

5,155.22 Acres • Dawson County, MT

The Pleasant View Land
Auction

OPENS: Friday, August 21, 2026 – 1:00 p.m. (MT)

CLOSES: Tuesday, August 25, 2026 – 1:00 p.m. (MT)

OWNERS: Jarrod & Amy Steffan



Pifer's

701.206.1095

www.pifers.com

INTRODUCTION

The Pleasant View Land Auction offers 5,155.22 +/- acres of contiguous farm and ranch ground six miles west of Glendive, MT. The Steffan family has spent the past few years building this operation into the productive farm and ranch it is today, and now it is offered to the next generation of producers. These 12 parcels give bidders the option to acquire individual parcels or assemble multiple parcels that can meet the goals of an investment or operation expansion.

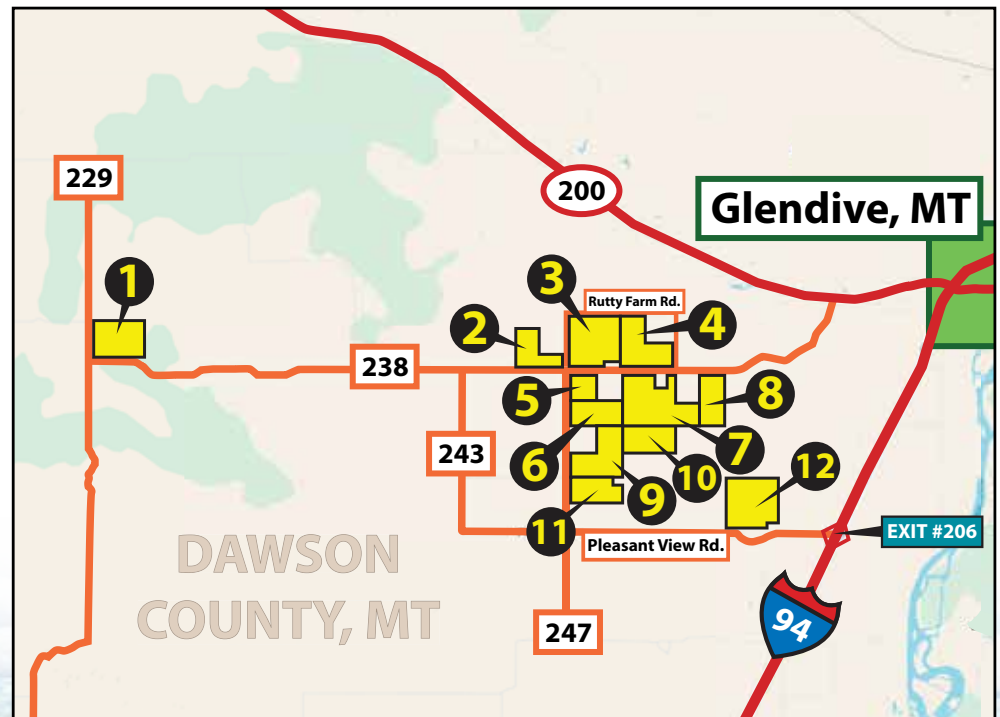
The land carries a balanced split: approximately 2,520 +/- acres of cropland and hayland, with the remaining 2,635 +/- acres in native and enhanced grazing. The cropland is carrying wheat, peas, and hay through the 2026 season; the grazing base is anchored by the Sand Creek tributary that draws through the heart of the property. Multiple wells, including solar wells, supplement the creek water across the grazing parcels, and direct county road access reaches virtually every parcel.

The property reads as a single integrated unit. Cropland and hay ground sit on the flatter terrain; native grazing follows the rolling creek bottom valley along Sand Creek. Gates between the two open harvested fields for fall and winter grazing once the crop comes off, extending the feed base well past the growing season. Deer and antelope move across the property year-round, and the hunting holds up alongside the working ag base.

Mineral Rights: 75% of surface mineral interests will transfer to the buyer at closing. The remaining 25% surface interest, including but not limited to sand, gravel, clay, and aggregate interests, along with 100% of subsurface mineral rights, will be reserved by the seller.

From Glendive, MT

Drive to the west side of town on I-94 to Exit #211 / Hwy. #200. Follow Hwy. #200 west for 2 miles to County Rd. #238. Turn south on County Rd. #238 and follow it westerly for 2.25 miles to the northeast corner of parcel 8. Continue on County Rd. #238 to reach the north parcels of the offering, and continue for an additional 8 miles to reach parcel 1.



Andy Mrnak | 701.206.1095 • andy@pifers.com

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THE PLEASANT VIEW HIGHLIGHTS

Working Ranch Attribute's

The Pleasant View offering carries the basics of a balanced working operation. Native grass and hay land utilized as enhanced grazing supply forage through the summer; the cropland base produces small grains and peas alongside winter feed, supporting stocking rates that a grass-only operation cannot match. Multiple wells supplement Sand Creek and Clear Creek for livestock water, perimeter fencing is intact across the grazing parcels (with portions recently updated), and direct county road access reaches every tract. Bidders may acquire individual parcels at their own discretion or assemble multiple contiguous parcels into a single operation.

