

PURCHASE AGREEMENT: LAND State of Minnesota

Parcel 1- 155.90 Acres

1.	SELLER(s	s): Estate of Robe	<u>ert Beyer</u> (hereinafte	er referred to as "Sel	ler")		
2.	BUYER(s):			and/or Assig	gnee (hereinafter r	eferred to as "Buyer")
3.	PROPER'	TY: Said earnest	money is part paym	ent for the purchase	of the following property	legally described as	s:
zor EXC	ourtenanching restrice CLUDING a CLUDING comments e and clea	es and rights-of- ctions, governme all emblements v or EXCLUDING	-way of record pertai ental cost-sharing ag within the Property a the following perso	ning to the above-de reements and restric at the time of this Pui nal property, if any, v	155.90 acres, more or less scribed property, similarly tive covenants; and include the chase Agreement, if any, which shall be transferred as this day agreed to sell to	y subject to any eas ding all fixtures, if a (collectively the "P with no additional	sements of record, ny, ⊠INCLUDING or □ roperty") and ⊠ monetary value, and
4.	OFFER:					10	
	A.	Purchase Price	•		•••••	<u></u>	S
	В.	To be deposited	d in the trust accoun er-Hertz Farm Manag	t of:	of Offer:	<u>\$</u>	3
	C.		_	Buyer on Closing Date onk cashier's check or		<u>.</u>	\$
	D.		n of 2% Due by Buye tz Farm Managemen				\$
5.	cleared. excepted amounts the Selle	Possession and and subject to any from October 3 r. Seller and Buy	Title of the property vexisting leases, if an 81st 2024 to date of cover agree that Earnes	shall be delivered on y. If closing is delayed losing. Buyer will not it Funds held in the H	n or before <u>October 17th</u> <u>Date of Closing</u> in its pres d at fault of Buyer, Buyer s pay interest under this pres lertz Farm Management T late or as directed by said	sent condition, ordi shall pay <u>10</u> % interd rovision if closing is rust Account may b	inary wear and tear est on all unpaid delayed at the fault of
6.	DEED/M	ARKETABLE TITI	LE: Upon performan	ce by Buyer, Seller sh	nall deliver a: (Check one.)	ı	
	□WARR	RANTY DEED	⊠PERSONA	L REPRESENTATIVE'S	DEED	□CONTRACT FOR	R DEED
	□TRUS1	TEE'S DEED	☐OTHER:				
	joined in	building and restrictions reservation utility and d	relating to use or importance of any mineral rights	nces, state and feder provement of the Pro by the State of Minr	perty without effective fo	·	;
7.	Agreeme Select O ⊠Se	ent to the date one: Iler shall be entite	of closing, the term o	f which lease extended due from the lessee i	tenants. Seller shall not ex s beyond the date of closion on the year <u>2024</u> , pursuant S <u>N/A</u> per tillable acre) to t	ng. t to said current lea	ise.

	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 2024. 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 2025 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.
	\square 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 N/A . 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 N/A and thereafter, and a 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 and expense, the abstract of title to be updated or a Title Commitment and 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 licon 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 necessard 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 \square shall -or- \boxtimes shall not be surveyed. Survey cost to be divided as follows: Buyer $\underline{N/A}$ %Seller $\underline{N/A}$ %.
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.
15.	ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections a 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.
Buye (MN	r(s) Initials:,,,

8. CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said

 \square Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year $\underline{N/A}$ attributed to the Property

 \square Seller and Buyer agree to prorate the <u>N/A</u> Conservation Program Contract(s) payment(s) attributed to Property being purchased to

By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation

Property to Buyer.
Select One:

being purchased.

the date of closing. ⊠Not Applicable

- 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. Seller makes no warranty or representation that any septic system located on the Property is in compliance with applicable laws. The sewage generated at the property does not go to a facility permitted by the Minnesota Pollution Control Agency. Buyer agrees to hold Seller harmless from any obligation, expense, or cost related to any septic system.
- 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 \square YES or \boxtimes NO CITY WATER SUB-SURFACE SEWAGE TREATMENT SYSTEM SELLER DOOES OF DOES NOT KNOW OF A SUB-SURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see Sub-Surface Sewage Treatment System Disclosure Statement.) PRIVATE WELL SELLER \(\text{DOES} \) OOES OF \(\text{DOES} \) 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: SUB-SURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY. (If answer is IS, see attached Addendum.) IF A WELL OR SUB-SURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUB-SURFACE 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 Department of Corrections website at www.corr.state.mn.us.
- 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:**

Buyer(s) Initials:,,,	Seller(s) Initials:	Page 4 of 7
(MN) Purchase Agreement - Parcel 1.docx		02/27/24

36. AGENCY NOTICE AND DISCLOSURE:

Nicholas Meixell

(Licensee)

ls 🛮 Seller'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 or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

37. SELLER(S): Estate of Robert Beyer

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: (Legal Name Signature - First, MI, Last) Date Security Bank & Trust Company as Personal Representative for the Estate of Robert Beyer Title (If applicable) JoAnn Halberg (Legal Name Print - First, Last)

Buyer(s) Initials:,,,	Seller(s) Initials:	Page 5 of 7
(MN) Purchase Agreement - Parcel 1 docy		02/27/24

38.	D.I	IVE		C	١.
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I/We agree to purchase the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this **Purchase Agreement.**

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)
39. FINAL ACCEPTANCE DATE: The Fi Agreement is delivered.	nal Acceptance Date is the date on which the fully executed Purchase
	ACT BETWEEN BUYER(S) AND SELLER(S). ONSULT AN APPROPRIATE PROFESSIONAL.

