

1.	SELLER(s): OUR HARTMANN FARMS, LLC and the undersigned	(hereinafter referred to as "Seller")	
2.	BUYER(s): and/o	r assignee (hereinafter referred to as "Buyer")	
3.	PROPERTY: Said earnest money is part payment for the purchase of the following prop	perty legally described as:	
The NW¼, Section 8, Adams Township, T101N, R16W, Mower Co., MN, less acreage site, containing 150.25 acres, more or less legal per Abstract of Title, together with any and all easements, appurtenances and rights-of-way of record pertaining to the described property, similarly subject to any easements of record, zoning restrictions, governmental cost-sharing agreements a restrictive covenants; and including all fixtures, if any, INCLUDING or EXCLUDING all emblements within the Property a time of this Purchase Agreement, if any, (collectively the "Property") and INCLUDING or EXCLUDING the following per property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrance N/A			
		10	
_	all of which Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from	m Seller.	
4.	OFFER: A. Purchase Price:	('0'	
	B. Earnest Funds to be deposited in Trust on Acceptance of Offer: To be deposited in the trust account of: Listing Broker-Hertz Farm Management, Inc.; or Hoversten Law Firm Trust Account (Closing Agent)		
	C. Balance of Purchase Price Due by Buyer on Closing Date:	<u>\$</u>	
	D. Buyer Premium of 1% Due by Buyer on Closing Date:	<u>\$</u>	
5.	CLOSING AND POSSESSION DATE: Settlement of closing shall be on or before <u>December</u> cleared. Possession and Title of the property shall be delivered on <u>Date of Closing</u> tear excepted, subject to any existing leases, if any. If closing is delayed at fault of Bu amounts from <u>December 19, 2023</u> to date of closing. Buyer will not pay interest unde of the Seller. Seller and Buyer agree that Earnest Funds held in the <u>Hoversten Law First</u> specified closing agent within 72-hours of scheduled Settlement date or as directed by	in its present condition, ordinary wear and yer, Buyer shall pay <u>8%</u> interest on all unpaid r this provision if closing is delayed at the fault <u>m Trust Account</u> may be disbursed to a future-	
6.	DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check	one.)	
		CONTRACT FOR DEED	
	joined in by spouse, if any, conveying marketable title, subject to building and zoning laws, ordinances, state and federal regulations; restrictions relating to use or improvement of the Property without effective forfer reservation of any mineral rights by the State of Minnesota; utility and drainage easements which do not interfere with any existing improvem all other items of record.	•	
7.	TENANTS/LEASES: Property SIS or IS NOT subject to rights of tenants. Seller shall be entitled to all payments due from the lessee in the year 2023, pursual Seller and Buyer agreed to prorate 20_ crop lease income (\$ per tillable as	ne date of closing. ant to said current lease.	

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	CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said Property to Buyer. Select One: Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year 20, attributed to the Property being purchased. Seller and Buyer agree to prorate the 20 Conservation Program Contract(s) payment(s) attributed to Property being purchased to the date of closing. Not Applicable
	By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).
9.	TAXES AND SPECIAL ASSESSMENTS (select one): Seller shall pay real estate taxes and special assessments certified for payment with the real estate taxes due and payable in Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which are required as a result of the closing of this sale. Buyer shall pay real estate Taxes due and payable in and thereafter, and any unpaid special assessments payable therewith and thereafter. No representations or warranties are made concerning the amount of subsequent real estate taxes.
	Seller and Buyer shall prorate, to the date of closing, the real estate taxes and special assessments certified for payment with the real estate taxes due and payable in 2023. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in 2024 and thereafter, and any unpaid special assessments payable therewith and thereafter.
10.	CONDITION OF PROPERTY: Property is sold "AS IS AND WHERE IS", in its current condition, without warranty and Seller makes no representation of any kind to Buyer regarding the property or its condition or suitability for any use.
11.	TITLE AND EXAMINATION: As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
	A. Seller shall provide, at Seller's option, the abstract of title to be updated at the Seller's expense, or a commitment for an Owner's Title Insurance Policy for the Property to Buyer or Buyer's designated title service provider.
	B. Buyer shall obtain, at the Buyer's expense, the title services determined necessary or desirable by Buyer or Buyer's lender, including, but not limited to, title searches, title examinations, a title insurance commitment, unless provided by Seller in lieu of an updated abstract of title, title insurance premium or an attorney's title opinion.
	Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title, including obtaining and recording all required documents, subject to the following:
	In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.
12.	SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS: If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.
13.	SURVEY: This Property Shall -or- shall not be surveyed. Survey cost to be divided as follows: Buyer <u>0</u> % Seller <u>100</u> %.
14.	DIMENSIONS: Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
15.	ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections as agreed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys or inspections and pay for any restoration costs.
Buy #1C	er(s) Initials:,,,,, Page 2 of 6 - Purchase Agreement - Land only.docx,,,,,,,,,,,,,



- **16. MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.
- 17. PROPERTY NOTICES: Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to Buyer immediately.

	shall be provided to Buyer immediately.
18.	ENVIRONMENTAL CONCERNS: To the best of Seller's knowledge there are no hazardous substances or underground storage tanks except where noted here: N/A
	(Check appropriate boxes.)
	SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO: CITY SEWER YES OR NO CITY WATER YES OR NO
	SELLER DOES OF DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Subsurface Sewage Treatment System Disclosure Statement.)
	PRIVATE WELL SELLER DOES or DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well is located on the Property, see Well Disclosure Statement.)
	To the best of Seller's knowledge, the Property \square IS or \boxtimes IS NOT in a Special Well Construction Area.
	THIS PURCHASE AGREEMENT IS or IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY. (If answer is IS, see attached Addendum.)
	IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.
19.	RISK OF LOSS: If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller, or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a written Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
20.	DEFAULT: Either party's failure to comply with the terms and provisions of this Agreement or any documents or agreements executed herewith or contemplated hereby shall constitute a default of this Agreement. Upon default, the non-defaulting party shall have the right and option to seek the specific performance of the terms and conditions of this Agreement from a court of proper jurisdiction. Also, the non-defaulting party shall be entitled to recover all costs, expenses, and reasonable attorneys' fees in obtaining specific performance or any other remedies or other relief as allowed by law. The remedies described above are not exclusive, but are in addition to all other rights, claims, remedies or causes of action which the non-defaulting party may have, or which are otherwise allowed by law.
21.	METHAMPHETAMINE PRODUCTION DISCLOSURE: (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).) Seller is not aware of any methamphetamine production that has occurred on the Property. Seller is aware that methamphetamine production has occurred on the Property. (See Disclosure Statement: Methamphetamine Production.)
22.	NOTICE REGARDING AIRPORT ZONING REGULATIONS: The Property may be in or near an airport safety zone, and as such may be affected by zoning regulations adopted by the governing body. Such zoning regulations are filed with the county recorder. If you would like to determine if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.
23.	NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender registry and persons

registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the

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Seller(s) Initials: ___

Department of Corrections website at www.corr.state.mn.us.

Buyer(s) Initials:

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- 24. CLOSING COSTS: Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
- 25. IRS § 1031 TAX DEFERRED EXCHANGE: Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
- **26. ENTIRE AGREEMENT:** This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
- **27. ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
- **28. SUCCESSORS BOUND:** The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
- **29. SURVIVAL:** All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
- **30. TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 31. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Minnesota.
- **32. SEVERABILITY:** If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- **33. NOTICES:** All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - A. in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - **C.** via e-mail with acknowledged receipt by recipient.

35. OTHER:_	The acreage site will be surveyed off prior to closing. Final sale price may adjust up or down based on final surveyed acres

34. FINAL ACCEPTANCE: To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.

Buyer(s) Initials:,,,,	Seller(s) Initials:,,,	,,
#1C - Purchase Agreement - Land only.docx		,,, 03/14/23



6. AGENCY NOTICE AND DISCLOSURE:		
	AGENCY NOTICE	
Nicole Rustad		gent 🗌 Dual Agent 🔲 Facilitator
(Licensee)	(Ch	oose One)
Hertz Farm Management, Inc. (Real Estate Company Name)		
Geoff Mead (Licensee)	Is Seller's Agent Buyer's Agent	Dual Agent Facilitator
Hertz Farm Management, Inc. (Real Estate Company Name		\Q 1
salespersons licensed to the same broker each repreparties and means that the broker or salesperson ow level of representation the broker and salespersons agency, confidential information about price, terms, a instructs the broker or salesperson in writing to disclagents may not advocate for one party to the detrime	es the same fiduciary duties to both part can provide and prohibits them from a and motivation for pursuing a transaction ose specific information about him or he ent of the other.	es to the transaction. This role limits the sting exclusively for either party. In dual will be kept confidential unless one party r. Other information will be shared. Dual
Broker represents both parties involved in the transactifiduciary duties to both parties. Because the parties advocating exclusively for either party. Broker cannot parties acknowledge that a) confidential information communicated to Econfidential unless the parties instruct Broket b) Broker and its salespersons will not represent c) within the limits of dual agency, Broker and its salespersons.	may have conflicting interests, Broker at act as a dual agent in this transaction we broker which regards price, terms, or mover in writing to disclose this information. On the interest of either party to the detrim	and its salespersons are prohibited from without the consent of both parties. Both tivation to buy, sell, or lease will remain ther information will be shared; tent of the other; and
With the knowledge and understanding of the explandual agents in this transaction.	ation above, the parties authorize and inst	ruct Broker and its salespersons to act as
SELLER(S):		
N/A		
Signature	Date Signature	Date
BUYER(S): N/A		
Signature	Date Signature	Date



37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann		SELLER: Patrice T. Schnauber	
(Legal Name Signature – First, MI, Last)	Date	(Legal Name Signature – First, MI, Last)	Date
N/A		N/A	
Title (If applicable)		Title (if applicable)	
Christopher P. Hartmann		Patrice T. Schnauber	
(Legal Name Print – First, MI, Last)		(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last)	Date	(Spouse Legal Name Signature – First, MI, Last)	Date
Holly C. Hartmann		Brian D. Schnauber (Spouse Legal Name Print-First, MI, Last)	
(Spouse Legal Name Print-First, MI, Last)		(Spouse Legar Name Print-First, IVII, Last)	
(Address – Street)		(Address – Street)	
(Address – City, State, Zip Code)		(Address – City, State, Zip Code)	
SELLER: Tena R. Driskill	70.	SELLER: Nathaniel P. Hartmann	
(Legal Name Signature – First, MI, Last)	Date	(Legal Name Signature – First, MI, Last)	Dat
N/A		N/A	
Title (If applicable)		Title (if applicable)	
Tena R. Driskill		Nathaniel P. Hartmann	
(Legal Name Print – First, MI, Last)		(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last)	Date	(Spouse Legal Name Signature – First, MI, Last)	Date
James P. Driskill		Catrina M. Hartmann	
(Spouse Legal Name Print-First, MI, Last)		(Spouse Legal Name Print-First, MI, Last)	
(Address – Street)		(Address – Street)	
(Address – City, State, Zip Code)		(Address – City, State, Zip Code)	



38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: OUR HARTMAN FARMS, LLC

SELLER: OUR HARTIMAN FARINS, LLC	
(Legal Name Signature – First, MI, Last)	Date
Manager of Our Hartmann Farms, LLC & Trustee of Jack H. Hartman	nn Trust
Title (If applicable)	
Our Hartmann Farms, LLC by: Busey Bank - Renea Harbert, Sr. VP,	
(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last)	Date
(Spouse Legal Name Print-First, MI, Last)	The self
(Address – Street)	
(Address – City, State, Zip Code)	



39. BUYER(S):	and/or assignee erms and conditions set forth above. I have reviewed all pages of this
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last) Date	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last)	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
40. FINAL ACCEPTANCE DATE:	, 2023. The Final Acceptance Date is the date on which the
fully executed Purchase Agreement is delivered.	

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



1. SELLER(s): OUR HARTMANN FARMS, LLC and the undersigned	(hereinafter referred to as "Seller")
2. BUYER(s):and/or	assignee (hereinafter referred to as "Buyer")
3. PROPERTY: Said earnest money is part payment for the purchase of the following property legally described as:		
The SE¼, Section 6, Adams Township, T101N, R16W, Mower Co., MN, containing 160.00 acres, more or less. Exact legal per Abstract of Title, together with any and all easements, appurtenances and rights-of-way of record pertaining to the above-described property, similarly subject to any easements of record, zoning restrictions, governmental cost-sharing agreements and restrictive covenants; and including all fixtures, if any, INCLUDING or EXCLUDING all emblements within the Property at the time of this Purchase Agreement, if any, (collectively the "Property") and INCLUDING or EXCLUDING the following personal property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances: all furniture, appliances, and personal items located throughout the house and outbuildings.		
all of whi	ich Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from	n Seller.
A.	Purchase Price:	<u>\$</u>
В.	Earnest Funds to be deposited in Trust on Acceptance of Offer: To be deposited in the trust account of: Listing Broker-Hertz Farm Management, Inc.; or Hoversten Law Firm Trust Account (Closing Agent)	<u>\$</u>
C.	Balance of Purchase Price Due by Buyer on Closing Date:	<u>\$</u>
D.	Buyer Premium of 1% Due by Buyer on Closing Date:	<u>\$</u>
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•	ARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check of	
	RANTY DEED PERSONAL REPRESENTATIVE'S DEED	CONTRACT FOR DEED
joined in build resti rese utilit	by spouse, if any, conveying marketable title, subject to ding and zoning laws, ordinances, state and federal regulations; rictions relating to use or improvement of the Property without effective forfei rvation of any mineral rights by the State of Minnesota; by and drainage easements which do not interfere with any existing improvement items of record.	
Purchase Select O I Seller	shall be entitled to all payments due from the lessee in the year 2023, pursua	e date of closing. Int to said current lease.
Purchase Select O I Seller	Agreement to the date of closing, the term of which lease extends beyond the ne:	e date of closing. Int to said current lease.

