



Sealed Bid Auction

Farmers Pride Oakdale





SEALED BID AUCTION

SELLER: Farmers Pride Cooperative

OPEN HOUSE: By Appointment ONLY - Call Troy Boggs at 402.887.5465

LAST DAY TO BID: 6/22/2023

ALL BIDS SENT TO: Farmers Pride
Attn: Dean Thernes
PO BOX 10
Battle Creek, NE 68715

Bids not received by the last day to bid will NOT be accepted.

Questions? Contact Dean Thernes at 402-675-2375

SPECIAL SALE NOTICE / REAL ESTATE

This real estate sale is a “Sealed Bid” Auction.

You must deliver a completed **Sealed Bid - Purchase Offer** as well as deposit money of 25% of the offer price to Farmers Pride Cooperative Battle Creek office no later than the **last day to bid** date in order to participate. If you plan to mail your bid to the office, please allow sufficient time for the bid to be received.

Only sealed bids will be accepted. There will be no “Verbal Bidding” at this auction. We recommend that you personally deliver your bid.

- All bids must include the above named 25% deposit money, or the offer price, to be accepted. Acceptable tender is as follows: personal check, cashier’s check, money order. Monies will be held by Farmers Pride until the signing of the purchase agreement. All unsuccessful bidders deposits will be marked “void” and returned after the winning bid has been awarded to the return address provided by the bidder. All tender needs to be made out to: Farmers Pride Cooperative.
- Purchase agreement: Winning bidders will be required to sign a purchase agreement listing the following conditions: **NON-COMPETE CLAUSE**. The non-compete clause reads as follows: Each buyer and future buyer shall enter a non-compete agreement with Farmers Pride Cooperative (and Farmers Pride future companies) whereby the buyer and or future buyer agrees to not use the property for commercial business operations in the purchasing, handling, and storage of grain, sale of agriculture or commercial chemicals and pesticides, sale of agriculture or commercial fertilizers and soil conditioners, sale of any seeds used in production agriculture, sale of refined fuels- including propane and related goods, sale of animal feed and related goods and services. “As is” condition relating to structure, ground and contents. No removal or testing of any type will be offered in the “as is” condition. Farmers Pride has the first right of refusal on the property. All of the above mentioned purchase agreement terms extend to the life of the property and bind to any and all purchasers. Buyer will grant any necessary easements for right of ingress and egress over the subject property to access properties owned by neighboring landowners.

With the above mentioned terms, we urge you to investigate the property and terms as stated:

- A statement of “intended use of the property” will need to be submitted with the bid process.
- Winning bid will **NOT** be awarded on highest price only, intended use of the property will play a factor into the final decision.
- Farmers Pride Cooperative reserves the right to reject any and all bids, and to withdraw any parcel from the sale without prior notice.
- Information provided on the property is deemed reliable but is not guaranteed.
- Please be sure to thoroughly review the bidding procedures on the following page. They will help you in preparing and submitting your bid.

BIDDING PROCEDURES CHECKLIST / REAL ESTATE

- Obtain a catalog and a Sealed Bid-Purchase Offer form from Farmers Pride Battle Creek or Neligh Office.
- Physically inspect the property. The property is sold “as is “ and your inspection is important. Please refer back to the previous page for details and conditions of the purchase agreement.
- Determine the amount of your bid and the intentions of the property if awarded the bid. Both bid amount and intended use will play into the award process.
- Completely fill in (print clearly) all of the “Boxed” portions of the sealed Bid - Purchase Offer
- A date of bid, bid amount, printed name of purchaser, mailing address of purchaser, phone number of purchaser, and signature of purchaser must all be complete for the bid to be accepted. Any missing information and or signature will default the bid automatically.
- 25% deposit money of the bid amount, is required to be with the bid. Bids with no deposit money will default the bid automatically. Payments should be titled to “Farmers Pride Cooperative”
- Farmers Pride holds the right to refuse any and all bids.
- Winning bidder will be notified by signed copy of your Sealed Bid - Purchase Offer after the last day to bid. If you are unsuccessful, your deposit will be marked “void” and will be returned to you by mail.
- We recommend that you hand deliver your bid, however, mailed in bids are also acceptable. No matter how the bid is delivered, it is your responsibility to insure that it is received on or before the last day to bid date. The date of postmark means nothing if the bid is not received in time. You may consider using certified mail or priority mail.