Legal Description

The Northwest Quarter (NW 1/4) Section Twenty-four (24), Township One Hundred Five (105), Range Twenty-five (25) West of the Fifth Principal Meridian, except commencing at the northwest corner thereof, thence South along the west line of said Section four hundred five (405) feet, thence East two hundred seventy-one (271) feet, thence North four hundred five (405) feet to the North line of said Section, thence West along said North line two hundred seventy-one (271) feet, to the place of beginning.





PURCHASE AGREEMENT: LAND State of Minnesota

Parcel 2-40.25 Acres

1.	SELLER(s	s): Estate of Rob	ert Beyer (herein	after referred to as "	Seller")				
2.	. BUYER(s):			a	and/or Assignee (hereinafter referred to as "Buyer")			to as "Buyer")	
3.	PROPER	TY: Said earnest	money is part pa	yment for the purcha	se of the followin	ng property le	egally descr	ribed as:	
zor EXC	ourtenanc ning restric CLUDING o CLUDING o e and clea	es and rights-of- ctions, governmo all emblements v or EXCLUDING	way of record pe ental cost-sharing within the Proper the following pe	Alinnesota, consisting rtaining to the above gagreements and resty at the time of this rsonal property, if an A/A all of which Seller	-described proper trictive covenants Purchase Agreem y, which shall be t	rty, similarly s s; and includin ent, if any, (c transferred w	subject to a ng all fixtur collectively vith no add	any easements es, if any, ⊠ IN the "Property' litional moneta	s of record, NCLUDING or □ ") and ⊠ ary value, and
4.	OFFER:						IK		
	A.	Purchase Price	•					\$	
	В.	To be deposited	d in the trust acco er-Hertz Farm Ma	n Trust on Acceptand ount of: nagement, Inc.; or	e of Offer:			<u>\$</u>	
	C.			by Buyer on Closing D bank cashier's check		<u>)</u>	••••••	<u>\$</u>	
	D.		n of 2% Due by B tz Farm Managen	uyer on Closing Date nent, Inc.		•••••		<u>\$</u>	
5.	CLOSING AND POSSESSION DATE: Settlement of closing shall be on or before October 17 th 2024, or after objections to title have bee cleared. Possession and Title of the property shall be delivered on Date of Closing in its present condition, ordinary wear and tear excepted, subject to any existing leases, if any. If closing is delayed at fault of Buyer, Buyer shall pay 10% interest on all unpaid amounts from October 31 st 2024 to date of closing. Buyer will not pay interest under this provision if closing is delayed at the fault of the Seller. Seller and Buyer agree that Earnest Funds held in the Hertz Farm Management Trust Account may be disbursed to a future specified closing agent within 72-hours of scheduled Settlement date or as directed by said closing agent.					ear and tear Ill unpaid d at the fault of			
6.	DEED/M	IARKETABLE TITI	LE: Upon perforn	nance by Buyer, Selle	r shall deliver a: (0	Check one.)			
	□WARF	RANTY DEED	⊠PERSO	NAL REPRESENTATIV	E'S DEED	I	□ CONTRA	CT FOR DEED	
	□TRUS1	TEE'S DEED	□OTHER	:					
		building and restrictionsreservationutility and d	zoning laws, ord relating to use or of any mineral rig	ketable title, subject inances, state and fe improvement of the this by the State of M ts which do not inter	deral regulations; Property without linnesota;	effective for	•	·	
7.	Agreeme Select O ⊠Se	ent to the date one: ller shall be enti	of closing, the terr	NOT subject to rights m of which lease extents due from the lesson N/A crop lease incom	nds beyond the d ee in the year <u>202</u>	late of closing 24, pursuant t	g. to said curr	ent lease.	e of this Purchase

Buye (MN	Buyer(s) Initials:,,,,,	Seller(s) Initials:	Page 2 of 7
15.	15. ACCESS AGREEMENT: Seller agrees to allow Buyer rea agreed to here. Buyer shall restore the premises to the restoration costs.	sonable access to the Property for performance of any sur e same condition it was in prior to the surveys or inspectio	
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12.		f this sale constitutes or requires a subdivision of land owr sary governmental approvals. Seller warrants the legal des d for recording as of the date of closing. Seller warrants th	cription of the real
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	Program Contract(s).		

8. CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said

☐ Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year N/A attributed to the Property

 \square Seller and Buyer agree to prorate the <u>N/A</u> Conservation Program Contract(s) payment(s) attributed to Property being purchased to

By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation

Property to Buyer.
Select One:

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the date of closing. ⊠Not Applicable 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. Seller makes no warranty or representation that any septic system located on the Property is in compliance with applicable laws. The sewage generated at the property does not go to a facility permitted by the Minnesota

Pollution Control Agency. Buyer agrees to hold Seller harmless from any obligation, expense, or cost related to any septic system.

- 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 🏗 **CITY WATER** CITY SEWER \square YES or \boxtimes NO SUB-SURFACE SEWAGE TREATMENT SYSTEM SELLER 🗆 DOES or 🗵 DOES NOT KNOW OF A SUB-SURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see Sub-Surface Sewage Treatment System Disclosure Statement.) PRIVATE WELL SELLER DOOES OF 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

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- 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.

STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUB-SURFACE SEWAGE TREATMENT SYSTEM.

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.

Buyer(s) Initials:,,,	Seller(s) Initials:	Page 3 of 7
(MN) Purchase Agreement - Parcel 2.docx		02/27/24

- 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 Department of Corrections website at www.corr.state.mn.us.
- 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:**

Buyer(s) Initials:,,,	Seller(s) Initials:	Page 4 of 7
MN) Purchase Agreement - Parcel 2.docx		02/27/24

36. AGENCY NOTICE AND DISCLOSURE:

Nicholas Meixell

(Licensee)

ls 🛮 Seller'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 or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

37. SELLER(S): Estate of Robert Beyer

SELLER:

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 □ **1S** 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.

(Legal Name Signature – First, MI, Last) Security Bank & Trust Company as Personal Representative for the Estate of Robert Bever Title (If applicable) JoAnn Halberg (Legal Name Print – First, Last)

Buyer(s) Initials:,,,,	Seller(s) Initials:	Page 5 of 7
(MN) Purchase Agreement - Parcel 2 docx		02/27/24

38.	RI	ΙV	F	R	15	١٠
JU.	\mathbf{r}	,	_		-	٠.

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

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)
39. FINAL ACCEPTANCE DATE: The Final Agreement is delivered.	al Acceptance Date is the date on which the fully executed Purchase
	ACT BETWEEN BUYER(S) AND SELLER(S). ONSULT AN APPROPRIATE PROFESSIONAL.

Legal Description

The Southeast Quarter of the Northwest Quarter of Section 25, Township 105 North, Range 25 West, Blue Earth County, Minnesota





PURCHASE AGREEMENT: LAND State of Minnesota

Parcel 3- 161.07 Acres

1.	SELLER(s	(s): Estate of Robert Beyer (hereinafter referred to as "Seller")	
2. BUYER(s): and/or Assignee (hereinafter referred			and/or Assignee (hereinafter referred to as "Buyer")
3.	PROPER	RTY: Said earnest money is part payment for the purchase of the following	ng property legally described as:
zon EXC INC	urtenanc ing restric LUDING o LUDING o and clea	thed Legal Description** State of Minnesota, consisting of 161.07 acres, reces and rights-of-way of record pertaining to the above-described properictions, governmental cost-sharing agreements and restrictive covenants all emblements within the Property at the time of this Purchase Agreem or EXCLUDING the following personal property, if any, which shall be arrof all liens and encumbrances: N/A all of which Seller has this day agree	rty, similarly subject to any easements of record, s; and including all fixtures, if any, \boxtimes INCLUDING or \square tent, if any, (collectively the "Property") and \boxtimes transferred with no additional monetary value, and
4.	OFFER:		
	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 ☐ N/A (Closing Agent)	<u>\$</u>
	C.	Balance of Purchase Price Due by Buyer on Closing Date:Funds due at Closing shall be by bank cashier's check or wire transfer.	<u>)</u> <u>\$</u>
	D.	Buyer Premium of 2% Due by Buyer on Closing Date:	<u>\$</u>
_		Payable to Hertz Farm Management, Inc.	
5.	cleared. excepted amounts the Selle	G AND POSSESSION DATE: Settlement of closing shall be on or before Oct. Possession and Title of the property shall be delivered on Date of Closing ed, subject to any existing leases, if any. If closing is delayed at fault of Buts from October 31st 2024 to date of closing. Buyer will not pay interest uer. Seller and Buyer agree that Earnest Funds held in the Hertz Farm Mared closing agent within 72-hours of scheduled Settlement date or as direct	ng in its present condition, ordinary wear and tear lyer, Buyer shall pay 10% interest on all unpaid inder this provision if closing is delayed at the fault of nagement Trust Account may be disbursed to a future-
6.	DEED/M	MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)
	□WARR	RANTY DEED SPERSONAL REPRESENTATIVE'S DEED	□CONTRACT FOR DEED
	□TRUS1	STEE'S DEED OTHER:	
		 n 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 reservation of any mineral rights by the State of Minnesota; utility and drainage easements which do not interfere with any exis all other items of record. 	effective forfeiture provisions;
7.	Agreeme	TS/LEASES: Property $oxtimes$ IS or $oxtimes$ IS NOT subject to rights of tenants. Seller nent to the date of closing, the term of which lease extends beyond the details.	
		One: eller shall be entitled to all payments due from the lessee in the year <u>202</u> eller and Buyer agreed to prorate <u>N/A</u> crop lease income (\$ <u>N/A</u> per tillab	 •