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8.	CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said Property to Buyer. Select One: Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year 20, attributed to the Property being purchased. Seller and Buyer agree to prorate the 20 Conservation Program Contract(s) payment(s) attributed to Property being purchased to the date of closing. Not Applicable By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).
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	A. Seller shall provide, at Seller's option, the abstract of title to be updated at the Seller's expense, or a commitment for an Owner's Title Insurance Policy for the Property to Buyer or Buyer's designated title service provider.
	B. Buyer shall obtain, at the Buyer's expense, the title services determined necessary or desirable by Buyer or Buyer's lender, including, but not limited to, title searches, title examinations, a title insurance commitment, unless provided by Seller in lieu of an updated abstract of title, title insurance premium or an attorney's title opinion.
	Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title, including obtaining and recording all required documents, subject to the following:
	In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a <i>Cancellation of Purchase Agreement</i> confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.
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13.	SURVEY: This Property Shall -or- shall not be surveyed. Survey cost to be divided as follows: Buyer N/A % Seller N/A %.
14.	DIMENSIONS: Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
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	Per(s) Initials:,,,, Seller(s) Initials:,,,,,, Page 2 of 6 Purchase Agreement - Land only.docx, 03/14/23



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	(Check appropriate boxes.)
	SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO: CITY SEWER YES OR NO CITY WATER YES OR NO
	SELLER DOES OF DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Subsurface Sewage Treatment System Disclosure Statement.)
	PRIVATE WELL SELLER DOES or DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well is located on the Property, see Well Disclosure Statement.)
	To the best of Seller's knowledge, the Property \square IS or \boxtimes IS NOT in a Special Well Construction Area.
	THIS PURCHASE AGREEMENT 🔀 IS or 🔲 IS NOT SUBJECT TO AN <i>ADDENDUM TO PURCHASE AGREEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.</i> (If answer is IS , see attached <i>Addendum</i> .)
	IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.
19.	RISK OF LOSS: If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller, or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a written Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
20.	DEFAULT: Either party's failure to comply with the terms and provisions of this Agreement or any documents or agreements executed herewith or contemplated hereby shall constitute a default of this Agreement. Upon default, the non-defaulting party shall have the right and option to seek the specific performance of the terms and conditions of this Agreement from a court of proper jurisdiction. Also, the non-defaulting party shall be entitled to recover all costs, expenses, and reasonable attorneys' fees in obtaining specific performance or any other remedies or other relief as allowed by law. The remedies described above are not exclusive, but are in addition to all other rights, claims, remedies or causes of action which the non-defaulting party may have, or which are otherwise allowed by law.
21.	METHAMPHETAMINE PRODUCTION DISCLOSURE: (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).) Seller is not aware of any methamphetamine production that has occurred on the Property. Seller is aware that methamphetamine production has occurred on the Property. (See Disclosure Statement: Methamphetamine Production.)
22.	NOTICE REGARDING AIRPORT ZONING REGULATIONS: The Property may be in or near an airport safety zone, and as such may be affected by zoning regulations adopted by the governing body. Such zoning regulations are filed with the county recorder. If you would like to determine if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

Department of Corrections website at www.corr.state.mn.us.

23. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the



- 24. CLOSING COSTS: Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
- 25. IRS § 1031 TAX DEFERRED EXCHANGE: Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
- **26. ENTIRE AGREEMENT:** This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
- **27. ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
- **28. SUCCESSORS BOUND:** The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
- **29. SURVIVAL:** All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
- **30. TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- **31. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Minnesota.
- **32. SEVERABILITY:** If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- **33. NOTICES:** All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - A. in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - **C.** via e-mail with acknowledged receipt by recipient.
- 34. FINAL ACCEPTANCE: To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.
- **35. OTHER:** This parcel contains a residence where the septic system is non-compliant with county standards. It will be the responsibility of the buyer(s) to update, per county requirements. At closing, funds from the buyer(s) must be in escrow for the septic system updates.

The building site is currently r	ented until March 1, 20	24. The current lease has	been terminated but the	<u>buyer(s) will honor the</u>
remaining terms of the lease u	ntil March 1, 2024. All p	ersonal items and equipme	ent located throughout the	house and outbuildings
are property of the tenant and	will be removed by Mar	ch 1, 2024.		

are property of the tenant and will be removed by March 1, 2024.
The LP tank located on the property is rented through Stacyville LP Gas Company.
Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability Included.

Buyer(s) Initials:,,,,	Seller(s) Initials:,,,,,,	_, Page 4 of 6
#2 - Purchase Agreement - Land only.docx		. 03/14/23



AGENCY	NOTICE
Nicole Rustad Is ⊠ S	eller's Agent 🗌 Buyer's Agent 🗌 Dual Agent 🔲 Facilitator
(Licensee)	(Choose One)
Hertz Farm Management, Inc. (Real Estate Company Name)	
<u> </u>	
	's Agent Buyer's Agent Dual Agent Facilitator(Choose One)
Hertz Farm Management, Inc.	
(Real Estate Company Name	
salespersons licensed to the same broker each represent a party to parties and means that the broker or salesperson owes the same fix level of representation the broker and salespersons can provide a agency, confidential information about price, terms, and motivation instructs the broker or salesperson in writing to disclose specific in agents may not advocate for one party to the detriment of the other	duciary duties to both parties to the transaction. This role limits the nd prohibits them from acting exclusively for either party. In dua for pursuing a transaction will be kept confidential unless one party formation about him or her. Other information will be shared. Dua
CONSENT TO DUAL AGENCY Broker represents both parties involved in the transaction, which crefiduciary duties to both parties. Because the parties may have conadvocating exclusively for either party. Broker cannot act as a dual parties acknowledge that a) confidential information communicated to Broker which reconfidential unless the parties instruct Broker in writing to b) Broker and its salespersons will not represent the interest of within the limits of dual agency, Broker and its salesperson	oflicting interests, Broker and its salespersons are prohibited from agent in this transaction without the consent of both parties. Both egards price, terms, or motivation to buy, sell, or lease will remain disclose this information. Other information will be shared; of either party to the detriment of the other; and
With the knowledge and understanding of the explanation above, the dual agents in this transaction.	e parties authorize and instruct Broker and its salespersons to act a
SELLER(S):	
N/A Signature Date	Signature Date
BUYER(S):	
Signature Date	Signature Date



37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann		SELLER: Patrice T. Schnauber		
(Legal Name Signature – First, MI, Last)	Date	(Legal Name Signature – First, MI, Last)	Date	
N/A Title (If applicable)		N/A Title (if applicable)		
Title (ij applicable)		Title (ij applicable)		
Christopher P. Hartmann		Patrice T. Schnauber		
(Legal Name Print – First, MI, Last)		(Legal Name Print – First, MI, Last)		
, , , , , , , , , , , , , , , , , , , ,				
(Spouse Legal Name Signature – First, MI, Last)	Date	(Spouse Legal Name Signature – First, MI, Last)	Date	
		Discouling Control of the Control of		
Holly C. Hartmann		Brian D. Schnauber (Spouse Legal Name Print-First, MI, Last)		
(Spouse Legal Name Print-First, MI, Last)		(Spouse Legal Name 1 mit 1 mst, Wil, Last)		
(Address – Street)		(Address – Street)		
(Address – City, State, Zip Code)		(Address – City, State, Zip Code)		
SELLER: Tena R. Driskill	70.	SELLER: Nathaniel P. Hartmann		
(Legal Name Signature – First, MI, Last)	Date	(Legal Name Signature – First, MI, Last)	Date	
N/A		N/A		
Title (If applicable)		Title (if applicable)		
Tena R. Driskill		Nathaniel P. Hartmann		
(Legal Name Print – First, MI, Last)		(Legal Name Print – First, MI, Last)		
(Spouse Legal Name Signature – First, MI, Last)	Date	(Spouse Legal Name Signature – First, MI, Last)	Date	
James P. Driskill		Catrina M. Hartmann		
(Spouse Legal Name Print-First, MI, Last)		(Spouse Legal Name Print-First, MI, Last)		
(Address – Street)		(Address – Street)		
(Address – City, State, Zip Code)		(Address – City, State, Zip Code)		



38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See

Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: OUR HARTMAN FARMS, LLC

SELLEN. OOK HAKTIVIAN FARINS, ELC	
(Legal Name Signature – First, MI, Last)	Date
Manager of Our Hartmann Farms, LLC & Trustee of Jack H. Hartmann Title (If applicable)	Trust
Our Hartmann Farms, LLC by: Busey Bank - Renea Harbert, Sr. VP, (Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last)	Date
(Spouse Legal Name Print-First, MI, Last)	I leggt
(Address – Street)	
(Address – City, State, Zip Code)	



I/We agree to purchase the Property for the price and on the to Purchase Agreement.	and/or assignee erms and conditions set forth above. I have reviewed all pages of this
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last) Date	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last)	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
40. FINAL ACCEPTANCE DATE:	, 2023. The Final Acceptance Date is the date on which the
fully executed Purchase Agreement is delivered.	

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



1.	SELLER(s): OUR HARTMANN FARMS, LLC and the undersigned	(hereinafter referred to as "Seller")
2.	BUYER(s): and/or assig	nee (hereinafter referred to as "Buyer")
3. PROPERTY: Said earnest money is part payment for the purchase of the following property legally described as:			egally described as:
The Frl. NE% South of the Bike path, Section 6, Adams Township, T101N, R16W, Mower Co., MN, containing 140.35 less. Exact legal per Abstract of Title, together with any and all easements, appurtenances and rights-of-way of record the above-described property, similarly subject to any easements of record, zoning restrictions, governmental costagreements and restrictive covenants; and including all fixtures, if any, INCLUDING or EXCLUDING all embler Property at the time of this Purchase Agreement, if any, (collectively the "Property") and INCLUDING or EXCLUDING OR EXCLUDIN			
		N/A	
	all of wh	ich Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from Selle	
4.	OFFER:	ich seller has this day agreed to sell to buyer and buyer has agreed to buy from selle	
	A.	Purchase Price:	<u>\$</u>
	В.	Earnest Funds to be deposited in Trust on Acceptance of Offer:	<u>\$</u>
	C.	Balance of Purchase Price Due by Buyer on Closing Date:	<u>\$</u>
	D.	Buyer Premium of 1% Due by Buyer on Closing Date:	<u>\$</u>
5.	cleared. tear exce amounts of the Se	AND POSSESSION DATE: Settlement of closing shall be on or before <u>December 19,20</u> Possession and Title of the property shall be delivered on <u>Date of Closing</u> in epted, subject to any existing leases, if any. If closing is delayed at fault of Buyer, Bu from <u>December 19, 2023</u> to date of closing. Buyer will not pay interest under this puller. Seller and Buyer agree that Earnest Funds held in the <u>Hoversten Law Firm Trus</u> closing agent within 72-hours of scheduled Settlement date or as directed by said of	its present condition, ordinary wear and uyer shall pay <u>8%</u> interest on all unpaid provision if closing is delayed at the fault at Account may be disbursed to a future-
6.	DEED/M	ARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)	
		RANTY DEED PERSONAL REPRESENTATIVE'S DEED	CONTRACT FOR DEED
	<u>—</u>	TEE'S DEED OTHER:	
	buildrestrrese	by spouse, if any, conveying marketable title, subject to ding and zoning laws, ordinances, state and federal regulations; rictions relating to use or improvement of the Property without effective forfeiture provided in the provid	
		ther items of record.	
7.	Purchase Select Or Seller	shall be entitled to all payments due from the lessee in the year 2023, pursuant to	e of closing. said current lease.
	∐ Seller	and Buyer agreed to prorate 20 crop lease income (\$ per tillable acre) to	o the date of closing.