Community & Surrounding Areas

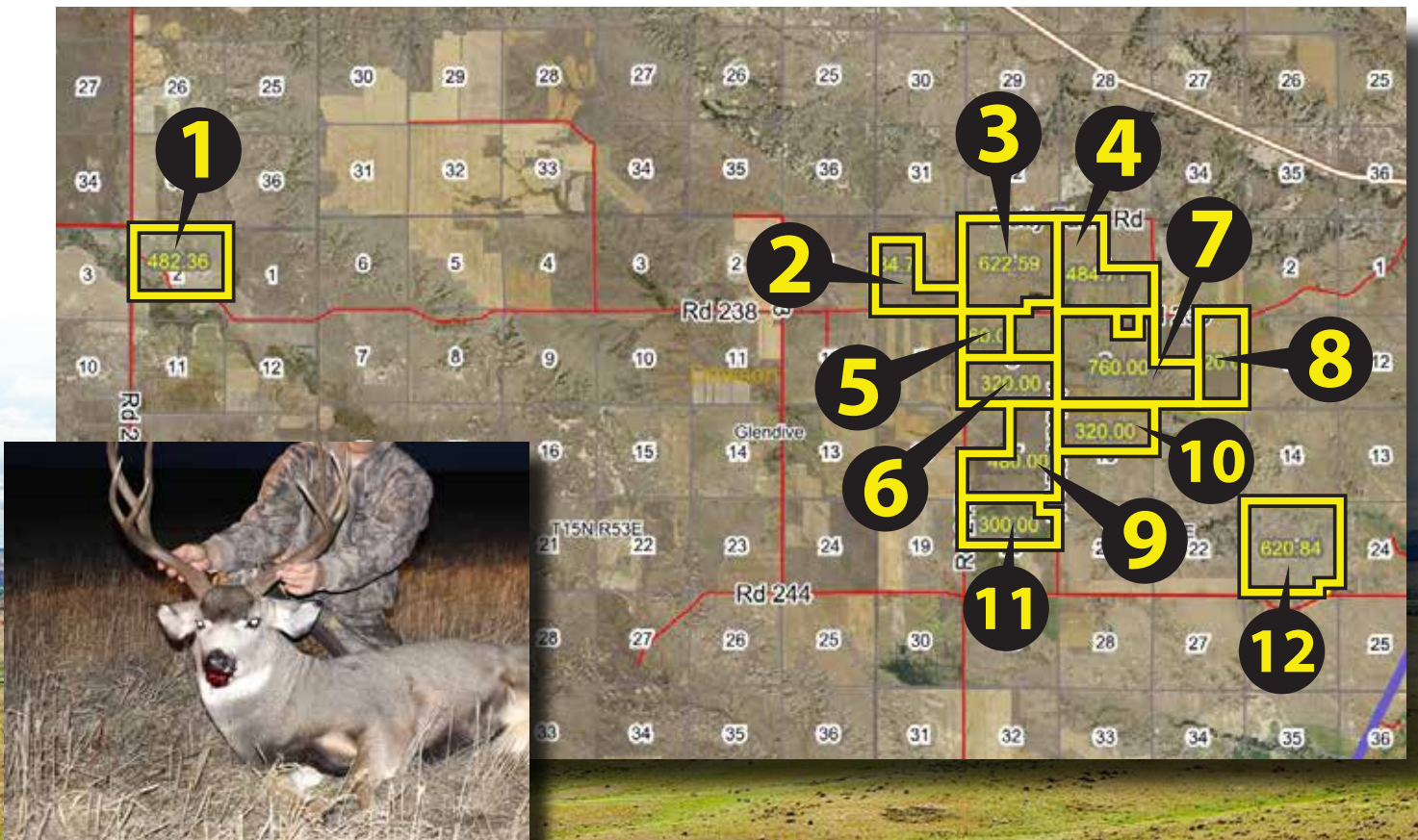
Glendive is the seat of Dawson County and sits along the Yellowstone River in eastern Montana, six miles east of the Pleasant View neighborhood. The town supports a working agricultural economy built on ranching, dryland farming, and the energy industry, with Interstate 94 providing full services and connectivity. Makoshika State Park, Montana's largest state park, lies just south of town with badlands terrain and hiking trails, and the Intake area on the Yellowstone River draws paddlefish anglers each spring. The valley carries western heritage that runs back to the cattle drives of the late 1800s, and the agricultural country that surrounds it continues to anchor the region's economy today.

Overall Property Summary

Total Acres: 5,155.22 +/-
Total Taxes (2025): \$10,062.59

Property Inspection / Preview

By appointment only. Contact Andy Mrnak at 701.206.1095 to schedule.



PARCEL 1

Acres: 482.36 +/-

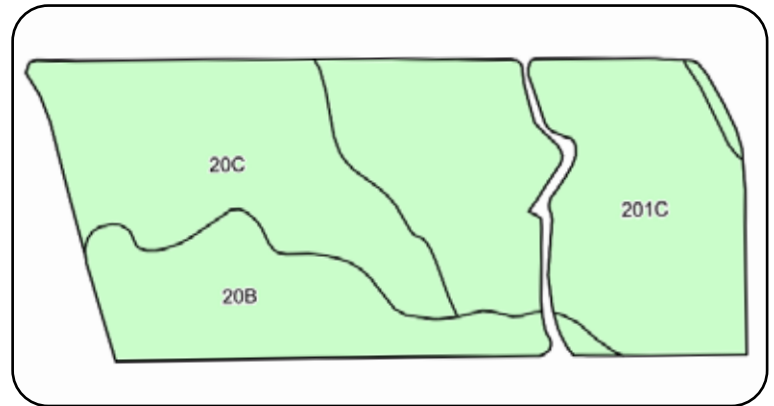
Legal: N½, N½S½ in 2-15-52

FSA Crop Acres: 93.02 +/-

Grazing Acres: 369.79 +/-

Taxes (2025): \$648.56

A combination tract that runs 369 +/- acres of productive native grassland alongside roughly 93 +/- acres of cropland along the southern boundary. Clear Creek cuts through the southwest corner. A 2022 solar well with a cistern supply tank feeds a 2,000 gallon fence-line trough for the grazing base. Perimeter fencing encloses both the grass and the cropland, with direct access off County Rd. #238.



Code	Soil Description	Acres	Percent of field	Non-Irr Class *c	Irr Class *c
201C	Lonna-Cambeth silt loams, 2 to 8 percent slopes	44.54	47.9%	IVe	IVe
20C	Lonna silt loam, 4 to 8 percent slopes	28.07	30.2%	IVe	IVe
20B	Lonna silt loam, 2 to 4 percent slopes	20.41	21.9%	IVe	IVe