	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 2024. 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 2025 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.
	\square 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 <u>N/A</u> . 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>N/A</u> and thereafter, and arunpaid 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 and expense, the abstract of title to be updated or a Title Commitment and 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 lie 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 \square shall -or- \boxtimes shall not be surveyed. Survey cost to be divided as follows: Buyer $\underline{N/A}$ %Seller $\underline{N/A}$ %.
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.
15.	ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections a 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.
Buye (MN	r(s) Initials:,,

8. CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said

 \square Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year $\underline{N/A}$ attributed to the Property

 \square Seller and Buyer agree to prorate the <u>N/A</u> Conservation Program Contract(s) payment(s) attributed to Property being purchased to

By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation

Property to Buyer.
Select One:

being purchased.

the date of closing. ⊠Not Applicable

- 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. Seller makes no warranty or representation that any septic system located on the Property is
- 18.

in compliance with applicable laws. The sewage generated at the property does not go to a facility permitted by the Minnesota

	Pollution Control Agency. Buyer agrees to hold Seller harmless from any obligation, expense, or cost related to any septic system.
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 SUB-SURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Sub-Surface 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: SUB-SURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY. (If answer is IS, see attached Addendum.)
	IF A WELL OR SUB-SURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUB-SURFACE 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).)
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.

Seller(s) Initials: _____ Buyer(s) Initials: _____ Page 3 of 7 02/27/24 (MN) Purchase Agreement - Parcel 3.docx

- 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 Department of Corrections website at www.corr.state.mn.us.
- 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:**

uyer(s) Initials:,,,	Seller(s) Initials:	Page 4 of 7
MN) Purchase Agreement - Parcel 3.docx		02/27/24

36. AGENCY NOTICE AND DISCLOSURE:

Nicholas Meixell

(Licensee)

ls 🛮 Seller'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 or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

37. SELLER(S): Estate of Robert Beyer

SELLER:

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 □ **1S** 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.

(Legal Name Signature – First, Last) Security Bank & Trust Company as Personal Representative for the Estate of Robert Beyer Title (If applicable) JoAnn Halberg (Legal Name Print – First, Last)

Buyer(s) Initials:,,,	Seller(s) Initials:	Page 5 of 7
(MN) Purchase Agreement - Parcel 3.docx		02/27/24

38.	RI	ΙV	F	R	15	١٠
JU.	\mathbf{r}	,	_		-	٠.

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

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)
39. FINAL ACCEPTANCE DATE:, The Fin Agreement is delivered.	al Acceptance Date is the date on which the fully executed Purchase
	ACT BETWEEN BUYER(S) AND SELLER(S). ONSULT AN APPROPRIATE PROFESSIONAL.

Legal Description

The Northeast Quarter of Section 25, Township 105 North, Range 25 West, Blue Earth County, Minnesota.

JANET. Non-Executable



PURCHASE AGREEMENT: LAND State of Minnesota

Parcel 4- 150.83 Acres

1.	SELLER(s	s): Estate of Robe	ert Beyer (hereinafter	referred to as "Seller	")		
2.	2. BUYER(s): and/or Assigne			<u>gnee</u> (hereinafter re	ferred to as "Buyer")		
3.	PROPER	TY: Said earnest	money is part paymer	nt for the purchase of	the following property	legally described as	:
zon EXC	urtenanc ing restric LUDING o LUDING o and clea	es and rights-of-vections, governme all emblements we or EXCLUDING	way of record pertain ental cost-sharing agre vithin the Property at the following persona	ing to the above-desc eements and restrictiv the time of this Purch al property, if any, wh	0.83 acres, more or less ribed property, similarly e covenants; and includase Agreement, if any, ich shall be transferred his day agreed to sell to	y subject to any ease ding all fixtures, if an (collectively the "Prowith no additional r	ements of record, ny, ⊠INCLUDING or □ operty") and ⊠ monetary value, and
4.	OFFER:					10	
	Α.	Purchase Price:				<u>\$</u>	
	В.	To be deposited	d in the trust account or er-Hertz Farm Manage	of:	Offer:	<u>\$</u>	
	C.		=	yer on Closing Date: cashier's check or win	re transfer.	<u>\$</u>	
	D.	-	of <mark>2% Due by Buyer</mark> z Farm Management,			<u>\$</u>	
5.	cleared. excepted amounts the Selle	Possession and T d, subject to any s from <u>October 3</u> er. Seller and Buye	Fitle of the property sl existing leases, if any. 1 st 2024 to date of clo er agree that Earnest	hall be delivered on <u>D</u> If closing is delayed a sing. Buyer will not pa Funds held in the Her	ate of Closing in its pres t fault of Buyer, Buyer s y interest under this pr	sent condition, ordir shall pay <u>10</u> % intere rovision if closing is o rust Account may be	st on all unpaid
6.	DEED/M	IARKETABLE TITL	E: Upon performance	e by Buyer, Seller shal	deliver a: (Check one.)		
	□WARR	RANTY DEED	⊠PERSONAL	REPRESENTATIVE'S D	EED	□CONTRACT FOR	DEED
	□TRUS1	TEE'S DEED	□OTHER:				
		building and restrictions r reservation of	elating to use or impr of any mineral rights b rainage easements wh	ces, state and federal covement of the Prope by the State of Minnes	erty without effective fo	·	
7.	Agreeme Select O ⊠Se	ent to the date of ne: ller shall be entit	f closing, the term of v	which lease extends bue from the lessee in t	nants. Seller shall not ex eyond the date of closing the year <u>2024</u> , pursuant <u>/A</u> per tillable acre) to t	ng. t to said current leas	he date of this Purchase

