

PURCHASE AGREEMENT

TRACT 5

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 on March 31, 2019, or immediately after the corn is harvested, whichever date is earlier. 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. **Removal of Crops.** Seller shall have until March 31, 2019, to harvest corn from the subject property. After the corn is harvested, Seller shall not remove the crop residue or bale corn stocks from the subject property.
10. **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.
11. **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.

12. **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:

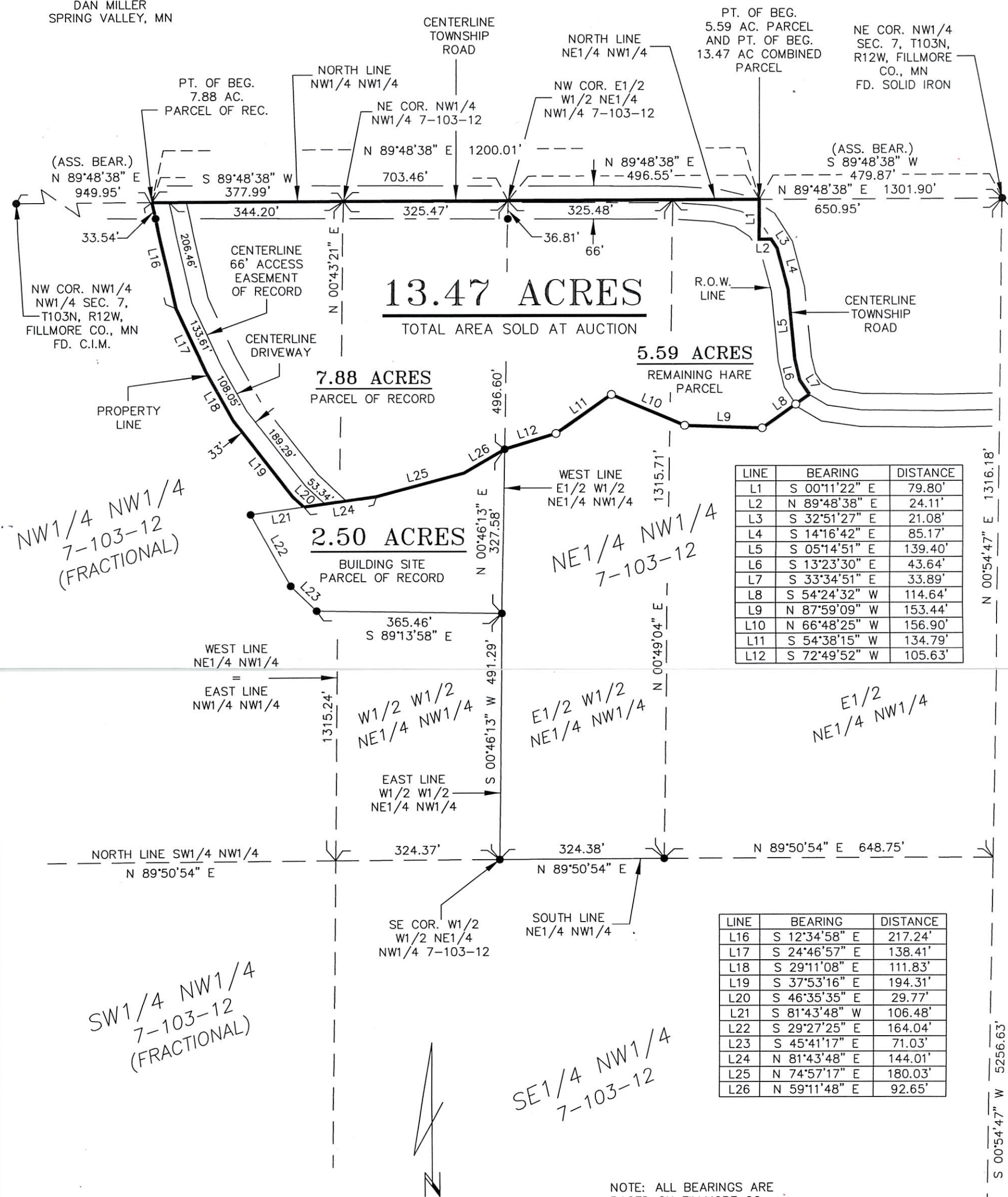
EXHIBIT A

LEGAL DESCRIPTION

CERTIFICATE OF SURVEY

THAT PART OF THE NW1/4 NW1/4 AND THAT PART OF THE
NE1/4 NW1/4 SEC. 7, T103N, R12W, FILLMORE CO., MN

SURVEY REQUESTED
BY
DAN MILLER
SPRING VALLEY, MN



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

NOTE:
SEE ATTACHED
LEGAL DESCRIPTIONS &
ACCESS EASE. DESC.
OF RECORD

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

SE COR. SW1/4
SEC. 7, T103N,
R12W, FILLMORE
CO., MN
USED COMPUTED
POSS.