FARMERS PRIDE COOPERATIVE OAKDALE, NE



Tract A
Tract B
Tract C
Tract D

TRACT A

Office building approximately 28'x40'

Full basement

2 Bathrooms

Scale

Individual electric meter



TRACT B

Grain Storage

9 x 31,599 bins

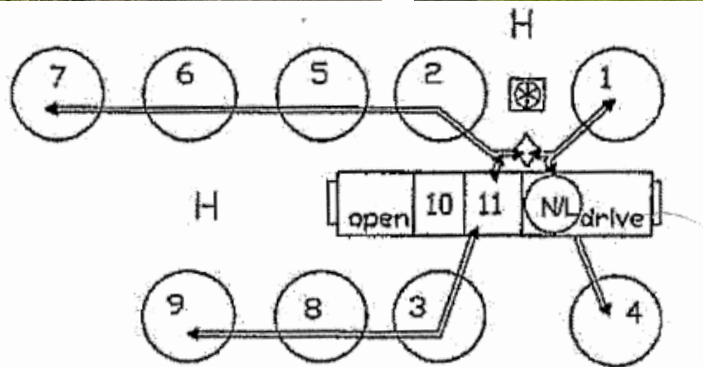
2 x 2,212 overhead tanks

Total storage = 317,125

Grain dryer - not ran for 10 years

Individual electric meter

Receiving capacity approx 7,500 per hour



TRACT C

Flat storage buliding

approx size 300' x 100'

Full concrete floor

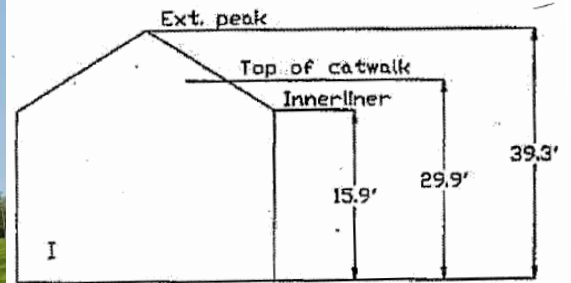
Grain storage capacity 598,668bu

Leg capacity approx 4,000 bu per hour and conveyor

Option to include aeration tubing and side sumps

Individual Electric meter

Check Box if also interested in aeration tubing and side sumps (optional)



TRACT D

Land

West of flat storage building
approx 425'x125'





BID SHEET

SUBJECT PROPERTY

Parcel ID: Parcel # Tract A

Description: TRACT A (office building)

BID

DATE OF BID: _____

BID: \$ _____

Please enclose a deposit of 25% of the above price. Bids without a deposit will NOT be accepted.

PURCHASER INFORMATION

NAME OF PURCHASER / LEASER:
(this is what will be on the deed)

MAILING ADDRESS:

PHONE NUMBER:

() _____

STATEMENT OF INTENDED USE

PURCHASE STATEMENT

Title / Survey

SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. PURCHASER shall obtain and pay for any title examination and or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 60 days from the date of the Purchase Offer, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER under the Purchase Offer without interest thereon. All claims of defect in title and or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

Property Condition

PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and structures thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any structure thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental, and or other ordinances, laws, or any other condition relating to the PURCHASE PROPERTY.

Possession

PURCHASER shall not enter into physical possession until the date of close. No alterations, demolition, and or physical contact of any type will be allowed until the date of close.

Failure to Complete Purchase

In the event that the PURCHASER cannot fulfill the PURCHASE OFFER agreement. All deposit monies will not be refunded. These monies will be used to retain "LIQUIDATED DAMAGES" and not as a penalty. PURCHASER acknowledges that such damages will be collected and the PURCHASER has no right to monies hereunder.

Right of Rescission

Until the recording of the DEED to the PURCHASER, the SELLER reserves the unconditional right to cancel this agreement and rescind this sale, for any reason whatever deemed by the seller. All deposit monies will be refunded without interest

Easements

PURCHASER agrees to grant any necessary easements for right of ingress and egress over the subject property to access properties owned by neighboring landowners.

ACCEPTANCE DATE: _____

PURCHASER SIGNATURE: _____



BID SHEET

SUBJECT PROPERTY

Parcel ID: Parcel # Tract B

Description: TRACT B (bin site)

BID

DATE OF BID: _____

BID: \$ _____

Please enclose a deposit of 25% of the above price. Bids without a deposit will NOT be accepted.

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(this is what will be on the deed)

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BID SHEET

SUBJECT PROPERTY

Parcel ID: Parcel # Tract C

Description: TRACT C (flat storage)

Interested in aeration tubing and side sumps

BID

DATE OF BID: _____

BID: \$ _____

Please enclose a deposit of 25% of the above price. Bids without a deposit will NOT be accepted.

PURCHASER INFORMATION

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(this is what will be on the deed)

MAILING ADDRESS:

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BID SHEET

SUBJECT PROPERTY

Parcel ID: Parcel # Tract D

Description: TRACT D (grass area)

BID

DATE OF BID: _____

BID: \$ _____

Please enclose a deposit of 25% of the above price. Bids without a deposit will NOT be accepted.

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Farmers Pride

In the Field, on your Farm, in your Community.