PARCEL 2

Acres: 284.72 +/-

Legal: S½SE¼, SW¼ & S½NW¼ in 6-15-54

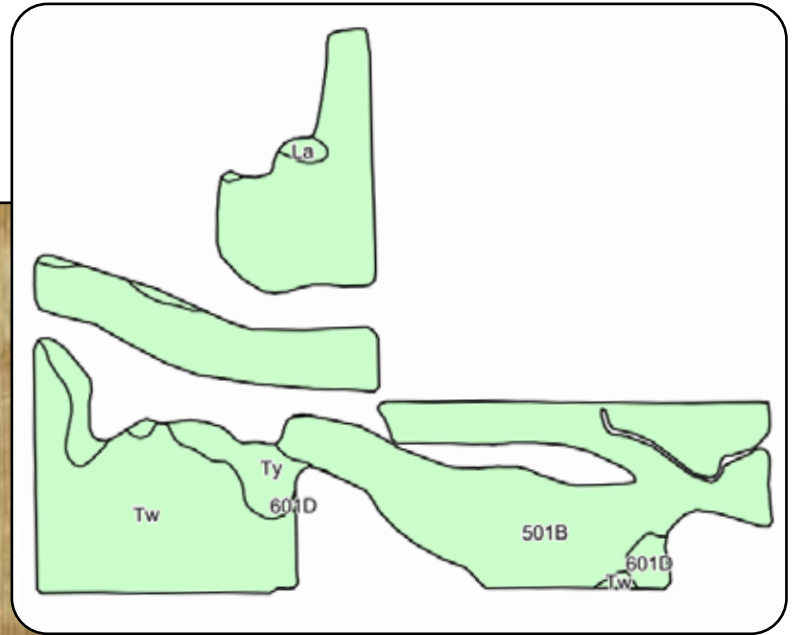
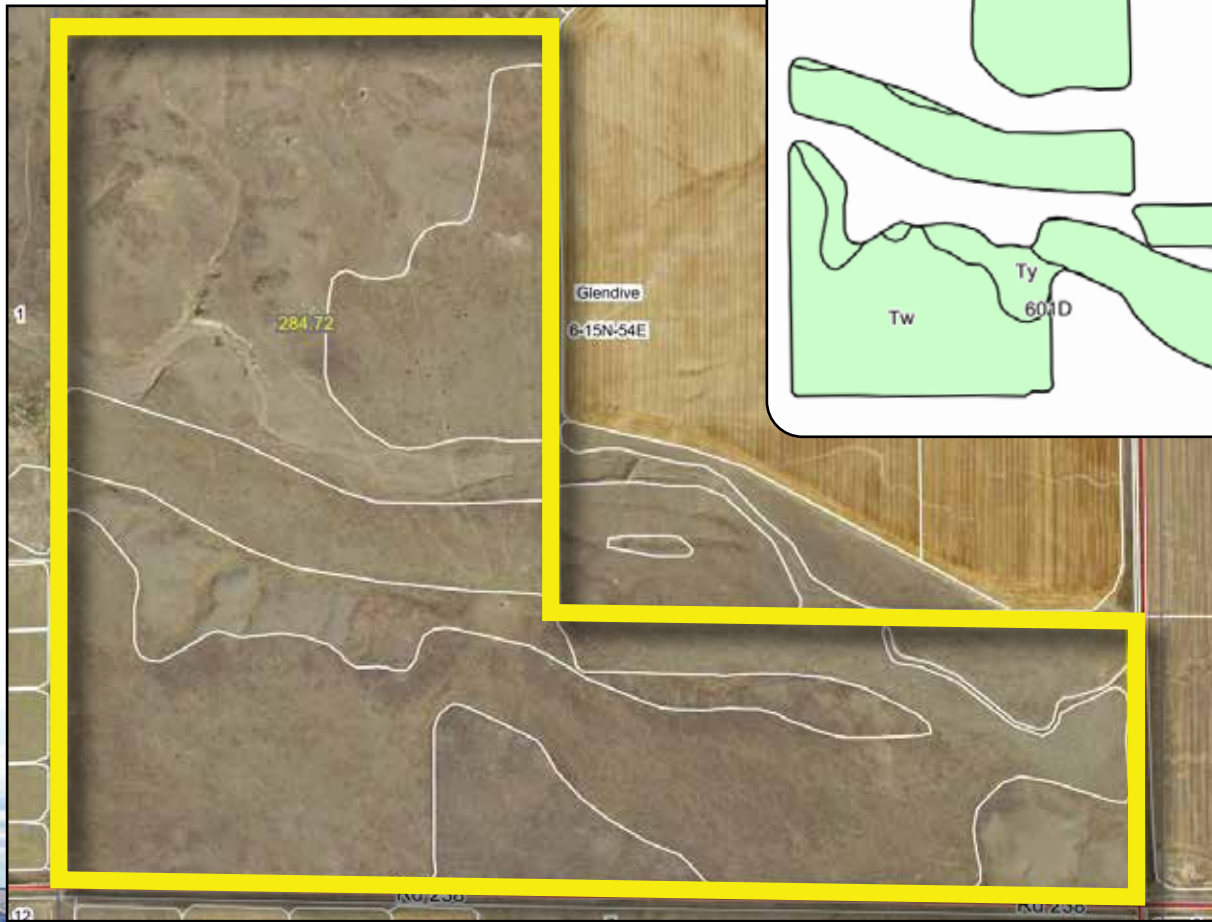
FSA Crop Acres: 174.74 +/-

Grazing Acres: 121.05 +/-

Taxes (2025): \$627.85

Native grassland blended with hay ground that is currently being run as enhanced grazing, dominated by early-season crested wheatgrass and brome. Strong forage through the first half of the grazing season. A central well with direct electric power supplements Sand Creek's natural water across the parcel.

Crop	Base Acres	Yield
Wheat	13.6	14 bu.
Total Base Acres: 13.6		



Code	Soil Description	Acres	Percent of field	Non-Irr Class *c	Irr Class *c
501B	Kremlin-Eapa loams, 0 to 4 percent slopes	107.72	66.8%	IIIe	Ile
Tw	Attewan loams, 2 to 4 percent slopes	39.59	24.6%	IIIe	IIIe
Ty	Attewan loams, 4 to 8 percent slopes	9.73	6.0%	IIIe	IVe
601D	Subwell-Bigsheep complex, 4 to 15 percent slopes	2.12	1.3%	IIIe	IIIe
La	Lambert gravelly loam, 20 to 40 percent slopes	2.02	1.3%	VIIe	

PARCEL 3

Acres: 622.59 +/-

Legal: Lots 1-4, S½ N½, SW¼, COS 1110 & Parcel Tract A in 5-15-54

FSA Crop Acres: 383.61 +/-

Grazing Acres: 225.99 +/-

Taxes (2025): \$1,481.46

Over 383 +/- acres of cropland, currently planted to peas, paired with 226 +/- acres of perimeter-fenced native grassland. Sand Creek runs through the parcel with productive cropland and grazing ground on both sides. Excellent access off County Rd. #238. Impressively, parcel 3 also features a 50' x 100' steel Quonset alongside 9 grain bins that total over 40,000 bu. of grain storage.

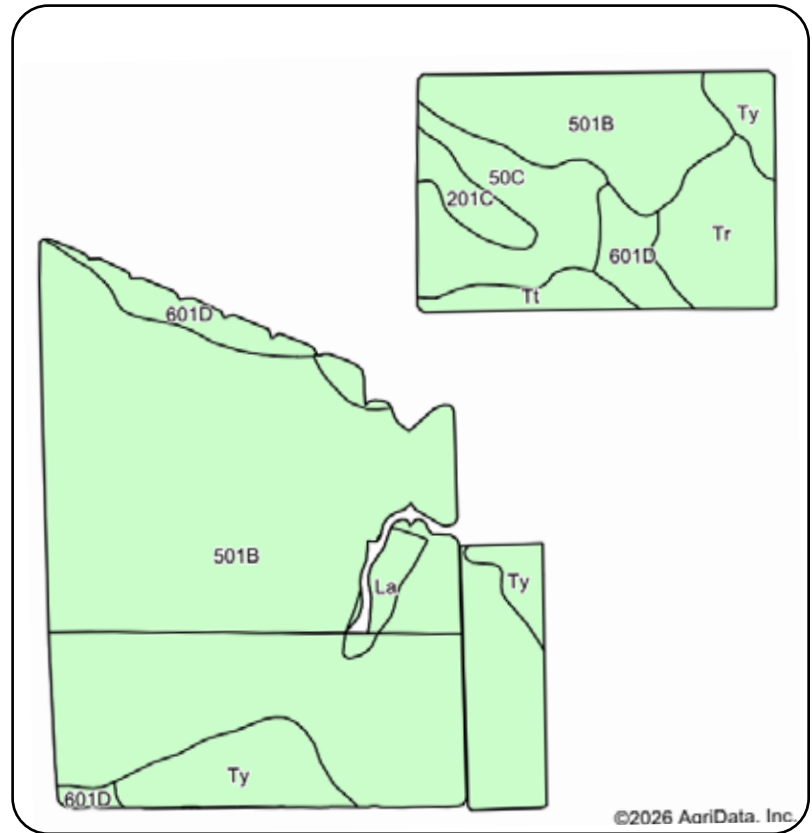


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PARCEL 3

Crop	Base Acres	Yield
Wheat	79.34	26 bu.
Barley	20.44	33 bu.
Total Base Acres: 99.78		