	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 2024. 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 2025 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.
	\square 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 $\underline{N/A}$. 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 $\underline{N/A}$ and thereafter, and a 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 and expense, the abstract of title to be updated or a Title Commitment and 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 lie 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 \square shall -or- \boxtimes shall not be surveyed. Survey cost to be divided as follows: Buyer $\underline{N/A}$ %Seller $\underline{N/A}$ %.
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.
15.	ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections a 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.
Buye	r(s) Initials:,,,

8. CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said

 \square Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year $\underline{N/A}$ attributed to the Property

 \square Seller and Buyer agree to prorate the <u>N/A</u> Conservation Program Contract(s) payment(s) attributed to Property being purchased to

By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation

Property to Buyer.
Select One:

being purchased.

the date of closing. ⊠Not Applicable

- 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. Seller makes no warranty or representation that any septic system located on the Property is in compliance with applicable laws. The sewage generated at the property does not go to a facility permitted by the Minnesota Pollution Control Agency. Buyer agrees to hold Seller harmless from any obligation, expense, or cost related to any septic system.

	Pollution Control Agency. Buyer agrees to hold Seller harmless from any obligation, expense, or cost related to any septic system.
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
	SUB-SURFACE SEWAGE TREATMENT SYSTEM SELLER □ DOES or ☑ DOES NOT KNOW OF A SUB-SURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Sub-Surface Sewage Treatment System Disclosure Statement.)
	PRIVATE WELL SELLER □ DOES OF ☑ 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: SUB-SURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY. (If answer is IS, see attached Addendum.)
	IF A WELL OR SUB-SURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUB-SURFACE 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).)
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.

 Buyer(s) Initials:
 Seller(s) Initials:
 Page 3 of 7

 (MN) Purchase Agreement - Parcel 4.docx
 02/27/24

- 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 Department of Corrections website at www.corr.state.mn.us.
- 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:**

Buyer(s) Initials:,,,,	Seller(s) Initials:	Page 4 of 7
MN) Purchase Agreement - Parcel 4.docx		02/27/24

36. AGENCY NOTICE AND DISCLOSURE:

Nicholas Meixell

(Licensee)

ls 🛮 Seller'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 or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

37. SELLER(S): Estate of Robert Beyer

SELLER:

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 □ **1S** 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.

(Legal Name Signature – First, MI, Last) Date Security Bank & Trust Company as Personal Representative for the Estate of Robert Beyer Title (If applicable) JoAnn Halberg (Legal Name Print – First, MI, Last)

Buyer(s) Initials:,,,,	Seller(s) Initials:	Page 5 of 7
MN) Purchase Agreement - Parcel 4.docx		02/27/24

38.	RI	ΙV	F	R	15	١٠
JU.	\mathbf{r}	,	_		-	٠.

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

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)
39. FINAL ACCEPTANCE DATE: The Fin Agreement is delivered.	nal Acceptance Date is the date on which the fully executed Purchase
	ICT BETWEEN BUYER(S) AND SELLER(S). ONSULT AN APPROPRIATE PROFESSIONAL.

Legal Description

The Southwest Quarter of Section 25, Township 105 North, Range 25 West, Blue Earth County, Minnesota.

EXCEPTING THEREFROM

That part of the South Half of the Southwest Quarter of Section 25, Township 105 North, Range 25 West, Blue Earth County, Minnesota, described as follows:

Commencing at the Southwest corner of said Section 25; thence on an assumed bearing of North 0 degrees 41 minutes 28 seconds West, along the west line of said section, a distance of 1128.72 feet; thence North 87 degrees 00 minutes East a distance of 45.04 feet to an iron monument located on the east line of a Blue Earth County tract, said iron monument being the point of beginning of the tract to be described; thence continuing North 87 degrees 00 East a distance of 1180.76 feet to an iron monument; thence South 38 degrees 00 minutes East a distance of 496.09 feet to an iron monument; thence South 0 degrees 41 minutes 28 seconds East a distance of 60.00 feet to an iron monument; thence South 81 degrees 39 minutes 44 seconds West a distance of 133.42 feet to an iron monument; thence South 90 degrees 00 minutes West a distance of 100.00 feet to an iron monument; thence North 82 degrees 00 minutes West a distance of 527.19 feet to an iron monument; thence North 0 degrees 41 minutes 28 seconds West a distance of 910.74 feet to an iron monument located on the east line of said Blue Earth County tract; thence North 0 degrees 41 minutes 28 seconds West, along said east line, a distance of 40.03 feet to the point of beginning, containing 6.89 acres, subject to easements now of record in said county and state.

