

## PURCHASE AGREEMENT

### TRACT 3

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:**

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**Daniel B. Miller**

**Trustee of the Daniel B. Miller Revocable Living Trust**

**UTA dated December 17, 2012**

**BUYER:**

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

CERTIFICATE OF SURVEY

SURVEY REQUESTED BY  
DOUGLAS MILAND  
% GEHLING AUCTION  
PRESTON, MN

THE N1/2 SE1/4 AND THE N1/2 SE1/4 SE1/4 OF SEC. 14, AND  
PART OF THE SW1/4 SW1/4 OF SEC. 13, ALL IN T103N, R13W,  
FILLMORE CO., MN

93.50 ACRES

8.33 ACRES

LINE	BEARING	DISTANCE
L1	S 25°22'06" W	114.95'
L2	S 50°27'44" E	144.72'
L3	S 56°20'38" E	138.96'
L4	S 0°40'20" W	164.50'
L5	S 50°01'01" E	73.35'
L6	N 88°11'15" E	112.47'
L7	S 0°40'20" W	84.97'
L8	S 89°55'47" E	82.50'
L9	N 0°40'20" E	139.86'
L10	S 0°40'20" W	88.00'

SCALE: 1" = 200'

- DENOTES 1/2" CAPPED IRON PIPE SET
- DENOTES IRON FOUND
- X DENOTES FENCE POST SET

NOTE: ALL BEARINGS ARE BASED ON FILLMORE CO. NAD 83 HARN (1996 ADJ.)

NOTE: SEE ATTACHED LEGAL DESCRIPTIONS

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: 6-17-13 SHEET 1 OF 3

LEGAL DESCRIPTION - 93.50 Acres

That part of the North One-Half of the Southeast Quarter (N 1/2 SE 1/4) and that part of the North One-Half of the Southeast Quarter of the Southeast Quarter (N 1/2 SE 1/4 SE 1/4) of Section 14, Township 103 North, Range 13 West, Fillmore County, Minnesota, described as follows: Beginning at the Northeast Corner of said N 1/2 SE 1/4; thence South 00 degrees 40 minutes 20 seconds West (assumed bearing) along the East line of said N 1/2 SE 1/4, 1186.21 feet; thence North 88 degrees 04 minutes 00 seconds West, 507.72 feet; thence South 25 degrees 22 minutes 06 seconds West, 114.95 feet; thence South 31 degrees 35 minutes 41 seconds East, 294.55 feet; thence South 50 degrees 27 minutes 44 seconds East, 144.72 feet; thence South 56 degrees 20 minutes 38 seconds East, 138.96 feet; thence South 00 degrees 40 minutes 20 seconds West parallel with the East line of said N 1/2 SE 1/4 SE 1/4 of said Section 14, 164.50 feet; thence South 50 degrees 01 minute 01 second East, 73.35 feet; thence North 88 degrees 11 minutes 15 seconds East parallel with the South line of said N 1/2 SE 1/4 SE 1/4, 112.47 feet to the East line of said N 1/2 SE 1/4 SE 1/4; thence South 00 degrees 40 minutes 20 seconds West along said East line, 88.00 feet to the Southeast Corner of said N 1/2 SE 1/4 SE 1/4; thence South 88 degrees 11 minutes 15 seconds West along said South line of said N 1/2 SE 1/4 SE 1/4, 1306.88 feet to the Southwest Corner of said N 1/2 SE 1/4 SE 1/4; thence North 00 degrees 39 minutes 08 seconds East along the West line of said N 1/2 SE 1/4 SE 1/4, 662.54 feet to the Northwest Corner of said N 1/2 SE 1/4 SE 1/4; thence South 88 degrees 09 minutes 59 seconds West along the South line of said N 1/2 SE 1/4, 1307.13 feet to the Southwest Corner of said N 1/2 SE 1/4; thence North 00 degrees 37 minutes 55 seconds East along the West line of said N 1/2 SE 1/4, 1324.07 feet to the Northwest Corner of said N 1/2 SE 1/4; thence North 88 degrees 07 minutes 25 seconds East along the North line of said N 1/2 SE 1/4, 2615.28 feet to the point of beginning and containing 93.50 acres, more or less. Subject to easement for a Township Road across the Easterly line thereof. Subject to any other easements of record.