Code	Soil Description	Acres	Percent of field	Non-Irr Class *c	Irr Class *c
501B	Kremlin-Eapa loams, 0 to 4 percent slopes	251.66	70.4%	IIIe	Ile
Ty	Attewan loams, 4 to 8 percent slopes	26.76	7.5%	IIIe	IVe
50C	Kremlin loam, warm, 2 to 8 percent slopes	23.73	6.6%	IIIe	IIIe
Tr	Attewan fine sandy loam, 1 to 4 percent slopes	19.11	5.3%	IVe	IVe
601D	Subwell-Bigsheep complex, 4 to 15 percent slopes	16.91	4.7%	IIIe	IIIe
Tt	Attewan loam, 2 to 4 percent slopes	8.71	2.4%	IIIe	IIIe
201C	Lonna-Cambeth silt loams, 2 to 8 percent slopes	6.34	1.8%	IVe	IVe
La	Lambert gravelly loam, 20 to 40 percent slopes	4.71	1.3%	VIIe	

PARCEL 4

Acres: 484.71 +/-

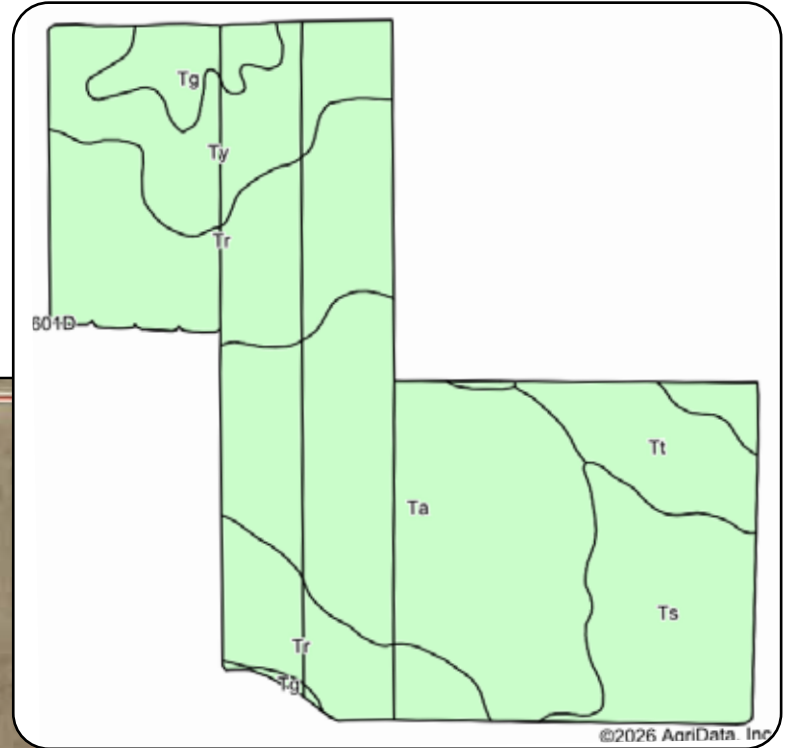
Legal: W½ & SE¼ in 4-15-54

FSA Crop Acres: 387.2 +/-

Grazing Acres: 95.53 +/-

Taxes (2025): \$889.11

Cropland-heavy parcel with 387 +/- acres, currently in pea and wheat production. Direct access reaches both the cropland and the 95 +/- acre fenced pasture on the southwest side, which carries Sand Creek frontage.



Crop	Base Acres	Yield
Wheat	163.3	26 bu.
Barley	60.4	33 bu.
Total Base Acres: 223.7		

Code	Soil Description	Acres	Percent of field	Non-Irr Class *c	Irr Class *c
Ta	Chinook fine sandy loam, 0 to 4 percent slopes	136.92	35.3%	IVe	IVe
Tr	Attewan fine sandy loam, 1 to 4 percent slopes	112.50	29.1%	IVe	IVe
Ty	Attewan loams, 4 to 8 percent slopes	48.16	12.4%	IIIe	IVe
Ts	Attewan loam, 0 to 2 percent slopes	47.47	12.3%	IIIe	IIIe
Tt	Attewan loam, 2 to 4 percent slopes	26.27	6.8%	IIIe	IIIe
Tg	Tinsley-Lambert complex, 15 to 65 percent slopes	15.88	4.1%	VIIe	

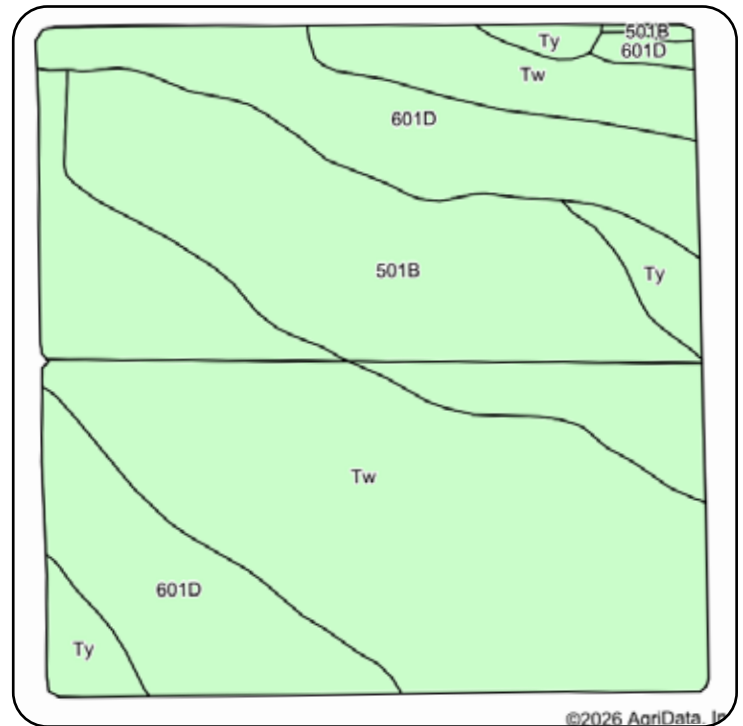
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PARCEL 5

Acres: 160 +/-
Legal: NW¼ in 8-15-54
FSA Crop Acres: 153.84 +/-
Taxes (2025): \$428.11

A 160 +/- acre quarter section in full crop production, currently planted to peas with an excellent stand. Reads well as a feed base addition to an existing operation or as standalone investment ground. Excellent access along County Rd. #247.