8.	CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said Property to Buyer. Select One: Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year 20, attributed to the Property being purchased. Seller and Buyer agree to prorate the 20 Conservation Program Contract(s) payment(s) attributed to Property being purchased to the date of closing. Not Applicable By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).				
9.	TAXES AND SPECIAL ASSESSMENTS (select one): Seller shall pay real estate taxes and special assessments certified for payment with the real estate taxes due and payable in Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which are required as a result of the closing of this sale. Buyer shall pay real estate Taxes due and payable in and thereafter, and any unpaid special assessments payable therewith and thereafter. No representations or warranties are made concerning the amount of subsequent real estate taxes. Seller and Buyer shall prorate, to the date of closing, the real estate taxes and special assessments certified for payment with the real estate taxes due and payable in 2023. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres,				
	etc.) which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in <u>2024</u> and thereafter, and any unpaid special assessments payable therewith and thereafter.				
10.	CONDITION OF PROPERTY: Property is sold "AS IS AND WHERE IS", in its current condition, without warranty and Seller makes no representation of any kind to Buyer regarding the property or its condition or suitability for any use.				
11.	TITLE AND EXAMINATION: As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:				
	A. Seller shall provide, at Seller's option, the abstract of title to be updated at the Seller's expense, or a commitment for an Owner's Title Insurance Policy for the Property to Buyer or Buyer's designated title service provider.				
	B. Buyer shall obtain, at the Buyer's expense, the title services determined necessary or desirable by Buyer or Buyer's lender, including, but not limited to, title searches, title examinations, a title insurance commitment, unless provided by Seller in lieu of an updated abstract of title, title insurance premium or an attorney's title opinion.				
	Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title, including obtaining and recording all required documents, subject to the following:				
	In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.				
12.	SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS: If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.				
13.	SURVEY: This Property shall -or- shall not be surveyed. Survey cost to be divided as follows: Buyer <u>N/A</u> %Seller <u>N/A</u> %.				
14.	DIMENSIONS: Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.				
15.	ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections as agreed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys or inspections and pay for any restoration costs.				
	ver(s) Initials:				



- **16. MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.
- 17. PROPERTY NOTICES: Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to Buyer immediately.

	shall be provided to Buyer immediately.
18.	ENVIRONMENTAL CONCERNS: To the best of Seller's knowledge there are no hazardous substances or underground storage tanks except where noted here: N/A
	(Check appropriate boxes.)
	SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO: CITY SEWER YES OR NO CITY WATER YES OR NO
	SELLER DOES OF DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Subsurface Sewage Treatment System Disclosure Statement.)
	PRIVATE WELL SELLER DOES or DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well is located on the Property, see Well Disclosure Statement.)
	To the best of Seller's knowledge, the Property \square IS or \boxtimes IS NOT in a Special Well Construction Area.
	THIS PURCHASE AGREEMENT \square IS or \boxtimes IS NOT SUBJECT TO AN <i>ADDENDUM TO PURCHASE AGREEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.</i> (If answer is IS , see attached <i>Addendum</i> .)
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21.	METHAMPHETAMINE PRODUCTION DISCLOSURE: (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).) Seller is not aware of any methamphetamine production that has occurred on the Property. Seller is aware that methamphetamine production has occurred on the Property. (See Disclosure Statement: Methamphetamine Production.)
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Department of Corrections website at www.corr.state.mn.us.

23. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the



- 24. CLOSING COSTS: Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
- 25. IRS § 1031 TAX DEFERRED EXCHANGE: Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
- **26. ENTIRE AGREEMENT:** This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
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- **28. SUCCESSORS BOUND:** The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
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- **33. NOTICES:** All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - A. in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - **C.** via e-mail with acknowledged receipt by recipient.

34.	FINAL AC	CCEPTANCE: To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.
35.	OTHER:_	N/A

Buyer(s) Initials:,,,	Seller(s) Initials:,,,,,	Page 4 of 6
#3 - Purchase Agreement - Land only.docx		, 03/14/23



AGEN	CY NOTICE
Nicole Rustad Is 🔀	Seller's Agent Buyer's Agent Dual Agent Facilitator
(Licensee)	(Choose One)
Hertz Farm Management, Inc.	
(Real Estate Company Name)	
	er's Agent Buyer's Agent Dual Agent Facilitator(Choose One)
Hertz Farm Management, Inc.	(and and and and and and and and and and
(Real Estate Company Name	
level of representation the broker and salespersons can provide agency, confidential information about price, terms, and motivation	fiduciary duties to both parties to the transaction. This role limits the and prohibits them from acting exclusively for either party. In dua on for pursuing a transaction will be kept confidential unless one party information about him or her. Other information will be shared. Dualer.
CONSENT TO DUAL AGENCY	140
Broker represents both parties involved in the transaction, which of fiduciary duties to both parties. Because the parties may have advocating exclusively for either party. Broker cannot act as a duparties acknowledge that a) confidential information communicated to Broker which confidential unless the parties instruct Broker in writing to Broker and its salespersons will not represent the interest	reates a dual agency. This means that Broker and its salespersons owe conflicting interests, Broker and its salespersons are prohibited from all agent in this transaction without the consent of both parties. Both regards price, terms, or motivation to buy, sell, or lease will remain o disclose this information. Other information will be shared; of either party to the detriment of the other; and n will work diligently to facilitate the mechanics of the sale.
With the knowledge and understanding of the explanation above, dual agents in this transaction.	the parties authorize and instruct Broker and its salespersons to act as
SELLER(S):	
N/A Signature Da	te Signature Date
BUYER(S):	
Signature Da	te Signature Date



37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann		SELLER: Patrice T. Schnauber	
(Legal Name Signature – First, MI, Last)	Date	(Legal Name Signature – First, MI, Last)	Date
N/A		N/A	
Title (If applicable)		Title (if applicable)	
Christopher P. Hartmann		Patrice T. Schnauber	
(Legal Name Print – First, MI, Last)		(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last)	Date	(Spouse Legal Name Signature – First, MI, Last)	Date
Holly C. Hartmann		Brian D. Schnauber (Spouse Legal Name Print-First, MI, Last)	
(Spouse Legal Name Print-First, MI, Last)		(spouse tegar Name Print-First, MI, Last)	
(Address – Street)		(Address – Street)	
(Address – City, State, Zip Code)		(Address – City, State, Zip Code)	
SELLER: Tena R. Driskill	70.	SELLER: Nathaniel P. Hartmann	
(Legal Name Signature – First, MI, Last)	Date	(Legal Name Signature – First, MI, Last)	Dat
N/A		N/A	
Title (If applicable)		Title (if applicable)	
Tena R. Driskill		Nathaniel P. Hartmann	
(Legal Name Print – First, MI, Last)		(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last)	Date	(Spouse Legal Name Signature – First, MI, Last)	Date
James P. Driskill		Catrina M. Hartmann	
(Spouse Legal Name Print-First, MI, Last)		(Spouse Legal Name Print-First, MI, Last)	
(Address – Street)		(Address – Street)	
(Address – City, State, Zip Code)		(Address – City, State, Zip Code)	



38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller Is or Is NOT a foreign person (i.e., a non-resident

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller | IS or | IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: OUR HARTMANN FARMS, LLC

(Legal Name Signature – First, MI, Last)	Date	21
Manager of Our Hartmann Farms, LLC & Trustee of Jack H. Hartmann Title (If applicable)	Trust	
Our Hartmann Farms, LLC by: Busey Bank - Renea Harbert, Sr. VP, (Legal Name Print – First, MI, Last)		
(Spouse Legal Name Signature – First, MI, Last)	Date	
(Spouse Legal Name Print-First, MI, Last)	n legal	
(Address – Street)	· C	
(Address – City, State, Zip Code)		



39. BUYER(S):	and/or assignee erms and conditions set forth above. I have reviewed all pages of this
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last) Date	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last)	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
40. FINAL ACCEPTANCE DATE:	, 2023. The Final Acceptance Date is the date on which the

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

fully executed Purchase Agreement is delivered.



1.	SELLER(s): OUR HARTMANN FARMS, LLC and the undersigned	(hereinafter referred to as "Seller")
2.	BUYER(s): and/or	assignee (hereinafter referred to as "Buyer")
3.	PROPERTY: Said earnest money is part payment for the purchase of the following proper	erty legally described as:
	The E½ SW¾, Section 5, Adams Township, T101N, R16W, Mower Co., MN, containing 80 Abstract of Title, together with any and all easements, appurtenances and rights-of-war property, similarly subject to any easements of record, zoning restrictions, government covenants; and including all fixtures, if any, ☐ INCLUDING or ☐ EXCLUDING all emble Purchase Agreement, if any, (collectively the "Property") and ☐ INCLUDING or ☐ EXCLUDING OR ☐ EXCLUD	ay of record pertaining to the above-described cal cost-sharing agreements and restrictive ements within the Property at the time of this CLUDING the following personal property, if
		10)
	all of which Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from	n Seller
4.	OFFER:	
	A. Purchase Price:	O s
	B. Earnest Funds to be deposited in Trust on Acceptance of Offer: To be deposited in the trust account of: Listing Broker-Hertz Farm Management, Inc.; or Hoversten Law Firm Trust Account (Closing Agent)	
	C. Balance of Purchase Price Due by Buyer on Closing Date:	<u>\$</u>
	D. Buyer Premium of 1% Due by Buyer on Closing Date:	<u>\$</u>
5.	CLOSING AND POSSESSION DATE: Settlement of closing shall be on or before <u>December</u> cleared. Possession and Title of the property shall be delivered on <u>Date of Closing</u> tear excepted, subject to any existing leases, if any. If closing is delayed at fault of Buy amounts from <u>December 19, 2023</u> to date of closing. Buyer will not pay interest under of the Seller. Seller and Buyer agree that Earnest Funds held in the <u>Hoversten Law Firm</u> specified closing agent within 72-hours of scheduled Settlement date or as directed by	in its present condition, ordinary wear and ver, Buyer shall pay <u>8%</u> interest on all unpaid this provision if closing is delayed at the fault a <u>1 Trust Account</u> may be disbursed to a future-
6.	DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check o	
	WARRANTY DEED PERSONAL REPRESENTATIVE'S DEED	CONTRACT FOR DEED
	joined in by spouse, if any, conveying marketable title, subject to building and zoning laws, ordinances, state and federal regulations; restrictions relating to use or improvement of the Property without effective forfei reservation of any mineral rights by the State of Minnesota; utility and drainage easements which do not interfere with any existing improveme all other items of record.	·
7.	TENANTS/LEASES: Property SIS or IS NOT subject to rights of tenants. Seller she Purchase Agreement to the date of closing, the term of which lease extends beyond the Select One: Seller shall be entitled to all payments due from the lessee in the year 2023, pursua Seller and Buyer agreed to prorate 20 crop lease income (\$ per tillable ac	e date of closing. nt to said current lease.
		,



	Farm Management, Inc. State of Minnesota
8.	ONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said roperty to Buyer. elect One: Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year 20, attributed to the Property eing purchased. Seller and Buyer agree to prorate the 20 Conservation Program Contract(s) payment(s) attributed to Property being purchased to the date of closing.
	☑ Not Applicable y acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation rogram Contract(s).
9.	AXES AND SPECIAL ASSESSMENTS (select one): Seller shall pay real estate taxes and special assessments certified for payment with the real estate taxes due and payable in Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which are required as a result of the closing of this sale. Buyer shall pay real estate Taxes due and payable in and thereafter, and any unpaid special assessments ayable therewith and thereafter. No representations or warranties are made concerning the amount of subsequent real estate taxes.
	Seller and Buyer shall prorate, to the date of closing, the real estate taxes and special assessments certified for payment with the eal estate taxes due and payable in 2023. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, tc.) which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in 2024 and thereafter, nd any unpaid special assessments payable therewith and thereafter.
10.	ONDITION OF PROPERTY: Property is sold "AS IS AND WHERE IS", in its current condition, without warranty and Seller makes no epresentation of any kind to Buyer regarding the property or its condition or suitability for any use.
11.	ITLE AND EXAMINATION: As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
	A. Seller shall provide, at Seller's option, the abstract of title to be updated at the Seller's expense, or a commitment for an Owner's Title Insurance Policy for the Property to Buyer or Buyer's designated title service provider.
	B. Buyer shall obtain, at the Buyer's expense, the title services determined necessary or desirable by Buyer or Buyer's lender, including, but not limited to, title searches, title examinations, a title insurance commitment, unless provided by Seller in lieu of an updated abstract of title, title insurance premium or an attorney's title opinion.
	eller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary convey marketable title, including obtaining and recording all required documents, subject to the following:
	In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.
12.	UBDIVISION OF LAND, BOUNDARIES, AND ACCESS: If this sale constitutes or requires a subdivision of land owned by Seller, Seller hall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real roperty to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a right of ccess to the Property from a public right of way.
13.	URVEY: This Property \square shall -or- \boxtimes shall not be surveyed. Survey cost to be divided as follows: Buyer $\underline{N/A}$ % Seller $\underline{N/A}$ %. ee #35 other provisions for exception.
14.	IMENSIONS: Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker epresenting or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at uyer's sole cost and expense.
15.	CCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections as greed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys or inspections and pay for any estoration costs.
Buy #4 -	r(s) Initials:,,, Seller(s) Initials:,,,,,, Page 2 of 6 urchase Agreement - Land only.docx



- **16. MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.
- 17. PROPERTY NOTICES: Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to Buyer immediately.