Said Tract E contains 150.83 acres, subject to easements now of record in said county and state.





PURCHASE AGREEMENT: LAND State of Minnesota

Parcel 5-80.23 Acres

1.	SELLER(s	s): Estate of Robe	ert Beyer (hereinafter referred to as "Seller")	
2.	BUYER(s	s):		and/or Assignee (hereinafter referred to as "Buyer")
3.	PROPER	TY: Said earnest	money is part payment for the purchase of the following	owing property legally described as:
zon EXC	urtenanc ing restric LUDING o LUDING o	es and rights-of- ctions, governme all emblements v or EXCLUDING	way of record pertaining to the above-described pro ental cost-sharing agreements and restrictive covera within the Property at the time of this Purchase Agre the following personal property, if any, which shall	s, more or less, together with any and all easements, operty, similarly subject to any easements of record, ants; and including all fixtures, if any, (INCLUDING or Deement, if any, (collectively the "Property") and (be transferred with no additional monetary value, and agreed to sell to Buyer and Buyer has agreed to buy from
4.	OFFER:			
	A.	Purchase Price:	·	<u>\$</u>
	В.	To be deposited	to be deposited in Trust on Acceptance of Offer: d in the trust account of: er-Hertz Farm Management, Inc.; or g Agent)	<u>\$</u>
	C.		chase Price Due by Buyer on Closing Date:losing shall be by bank cashier's check or wire transfe	
	D.		n of 2% Due by Buyer on Closing Date:tz Farm Management, Inc.	<u>\$</u>
5.	cleared. Possession and Title of the property shall be delivered on <u>Date of Closing</u> in its present condition, ordinary wear and tear excepted, subject to any existing leases, if any. If closing is delayed at fault of Buyer, Buyer shall pay 10% interest on all unpaid amounts from <u>October 31st 2024</u> to date of closing. Buyer will not pay interest under this provision if closing is delayed at the fault of the Seller. Seller and Buyer agree that Earnest Funds held in the Hertz Farm Management Trust Account may be disbursed to a future-specified closing agent within 72-hours of scheduled Settlement date or as directed by said closing agent.			
6.	DEED/M	IARKETABLE TITL	LE: Upon performance by Buyer, Seller shall deliver	a: (Check one.)
	□TRUST	building and restrictions reservation	☑PERSONAL REPRESENTATIVE'S DEED ☑OTHER: y, conveying marketable title, subject to zoning laws, ordinances, state and federal regulation relating to use or improvement of the Property with of any mineral rights by the State of Minnesota; rainage easements which do not interfere with any ones of record.	out effective forfeiture provisions;
7.	Agreeme Select O ⊠Se	ent to the date one: Iler shall be entit	erty \boxtimes IS or \square IS NOT subject to rights of tenants. Se if closing, the term of which lease extends beyond that the description of the lessee in the year greed to prorate $\underline{N/A}$ crop lease income (\$N/A per time).	2024, pursuant to said current lease.

	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 2020 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 2025 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.	
	\square 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 <u>N/A</u> . Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, et which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in <u>N/A</u> and thereafter, and unpaid special assessments payable therewith and thereafter.	tc.)
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 and expense, the abstract of title to be updated or a Title Commitment and Owner's Title Insurance Policy for the Property to Buyer or Buyer's designated title service provider.	i
	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 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 necessa to convey marketable title, including obtaining and recording all required documents, subject to the following:	ry
	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 \square shall -or- \boxtimes shall not be surveyed. Survey cost to be divided as follows: Buyer $\underline{N/A}$ %Seller $\underline{N/A}$ %.	
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, a Buyer's sole cost and expense.	t
15.	ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections 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.	
Buye	r(s) Initials:,, Seller(s) Initials: Page 2 of Purchase Agreement - Parcel 5.docx 02/27/2	

8. CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said

 \square Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year $\underline{N/A}$ attributed to the Property

 \square Seller and Buyer agree to prorate the <u>N/A</u> Conservation Program Contract(s) payment(s) attributed to Property being purchased to

By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation

Property to Buyer.
Select One:

being purchased.

the date of closing. ⊠Not Applicable

- 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. Seller makes no warranty or representation that any septic system located on the Property is

	in compliance with applicable laws. The sewage generated at the property does not go to a facility permitted by the Minnesota Pollution Control Agency. Buyer agrees to hold Seller harmless from any obligation, expense, or cost related to any septic system.
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
	<u>SUB-SURFACE SEWAGE TREATMENT SYSTEM</u> SELLER □ DOES or ☑ DOES NOT KNOW OF A SUB-SURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answe is DOES , and the system does not require a state permit, see <i>Sub-Surface Sewage Treatment System Disclosure Statement</i> .)
	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: SUB-SURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY. (If answer is IS, see attached Addendum.)
	IF A WELL OR SUB-SURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: SUB-SURFACE 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.

