

PURCHASE AGREEMENT

TRACT 2

This Purchase Agreement is made on December 12, 2018, by and between Daniel B. Miller, as Trustee of the Daniel B. Miller Revocable Living Trust UTA dated December 17, 2012, ("Seller"), and _____, ("Buyer"),

☐ Check if joint tenancy.

1. **Offer/Acceptance.** Buyer offers to purchase and Seller agrees to sell real property legally described as:

See attached Exhibit A.

2. **Purchase Price.** Seller agrees to sell and Buyer agrees to purchase, pursuant to the terms of this agreement, the above-described real property and any personal property and fixtures located thereon, for the sum of \$_____. Earnest money of \$_____, to be paid by cash or check made payable to "Gehling Auction Trust Account," which shall amount to _____% of the stated Purchase Price and receipt of which is hereby acknowledged. Earnest money shall be non-refundable and shall be deposited and held in the Gehling Auction trust account pending closing or cancellation of this contract.
3. **Closing.** Closing shall occur on or before _____, at a mutually agreeable place.
4. **Deed/Marketable Title.** Upon performance by Buyer, Seller shall execute and deliver a Trustee's Deed conveying marketable title of record, subject to easements of record, building and zoning laws, ordinances, and state and federal regulations.
5. **Possession and Condition of Real Property.** Buyer shall take possession of the real property no later than the day of closing. The real property is sold in AS IS condition. To the best of Seller's knowledge, no methamphetamine production has occurred on the property. Seller certifies that there no wells on the property.
6. **Real Estate Taxes and Special Assessments.** Real estate taxes due and payable in the year of closing shall be paid by Buyer. Any special assessments which are assessed,

certified, deferred, or pending shall be paid by Seller.

7. **Examination of Title.** Seller shall provide, at his cost and discretion, either an updated Abstract of Title or a Commitment for Title Insurance. Buyer shall, at his or her own cost, be responsible for any further title work Buyer deems necessary and for any title insurance premiums due.
8. **Closing Costs.** Each party shall be responsible for its own closing costs and attorney fees. Seller shall be responsible for State Deed Tax and recording the survey for the parcel.
9. **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit and be enforceable by the legal representatives, heirs, successors and assigns of the parties hereto.
10. **Default.** In the event that any party of this Agreement makes a material default in their performance set forth in the Agreement and such party fails to correct that default within a reasonable time, the other party or parties to this Agreement may cancel, in writing, this Agreement which shall thereafter be null and void.

In the alternative, any party to this Agreement may enforce performance by the defaulting party with respect to this Agreement by a District Court Action. If such action is required to enforce performance of this Agreement, the prevailing party shall be entitled to recover from the defaulting party his reasonable attorney's fees and costs to enforce the same.

In the event of a cancellation for any reason other than Seller default, Seller shall retain the earnest money.

11. **Miscellaneous Terms.**
 - a. This contract shall be construed, interpreted and enforced in accordance with the laws of the State of Minnesota.
 - b. The invalidation of any one or more of the provisions herein shall not affect the validity of the remaining provisions.
 - c. The time of payment shall be an essential part of subsequent default and shall be an essential part of performance of this contract.

SELLER:

