____ is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Non-Agent
 186 Listing Licensee -----check one-----

187 _____
 188 Listing Brokerage

189 **INITIAL: SELLER** _____ **DATE** _____ **BUYER** _____ **DATE** _____

SELLER _____ **DATE** _____ **BUYER** _____ **DATE** _____

191 **DUAL AGENCY REPRESENTATION:**

192 ☐ Dual Agency representation **does not** apply in this transaction. **Skip lines 193-207.**

193 ☐ Dual Agency representation **does** apply in this transaction.

194 Broker represents both the Seller(s) and the Buyer(s) of the property involved in this transaction, which creates dual agency. This
195 means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting
196 interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a Dual Agent
197 in this transaction without the consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:

- 198 (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain
199 confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;
200 (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
201 (3) within the limits of dual agency, Broker and the salespersons will work diligently to facilitate the mechanics of the sale.

202 With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its
203 salespersons to act as dual agents in this transaction.

204 _____
205 Buyer Date Seller Date

206 _____
207 Buyer Date Seller Date

208 **APPOINTED AGENCY:** Appointed Agency ☐ **does** ☐ **does not** apply. If Broker has adopted an appointed agency policy, dual
209 agency will not apply.

210 Seller warrants that the property is directly connected to: ☐ **city sewer** ☐ **city water** ☐ **rural water** ☐ **well** ☐ **none.**

211 **SUBSURFACE SEWAGE TREATMENT SYSTEM:** Seller ☐ **does** ☐ **does not** know of a subsurface sewage treatment system
212 on or serving the property. (If **does**, see Subsurface Sewage Treatment System Disclosure Statement.)

213 ☐ **Buyer** ☐ **Seller** agrees to provide, if required by this Purchase Agreement, governing authority, and/or lender a licensed
214 inspector's subsurface sewage treatment system report or notice indicating if the system complies with applicable regulations. A valid
215 certificate of compliance for the system may satisfy this obligation. Seller is not obligated to upgrade, repair or replace the
216 subsurface sewage treatment system unless otherwise agreed to in this Purchase Agreement.

217 **PRIVATE WELL:** Seller ☐ **does** ☐ **does not** know of a well on or serving the property. (If **does**, and well is located on the
218 property, see Well Disclosure Statement.)

219 ☐ **Buyer** ☐ **Seller** agrees to provide a water quality test if required by this Purchase Agreement, governing authority, and/or lender.

220 This Purchase Agreement ☐ **is (attach)** ☐ **is not** subject to a Subsurface Sewage Treatment System and Well Inspection
221 Contingency Addendum.

222 **OTHER TERMS:** _____

223 _____

224 **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

225 **NOTE: Disclosures are not part of this Purchase Agreement**

226 ☐ Addendum to Purchase Agreement

227 ☐ Addendum to Purchase Agreement: Contract for Deed Financing

228 ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency

229 ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency

230 **ENTIRE AGREEMENT:** This Purchase Agreement, any accompanying exhibits, and any addenda or amendments signed by the
231 parties shall constitute the entire agreement between Seller and Buyer and supercedes all other written or oral agreements between
232 Seller and Buyer. This Purchase Agreement can be modified only in writing signed by Seller and Buyer. All monetary sums are
233 deemed to be United States currency for purposes of this agreement. Buyer or Seller may be required to pay certain closing costs
234 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** _____

236 ADDRESS: _____ Page 6

237 A copy of this agreement may be delivered in person or electronically to Seller, Buyer, or their agents.

238 **BUYER:** Buyer agrees to purchase the property for the price, terms and conditions as set forth above. Buyer has reviewed and
239 understands all pages of this Purchase Agreement.

240 _____
241 Buyer Signature Date Buyer Signature Date

242 _____
243 Buyer Printed Name Buyer Printed Name

244 **SELLER:** Seller accepts this Purchase Agreement and authorizes Listing Broker to withdraw said property from the market, unless
245 instructed otherwise in writing. Seller has reviewed and understands all pages of this Purchase Agreement.

246 ☐ If checked, this Purchase Agreement is subject to attached Addendum to Purchase Agreement: Counteroffer.

247 All Sellers must sign.

248 _____
249 Seller Signature Date Seller Signature Date

250 _____
251 Seller Printed Name Seller Printed Name

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: _____

Attached to purchase agreement dated: _____ for the property legally described: _____

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** _____ (%) 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** _____ (%) 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