18.	ENVIRONMENTAL CONCERNS: To the best of Seller's knowledge there are no hazardous substances or underground storage tanks except where noted here: N/A
	(Check appropriate boxes.)
	SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO: CITY SEWER YES OR NO CITY WATER YES OR NO
	SUBSURFACE SEWAGE TREATMENT SYSTEM SELLER DOES OF DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Subsurface Sewage Treatment System Disclosure Statement.)
	PRIVATE WELL SELLER DOES or DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well is located on the Property, see Well Disclosure Statement.)
	To the best of Seller's knowledge, the Property \square IS or \boxtimes IS NOT in a Special Well Construction Area.
	THIS PURCHASE AGREEMENT [IS OF IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY. (If answer is IS, see attached Addendum.)
	IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.
19.	RISK OF LOSS: If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller, or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a written Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
20.	DEFAULT: Either party's failure to comply with the terms and provisions of this Agreement or any documents or agreements executed herewith or contemplated hereby shall constitute a default of this Agreement. Upon default, the non-defaulting party shall have the right and option to seek the specific performance of the terms and conditions of this Agreement from a court of proper jurisdiction. Also, the non-defaulting party shall be entitled to recover all costs, expenses, and reasonable attorneys' fees in obtaining specific performance or any other remedies or other relief as allowed by law. The remedies described above are not exclusive, but are in addition to all other rights, claims, remedies or causes of action which the non-defaulting party may have, or which are otherwise allowed by law.
21.	METHAMPHETAMINE PRODUCTION DISCLOSURE: (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).) Seller is not aware of any methamphetamine production that has occurred on the Property. Seller is aware that methamphetamine production has occurred on the Property. (See Disclosure Statement: Methamphetamine Production.)
22.	NOTICE REGARDING AIRPORT ZONING REGULATIONS: The Property may be in or near an airport safety zone, and as such may be affected by zoning regulations adopted by the governing body. Such zoning regulations are filed with the county recorder. If you would like to determine if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.
23.	NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the

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, 03/14/23

Department of Corrections website at www.corr.state.mn.us.

Buyer(s) Initials:

#4 - Purchase Agreement - Land only.docx



- 24. CLOSING COSTS: Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
- 25. IRS § 1031 TAX DEFERRED EXCHANGE: Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
- **26. ENTIRE AGREEMENT:** This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
- **27. ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
- **28. SUCCESSORS BOUND:** The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
- **29. SURVIVAL:** All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
- **30. TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 31. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Minnesota.
- **32. SEVERABILITY:** If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- **33. NOTICES:** All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - A. in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - **C.** via e-mail with acknowledged receipt by recipient.

35. OTHER:	If necessary, the farm may be surveyed to identify field boundaries. This survey cost will be at the expense of the Sellers.

34. FINAL ACCEPTANCE: To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.

Buyer(s) Initials:,,,,	Seller(s) Initials:,,,,,	Page 4 of 6
#4 - Purchase Agreement - Land only.docx		, 03/14/23



AGENCY	NOTICE
Nicole Rustad Is S S	Seller's Agent Buyer's Agent Dual Agent Facilitator (Choose One)
Hertz Farm Management, Inc. (Real Estate Company Name)	
Geoff Mead Is Seller (Licensee)	's Agent Buyer's Agent Dual Agent Facilitator(Choose One)
Hertz Farm Management, Inc. (Real Estate Company Name	
DUAL AGENCY DISCLOSURE: Dual agency occurs when one broker of salespersons licensed to the same broker each represent a party to parties and means that the broker or salesperson owes the same fill level of representation the broker and salespersons can provide a agency, confidential information about price, terms, and motivation instructs the broker or salesperson in writing to disclose specific integents may not advocate for one party to the detriment of the other consent to DUAL AGENCY Broker represents both parties involved in the transaction, which cree	the transaction. Dual agency requires the informed consent of all duciary duties to both parties to the transaction. This role limits the nd prohibits them from acting exclusively for either party. In dual for pursuing a transaction will be kept confidential unless one party formation about him or her. Other information will be shared. Dual r.
fiduciary duties to both parties. Because the parties may have considered advocating exclusively for either party. Broker cannot act as a dual parties acknowledge that a) confidential information communicated to Broker which reconfidential unless the parties instruct Broker in writing to b) Broker and its salespersons will not represent the interest of within the limits of dual agency, Broker and its salesperson	agent in this transaction without the consent of both parties. Both egards price, terms, or motivation to buy, sell, or lease will remain disclose this information. Other information will be shared; of either party to the detriment of the other; and
With the knowledge and understanding of the explanation above, the dual agents in this transaction.	e parties authorize and instruct Broker and its salespersons to act as
SELLER(S):	
N/A Signature Date	Signature Date
BUYER(S):	
	Signature Date



37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann		SELLER: Patrice T. Schnauber	
(Legal Name Signature – First, MI, Last)	Date	(Legal Name Signature – First, MI, Last)	Date
N/A		N/A	
Title (If applicable)		Title (if applicable)	
Christopher P. Hartmann		Patrice T. Schnauber	
(Legal Name Print – First, MI, Last)		(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last)	Date	(Spouse Legal Name Signature – First, MI, Last)	Date
Holly C. Hartmann		Brian D. Schnauber (Spouse Legal Name Print-First, MI, Last)	
(Spouse Legal Name Print-First, MI, Last)		(spouse tegar Name Print-First, Mil, Last)	
(Address – Street)		(Address – Street)	
(Address – City, State, Zip Code)		(Address – City, State, Zip Code)	
SELLER: Tena R. Driskill	70.	SELLER: Nathaniel P. Hartmann	
(Legal Name Signature – First, MI, Last)	Date	(Legal Name Signature – First, MI, Last)	Date
N/A		N/A	
Title (If applicable)	_	Title (if applicable)	
Tena R. Driskill		Nathaniel P. Hartmann	
(Legal Name Print – First, MI, Last)	_	(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last)	Date	(Spouse Legal Name Signature – First, MI, Last)	Date
James P. Driskill		Catrina M. Hartmann	
(Spouse Legal Name Print-First, MI, Last)		(Spouse Legal Name Print-First, MI, Last)	
112 N. Howard St.			
(Address – Street)		(Address – Street)	
(Address – City, State, Zip Code)		(Address – City, State, Zip Code)	



38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

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SELLER: OUR HARTMANN FARMS, LLC

Date	
Trust	K
Date	
A less	
-6	
	Trust



39. BUYER(S):	and/or assignee
I/We agree to purchase the Property for the price and on the to Purchase Agreement.	erms and conditions set forth above. I have reviewed all pages of this
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last) Date	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last)	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
40. FINAL ACCEPTANCE DATE:	, 2023. The Final Acceptance Date is the date on which the
fully executed Purchase Agreement is delivered.	

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



1.	1. SELLER(s): OUR HARTMANN FARMS, LLC and the undersigned	(hereinafter referred to as "Seller")
2.	2. BUYER(s): and/or assign	<u>lee</u> (hereinafter referred to as "Buyer")
3.	3. PROPERTY: Said earnest money is part payment for the purchase of the following property learnest	gally described as:
	The S½ NW½, All South of the bike path in Section 5, Adams Township, T101N, R16W, Mower or less. Exact legal per Abstract of Title, together with any and all easements, appurtenances to the above-described property, similarly subject to any easements of record, zoning restrict agreements and restrictive covenants; and including all fixtures, if any, INCLUDING or Property at the time of this Purchase Agreement, if any, (collectively the "Property") and I following personal property, if any, which shall be transferred with no additional monetary valencembrances: N/A	and rights-of-way of record pertaining ions, governmental cost-sharing EXCLUDING all emblements within the NCLUDING or
4.	all of which Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from Seller 4. OFFER: A. Purchase Price:	
	B. Earnest Funds to be deposited in Trust on Acceptance of Offer:	
	C. Balance of Purchase Price Due by Buyer on Closing Date:	<u>\$</u>
	D. Buyer Premium of 1% Due by Buyer on Closing Date:	<u>\$</u>
5.	cleared. Possession and Title of the property shall be delivered on Date of Closing in itear excepted, subject to any existing leases, if any. If closing is delayed at fault of Buyer, Bu amounts from December 19, 2023 to date of closing. Buyer will not pay interest under this pof the Seller. Seller and Buyer agree that Earnest Funds held in the Hoversten Law Firm Trust specified closing agent within 72-hours of scheduled Settlement date or as directed by said closing.	ts present condition, ordinary wear and yer shall pay <u>8%</u> interest on all unpaid rovision if closing is delayed at the fault <u>Account</u> may be disbursed to a future-
6.	5. DEED/MARKETABLE TITLE : Upon performance by Buyer, Seller shall deliver a: (Check one.)	
		CONTRACT FOR DEED
	joined in by spouse, if any, conveying marketable title, subject to building and zoning laws, ordinances, state and federal regulations; restrictions relating to use or improvement of the Property without effective forfeiture preservation of any mineral rights by the State of Minnesota; utility and drainage easements which do not interfere with any existing improvements; a all other items of record.	
7.	7. TENANTS/LEASES: Property SIS or IS NOT subject to rights of tenants. Seller shall no Purchase Agreement to the date of closing, the term of which lease extends beyond the date Select One: Seller shall be entitled to all payments due from the lessee in the year 2023, pursuant to s	of closing.
	Seller and Buyer agreed to prorate 20_ crop lease income (\$ per tillable acre) to	the date of closing.



	State of Willingsota
8.	CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said Property to Buyer. Select One: Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year 20, attributed to the Property being purchased.
	Seller and Buyer agree to prorate the 20 Conservation Program Contract(s) payment(s) attributed to Property being purchased to the date of closing. Not Applicable By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).
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	Seller and Buyer shall prorate, to the date of closing, the real estate taxes and special assessments certified for payment with the real estate taxes due and payable in 2023. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in 2024 and thereafter, and any unpaid special assessments payable therewith and thereafter.
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11.	TITLE AND EXAMINATION: As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
	A. Seller shall provide, at Seller's option, the abstract of title to be updated at the Seller's expense, or a commitment for an Owner's Title Insurance Policy for the Property to Buyer or Buyer's designated title service provider.
	B. Buyer shall obtain, at the Buyer's expense, the title services determined necessary or desirable by Buyer or Buyer's lender, including, but not limited to, title searches, title examinations, a title insurance commitment, unless provided by Seller in lieu of an updated abstract of title, title insurance premium or an attorney's title opinion.
	Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title, including obtaining and recording all required documents, subject to the following:
	In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.
12.	SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS: If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.
13.	SURVEY: This Property shall -or- shall not be surveyed. Survey cost to be divided as follows: Buyer <u>N/A</u> % Seller <u>N/A</u> %. See #35 other provisions for exception.
14.	DIMENSIONS: Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
15.	ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections as agreed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys or inspections and pay for any restoration costs.
	ver(s) Initials:,,,, Seller(s) Initials:,,,,, Page 2 of 6 Purchase Agreement - Land only.docx, 03/14/23



- **16. MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.
- 17. PROPERTY NOTICES: Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to Buyer immediately.

18.	ENVIRONMENTAL CONCERNS: To the best of Seller's knowledge there are no hazardous substances or underground storage tank except where noted here: N/A
	(Check appropriate boxes.)
	SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO: CITY SEWER ☐ YES OF ☑ NO CITY WATER ☐ YES OF ☑ NO
	SUBSURFACE SEWAGE TREATMENT SYSTEM SELLER DOES OF DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Subsurface Sewage Treatment System Disclosure Statement.)
	PRIVATE WELL SELLER DOES or DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well is located on the Property, see Well Disclosure Statement.)
	To the best of Seller's knowledge, the Property \square IS or \boxtimes IS NOT in a Special Well Construction Area.
	THIS PURCHASE AGREEMENT \square IS or \boxtimes IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY. (If answer is IS, see attached Addendum.)
	IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.
19.	RISK OF LOSS: If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing for any reason including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller, or licensed representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a written Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
20.	DEFAULT: Either party's failure to comply with the terms and provisions of this Agreement or any documents or agreements executed herewith or contemplated hereby shall constitute a default of this Agreement. Upon default, the non-defaulting party shall have the right and option to seek the specific performance of the terms and conditions of this Agreement from a court of proper jurisdiction. Also, the non-defaulting party shall be entitled to recover all costs, expenses, and reasonable attorneys' fees in obtaining specific performance or any other remedies or other relief as allowed by law. The remedies described above are not exclusive, but are in addition to all other rights, claims, remedies or causes of action which the non-defaulting party may have, or which are otherwise allowed by law.
21.	METHAMPHETAMINE PRODUCTION DISCLOSURE: (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).) Seller is not aware of any methamphetamine production that has occurred on the Property. Seller is aware that methamphetamine production has occurred on the Property. (See Disclosure Statement: Methamphetamine Production.)
22.	NOTICE REGARDING AIRPORT ZONING REGULATIONS: The Property may be in or near an airport safety zone, and as such may be affected by zoning regulations adopted by the governing body. Such zoning regulations are filed with the county recorder. If you would like to determine if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.
23.	NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender registry and person registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcemen

offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the

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Department of Corrections website at www.corr.state.mn.us.

Buyer(s) Initials:

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- 24. CLOSING COSTS: Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
- 25. IRS § 1031 TAX DEFERRED EXCHANGE: Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
- **26. ENTIRE AGREEMENT:** This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
- **27. ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
- **28. SUCCESSORS BOUND:** The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
- **29. SURVIVAL:** All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
- **30. TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 31. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Minnesota.
- **32. SEVERABILITY:** If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- **33. NOTICES:** All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - A. in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - **C.** via e-mail with acknowledged receipt by recipient.