Buyer(s) Initials: _____ Seller(s) Initials: _____ Page 3 of 7 02/27/24 (MN) Purchase Agreement - Parcel 5.docx

- 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 Department of Corrections website at www.corr.state.mn.us.
- 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:**

Buyer(s) Initials:,,,	Seller(s) Initials:	Page 4 of 7
MN) Purchase Agreement - Parcel 5.docx		02/27/24

36. AGENCY NOTICE AND DISCLOSURE:

Nicholas Meixell

(Licensee)

ls 🛮 Seller'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 or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

37. SELLER(S): Estate of Robert Beyer

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 □ **1S** 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.

(Legal Name Signature – First, Last) Date Security Bank & Trust Company as Personal Representative for the Estate of Robert Beyer Title (If applicable) JoAnn Halberg (Legal Name Print – First, Last)

Buyer(s) Initials:,,,,	Seller(s) Initials:	Page 5 of 7
MN) Purchase Agreement - Parcel 5.docx		02/27/24

38.	BU	YER	(S	١٠
			1	,.

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

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)
39. FINAL ACCEPTANCE DATE:	al Acceptance Date is the date on which the fully executed Purchase
	ACT BETWEEN BUYER(S) AND SELLER(S). ONSULT AN APPROPRIATE PROFESSIONAL.

Legal Description

The West Half of the Southeast Quarter of Section 25, Township 105 North, Range 25 West, Blue Earth County, Minnesota.





PURCHASE AGREEMENT: LAND State of Minnesota

Parcel 6-80.18 Acres

1.	SELLER(s	s): Estate of Rob	ert Beyer (hereinafter referre	d to as "Seller")	
2.	BUYER(s	s):			and/or Assignee (hereinafter referred to as "Buyer")
3.	PROPER	TY: Said earnest	money is part payment for th	e purchase of the follow	owing property legally described as:
zon EXC	ourtenanc ling restric CLUDING of ELUDING of e and clea	es and rights-of- ctions, governme all emblements v or EXCLUDING	-way of record pertaining to the ental cost-sharing agreements within the Property at the time of the following personal prope	e above-described pro and restrictive covena e of this Purchase Agre rty, if any, which shall I	s, more or less, together with any and all easements, operty, similarly subject to any easements of record, ants; and including all fixtures, if any, (INCLUDING or Deement, if any, (collectively the "Property") and Deement, if any, (collectively the "Property")
4.	OFFER:				
	A.	Purchase Price	:		<u>\$</u>
	В.	To be deposite	to be deposited in Trust on Add in the trust account of: er-Hertz Farm Management, In g Agent)		<u>\$</u>
	C.		chase Price Due by Buyer on (losing shall be by bank cashier		\$ e).
	D.		n of 2% Due by Buyer on Closi tz Farm Management, Inc.	ng Date:	<u>\$</u>
5.	cleared. excepted amounts the Selle	Possession and do subject to any of from October 3 or Seller and Buy	Title of the property shall be done of existing leases, if any. If closing 131st 2024 to date of closing. Bu	elivered on <u>Date of Clo</u> og is delayed at fault of yer will not pay interes eld in the Hertz Farm N	e <u>October 17th 2024</u> , or after objections to title have been osing in its present condition, ordinary wear and tear f Buyer, Buyer shall pay <u>10</u> % interest on all unpaid st under this provision if closing is delayed at the fault of Management Trust Account may be disbursed to a future-irected by said closing agent.
6.	DEED/M	ARKETABLE TIT	LE: Upon performance by Buy	er, Seller shall deliver a	a: (Check one.)
	□WARF	RANTY DEED	⊠PERSONAL REPRES	ENTATIVE'S DEED	□ CONTRACT FOR DEED
	□TRUS1	TEE'S DEED	□OTHER:		
		building and restrictions reservation	of any mineral rights by the St Irainage easements which do r	e and federal regulation of the Property without ate of Minnesota;	out effective forfeiture provisions;
7.	Agreeme Select O ⊠Se	ent to the date one: ller shall be enti	of closing, the term of which le	ase extends beyond th the lessee in the year <u>2</u>	ller shall not execute leases from the date of this Purchase ne date of closing. 2024, pursuant to said current lease. Ilable acre) to the date of closing.