PARCELS 5 & 6 COMBINED

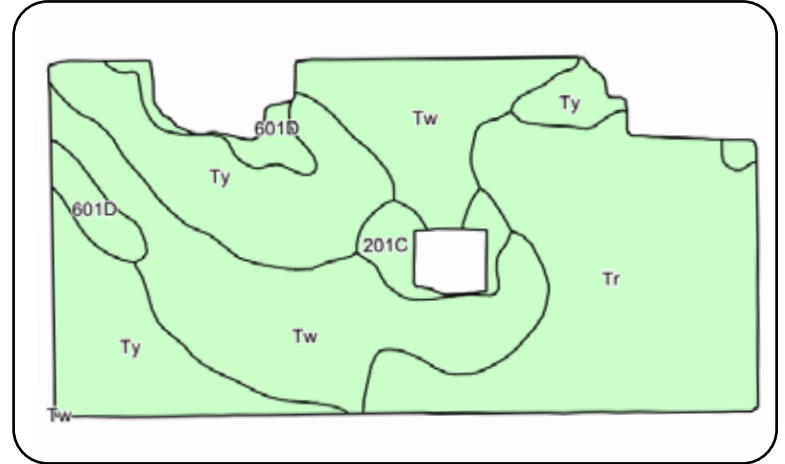
Crop	Base Acres	Yield
Wheat	114.2	23 bu.
Barley	39.1	31 bu.
Total Base Acres: 153.3		

Code	Soil Description	Acres	Percent of field	Non-Irr Class *c	Irr Class *c
Tw	Attewan loams, 2 to 4 percent slopes	70.73	45.9%	IIIe	IIIe
501B	Kremlin-Eapa loams, 0 to 4 percent slopes	41.35	26.9%	IIIe	Ile
601D	Subwell-Bigsheep complex, 4 to 15 percent slopes	35.05	22.8%	IIIe	IIIe
Ty	Attewan loams, 4 to 8 percent slopes	6.71	4.4%	IIIe	IVe

PARCEL 6

Acres: 320 +/-
Legal: S½ in 8-15-54
FSA Crop Acres: 278.64 +/-
Grazing Acres: 37.02 +/-
Taxes (2025): \$982.28

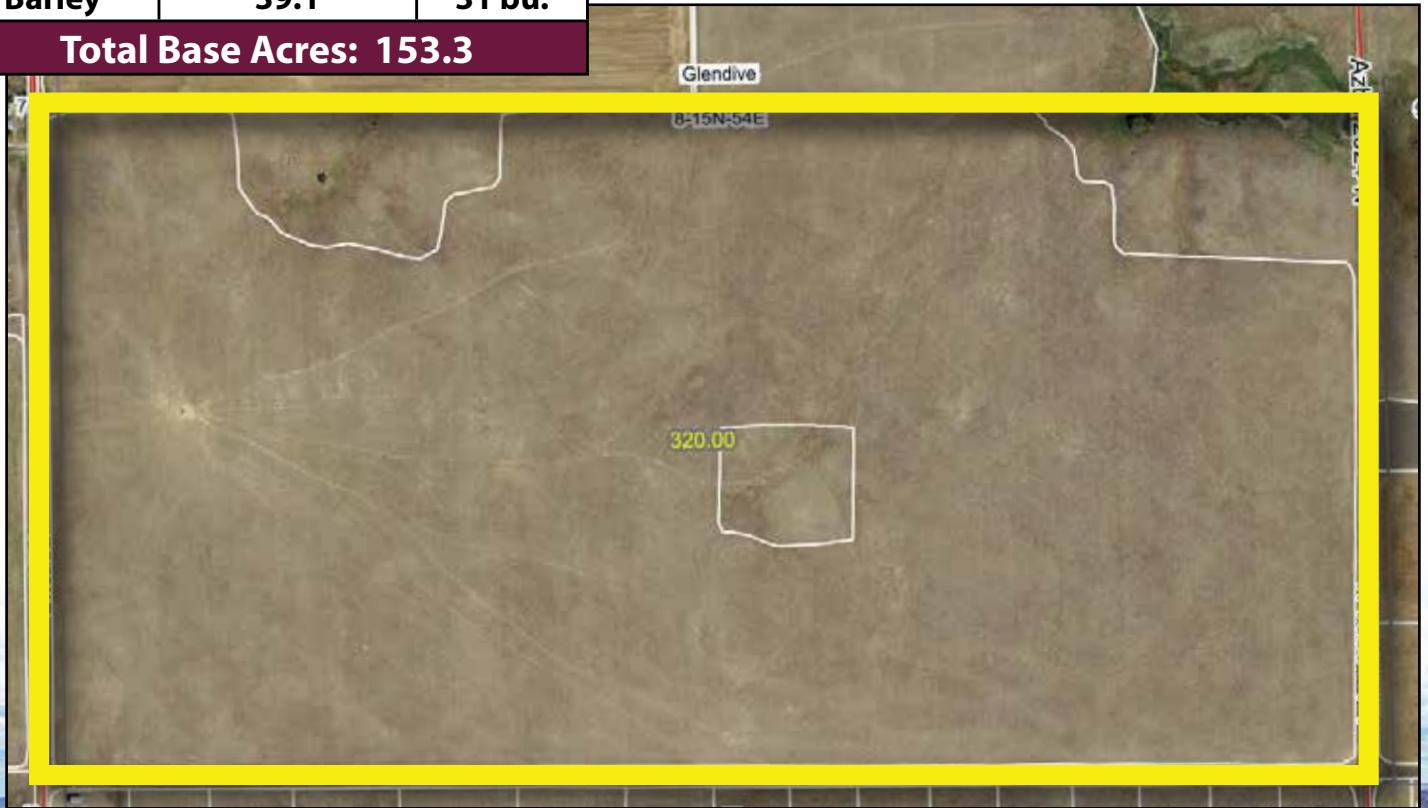
Historically farmed for hay and small grains, this half section is currently in an enhanced grazing rotation with established introduced grasses. A well with direct electric power feeds a livestock water tank along the west boundary, and perimeter fencing runs intact around the parcel.



PARCELS 5 & 6 COMBINED

Crop	Base Acres	Yield
Wheat	114.2	23 bu.
Barley	39.1	31 bu.

Total Base Acres: 153.3



Code	Soil Description	Acres	Percent of field	Non-Irr Class *c	Irr Class *c
Tr	Attewan fine sandy loam, 1 to 4 percent slopes	93.82	33.7%	IVe	IVe
Tw	Attewan loams, 2 to 4 percent slopes	90.10	32.3%	IIIe	IIIe
Ty	Attewan loams, 4 to 8 percent slopes	74.87	26.9%	IIIe	IVe
601D	Subwell-Bigsheep complex, 4 to 15 percent slopes	11.74	4.2%	IIIe	IIIe
201C	Lonna-Cambeth silt loams, 2 to 8 percent slopes	8.11	2.9%	IVe	IVe

