

PURCHASE AGREEMENT

TRACT 4

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

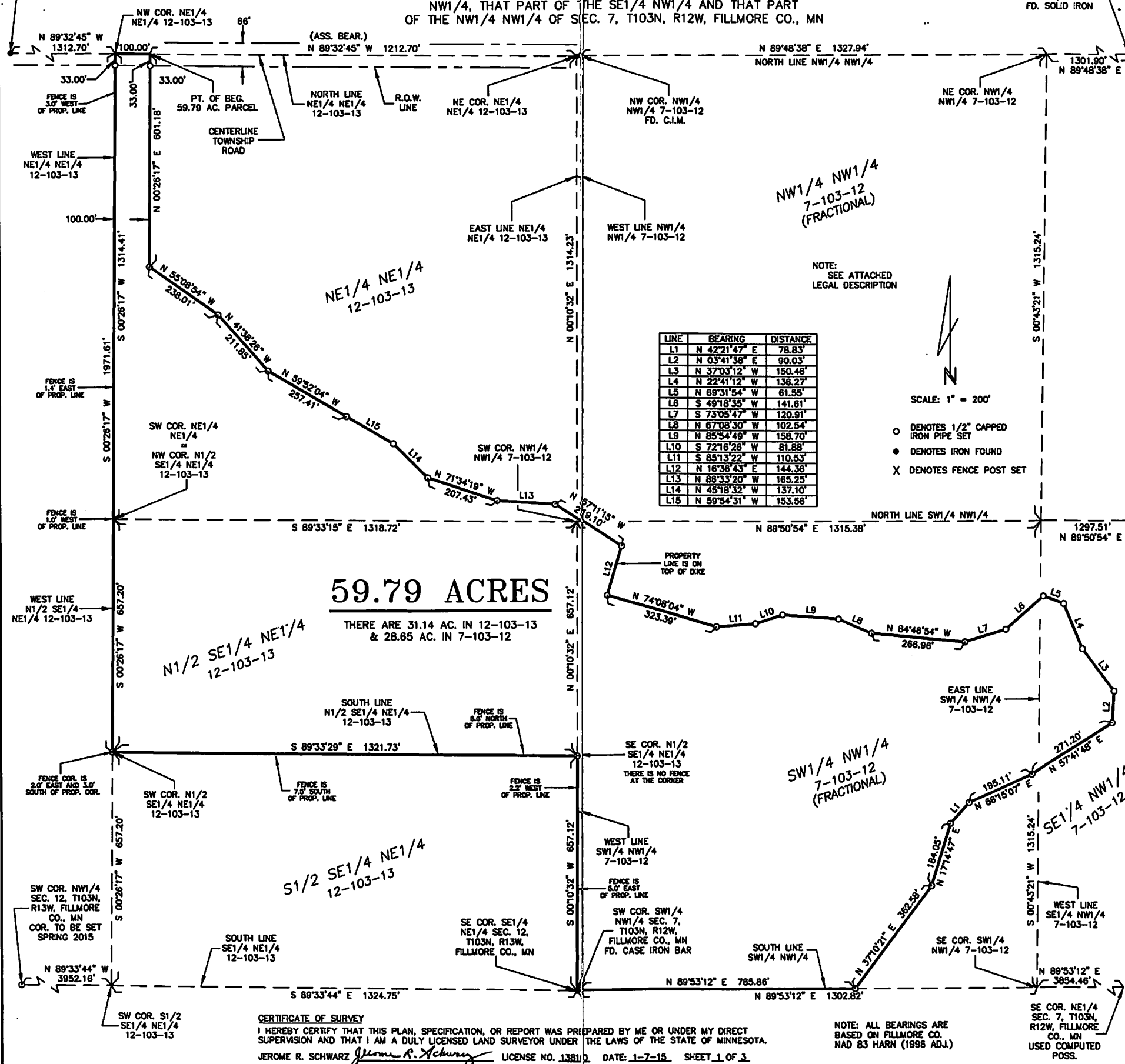
CERTIFICATE OF SURVEY

PART OF THE NE1/4 NE1/4 AND THE N1/2 SE1/4 NE1/4 OF SEC. 12, T103N, R13W, AND THAT PART OF THE SW1/4 NW1/4, THAT PART OF THE SE1/4 NW1/4 AND THAT PART OF THE NW1/4 NW1/4 OF SEC. 7, T103N, R12W, FILLMORE CO., MN

SURVEY REQUESTED BY
STEVE EISENMAN &
DAN MILLER
SPRING VALLEY, MN

NE COR. NW1/4
SEC. 7, T103N,
R12W, FILLMORE
CO., MN
FD. SOLID IRON

NW COR. NE1/4
SEC. 12, T103N,
R13W, FILLMORE
CO., MN
FD. C.I.M.