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: 12-3-18 SHEET 1 OF 4

LEGAL DESCRIPTION - 5.59 Acres - Miller Remaining from
Hare Farm

That part of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 7, Township 103 North, Range 12 West, Fillmore County, Minnesota, described as follows: Commencing at the Northeast Corner of said NE 1/4 NW 1/4; thence South 89 degrees 48 minutes 38 seconds West (assumed bearing) along the North line of said NE 1/4 NW 1/4, 479.87 feet to the point of beginning of the tract of land to be herein described; thence South 00 degrees 11 minutes 22 seconds East, 79.80 feet; thence North 89 degrees 48 minutes 38 seconds East parallel with said North line, 24.11 feet to the centerline of a Township Road; thence South 32 degrees 51 minutes 27 seconds East along said centerline, 21.08 feet; thence South 14 degrees 16 minutes 42 seconds East along said centerline, 85.17 feet; thence South 05 degrees 14 minutes 51 seconds East along said centerline, 139.40 feet; thence South 13 degrees 23 minutes 30 seconds East along said centerline, 43.64 feet; thence South 33 degrees 34 minutes 51 seconds East along said centerline, 33.89 feet; thence South 54 degrees 24 minutes 32 seconds West, 114.64 feet; thence North 87 degrees 59 minutes 09 seconds West, 153.44 feet; thence North 66 degrees 48 minutes 25 seconds West, 156.90 feet; thence South 54 degrees 38 minutes 15 seconds West, 134.79 feet; thence South 72 degrees 49 minutes 52 seconds West, 105.63 feet to the West line of the East One-Half of the West One-Half of said NE 1/4 NW 1/4 (E 1/2 W 1/2 NE 1/4 NW 1/4); thence North 00 degrees 46 minutes 13 seconds East along said West line, 496.60 feet to Northwest Corner of said E 1/2 W 1/2 NE 1/4 NW 1/4; thence North 89 degrees 48 minutes 38 seconds East along said North line of said NE 1/4 NW 1/4, 496.55 feet to the point of beginning and containing 5.59 acres, more or less. Subject to easement for a Township Road across the Easterly and Northerly lines thereof. Subject to any other easements of record.

LEGAL DESCRIPTION - 13.47 Acres - Miller Selling

That part of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) and that part of the fractional Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 7, Township 103 North, Range 12 West, Fillmore County, Minnesota, described as follows: Commencing at the Northeast Corner of said NE 1/4 NW 1/4; thence South 89 degrees 48 minutes 38 seconds West (assumed bearing) along the North line of said NE 1/4 NW 1/4, 479.87 feet to the point of beginning of the tract of land to be herein described; thence South 00 degrees 11 minutes 22 seconds East, 79.80 feet; thence North 89 degrees 48 minutes 38 seconds East parallel with said North line, 24.11 feet to the centerline of a Township Road; thence South 32 degrees 51 minutes 27 seconds East along said centerline, 21.08 feet; thence South 14 degrees 16 minutes 42 seconds East along said centerline, 85.17 feet; thence South 05 degrees 14 minutes 51 seconds East along said centerline, 139.40 feet; thence South 13 degrees 23 minutes 30 seconds East along said centerline, 43.64 feet; thence South 33 degrees 34 minutes 51 seconds East along said centerline, 33.89 feet; thence South 54 degrees 24 minutes 32 seconds West, 114.64 feet; thence North 87 degrees 59 minutes 09 seconds West, 153.44 feet; thence North 66 degrees 48 minutes 25 seconds West, 156.90 feet; thence South 54 degrees 38 minutes 15 seconds West, 134.79 feet; thence South 72 degrees 49 minutes 52 seconds West, 105.63 feet to the West line of the East One-Half of the West One-Half of said NE 1/4 NW 1/4 (E 1/2 W 1/2 NE 1/4 NW 1/4); thence South 59 degrees 11 minutes 48 seconds West, 92.65 feet; thence South 74 degrees 57 minutes 17 seconds West, 180.03 feet; thence South 81 degrees 43 minutes 48 seconds West, 144.01 feet; thence North 46 degrees 35 minutes 35 seconds West, 29.77 feet; thence North 37 degrees 53 minutes 16 seconds West, 194.31 feet; thence North 29 degrees 11 minutes 08 seconds West, 111.83 feet; thence North 24 degrees 46 minutes 57 seconds West, 138.41 feet; thence North 12 degrees 34 minutes 58 seconds West, 217.24 feet to the North line of said NW 1/4 NW 1/4; thence North 89 degrees 48 minutes 38 seconds East along said North line and along said North line of said NE 1/4 NW 1/4, 1200.01 feet to the point of beginning and containing 13.47 acres, more or less. Subject to easement for a Township Road across the Easterly and Northerly lines thereof. Subject to easement for access purposes across the Westerly line thereof. Subject to any other easements of record.

ACCESS EASEMENT DESCRIPTION

A 66 foot-wide access easement, over and across that part of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) and that part of the West One-Half of the West One-Half of the Northeast Quarter of the Northwest Quarter (W 1/2 W 1/2 NE 1/4 NW 1/4), of Section 7, Township 103 North, Range 12 West, Fillmore County, Minnesota, the centerline being described as follows: Commencing at the Northeast Corner of said NW 1/4 NW 1/4; thence South 89 degrees 48 minutes 46 seconds West (assumed bearing) along the North line of said NW 1/4 NW 1/4, 344.20 feet to the point of beginning of said easement centerline; thence South 12 degrees 34 minutes 50 seconds East, 206.46 feet; thence South 24 degrees 46 minutes 49 seconds East, 133.61 feet; thence South 29 degrees 11 minutes 00 seconds East, 108.05 feet; thence South 37 degrees 53 minutes 08 seconds East, 189.29 feet; thence South 46 degrees 35 minutes 27 seconds East, 53.34 feet and there terminating. The sidelines of said easement are longer or shorter to meet existing property lines.