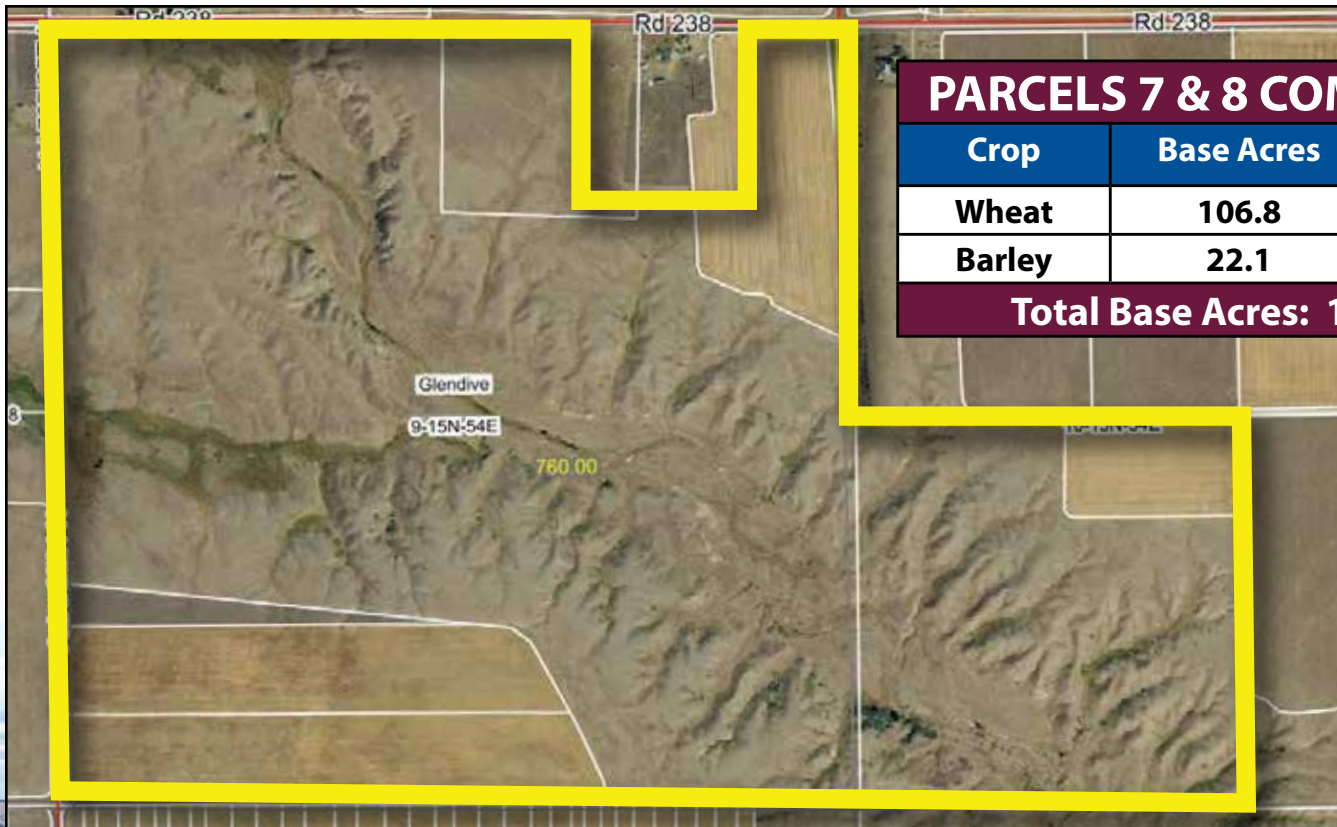
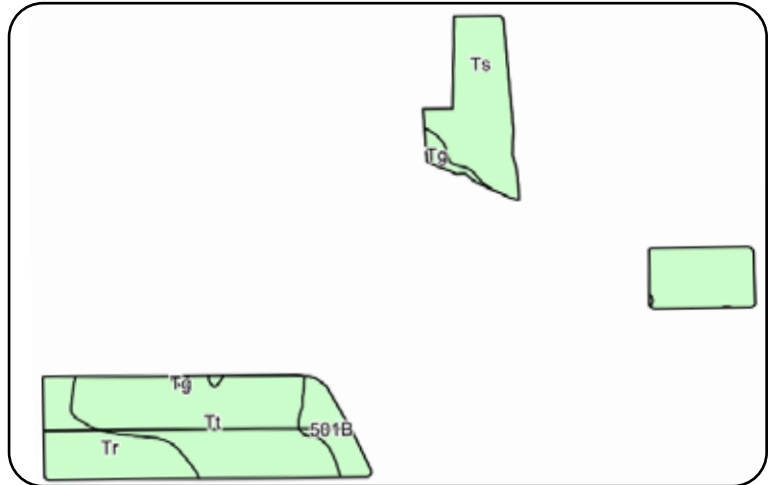
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PARCEL 7

Acres: 760 +/-
Legal: All (Less 40 Acre Farmstead) in 9-15-54 & SW¼ in 10-15-54
FSA Crop Acres: 147.84 +/-
Grazing Acres: 628.38 +/-
Taxes (2025): \$781.32

The largest parcel in the offering at 760 +/- acres. The Sand Creek bottom draw runs through the center of the parcel, with deep, sheltered draws producing native forage through the season and holding livestock through summer heat. The same draws hold deer and antelope year-round, making this one of the stronger hunting tracts in the offering. Cropland sits along the north and south borders.



PARCELS 7 & 8 COMBINED

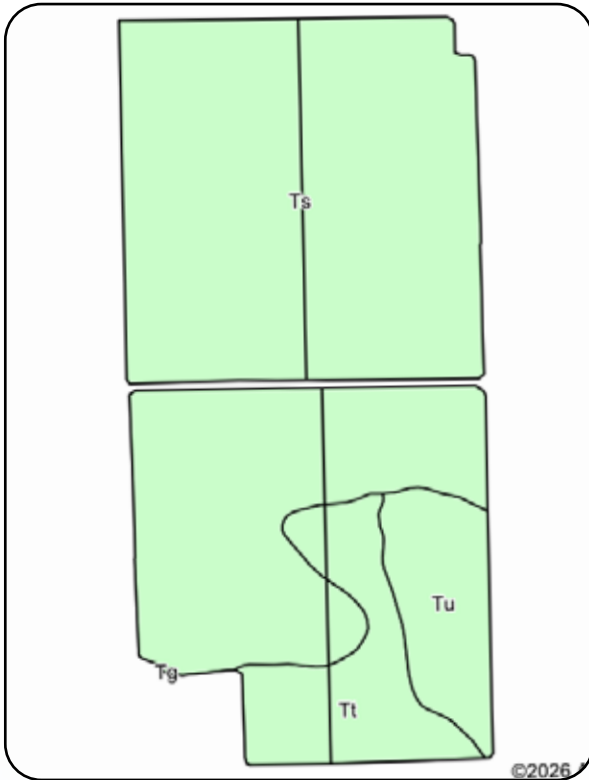
Crop	Base Acres	Yield
Wheat	106.8	23 bu.
Barley	22.1	30 bu.
Total Base Acres: 128.9		

Code	Soil Description	Acres	Percent of field	Non-Irr Class *c	Irr Class *c
Tt	Attewan loam, 2 to 4 percent slopes	56.08	39.6%	IIIe	IIIe
Ts	Attewan loam, 0 to 2 percent slopes	48.47	34.2%	IIIe	IIIe
Tr	Attewan fine sandy loam, 1 to 4 percent slopes	23.76	16.8%	IVe	IVe
501B	Kremlin-Eapa loams, 0 to 4 percent slopes	9.86	7.0%	IIIe	Ile
Tg	Tinsley-Lambert complex, 15 to 65 percent slopes	3.47	2.4%	VIIe	

PARCEL 8

Acres: 320 +/-
Legal: E½ in 10-15-54
FSA Crop Acres: 147.47 +/-
CRP Acres: 71.12 +/- Acres @ \$31.93/acre – \$2,271.00 Annually - Expires 9/30/2031
 69.99 +/- Acres @ \$31.93/acre – \$2,235.00 Annually - Expires 9/30/2031
Taxes (2025): \$787.41

A half section split between active cropland and land enrolled in the Conservation Reserve Program (CRP). The north quarter is currently in pea production; the south quarter, 141.11 +/- acres, sits in CRP. Two small grain bins stand in the northeast corner along the main road, with direct access from County Rd. #238.