Daniel B. Miller

Trustee of the Daniel B. Miller Revocable Living Trust

UTA dated December 17, 2012

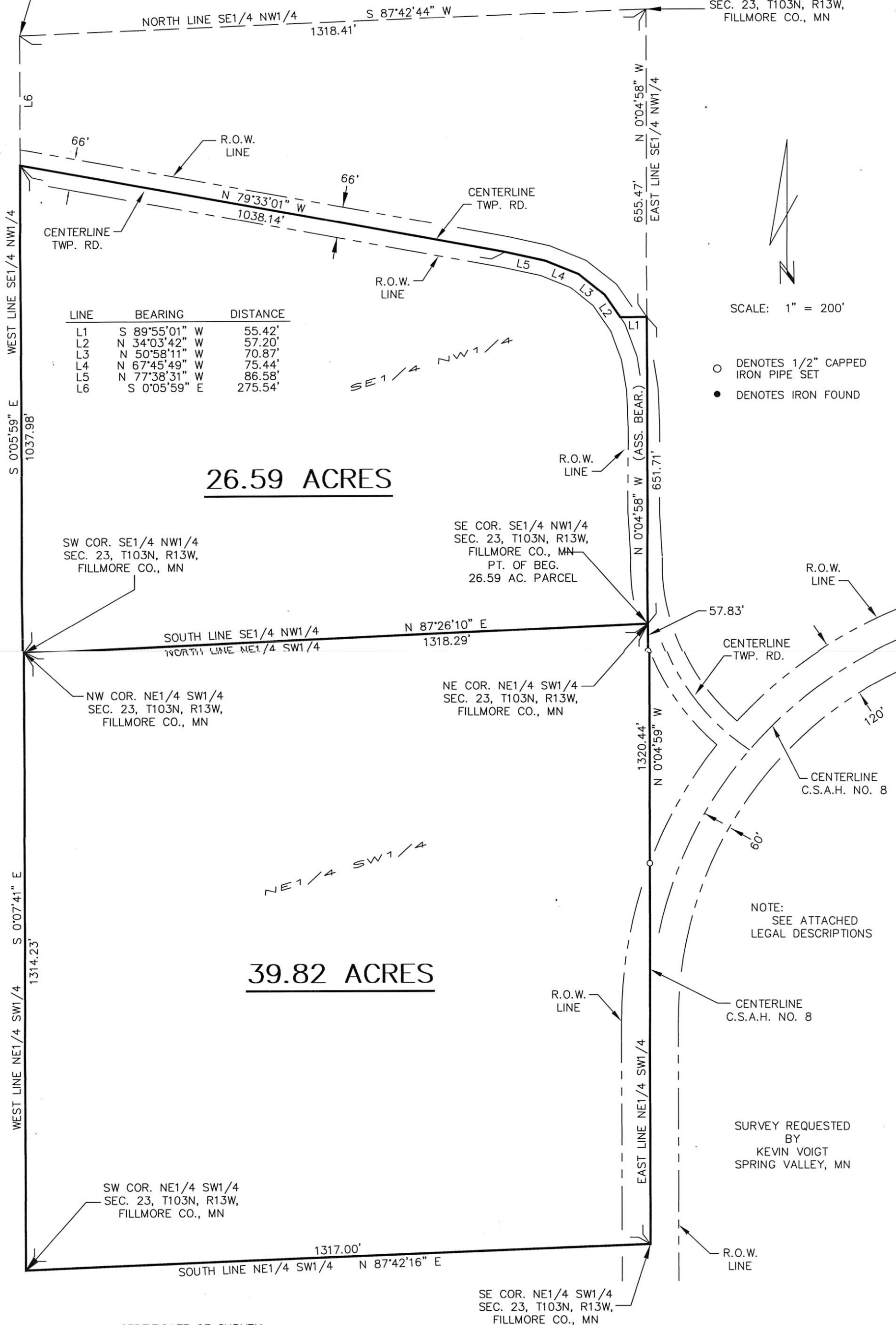
BUYER:

CERTIFICATE OF SURVEY

PART OF THE SE1/4 NW1/4 AND THE NE1/4 SW1/4,
BOTH IN SECTION 23, T103N, R13W, FILLMORE CO., MN

NW COR. SE1/4 NW1/4
SEC. 23, T103N, R13W,
FILLMORE CO., MN

NE COR. SE1/4 NW1/4
SEC. 23, T103N, R13W,
FILLMORE CO., MN



LINE	BEARING	DISTANCE
L1	S 89°55'01\"	55.42'
L2	N 34°03'42\"	57.20'
L3	N 50°58'11\"	70.87'
L4	N 67°45'49\"	75.44'
L5	N 77°38'31\"	86.58'
L6	S 0°05'59\"	275.54'

26.59 ACRES

39.82 ACRES

CERTIFICATE OF SURVEY

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

JEROME R. SCHWARZ Jerome R. Schwarz LICENSE NO. 13810 DATE: 9-03-04 SHEET 1 OF 2

LEGAL DESCRIPTION

That part of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 23, Township 103 North, Range 13 West, Fillmore County, Minnesota, described as follows: Beginning at the Southeast Corner of said SE 1/4 NW 1/4; thence North 00 degrees 04 minutes 58 seconds West (assumed bearing) along the East line of said SE 1/4 NW 1/4, 651.71 feet; thence South 89 degrees 55 minutes 01 second West, 55.42 feet to the centerline of a Township Road; thence North 34 degrees 03 minutes 42 seconds West along said centerline, 57.20 feet; thence North 50 degrees 58 minutes 11 seconds West along said centerline, 70.87 feet; thence North 67 degrees 45 minutes 49 seconds West along said centerline, 75.44 feet; thence North 77 degrees 38 minutes 31 seconds West along said centerline, 86.58 feet; thence North 79 degrees 33 minutes 01 second West along said centerline, 1038.14 feet to the West line of said SE 1/4 NW 1/4; thence South 00 degrees 05 minutes 59 seconds East along said West line, 1037.98 feet to the Southwest Corner of said SE 1/4 NW 1/4; thence North 87 degrees 26 minutes 10 seconds East along the South line of said SE 1/4 NW 1/4, 1318.29 feet to the point of beginning and containing 26.59 acres, more or less. Subject to easement for a Township Road across the Northerly line and the Easterly line thereof. Subject to any other easements of record.

AND

The Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 23, Township 103 North, Range 13 West, Fillmore County, Minnesota, containing 39.82 acres, more or less. Subject to easement for C.S.A.H. No. 8 across the Easterly line thereof. Subject to any other easements of record.