35. OTHER:	If necessary, the farm may be	e surveyed to identify field boundaries. This survey cost will be at the expense of the Sellers.
		

34. FINAL ACCEPTANCE: To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.

Buyer(s) Initials:,,,	Seller(s) Initials:	 			,		Page 4 of 6
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36.

AGENCY	NOTICE
Nicole Rustad Is ⊠ S	seller's Agent 🗌 Buyer's Agent 🗌 Dual Agent 🔲 Facilitator
(Licensee)	(Choose One)
Hertz Farm Management, Inc. (Real Estate Company Name)	
Geoff Mead Is Seller (Licensee)	's Agent Buyer's Agent Dual Agent Facilitator(Choose One)
Hertz Farm Management, Inc. (Real Estate Company Name	
DUAL AGENCY DISCLOSURE: Dual agency occurs when one broker of salespersons licensed to the same broker each represent a party to parties and means that the broker or salesperson owes the same fill level of representation the broker and salespersons can provide a agency, confidential information about price, terms, and motivation instructs the broker or salesperson in writing to disclose specific integers agents may not advocate for one party to the detriment of the other	to the transaction. Dual agency requires the informed consent of all duciary duties to both parties to the transaction. This role limits the and prohibits them from acting exclusively for either party. In dual for pursuing a transaction will be kept confidential unless one party formation about him or her. Other information will be shared. Dual
CONSENT TO DUAL AGENCY Broker represents both parties involved in the transaction, which crefiduciary duties to both parties. Because the parties may have considered acknowledge that a) confidential information communicated to Broker which reconfidential unless the parties instruct Broker in writing to b) Broker and its salespersons will not represent the interest of within the limits of dual agency, Broker and its salesperson	nflicting interests, Broker and its salespersons are prohibited from agent in this transaction without the consent of both parties. Both egards price, terms, or motivation to buy, sell, or lease will remain disclose this information. Other information will be shared; of either party to the detriment of the other; and
With the knowledge and understanding of the explanation above, the dual agents in this transaction.	ne parties authorize and instruct Broker and its salespersons to act as
SELLER(S):	
N/A Signature Date	Signature Date
BUYER(S): N/A	
Signature Date	Signature Date



37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann	SELLER: Patrice T. Schnauber	
(Legal Name Signature – First, MI, Last) Date	(Legal Name Signature – First, MI, Last)	Date
	(Lagar variety agreement)	
N/A	N/A	
Title (If applicable)	Title (if applicable)	
Christopher P. Hartmann	Patrice T. Schnauber	
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last)	Date
Holly C. Hartmann	Brian D. Schnauber	
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)	
(Address – Street)	(Address – Street)	
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)	
SELLER: Tena R. Driskill	SELLER: Nathaniel P. Hartmann	
(Legal Name Signature – First, MI, Last) Date	(Legal Name Signature – First, MI, Last)	Date
N/A	N/A	
N/A Title (If applicable)	N/A Title (if applicable)	
Tena R. Driskill	Nathaniel P. Hartmann	
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last)	Date
James P. Driskill	Catrina M. Hartmann	
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)	
(Address – Street)	(Address – Street)	
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)	



(Address - City, State, Zip Code)

PURCHASE AGREEMENT: LAND State of Minnesota

38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement. FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller Is or Is NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed. **SELLER: OUR HARTMAN FARMS, LLC** SELLER: JACOB C. SCHNAUBER Date (Legal Name Signature - First, MI, Last) Date (Legal Name Signature - First, MI, Last) Manager of Our Hartmann Farms, LLC & Trustee of Jack H. Hartmann Trust Title (if applicable) Title (If applicable) Our Hartmann Farms, LLC by: Busey Bank - Renea Harbert, Sr. VP, Jacob C. Hartmann (Legal Name Print - First, MI, Last) (Legal Name Print - First, MI, Last) Date (Spouse Legal Name Signature - First, MI, Last) (Spouse Legal Name Signature – First, MI, Last) Date Jenna M. Schnauber (Spouse Legal Name Print-First, MI, Last) (Spouse Legal Name Print-First, MI, Last) (Address - Street) (Address – Street)

(Address - City, State, Zip Code)



fully executed Purchase Agreement is delivered.

PURCHASE AGREEMENT: LAND State of Minnesota

39. BUYER(S):	and/or assignee
I/We agree to purchase the Property for the price and on the to Purchase Agreement.	erms and conditions set forth above. I have reviewed all pages of this
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last) Date	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last)	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
40. FINAL ACCEPTANCE DATE:	, 2023. The Final Acceptance Date is the date on which the

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



1.	SELLER(s): OUR HARTMANN FARMS, LLC and the undersigned	(hereinafter referred to as "Seller")	
2.	BUYER(s): and/o	r assignee (hereinafter referred to as "Buyer")	
3.	PROPERTY: Said earnest money is part payment for the purchase of the following property legally described as:		
	The Frl. NE¾, North of the bike path in Section 5, Adams Township, T101N, R16W, Moracres, more or less. Exact legal per Abstract of Title, together with any and all easeme record pertaining to the above-described property, similarly subject to any easements cost-sharing agreements and restrictive covenants; and including all fixtures, if any, emblements within the Property at the time of this Purchase Agreement, if any, (collection of all liens and encumbrances: N/A	nts, appurtenances and rights-of-way of of record, zoning restrictions, governmental INCLUDING or EXCLUDING all ctively the "Property") and INCLUDING or	
	all of which Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from	m Seller	
4.	OFFER: A. Purchase Price:		
	B. Earnest Funds to be deposited in Trust on Acceptance of Offer: To be deposited in the trust account of: Listing Broker-Hertz Farm Management, Inc.; or Hoversten Law Firm Trust Account (Closing Agent)		
	C. Balance of Purchase Price Due by Buyer on Closing Date:	<u>\$</u>	
	D. Buyer Premium of 1% Due by Buyer on Closing Date:	<u>\$</u>	
5.	cleared. Possession and Title of the property shall be delivered on <u>Date of Closing</u> tear excepted, subject to any existing leases, if any. If closing is delayed at fault of Bu amounts from <u>December 19, 2023</u> to date of closing. Buyer will not pay interest under of the Seller. Seller and Buyer agree that Earnest Funds held in the <u>Hoversten Law Fir</u> specified closing agent within 72-hours of scheduled Settlement date or as directed by	in its present condition, ordinary wear and yer, Buyer shall pay <u>8%</u> interest on all unpaid r this provision if closing is delayed at the fault <u>m Trust Account</u> may be disbursed to a future-	
6.	DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check	one.)	
		CONTRACT FOR DEED	
	joined in by spouse, if any, conveying marketable title, subject to building and zoning laws, ordinances, state and federal regulations; restrictions relating to use or improvement of the Property without effective forfer reservation of any mineral rights by the State of Minnesota; utility and drainage easements which do not interfere with any existing improvemall other items of record.	•	
7.	TENANTS/LEASES: Property Sor IS NOT subject to rights of tenants. Seller so Purchase Agreement to the date of closing, the term of which lease extends beyond the Select One: Seller shall be entitled to all payments due from the lessee in the year 2023, pursu Seller and Buyer agreed to prorate 20_ crop lease income (\$ per tillable as the seller and sell	ne date of closing. ant to said current lease.	



8.	CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said
	Property to Buyer. Select One:
	Select One: Selec
	Seller and Buyer agree to prorate the 20 Conservation Program Contract(s) payment(s) attributed to Property being purchased to the date of closing.
	Not Applicable By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).
9.	TAXES AND SPECIAL ASSESSMENTS (select one):
	Seller shall pay real estate taxes and special assessments certified for payment with the real estate taxes due and payable in
	payable therewith and thereafter. No representations or warranties are made concerning the amount of subsequent real estate taxes.
	Seller and Buyer shall prorate, to the date of closing, the real estate taxes and special assessments certified for payment with the real estate taxes due and payable in 2023. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in 2024 and thereafter, and any unpaid special assessments payable therewith and thereafter.
10.	CONDITION OF PROPERTY: Property is sold "AS IS AND WHERE IS", in its current condition, without warranty and Seller makes no representation of any kind to Buyer regarding the property or its condition or suitability for any use.
11.	TITLE AND EXAMINATION: As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
	A. Seller shall provide, at Seller's option, the abstract of title to be updated at the Seller's expense, or a commitment for an Owner's Title Insurance Policy for the Property to Buyer or Buyer's designated title service provider.
	B. Buyer shall obtain, at the Buyer's expense, the title services determined necessary or desirable by Buyer or Buyer's lender, including, but not limited to, title searches, title examinations, a title insurance commitment, unless provided by Seller in lieu of an updated abstract of title, title insurance premium or an attorney's title opinion.
	Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title, including obtaining and recording all required documents, subject to the following:
	In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.
12.	SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS: If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.
13.	SURVEY: This Property shall -or- shall not be surveyed. Survey cost to be divided as follows: Buyer <u>N/A</u> % Seller <u>N/A</u> %. See #35 other provisions for exception.
14.	DIMENSIONS: Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
15.	ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections as agreed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys or inspections and pay for any restoration costs.
Buy #6 -	ver(s) Initials:,,,, Seller(s) Initials:,,,,,, Page 2 of 6 • Purchase Agreement - Land only.docx, 03/14/23



- **16. MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.
- 17. PROPERTY NOTICES: Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to Buyer immediately.

	shall be provided to Buyer immediately.
18.	ENVIRONMENTAL CONCERNS: To the best of Seller's knowledge there are no hazardous substances or underground storage tanks except where noted here: N/A
	(Check appropriate boxes.)
	SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO: CITY SEWER YES OR NO CITY WATER YES OR NO
	SELLER DOES OF DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Subsurface Sewage Treatment System Disclosure Statement.)
	PRIVATE WELL SELLER DOES or DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well is located on the Property, see Well Disclosure Statement.)
	To the best of Seller's knowledge, the Property \square IS or \boxtimes IS NOT in a Special Well Construction Area.
	THIS PURCHASE AGREEMENT \square IS or \boxtimes IS NOT SUBJECT TO AN <i>ADDENDUM TO PURCHASE AGREEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.</i> (If answer is IS , see attached <i>Addendum</i> .)
	IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.
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20.	DEFAULT: Either party's failure to comply with the terms and provisions of this Agreement or any documents or agreements executed herewith or contemplated hereby shall constitute a default of this Agreement. Upon default, the non-defaulting party shall have the right and option to seek the specific performance of the terms and conditions of this Agreement from a court of proper jurisdiction. Also, the non-defaulting party shall be entitled to recover all costs, expenses, and reasonable attorneys' fees in obtaining specific performance or any other remedies or other relief as allowed by law. The remedies described above are not exclusive, but are in addition to all other rights, claims, remedies or causes of action which the non-defaulting party may have, or which are otherwise allowed by law.
21.	METHAMPHETAMINE PRODUCTION DISCLOSURE: (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).) Seller is not aware of any methamphetamine production that has occurred on the Property. Seller is aware that methamphetamine production has occurred on the Property. (See Disclosure Statement: Methamphetamine Production.)
22.	NOTICE REGARDING AIRPORT ZONING REGULATIONS: The Property may be in or near an airport safety zone, and as such may be affected by zoning regulations adopted by the governing body. Such zoning regulations are filed with the county recorder. If you would like to determine if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

Department of Corrections website at www.corr.state.mn.us.

23. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the



- 24. CLOSING COSTS: Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
- 25. IRS § 1031 TAX DEFERRED EXCHANGE: Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
- **26. ENTIRE AGREEMENT:** This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
- **27. ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
- **28. SUCCESSORS BOUND:** The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
- **29. SURVIVAL:** All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
- **30. TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 31. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Minnesota.
- **32. SEVERABILITY:** If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- **33. NOTICES:** All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - A. in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - **C.** via e-mail with acknowledged receipt by recipient.

35. OTHER:	If necessary, the farm may be	surveyed to identify field boundaries.	This survey cost will be at the expense of the Sellers.
		•	

34. FINAL ACCEPTANCE: To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.

2		
•		

Buyer(s) Initials:,,,	Seller(s) Initials:,,,,,	_, Page 4 of 6
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36.