PARCELS 7 & 8 COMBINED

Crop	Base Acres	Yield
Wheat	106.8	23 bu.
Barley	22.1	30 bu.

Total Base Acres: 128.9

Code	Soil Description	Acres	Percent of field	Non-Irr Class *c	Irr Class *c
Ts	Attewan loam, 0 to 2 percent slopes	229.45	79.5%	IIIe	IIIe
Tt	Attewan loam, 2 to 4 percent slopes	34.26	11.9%	IIIe	IIIe
Tu	Attewan loam, 4 to 8 percent slopes	24.77	8.6%	IIIe	IIIe
Tg	Tinsley-Lambert complex, 15 to 65 percent slopes	0.10	0.0%	VIIe	

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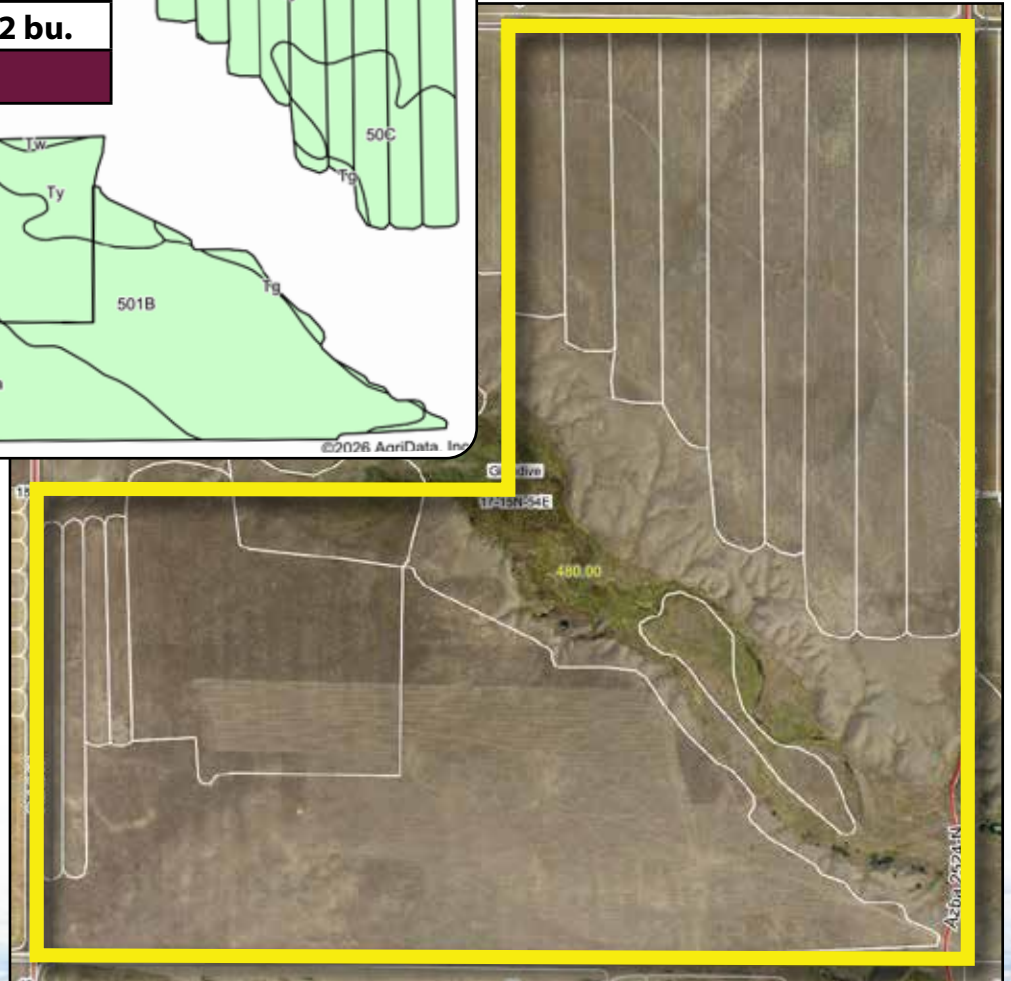
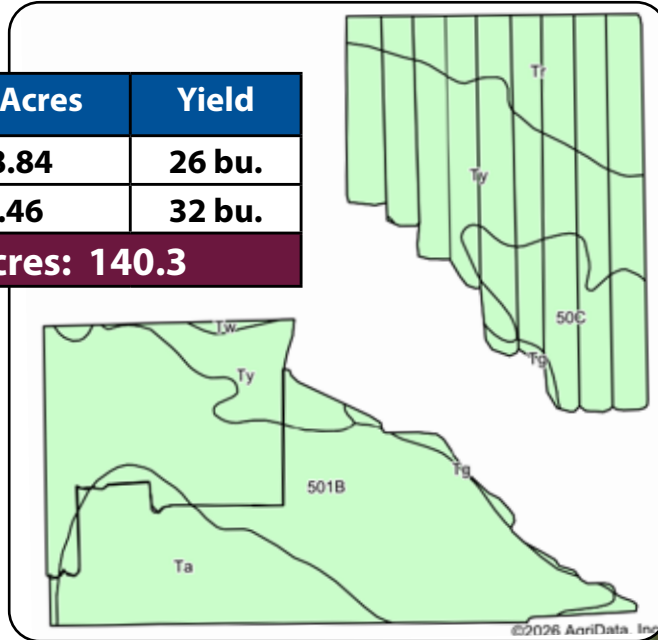
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PARCEL 9

Acres: 480 +/-
 Legal: S½ & NE¼ in 17-15-54
 Grazing Acres: 103.61 +/-
 Hay Acres: 369.56 +/-
 Taxes (2025): \$1,363.51

Roughly 370 +/- acres of brome hay ground, currently being run as premium grazing alongside 103 +/- acres of native pasture. Perimeter fence is in good condition with portions recently updated.

