

SALVAGE PURCHASE AGREEMENT

THIS CONTRACT is made on the _____ day of _____, 2020 by and between _____ (Buyer) whose address is _____ and City of Minot, Ward County, ND (City) whose address is P.O. Box 5006 (515 2nd Ave SW) Minot, ND 58702.

WHEREAS, The City is the owner of the certain property described as:
205 14th Street NE, Minot, North Dakota desires to sell salvageable items at said property to Buyer and

WHEREAS, Buyer agrees to buy salvageable item on the property located at 205 14th Street NE, Minot, ND.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City agrees to sell and the Buyer agrees to buy the salvageable item at the property located at 205 14th Street NE, Minot, ND. This purchase is for **the salvageable item only identified in this agreement which is an oil tank containing oil of an approximate size of 230,000 gallons** and the City of Minot remains the structure owner and the landowner.
2. ***Purchase Price.*** The terms and amount upon which this offer is made are as follows: \$1,000.00 to be paid no later than **5 business days** after agreement is signed.
3. ***Ownership.*** The City agrees to transfer and the Buyer agrees to accept ownership of the salvageable item on the property free of all claims and right of others.
4. ***Possession.*** Buyer shall receive possession at the time of final payment.
5. ***Condition and Use of Property.*** The City makes no representation as to the condition of the salvageable item on the property or complies with local, county, state, or federal ordinances and statues.
6. ***Personal Property and Fixtures.*** Oil within the oil tank transfers to the buyer for his use and removal at time that buyer takes ownership of oil tank per this agreement.
7. ***Removal of salvageable items.*** It is agreed that the oil tank shall be removed no later than May 1, 2021. Should buyer not remove tank by this date, then buyer agrees to pay the City an additional \$5,000 upon receipt of notice from the City of failure to remove by May 1, 2021. Exceptions require City approval.
 - Buyer is responsible for removal of debris created by salvageable item removal.
 - Buyer is responsible to ensure the removal of the oil and oil tank are compliant with all appropriate federal, state, and local laws and regulations.
 - Buyer is not responsible for removal or demolition of the structure or the basement/slab.

- Buyer is responsible for coordinating with City of Minot Property Maintenance at (701) 857-4142 to obtain approval for access and any modifications to city property. Property modifications may require an approved environmental review and no salvageable item removal may take place before approval is received.
8. ***Buyer Responsible for Damage to City Property.*** Furthermore, Buyer shall be responsible for any and all damage to city property caused by their entry onto the property, including any damages to grass, trees, etc. If there is any damage to city property, Buyer shall notify the City as soon as is practicable and return the property to its original condition within ten (10) days of removal of the salvageable item from city property. If Buyer fails to return the property to its original condition within ten (10) days of removal of the salvageable items, the City may arrange to repair the damage without notice to the Buyer. In the event the City incurs any out of pocket expenses to repair damages, including but not limited to time, labor, and equipment costs, Buyer agrees to compensate the City for those costs. In the event the City is unable or unwilling to arrange to repair the damage themselves and must resort to filing a civil action to enforce this agreement, Buyer shall be responsible for any and all attorney fees and costs incurred by the City.
 9. ***Buyer's Failure to Remove Salvageable Items May Result in Demolition.*** Buyer agrees to remove the salvageable items prior to the deadline set forth in paragraph 7 of this agreement. The City is contractually obligated to demolish and restore the lot underneath any structures, and Buyer agrees to ensure the City timeline for demolition is not affected via Buyer actions with regards to the salvageable item removal. Buyer agrees that salvageable item left beyond the deadline may be subject to involuntary demolition. In the event the Buyer has not removed desired salvageable item from the structure by the deadline set forth in this agreement, Buyer agrees that the City may demolish the structure. Additionally, Buyer shall forfeit the purchase price of the salvageable item and be responsible for any and all attorney fees and costs incurred by the City to enforce the terms of this Agreement.
 10. ***Warning as to Condition of Property.*** The City of Minot expressly advises, and Grantee hereby acknowledges, that the covered properties were damaged by the 2011 Souris River Flood, and present hazardous conditions that could result in bodily injury and property damage. Such hazards may include, but are not limited to, structural deficiencies, electrical problems, natural gas, other utility system leaks, mold, asbestos containing material, dangerous trees and limbs, unstable ground, and subsurface voids. Grantee is solely responsible for assessing each of the properties for such hazards, and for taking any and all precautions to protect anyone and anything on or near the properties as a consequence of Grantee's entry onto any of the properties.
 11. ***Indemnification and Insurance.*** Buyer shall defend, indemnify, and hold the City of Minot harmless from any and all liability arising from its entry onto and its activities on the properties, or from any damage-causing events that occur on or as a result thereof
 12. ***Completed Agreement.*** This contract is the entire and only agreement between the Buyer and the City. This contract replaces and cancels any previous agreements between the Buyer and

the City. This contract can only be changed by an agreement in writing signed by both Buyer and the City.

13. **Parties Liable.** This contract is binding upon Buyer and the City and all their heirs, successors and assigns.
14. **Notices.** All notices under this contract must be in writing. The notices must be delivered personally or by certified mail, return receipt requested to the other party at the address written in this contract. Service of any notices to Buyer's attorney shall be deemed as notice to the Buyer.
15. **Offer to Purchase.** This contract constitutes the Buyer's offer to purchase the salvageable item at the subject property. Acceptance of the Buyer's offer is subject to the City's review of the aforesaid document and shall be evidenced by the City's execution of the same.
16. **Legal Representation.** Buyer acknowledges that Buyer has the right to hire a lawyer to represent Buyer's interest in this transaction.
17. **Governing Law/Jurisdiction.** To the fullest extent possible, the provisions of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Dakota. Each of the parties hereto agrees this agreement is subject to the jurisdiction of the State of North Dakota, and that any lawsuit filed to enforce or interpret this agreement shall be filed in a court located in Ward County, North Dakota.

City of Minot Representative

Date

I accept and agree to be bound by the above contract.

Buyer (signature)

Date

Buyer (printed name)

Phone Number