AGENCY	NOTICE
Nicole Rustad Is ⊠ S	seller's Agent 🗌 Buyer's Agent 🗌 Dual Agent 🔲 Facilitator
(Licensee)	(Choose One)
Hertz Farm Management, Inc. (Real Estate Company Name)	
Geoff Mead Is Seller (Licensee)	's Agent Buyer's Agent Dual Agent Facilitator(Choose One)
Hertz Farm Management, Inc. (Real Estate Company Name	
DUAL AGENCY DISCLOSURE: Dual agency occurs when one broker of salespersons licensed to the same broker each represent a party to parties and means that the broker or salesperson owes the same fill level of representation the broker and salespersons can provide a agency, confidential information about price, terms, and motivation instructs the broker or salesperson in writing to disclose specific integers agents may not advocate for one party to the detriment of the other	to the transaction. Dual agency requires the informed consent of all duciary duties to both parties to the transaction. This role limits the and prohibits them from acting exclusively for either party. In dual for pursuing a transaction will be kept confidential unless one party formation about him or her. Other information will be shared. Dual
CONSENT TO DUAL AGENCY Broker represents both parties involved in the transaction, which crefiduciary duties to both parties. Because the parties may have considered acknowledge that a) confidential information communicated to Broker which reconfidential unless the parties instruct Broker in writing to b) Broker and its salespersons will not represent the interest of within the limits of dual agency, Broker and its salesperson	nflicting interests, Broker and its salespersons are prohibited from agent in this transaction without the consent of both parties. Both egards price, terms, or motivation to buy, sell, or lease will remain disclose this information. Other information will be shared; of either party to the detriment of the other; and
With the knowledge and understanding of the explanation above, the dual agents in this transaction.	ne parties authorize and instruct Broker and its salespersons to act as
SELLER(S):	
N/A Signature Date	Signature Date
BUYER(S): N/A	
Signature Date	Signature Date



37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann		SELLER: Patrice T. Schnauber	
(Legal Name Signature – First, MI, Last)	Date	(Legal Name Signature – First, MI, Lâst)	Date
N/A		N/A	
Title (If applicable)		Title (if applicable)	
Christopher P. Hartmann		Patrice T. Schnauber	
(Legal Name Print – First, MI, Last)	_	(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last)	Date	(Spouse Legal Name Signature – First, MI, Last)	Date
Holly C. Hartmann		Brian D. Schnauber (Spouse Legal Name Print-First, MI, Last)	
(Spouse Legal Name Print-First, MI, Last)		(Spouse Legal Name Fillitinist, IVII, Last)	
(Address – Street)		(Address – Street)	
(Address – City, State, Zip Code)	~(\frac{1}{2})	(Address – City, State, Zip Code)	
SELLER: Tena R. Driskill	70.	SELLER: Nathaniel P. Hartmann	
(Legal Name Signature – First, MI, Last)	Date	(Legal Name Signature – First, MI, Last)	Date
N/A		N/A	
Title (If applicable)		Title (if applicable)	
Tena R. Driskill		Nathaniel P. Hartmann	
(Legal Name Print – First, MI, Last)		(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last)	Date	(Spouse Legal Name Signature – First, MI, Last)	Date
James P. Driskill		Catrina M. Hartmann	
(Spouse Legal Name Print-First, MI, Last)		(Spouse Legal Name Print-First, MI, Last)	
(Address – Street)		(Address – Street)	
(Address – City, State, Zip Code)		(Address – City, State, Zip Code)	



38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: OUR HARTMAN FARMS. LLC

·		
(Legal Name Signature – First, MI, Last)	Date	0
<u>Manager of Our Hartmann Farms, LLC & Trustee of Jack H. Hartmann Title (If applicable)</u>	<u>rust</u>	
Our Hartmann Farms, LLC by: Busey Bank - Renea Harbert, Sr. VP, (Legal Name Print – First, MI, Last)		
(Spouse Legal Name Signature – First, MI, Last)	Date	
(Spouse Legal Name Print-First, MI, Last)		
(Address – Street)	The state of the s	
(Address – City, State, Zip Code)		



39. BUYER(S):	and/or assignee
Purchase Agreement.	erms and conditions set forth above. I have reviewed all pages of this
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last) Date	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last)	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
40. FINAL ACCEPTANCE DATE:	, 2023. The Final Acceptance Date is the date on which the
fully executed Purchase Agreement is delivered.	

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



1.	SELLER(s): OUR HARTMANN FARMS, LLC and the undersigned	(hereinafter referred to as "Seller")	
2.	BUYER(s): and/or	assignee (hereinafter referred to as "Buyer")	
3.	PROPERTY: Said earnest money is part payment for the purchase of the following proper	erty legally described as:	
	The W½ NW¼ in Section 4, Adams Township, T101N, R16W, Mower Co., MN, less parcel, containing 73.92 acres, more or less. Exact legal per Abstract of Title, together with any and all easements, appurtenances and rights-of-way of record pertaining to the above-described property, similarly subject to any easements of record, zoning restrictions, governmental cost-sharing agreements and restrictive covenants; and including all fixtures, if any, INCLUDING or EXCLUDING all emblements within the Property at the time of this Purchase Agreement, if any, (collectively the "Property") and INCLUDING or EXCLUDING the following personal property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:		
_	all of which Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from	n Seller.	
4.	OFFER:		
	A. Purchase Price: B. Earnest Funds to be deposited in Trust on Acceptance of Offer: To be deposited in the trust account of: Listing Broker-Hertz Farm Management, Inc.; or Hoversten Law Firm Trust Account (Closing Agent)		
	C. Balance of Purchase Price Due by Buyer on Closing Date:	<u>\$</u>	
	D. Buyer Premium of 1% Due by Buyer on Closing Date:	<u>\$</u>	
5.	cleared. Possession and Title of the property shall be delivered on <u>Date of Closing</u> tear excepted, subject to any existing leases, if any. If closing is delayed at fault of Buy amounts from <u>December 19, 2023</u> to date of closing. Buyer will not pay interest under of the Seller. Seller and Buyer agree that Earnest Funds held in the <u>Hoversten Law Firm</u> specified closing agent within 72-hours of scheduled Settlement date or as directed by	in its present condition, ordinary wear and er, Buyer shall pay <u>8%</u> interest on all unpaid this provision if closing is delayed at the fault a Trust Account may be disbursed to a future-	
6.	DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check o	ne.)	
		CONTRACT FOR DEED	
	joined in by spouse, if any, conveying marketable title, subject to building and zoning laws, ordinances, state and federal regulations; restrictions relating to use or improvement of the Property without effective forfeir reservation of any mineral rights by the State of Minnesota; utility and drainage easements which do not interfere with any existing improvement all other items of record.	·	
7.	TENANTS/LEASES: Property SIS or IS NOT subject to rights of tenants. Seller she Purchase Agreement to the date of closing, the term of which lease extends beyond the Select One: Seller shall be entitled to all payments due from the lessee in the year 2023, pursual Seller and Buyer agreed to prorate 20_ crop lease income (\$ per tillable ac	e date of closing. nt to said current lease.	



	Farm Management, Inc. State of Minnesota
8.	CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said Property to Buyer. Select One: Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year 20, attributed to the Property being purchased. Seller and Buyer agree to prorate the 20 Conservation Program Contract(s) payment(s) attributed to Property being purchased to the date of closing. Not Applicable By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).
9.	TAXES AND SPECIAL ASSESSMENTS (select one): Seller shall pay real estate taxes and special assessments certified for payment with the real estate taxes due and payable in Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which are required as a result of the closing of this sale. Buyer shall pay real estate Taxes due and payable in and thereafter, and any unpaid special assessments payable therewith and thereafter. No representations or warranties are made concerning the amount of subsequent real estate taxes. Seller and Buyer shall prorate, to the date of closing, the real estate taxes and special assessments certified for payment with the real estate taxes due and payable in 2023. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in 2024 and thereafter, and any unpaid special assessments payable therewith and thereafter.
10.	CONDITION OF PROPERTY: Property is sold "AS IS AND WHERE IS", in its current condition, without warranty and Seller makes no representation of any kind to Buyer regarding the property or its condition or suitability for any use.
11.	TITLE AND EXAMINATION: As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
	A. Seller shall provide, at Seller's option, the abstract of title to be updated at the Seller's expense, or a commitment for an Owner's Title Insurance Policy for the Property to Buyer or Buyer's designated title service provider.
	B. Buyer shall obtain, at the Buyer's expense, the title services determined necessary or desirable by Buyer or Buyer's lender, including, but not limited to, title searches, title examinations, a title insurance commitment, unless provided by Seller in lieu of an updated abstract of title, title insurance premium or an attorney's title opinion.
	Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title, including obtaining and recording all required documents, subject to the following:
	In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.
12.	SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS: If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.
13.	SURVEY: This Property shall -or- shall not be surveyed. Survey cost to be divided as follows: Buyer N/A % Seller N/A %. See #35 other provisions for exception.
14.	DIMENSIONS: Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
15.	ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections as agreed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys or inspections and pay for any restoration costs.
Buy #7 -	er(s) Initials:,,,, Seller(s) Initials:,,,,,, Page 2 of 6 Purchase Agreement - Land only.docx, 03/14/23



- **16. MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.
- 17. PROPERTY NOTICES: Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to Buyer immediately.

	shall be provided to Buyer immediately.
18.	ENVIRONMENTAL CONCERNS: To the best of Seller's knowledge there are no hazardous substances or underground storage tanks except where noted here: N/A
	(Check appropriate boxes.)
	SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO: CITY SEWER YES OR NO CITY WATER YES OR NO
	SELLER DOES OF DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Subsurface Sewage Treatment System Disclosure Statement.)
	PRIVATE WELL SELLER DOES or DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well is located on the Property, see Well Disclosure Statement.)
	To the best of Seller's knowledge, the Property \square IS or \boxtimes IS NOT in a Special Well Construction Area.
	THIS PURCHASE AGREEMENT \square IS or \boxtimes IS NOT SUBJECT TO AN <i>ADDENDUM TO PURCHASE AGREEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.</i> (If answer is IS , see attached <i>Addendum</i> .)
	IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.
19.	RISK OF LOSS: If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller, or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a written Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
20.	DEFAULT: Either party's failure to comply with the terms and provisions of this Agreement or any documents or agreements executed herewith or contemplated hereby shall constitute a default of this Agreement. Upon default, the non-defaulting party shall have the right and option to seek the specific performance of the terms and conditions of this Agreement from a court of proper jurisdiction. Also, the non-defaulting party shall be entitled to recover all costs, expenses, and reasonable attorneys' fees in obtaining specific performance or any other remedies or other relief as allowed by law. The remedies described above are not exclusive, but are in addition to all other rights, claims, remedies or causes of action which the non-defaulting party may have, or which are otherwise allowed by law.
21.	METHAMPHETAMINE PRODUCTION DISCLOSURE: (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).) Seller is not aware of any methamphetamine production that has occurred on the Property. Seller is aware that methamphetamine production has occurred on the Property. (See Disclosure Statement: Methamphetamine Production.)
22.	NOTICE REGARDING AIRPORT ZONING REGULATIONS: The Property may be in or near an airport safety zone, and as such may be affected by zoning regulations adopted by the governing body. Such zoning regulations are filed with the county recorder. If you would like to determine if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

Department of Corrections website at www.corr.state.mn.us.

23. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the



- 24. CLOSING COSTS: Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
- 25. IRS § 1031 TAX DEFERRED EXCHANGE: Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
- **26. ENTIRE AGREEMENT:** This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
- **27. ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
- **28. SUCCESSORS BOUND:** The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
- **29. SURVIVAL:** All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
- **30. TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 31. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Minnesota.
- **32. SEVERABILITY:** If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- **33. NOTICES:** All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - A. in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - **C.** via e-mail with acknowledged receipt by recipient.

35. OTH	If necessary, the farm may be surveyed to identify field boundaries. This survey cost will be at the expense of the Sellers.

34. FINAL ACCEPTANCE: To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.

Buyer(s) Initials:,,,,	Seller(s) Initials:,,,,	, Page 4 of 6
#7 - Purchase Agreement - Land only.docx		, 03/14/23



36. AGENCY NOTICE AND DISCLOSURE:

AGENCY	NOTICE
	seller's Agent 🗌 Buyer's Agent 🔲 Dual Agent 🔲 Facilitator
(Licensee)	(Choose One)
Hertz Farm Management, Inc. (Real Estate Company Name)	
Geoff Mead Is Seller (Licensee)	's Agent Buyer's Agent Dual Agent Facilitator(Choose One)
Hertz Farm Management, Inc. (Real Estate Company Name	
salespersons licensed to the same broker each represent a party to parties and means that the broker or salesperson owes the same file level of representation the broker and salespersons can provide a agency, confidential information about price, terms, and motivation instructs the broker or salesperson in writing to disclose specific in agents may not advocate for one party to the detriment of the other	duciary duties to both parties to the transaction. This role limits the and prohibits them from acting exclusively for either party. In dual for pursuing a transaction will be kept confidential unless one party formation about him or her. Other information will be shared. Dual
CONSENT TO DUAL AGENCY	. 10
Broker represents both parties involved in the transaction, which crefiduciary duties to both parties. Because the parties may have conadvocating exclusively for either party. Broker cannot act as a dual parties acknowledge that a) confidential information communicated to Broker which reconfidential unless the parties instruct Broker in writing to b) Broker and its salespersons will not represent the interest of within the limits of dual agency, Broker and its salesperson	nflicting interests, Broker and its salespersons are prohibited from agent in this transaction without the consent of both parties. Both egards price, terms, or motivation to buy, sell, or lease will remain disclose this information. Other information will be shared; of either party to the detriment of the other; and
With the knowledge and understanding of the explanation above, the dual agents in this transaction.	ne parties authorize and instruct Broker and its salespersons to act as
SELLER(S):	
N/A	
Signature Date	Signature Date
BUYER(S): N/A	
	Signature Date



37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann		SELLER: Patrice T. Schnauber	
(Legal Name Signature – First, MI, Last)	Date	(Legal Name Signature – First, MI, Last)	Date
N/A		N/A	
Title (If applicable)		Title (if applicable)	
Christopher P. Hartmann		Patrice T. Schnauber	
(Legal Name Print – First, MI, Last)		(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last)	Date	(Spouse Legal Name Signature – First, MI, Last)	Date
Holly C. Hartmann		Brian D. Schnauber (Spouse Legal Name Print-First, MI, Last)	
(Spouse Legal Name Print-First, MI, Last)		(spouse tegar Name Print-First, MI, Last)	
(Address – Street)		(Address – Street)	
(Address – City, State, Zip Code)		(Address – City, State, Zip Code)	
SELLER: Tena R. Driskill	70.	SELLER: Nathaniel P. Hartmann	
(Legal Name Signature – First, MI, Last)	Date	(Legal Name Signature – First, MI, Last)	Date
N/A		N/A	
Title (If applicable)		Title (if applicable)	
Tena R. Driskill		Nathaniel P. Hartmann	
(Legal Name Print – First, MI, Last)		(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last)	Date	(Spouse Legal Name Signature – First, MI, Last)	Date
James P. Driskill		Catrina M. Hartmann	
(Spouse Legal Name Print-First, MI, Last)		(Spouse Legal Name Print-First, MI, Last)	
(Address – Street)		(Address – Street)	
(Address – City, State, Zip Code)		(Address – City, State, Zip Code)	



38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident like in this individual foreign person foreign person).

alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: OUR HARTMAN FARMS, LLC

Date
<u>t</u>
Con Local
Date



I/We agree to purchase the Property for the price and on the to Purchase Agreement.	erms and conditions set forth above. I have reviewed all pages of thi
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last) Date	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last)	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
40. FINAL ACCEPTANCE DATE:	, 2023. The Final Acceptance Date is the date on which th
fully executed Purchase Agreement is delivered.	