Buye (MN	yer(s) Initials:,, _ N) Purchase Agreement - Parcel	,	Seller(s) Initials:	Page 2 of 7
15.		= -	s to the Property for performance of any s on it was in prior to the surveys or inspect	
14.	•	er are approximate. Buyer shall verify th	nd or improvements provided by Seller, thing accuracy of information to Buyer's satis	
13.	3. SURVEY: This Property □sha	ll -or- ⊠ shall not be surveyed. Survey	cost to be divided as follows: Buyer N/A %	6Seller <u>N/A</u> %.
12.	shall pay all subdivision exper	nses and obtain all necessary governme been or shall be approved for recording	stitutes or requires a subdivision of land overtal approvals. Seller warrants the legal degrees as of the date of closing. Seller warrants	escription of the real
	days to make title ma addition to the thirty Lacking such extensio party, or licensee rep either party declares	rketable, or in the alternative, Buyer m (30) day extension, Buyer and Seller m n, either party may declare this Purcha resenting or assisting the other party, i this Purchase Agreement canceled, Buy	date of closing, Seller shall have an additional wave title defects by written notice to ay, by mutual agreement, further extend the agreement canceled by written notice in which case this Purchase Agreement is copyer and Seller shall immediately sign a Can ing all earnest money paid hereunder to be	Seller. In the closing date. to the other anceled. If cellation of
	to convey marketable title, in	cluding obtaining and recording all req	e date of closing. Seller agrees to pay all coursed documents, subject to the following	:
	including, but not lir		s determined necessary or desirable by Bu ons, a title insurance commitment, unless p an attorney's title opinion.	
		at Seller's option and expense, the abs y for the Property to Buyer or Buyer's	tract of title to be updated or a Title Comn designated title service provider.	nitment and Owner's
11.	. TITLE AND EXAMINATION: As	quickly as reasonably possible after Fi	nal Acceptance Date of this Purchase Agre	eement:
10.		roperty is sold "AS IS AND WHERE IS", Buyer regarding the property or its co	in its current condition, without warranty ndition or suitability for any use.	and Seller makes no
	real estate taxes due and pay which is required as a result o	able in <u>N/A</u> . Seller shall pay, on the dat	te taxes and special assessments certified e of closing, any deferred real estate taxes by real estate taxes due and payable in N/A	(i.e., Green Acres, etc.)
9.	TAXES AND SPECIAL ASSESSIN	taxes and special assessments certified f closing, any deferred real estate taxed layereal estate Taxes due and payable	for payment with the real estate taxes du s (i.e., Green Acres, etc.) which are require e in <u>2025</u> and thereafter, and any unpaid s are made concerning the amount of subse	ed as a result of the pecial assessments
	Program Contract(s).			

8. CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said

☐ Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year N/A attributed to the Property

 \square Seller and Buyer agree to prorate the <u>N/A</u> Conservation Program Contract(s) payment(s) attributed to Property being purchased to

By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation

Property to Buyer.
Select One:

being purchased.

the date of closing. ⊠Not Applicable 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. Seller makes no warranty or representation that any septic system located on the Property is in compliance with applicable laws. The sewage generated at the property does not go to a facility permitted by the Minnesota

Pollution Control Agency. Buyer agrees to hold Seller harmless from any obligation, expense, or cost related to any septic system.

- 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

 SUB-SURFACE SEWAGE TREATMENT SYSTEM

 SELLER □ DOES or ☒ DOES NOT KNOW OF A SUB-SURFACE SEWAGE TREATMENT \$YSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Sub-Surface 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 ☐ IS OR ☒ IS NOT in a Special Well Construction Area.

 THIS PURCHASE AGREEMENT ☐ IS OR ☒ IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT: SUB-SURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY. (If answer is IS, see attached Addendum.)
- 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.

IF A WELL OR SUB-SURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE

STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUB-SURFACE SEWAGE TREATMENT SYSTEM.

- 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.

uyer(s) Initials:,,,	Seller(s) Initials:	Page 3 of 7
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- 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 Department of Corrections website at www.corr.state.mn.us.
- 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:**

Buyer(s) Initials:,,,	Seller(s) Initials:	Page 4 of 7
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36. AGENCY NOTICE AND DISCLOSURE:

Nicholas Meixell

(Licensee)

Is 🛮 Seller'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 or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

37. SELLER(S): Estate of Robert Beyer

SELLER:

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 □ **1S** 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.

(Legal Name Signature – First, Last) Date Security Bank & Trust Company as Personal Representative for the Estate of Robert Beyer Title (If applicable) JoAnn Halberg (Legal Name Print – First, Last)

buyer(s) illitials:,	
(AANI) Duurahaaa Aanaanaa	Darsol C dasy

Sallari	c	Initials:
Jener	3	minuais.

38.	D.I	IVE		C	١.
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I/We agree to purchase the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

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)
39. FINAL ACCEPTANCE DATE: The Face of the Face	Final Acceptance Date is the date on which the fully executed Purchase
	ACT BETWEEN BUYER(S) AND SELLER(S). ONSULT AN APPROPRIATE PROFESSIONAL.

Legal Description

The East Half of the Southeast Quarter of Section 25, Township 105 North, Range 25 West, Blue Earth County, Minnesota.

SPAFF. Non-Executiable