Crop	Base Acres	Yield
Wheat	118.84	26 bu.
Barley	21.46	32 bu.
Total Base Acres: 140.3		



Code	Soil Description	Acres	Percent of field	Non-Irr Class *c	Irr Class *c
501B	Kremlin-Eapa loams, 0 to 4 percent slopes	129.69	35.7%	IIIe	Ile
Ty	Attewan loams, 4 to 8 percent slopes	93.15	25.7%	IIIe	IVe
Ta	Chinook fine sandy loam, 0 to 4 percent slopes	52.80	14.5%	IVe	IVe
Tr	Attewan fine sandy loam, 1 to 4 percent slopes	44.42	12.2%	IVe	IVe
50C	Kremlin loam, warm, 2 to 8 percent slopes	35.09	9.7%	IIIe	IIIe
Tg	Tinsley-Lambert complex, 15 to 65 percent slopes	6.16	1.7%	VIIe	
Tw	Attewan loams, 2 to 4 percent slopes	1.83	0.5%	IIIe	IIIe

PARCEL 10

Acres: 320 +/-

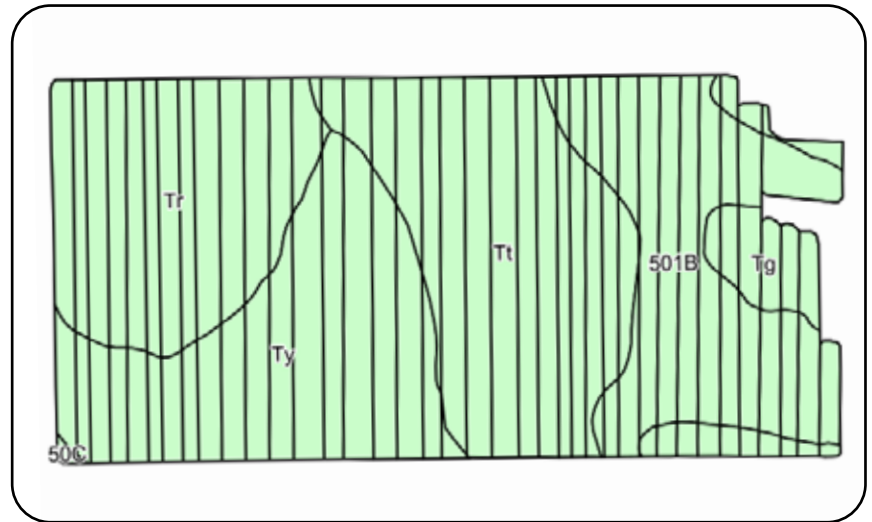
Legal: N½ in 16-15-54

FSA Crop Acres: 312.7 +/-

Taxes (2025): \$802.03

A half section with over 97% cropland, historically run in small grains and livestock feed production. Section line road access along the west side.

Crop	Base Acres	Yield
Wheat	141.9	23 bu.
Oats	29.6	38 bu.
Barley	21.2	30 bu.
Total Base Acres: 192.7		



Code	Soil Description	Acres	Percent of field	Non-Irr Class *c	Irr Class *c
Tt	Attewan loam, 2 to 4 percent slopes	82.82	26.7%	IIIe	IIIe
Ty	Attewan loams, 4 to 8 percent slopes	76.71	24.6%	IIIe	IVe
501B	Kremlin-Eapa loams, 0 to 4 percent slopes	66.55	21.4%	IIIe	Ile
Tr	Attewan fine sandy loam, 1 to 4 percent slopes	66.46	21.3%	IVe	IVe
Tg	Tinsley-Lambert complex, 15 to 65 percent slopes	18.35	5.9%	VIIe	
50C	Kremlin loam, warm, 2 to 8 percent slopes	0.44	0.1%	IIIe	IIIe

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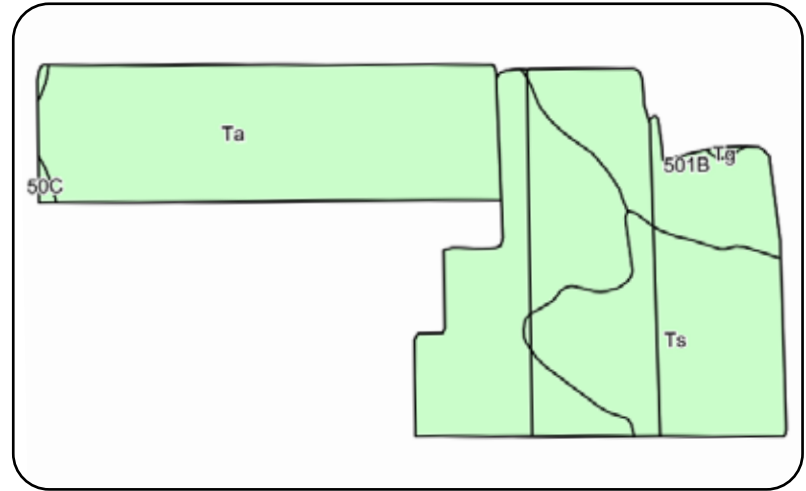
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PARCEL 11

Acres: 300 +/-
Legal: N½ (Less Lot 1, Wegmann Minor Subdivision) in 20-15-54
FSA Crop Acres: 191 +/-
Grazing Acres: 106.94 +/-
Taxes (2025): \$839.79

A short half section that runs cropland, hay ground, and a native grass core. The grass core supports fall grazing once the harvested fields open up, stretching the season into late fall. Two-sided road access: main county road on the west, section line on the east.

Crop	Base Acres	Yield
Wheat	46.8	23 bu.
Oats	9.8	38 bu.
Barley	7.0	30 bu.
Total Base Acres: 63.6		



Code	Soil Description	Acres	Percent of field	Non-Irr Class *c	Irr Class *c
Ta	Chinook fine sandy loam, 0 to 4 percent slopes	119.56	62.5%	IVe	IVe
Ts	Attewan loam, 0 to 2 percent slopes	45.22	23.7%	IIIe	IIIe
501B	Kremlin-Eapa loams, 0 to 4 percent slopes	25.36	13.3%	IIIe	Ile
50C	Kremlin loam, warm, 2 to 8 percent slopes	0.55	0.3%	IIIe	IIIe
Tg	Tinsley-Lambert complex, 15 to 65 percent slopes	0.31	0.2%	VIIe	

PARCEL 12

Acres: 620.84 +/-

Legal: All, COS 1010 (Less Lots in SE¼SE¼) in 23-15-54

Grazing Acres: 620 +/-

Taxes (2025): \$431.16

Nearly a full section of native grass. Rolling terrain and intact perimeter fencing make this a turn-key grazing parcel. Livestock water is supplied by a pipeline sourced from a neighboring well, covered by a 3-year Shared Well Agreement that the buyer assumes at closing. Deer and antelope move steadily through the parcel, putting strong hunting opportunity on top of the grazing base. Access off County Rd. #244.



PROPERTY PHOTOS



TERMS & 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 October 12, 2026, 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 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.

TERMS & CONDITIONS

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 Company, Kevin Pifer, MT #16149.

Pifer's



701.206.1095  www.pifers.com