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



1.	SELLER(s): OUR HARTMANN FARMS, LLC and the undersigned	(hereinafter referred to as "Seller")
2.	BUYER(s): and/o	r assignee (hereinafter referred to as "Buyer")
3.	PROPERTY: Said earnest money is part payment for the purchase of the following property legally described as:	
	The E½ NE¾, and the East 50 acres of the W½ NE¾ in Section 23, Austin Township, T10 containing 120.92 acres, more or less. Exact legal per Abstract of Title, together with a rights-of-way of record pertaining to the above-described property, similarly subject to governmental cost-sharing agreements and restrictive covenants; and including all fixt all emblements within the Property at the time of this Purchase Agreement, if any, (co or EXCLUDING the following personal property, if any, which shall be transferred vand clear of all liens and encumbrances: N/A	any and all easements, appurtenances and any easements of record, zoning restrictions, ures, if any, INCLUDING or EXCLUDING llectively the "Property") and INCLUDING
4.	all of which Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from OFFER: A. Purchase Price:	
	B. Earnest Funds to be deposited in Trust on Acceptance of Offer:	<u>\$</u>
	C. Balance of Purchase Price Due by Buyer on Closing Date:	<u>\$</u>
	D. Buyer Premium of 1% Due by Buyer on Closing Date:	<u>\$</u>
5.	cleared. Possession and Title of the property shall be delivered on <u>Date of Closing</u> tear excepted, subject to any existing leases, if any. If closing is delayed at fault of Bu amounts from <u>December 19, 2023</u> to date of closing. Buyer will not pay interest unde of the Seller. Seller and Buyer agree that Earnest Funds held in the <u>Hoversten Law First</u> specified closing agent within 72-hours of scheduled Settlement date or as directed by	in its present condition, ordinary wear and yer, Buyer shall pay <u>8%</u> interest on all unpaid r this provision if closing is delayed at the fault <u>m Trust Account</u> may be disbursed to a future-
6.	DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check	one.)
	WARRANTY DEED ☐ PERSONAL REPRESENTATIVE'S DEED ☐ TRUSTEE'S DEED ☐ OTHER:	CONTRACT FOR DEED
	joined in by spouse, if any, conveying marketable title, subject to building and zoning laws, ordinances, state and federal regulations; restrictions relating to use or improvement of the Property without effective forfer reservation of any mineral rights by the State of Minnesota; utility and drainage easements which do not interfere with any existing improvem all other items of record.	
7.	TENANTS/LEASES: Property Sor IS NOT subject to rights of tenants. Seller so Purchase Agreement to the date of closing, the term of which lease extends beyond the Select One: Seller shall be entitled to all payments due from the lessee in the year 2023, pursual Seller and Buyer agreed to prorate 20_ crop lease income (\$ per tillable as 100 to	ne date of closing. ant to said current lease.



8.	CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said Property to Buyer. Select One:
	Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year 20, attributed to the Property being purchased. ☐ Seller and Buyer agree to prorate the 20 Conservation Program Contract(s) payment(s) attributed to Property being purchased to the date of closing. ☐ Not Applicable
	By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).
9.	TAXES AND SPECIAL ASSESSMENTS (select one): Seller shall pay real estate taxes and special assessments certified for payment with the real estate taxes due and payable in Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which are required as a result of the closing of this sale. Buyer shall pay real estate Taxes due and payable in and thereafter, and any unpaid special assessments payable therewith and thereafter. No representations or warranties are made concerning the amount of subsequent real estate taxes.
	Seller and Buyer shall prorate, to the date of closing, the real estate taxes and special assessments certified for payment with the real estate taxes due and payable in 2023. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in 2024 and thereafter, and any unpaid special assessments payable therewith and thereafter.
10.	CONDITION OF PROPERTY: Property is sold "AS IS AND WHERE IS", in its current condition, without warranty and Seller makes no representation of any kind to Buyer regarding the property or its condition or suitability for any use.
11.	TITLE AND EXAMINATION: As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
	A. Seller shall provide, at Seller's option, the abstract of title to be updated at the Seller's expense, or a commitment for an Owner's Title Insurance Policy for the Property to Buyer or Buyer's designated title service provider.
	B. Buyer shall obtain, at the Buyer's expense, the title services determined necessary or desirable by Buyer or Buyer's lender, including, but not limited to, title searches, title examinations, a title insurance commitment, unless provided by Seller in lieu of an updated abstract of title, title insurance premium or an attorney's title opinion.
	Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title, including obtaining and recording all required documents, subject to the following:
	In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.
12.	SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS: If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.
13.	SURVEY: This Property shall -or- shall not be surveyed. Survey cost to be divided as follows: Buyer <u>N/A</u> %Seller <u>N/A</u> %.
14.	DIMENSIONS: Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
15.	ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections as agreed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys or inspections and pay for any restoration costs.
	ver(s) Initials:,,,, Seller(s) Initials:,,,,,,, Page 2 of 6 Purchase Agreement - Land only.docx,,,,,,, 03/14/23



- **16. MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.
- 17. PROPERTY NOTICES: Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to Buyer immediately.

	shall be provided to Buyer immediately.
18.	ENVIRONMENTAL CONCERNS: To the best of Seller's knowledge there are no hazardous substances or underground storage tanks except where noted here: N/A
	(Check appropriate boxes.)
	SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO: CITY SEWER YES OR NO CITY WATER YES OR NO
	SELLER DOES OF DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Subsurface Sewage Treatment System Disclosure Statement.)
	PRIVATE WELL SELLER DOES or DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well is located on the Property, see Well Disclosure Statement.)
	To the best of Seller's knowledge, the Property \square IS or \boxtimes IS NOT in a Special Well Construction Area.
	THIS PURCHASE AGREEMENT \square IS or \boxtimes IS NOT SUBJECT TO AN <i>ADDENDUM TO PURCHASE AGREEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.</i> (If answer is IS , see attached <i>Addendum</i> .)
	IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.
19.	RISK OF LOSS: If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller, or licenseed representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a written Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
20.	DEFAULT: Either party's failure to comply with the terms and provisions of this Agreement or any documents or agreements executed herewith or contemplated hereby shall constitute a default of this Agreement. Upon default, the non-defaulting party shall have the right and option to seek the specific performance of the terms and conditions of this Agreement from a court of proper jurisdiction. Also, the non-defaulting party shall be entitled to recover all costs, expenses, and reasonable attorneys' fees in obtaining specific performance or any other remedies or other relief as allowed by law. The remedies described above are not exclusive, but are in addition to all other rights, claims, remedies or causes of action which the non-defaulting party may have, or which are otherwise allowed by law.
21.	METHAMPHETAMINE PRODUCTION DISCLOSURE: (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).) Seller is not aware of any methamphetamine production that has occurred on the Property. Seller is aware that methamphetamine production has occurred on the Property. (See Disclosure Statement: Methamphetamine Production.)
22.	NOTICE REGARDING AIRPORT ZONING REGULATIONS: The Property may be in or near an airport safety zone, and as such may be affected by zoning regulations adopted by the governing body. Such zoning regulations are filed with the county recorder. If you would like to determine if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

Department of Corrections website at www.corr.state.mn.us.

23. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the



- 24. CLOSING COSTS: Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
- 25. IRS § 1031 TAX DEFERRED EXCHANGE: Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
- **26. ENTIRE AGREEMENT:** This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
- **27. ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
- **28. SUCCESSORS BOUND:** The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
- **29. SURVIVAL:** All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
- **30. TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 31. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Minnesota.
- **32. SEVERABILITY:** If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- **33. NOTICES:** All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - A. in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - **C.** via e-mail with acknowledged receipt by recipient.

34.	FINAL AC	CEPTANCE: T	o be binding, this Purc	hase Agreement	must be fully exect	uted by both partie	s and a copy must	be delivered.
35.	OTHER:_	N/A	*					

Buyer(s) Initials:,,,	Seller(s) Initials:,,,,	Page 4 of 6
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AGENCY	NOTICE
Nicole Rustad Is S S (Licensee)	Seller's Agent Buyer's Agent Dual Agent Facilitator(Choose One)
Hertz Farm Management, Inc. (Real Estate Company Name)	
Geoff Mead Is Seller (Licensee)	's Agent Buyer's Agent Dual Agent Facilitator(Choose One)
Hertz Farm Management, Inc. (Real Estate Company Name	
salespersons licensed to the same broker each represent a party to parties and means that the broker or salesperson owes the same filevel of representation the broker and salespersons can provide a agency, confidential information about price, terms, and motivation instructs the broker or salesperson in writing to disclose specific in agents may not advocate for one party to the detriment of the other consents both parties involved in the transaction, which crediduciary duties to both parties. Because the parties may have condidential exclusively for either party. Broker cannot act as a dual parties acknowledge that a) confidential information communicated to Broker which reconfidential unless the parties instruct Broker in writing to b) Broker and its salespersons will not represent the interest of within the limits of dual agency, Broker and its salesperson	duciary duties to both parties to the transaction. This role limits the nd prohibits them from acting exclusively for either party. In dual for pursuing a transaction will be kept confidential unless one party formation about him or her. Other information will be shared. Dual r. Pates a dual agency. This means that Broker and its salespersons owe afflicting interests, Broker and its salespersons are prohibited from agent in this transaction without the consent of both parties. Both egards price, terms, or motivation to buy, sell, or lease will remain disclose this information. Other information will be shared; of either party to the detriment of the other; and
With the knowledge and understanding of the explanation above, the dual agents in this transaction.	
SELLER(S):	
N/A Signature Date	Signature Date
BUYER(S): N/A	
	Signature Date



37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann	SELLER: Patrice T. Schnauber	
(Legal Name Signature – First, MI, Last) Date	(Legal Name Signature – First, MI, Last)	Date
((cogar rame organiane rame) and	
N/A	N/A	
Title (If applicable)	Title (if applicable)	
Christopher P. Hartmann	Patrice T. Schnauber	
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last)	Date
Holly C. Hartmann	Brian D. Schnauber	
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)	
(Address – Street)	(Address – Street)	
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)	
SELLER: Tena R. Driskill	SELLER: Nathaniel P. Hartmann	
(Legal Name Signature – First, MI, Last) Date	(Legal Name Signature – First, MI, Last)	Date
N/A	N/A	
N/A Title (If applicable)	N/A Title (if applicable)	
Tena R. Driskill	Nathaniel P. Hartmann	
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last)	Date
James P. Driskill	Catrina M. Hartmann	
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)	
(Address – Street)	(Address – Street)	
(4.1)	(A.I.I	
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)	



(Address - City, State, Zip Code)

PURCHASE AGREEMENT: LAND State of Minnesota

38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement. FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller Is or Is NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed. **SELLER: OUR HARTMAN FARMS, LLC** SELLER: JACOB C. SCHNAUBER Date (Legal Name Signature - First, MI, Last) Date (Legal Name Signature - First, MI, Last) Manager of Our Hartmann Farms, LLC & Trustee of Jack H. Hartmann Trust Title (if applicable) Title (If applicable) Our Hartmann Farms, LLC by: Busey Bank - Renea Harbert, Sr. VP, Jacob C. Hartmann (Legal Name Print - First, MI, Last) (Legal Name Print - First, MI, Last) Date (Spouse Legal Name Signature - First, MI, Last) (Spouse Legal Name Signature – First, MI, Last) Date Jenna M. Schnauber (Spouse Legal Name Print-First, MI, Last) (Spouse Legal Name Print-First, MI, Last) (Address - Street) (Address – Street)

(Address - City, State, Zip Code)



39. BUYER(S):	and/or assignee
Purchase Agreement.	erms and conditions set forth above. I have reviewed all pages of this
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last) Date	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last)	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
40. FINAL ACCEPTANCE DATE:	<u>, 2023</u> . The Final Acceptance Date is the date on which the
fully executed Purchase Agreement is delivered.	