LEGAL DESCRIPTION - 59.79 Acres

That part of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) and the North One-Half of the Southeast Quarter of the Northeast Quarter (N1/2 SE 1/4 NE 1/4) of Section 12, Township 103 North, Range 13 West, and that part of the fractional Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4), that part of the fractional Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) and that part of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 7, Township 103 North, Range 12 West, all in Fillmore County, Minnesota, described as follows: Commencing at the Northeast Corner of said NE 1/4 NE 1/4 of said Section 12; thence North 89 degrees 32 minutes 45 seconds West (assumed bearing) along the North line of said NE 1/4 NE 1/4, 1212.70 feet to the point of beginning of the tract of land to be herein described; thence continuing North 89 degrees 32 minutes 45 seconds West along said North line, 100.00 feet to the Northwest Corner of said NE 1/4 NE 1/4; thence South 00 degrees 26 minutes 17 seconds West along the West line of said NE 1/4 NE 1/4 and along the West line of said N 1/2 SE 1/4 NE 1/4, 1971.61 feet to the Southwest Corner of said N 1/2 SE 1/4 NE 1/4; thence South 89 degrees 33 minutes 29 seconds East along the South line of said N 1/2 SE 1/4 NE 1/4, 1321.73 feet to the Southeast Corner of said N 1/2 SE 1/4 NE 1/4; thence South 00 degrees 10 minutes 32 seconds West along the West line of said SW 1/4 NW 1/4 of said Section 7, 657.12 feet to the Southwest Corner of said SW 1/4 NW 1/4; thence North 89 degrees 53 minutes 12 seconds East along the South line of said SW 1/4 NW 1/4, 785.86 feet; thence North 37 degrees 10 minutes 21 seconds East, 362.58 feet; thence North 17 degrees 14 minutes 47 seconds East, 184.05 feet; thence North 42 degrees 21 minutes 47 seconds East, 78.83 feet; thence North 66 degrees 15 minutes 07 seconds East, 195.11 feet; thence North 57 degrees 41 minutes 48 seconds East, 271.20 feet; thence North 03 degrees 41 minutes 38 seconds East, 90.03 feet; thence North 37 degrees 03 minutes 12 seconds West, 150.46 feet; thence North 22 degrees 41 minutes 12 seconds West, 136.27 feet; thence North 69 degrees 31 minutes 54 seconds West, 61.55 feet; thence South 49 degrees 18 minutes 35 seconds West, 141.61 feet; thence South 73 degrees 05 minutes 47 seconds West, 120.91 feet; thence North 84 degrees 46 minutes 54 seconds West, 266.96 feet; thence

North 67 degrees 08 minutes 30 seconds West, 102.54 feet; thence North 85 degrees 54 minutes 49 seconds West, 158.70 feet; thence South 72 degrees 16 minutes 26 seconds West, 81.88 feet; thence South 85 degrees 13 minutes 22 seconds West, 110.53 feet; thence North 74 degrees 08 minutes 04 seconds West, 323.39 feet; thence North 16 degrees 36 minutes 43 seconds East, 144.36 feet; thence North 57 degrees 11 minutes 15 seconds West, 219.10 feet; thence North 86 degrees 33 minutes 20 seconds West, 165.25 feet; thence North 71 degrees 34 minutes 19 seconds West, 207.43 feet; thence North 45 degrees 18 minutes 32 seconds West, 137.10 feet; thence North 59 degrees 54 minutes 31 seconds West, 153.56 feet; thence North 59 degrees 52 minutes 04 seconds West, 257.41 feet; thence North 41 degrees 38 minutes 26 seconds West, 211.85 feet; thence North 55 degrees 08 minutes 54 seconds West, 238.01 feet; thence North 00 degrees 26 minutes 17 seconds East parallel with and 100.00 feet Easterly of the West line of said NE 1/4 NE 1/4 of said Section 12 (when measured at right-angles to said West line), 601.18 feet to the point of beginning and containing 59.79 acres, more or less. Subject to easement for a Township Road across the Northerly line thereof. Subject to any other easements of record.