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



L.	SELLER(s	: OUR HARTMANN FARMS, LLC and the undersigned	_ (hereinafter referred to as "Seller")
2.	BUYER(s)	:and/or assigned	(hereinafter referred to as "Buyer")
3.	PROPERT	TY: Said earnest money is part payment for the purchase of the following property legal	ly described as:
	acres, more record per cost-share emblements	NE¼, West of the RR ROW and DNR area in Section 35, Austin Township, T102N, R18W, ore or less. Exact legal per Abstract of Title, together with any and all easements, appurertaining to the above-described property, similarly subject to any easements of recording agreements and restrictive covenants; and including all fixtures, if any, INCLUDI ents within the Property at the time of this Purchase Agreement, if any, (collectively the UDING the following personal property, if any, which shall be transferred with no additional liles and encumbrances: N/A	rtenances and rights-of-way of , zoning restrictions, governmental NG or EXCLUDING all 1 (Property") and INCLUDING or
	all of whi	ch Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from Seller.	} -
ļ.	OFFER:		, *
	A.	Purchase Price:	<u>\$</u>
	В.	Earnest Funds to be deposited in Trust on Acceptance of Offer:	<u>\$</u>
	C.	Balance of Purchase Price Due by Buyer on Closing Date:	<u>\$</u>
	D.	Buyer Premium of 1% Due by Buyer on Closing Date:	<u>\$</u>
5.	cleared. I tear exce amounts of the Se	AND POSSESSION DATE: Settlement of closing shall be on or before <u>December 19,2023</u> Possession and Title of the property shall be delivered on <u>Date of Closing</u> in its epted, subject to any existing leases, if any. If closing is delayed at fault of Buyer, Buyer from <u>December 19, 2023</u> to date of closing. Buyer will not pay interest under this provider. Seller and Buyer agree that Earnest Funds held in the <u>Hoversten Law Firm Trust A</u> closing agent within 72-hours of scheduled Settlement date or as directed by said closing.	present condition, ordinary wear and r shall pay <u>8% interest on all unpaid</u> vision if closing is delayed at the fault ccount may be disbursed to a future-
5.	DEED/M	ARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)	
	⊠ WAR	RANTY DEED PERSONAL REPRESENTATIVE'S DEED	CONTRACT FOR DEED
	TRUS	TEE'S DEED OTHER:	
	buildrestrreseutilit	by spouse, if any, conveying marketable title, subject to ling and zoning laws, ordinances, state and federal regulations; ictions relating to use or improvement of the Property without effective forfeiture provention of any mineral rights by the State of Minnesota; y and drainage easements which do not interfere with any existing improvements; and ther items of record.	
7.	Purchase Select Or Seller	S/LEASES: Property SIS or IS NOT subject to rights of tenants. Seller shall not expressed agreement to the date of closing, the term of which lease extends beyond the date of ne: shall be entitled to all payments due from the lessee in the year 2023, pursuant to said and Buyer agreed to prorate 20_ crop lease income (\$ per tillable acre) to the	closing. d current lease.



8.	CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said Property to Buyer. Select One:
	Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year 20, attributed to the Property being purchased. ☐ Seller and Buyer agree to prorate the 20 Conservation Program Contract(s) payment(s) attributed to Property being purchased to the date of closing. ☐ Not Applicable
	By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).
9.	TAXES AND SPECIAL ASSESSMENTS (select one): Seller shall pay real estate taxes and special assessments certified for payment with the real estate taxes due and payable in Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which are required as a result of the closing of this sale. Buyer shall pay real estate Taxes due and payable in and thereafter, and any unpaid special assessments payable therewith and thereafter. No representations or warranties are made concerning the amount of subsequent real estate taxes.
	Seller and Buyer shall prorate, to the date of closing, the real estate taxes and special assessments certified for payment with the real estate taxes due and payable in 2023. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in 2024 and thereafter, and any unpaid special assessments payable therewith and thereafter.
10.	CONDITION OF PROPERTY: Property is sold "AS IS AND WHERE IS", in its current condition, without warranty and Seller makes no representation of any kind to Buyer regarding the property or its condition or suitability for any use.
11.	TITLE AND EXAMINATION: As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
	A. Seller shall provide, at Seller's option, the abstract of title to be updated at the Seller's expense, or a commitment for an Owner's Title Insurance Policy for the Property to Buyer or Buyer's designated title service provider.
	B. Buyer shall obtain, at the Buyer's expense, the title services determined necessary or desirable by Buyer or Buyer's lender, including, but not limited to, title searches, title examinations, a title insurance commitment, unless provided by Seller in lieu of an updated abstract of title, title insurance premium or an attorney's title opinion.
	Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title, including obtaining and recording all required documents, subject to the following:
	In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.
12.	SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS: If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.
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14.	DIMENSIONS: Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
15.	ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections as agreed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys or inspections and pay for any restoration costs.
	rer(s) Initials:,,,, Seller(s) Initials:,,,,, Page 2 of 6 Purchase Agreement - Land only.docx, 03/14/23



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- 17. PROPERTY NOTICES: Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to Buyer immediately.

	shall be provided to Buyer immediately.
18.	ENVIRONMENTAL CONCERNS: To the best of Seller's knowledge there are no hazardous substances or underground storage tanks except where noted here: N/A
	(Check appropriate boxes.)
	SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO: CITY SEWER YES OR NO CITY WATER YES OR NO
	SELLER DOES OF DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Subsurface Sewage Treatment System Disclosure Statement.)
	PRIVATE WELL SELLER DOES or DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well is located on the Property, see Well Disclosure Statement.)
	To the best of Seller's knowledge, the Property \square IS or \boxtimes IS NOT in a Special Well Construction Area.
	THIS PURCHASE AGREEMENT IS or IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY. (If answer is IS, see attached Addendum.)
	IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.
19.	RISK OF LOSS: If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller, or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a written Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
20.	DEFAULT: Either party's failure to comply with the terms and provisions of this Agreement or any documents or agreements executed herewith or contemplated hereby shall constitute a default of this Agreement. Upon default, the non-defaulting party shall have the right and option to seek the specific performance of the terms and conditions of this Agreement from a court of proper jurisdiction. Also, the non-defaulting party shall be entitled to recover all costs, expenses, and reasonable attorneys' fees in obtaining specific performance or any other remedies or other relief as allowed by law. The remedies described above are not exclusive, but are in addition to all other rights, claims, remedies or causes of action which the non-defaulting party may have, or which are otherwise allowed by law.
21.	METHAMPHETAMINE PRODUCTION DISCLOSURE: (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).) Seller is not aware of any methamphetamine production that has occurred on the Property. Seller is aware that methamphetamine production has occurred on the Property. (See Disclosure Statement: Methamphetamine Production.)
22.	NOTICE REGARDING AIRPORT ZONING REGULATIONS: The Property may be in or near an airport safety zone, and as such may be affected by zoning regulations adopted by the governing body. Such zoning regulations are filed with the county recorder. If you would like to determine if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.
23.	NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender registry and persons

registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the

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Department of Corrections website at www.corr.state.mn.us.

Buyer(s) Initials:

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- 24. CLOSING COSTS: Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
- 25. IRS § 1031 TAX DEFERRED EXCHANGE: Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
- 26. ENTIRE AGREEMENT: This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
- 27. ELECTRONIC SIGNATURES: The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
- 28. SUCCESSORS BOUND: The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
- 29. SURVIVAL: All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
- **30. TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 31. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Minnesota.
- 32. SEVERABILITY: If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 33. NOTICES: All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - **A.** in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - **C.** via e-mail with acknowledged receipt by recipient.

35.	OTHER:	A survey will be completed to id	entify the 66' wide easement for access. This survey cost will be at the expense of the Sellers.
	_		•

34. FINAL ACCEPTANCE: To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.

OTHER:	A survey will be completed to identify the 66' wide easement for access. This survey cost will be at the expense of the Sellers

Buyer(s) Initials:,,,	Seller(s) Initials:,,,,	Page 4 of 6
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AGENCY	NOTICE
Nicole Rustad Is ⊠ S	Seller's Agent 🗌 Buyer's Agent 🗌 Dual Agent 🔲 Facilitator
(Licensee)	(Choose One)
Hertz Farm Management, Inc.	
(Real Estate Company Name)	
	r's Agent Buyer's Agent Dual Agent Facilitator(Choose One)
Hertz Farm Management, Inc.	(ancess only
(Real Estate Company Name	
parties and means that the broker or salesperson owes the same filevel of representation the broker and salespersons can provide a agency, confidential information about price, terms, and motivation instructs the broker or salesperson in writing to disclose specific in agents may not advocate for one party to the detriment of the other	and prohibits them from acting exclusively for either party. In dua for pursuing a transaction will be kept confidential unless one party formation about him or her. Other information will be shared. Dua
CONSENT TO DUAL AGENCY	. 10
Broker represents both parties involved in the transaction, which crefiduciary duties to both parties. Because the parties may have conadvocating exclusively for either party. Broker cannot act as a dual parties acknowledge that	nflicting interests, Broker and its salespersons are prohibited from agent in this transaction without the consent of both parties. Both egards price, terms, or motivation to buy, sell, or lease will remain disclose this information. Other information will be shared; of either party to the detriment of the other; and
With the knowledge and understanding of the explanation above, the dual agents in this transaction.	ne parties authorize and instruct Broker and its salespersons to act as
SELLER(S):	
N/A Signature Date	Signature Date
BUYER(S):	
Signature Date	Signature Date



37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann		SELLER: Patrice T. Schnauber	
(Legal Name Signature – First, MI, Last)	Date	(Legal Name Signature – First, MI, Last)	Date
N/A		N/A	
Title (If applicable)		Title (if applicable)	
Christopher P. Hartmann		Patrice T. Schnauber	
(Legal Name Print – First, MI, Last)		(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last)	Date	(Spouse Legal Name Signature – First, MI, Last)	Date
Holly C. Hartmann		Brian D. Schnauber (Spouse Legal Name Print-First, MI, Last)	
(Spouse Legal Name Print-First, MI, Last)		(spouse tegar Name Print-First, Mil, Last)	
(Address – Street)		(Address – Street)	
(Address – City, State, Zip Code)		(Address – City, State, Zip Code)	
SELLER: Tena R. Driskill	70.	SELLER: Nathaniel P. Hartmann	
(Legal Name Signature – First, MI, Last)	Date	(Legal Name Signature – First, MI, Last)	Date
N/A		N/A	
Title (If applicable)		Title (if applicable)	
Tena R. Driskill		Nathaniel P. Hartmann	
(Legal Name Print – First, MI, Last)		(Legal Name Print – First, MI, Last)	
(Spouse Legal Name Signature – First, MI, Last)	Date	(Spouse Legal Name Signature – First, MI, Last)	Date
James P. Driskill		Catrina M. Hartmann	
(Spouse Legal Name Print-First, MI, Last)		(Spouse Legal Name Print-First, MI, Last)	
(Address – Street)		(Address – Street)	
(Address – City, State, Zip Code)		(Address – City, State, Zip Code)	



(Address - City, State, Zip Code)

PURCHASE AGREEMENT: LAND State of Minnesota

38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement. FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller Is or Is NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed. **SELLER: OUR HARTMAN FARMS, LLC** SELLER: JACOB C. SCHNAUBER Date (Legal Name Signature - First, MI, Last) Date (Legal Name Signature - First, MI, Last) Manager of Our Hartmann Farms, LLC & Trustee of Jack H. Hartmann Trust Title (if applicable) Title (If applicable) Our Hartmann Farms, LLC by: Busey Bank - Renea Harbert, Sr. VP, Jacob C. Hartmann (Legal Name Print - First, MI, Last) (Legal Name Print - First, MI, Last) Date (Spouse Legal Name Signature - First, MI, Last) (Spouse Legal Name Signature – First, MI, Last) Date Jenna M. Schnauber (Spouse Legal Name Print-First, MI, Last) (Spouse Legal Name Print-First, MI, Last) (Address - Street) (Address – Street)

(Address - City, State, Zip Code)



39. BUYER(S):	and/or assignee
I/We agree to purchase the Property for the price and on the to Purchase Agreement.	erms and conditions set forth above. I have reviewed all pages of this
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last) Date	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
BUYER:	BUYER:
(Legal Name Signature – First, MI, Last)	(Legal Name Signature – First, MI, Last) Date
Title (If applicable)	Title (if applicable)
(Legal Name Print – First, MI, Last)	(Legal Name Print – First, MI, Last)
(Spouse Legal Name Signature – First, MI, Last) Date	(Spouse Legal Name Signature – First, MI, Last) Date
(Spouse Legal Name Print-First, MI, Last)	(Spouse Legal Name Print-First, MI, Last)
(Address – Street)	(Address – Street)
(Address – City, State, Zip Code)	(Address – City, State, Zip Code)
40. FINAL ACCEPTANCE DATE:	, 2023. The Final Acceptance Date is the date on which the
fully executed Purchase Agreement is delivered.	

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.