

CONTRACT FOR SALE/PURCHASE OF REAL PROPERTY

THIS AGREEMENT, made and entered into the ____ day of December, 2024, by and between the following parties:

Seller: Diane Keller

1415 Advent Street
Harvey ND 58341

Buyer: _____

In consideration of the covenants made each to the other, as herein set forth, the parties agree as follows:

1. Premises. Seller promises to sell and convey, and Buyer promises to purchase on the terms and conditions herein set forth, the following described real property, together with all improvements, fixtures and buildings located thereon, situated in Wells County, North Dakota, to-wit:

TRACT "A" - part of Government Lots 3 & 4, Section 19, Township 150 North, Range 69 West of the Fifth P.M., Wells County, North Dakota, consisting of 24.29 acres, more or less, as depicted in that Certificate Of Survey recorded as Document No. 215314 on September 30, 2024, in the Office of the Wells County Recorder, Fessenden, N.D.

And, TRACT "B" - part of Government Lot 4, Section 19, Township 150 North, Range 69 West of the Fifth P.M., Wells County, North Dakota, consisting of 16.04 acres, more or less, as depicted in that Certificate Of Survey recorded as Document No. 215314 on September 30, 2024, in the Office of the Wells County Recorder, Fessenden, North Dakota.

Property Address: 4813 26th Street NE, Harvey, ND 58341

2. Purchase Price/Manner of Payment. The full purchase price for the property is \$ _____ payable as follows:

\$ _____ Earnest money (i.e., 10% of purchase price), and in part payment for the purchase of the above described property, deposited with Mack Law Offices, P.C. Trust Account upon Buyer's execution of this contract.

\$ _____ Balance of purchase price to be paid at the time of closing herein referenced, unless otherwise agreed in writing by the parties.

3. Residential Property. This sale/purchase shall include all of the above described real property, residence, buildings, fixtures, pasture fence, stove, refrigerator, current window treatments, and any other tangible personal property Seller chooses to leave at farmstead. Property excludes (a) the windmill in the garden which Seller shall remove prior to July 1, 2025, and (b) the electric fence on the perimeter of the pasture (i.e., owned by prior tenant) which shall be removed by the prior tenant during the summer of 2025.

4. Abstract & Marketable Title. Seller (i.e., at Seller's expense) shall furnish Buyer with an abstract of the record title recently updated showing marketable title of the Seller to the above described real estate as of this date or prior to closing. Zoning ordinances, building and use restrictions and reservations, federal and state patents and deeds, road right of way, and prior conveyances, reservations and severance of minerals shall not be deemed encumbrances or defects. Seller shall convey the premises free and clear of encumbrances, except as below described in Section 7 of this agreement (e.g., utility easements, road right of way, etc.).

5. Refund/Specific Performance. If Seller cannot deliver good and marketable title free of defects, and title cannot be made so within 60 days after notice containing a written statement of defects delivered to Seller well in advance of the closing date, then any earnest money shall be refunded and all rights of the Buyer terminated, except that Buyer may waive defects and elect to purchase. However, if said sale is approved by the Seller, the Seller's title is insurable or marketable, the property appraises at no less than the purchase price, and all conditions set forth herein are satisfied, and the Buyer thereafter for any reason fails, neglects or refuses to complete purchase promptly, then the Seller shall be paid the earnest money so held by Mack Law Offices, P.C. as liquidated damages for such failure to consummate the purchase.

6. Real Estate Taxes. The 2024 real estate taxes and any certified installment(s) of special assessment(s) shall be paid by Seller. Buyer shall be responsible for the real estate taxes and the uncertified balance of special assessments, if any there may be, commencing January 1, 2025. Seller does not make any representations or warranties concerning the amount of real estate taxes or special assessments to be assessed against the property subsequent to the date of purchase.

7. Reservations/Exceptions. The property is to be conveyed by warranty deed, but is subject to all utility easements, road right of way, and prior oil, gas and mineral reservations and exceptions currently of public record. Seller shall reserve all oil, gas,

minerals and mineral interests currently owned by the Seller, along with such easements for ingress to, and egress from, the above described real property as may be incidental or necessary for exploration, development, use, storage, transportation and removal of such oil, gas, minerals and mineral interests. oil, gas, minerals, or mineral interests currently owned.

8. Closing Date. Closing date is to be as soon as possible and no later than February 10, 2025, unless otherwise agreed in writing. Possession shall be surrendered to the Buyer upon completion of the closing (i.e., no early possession by Buyer).

9. Lease. The premises will not subject to a lease with any third party beyond the closing date.

10. Buildings and Survey. Seller covenants that all buildings, water well and septic system will be entirely within boundary lines of property.

11. Condition of Property. Buyer is advised to inspect the premises to Buyer's satisfaction prior to signing this contract. Except as concerns title to the real estate (i.e., to be conveyed by warranty deed), all property, buildings, fixtures, electrical system, septic system, water, water well and system, and tangible personal property are sold AS IS and in its current condition without warranty. Buyer shall be responsible for all necessary or desired improvements to the premises (e.g., septic system, water well, electrical system, etc.). Utilities (e.g., electricity, etc.) shall be paid current to the date of closing by the Seller.

12. Special Conditions: The parties agree to the following:

a. Seller to pay for the costs related to providing an abstract of the record title, preparation of this contract and warranty deed by Seller's attorney, resolution of all liens or title defects shown in an attorney's title opinion, auctioneer's commission and costs, and one-half (i.e., not to exceed \$350.00 per party without permission of the Seller) of any closing fee of Mack Law Offices, P.C. Buyer to pay for the closing fee of any other closing agent, if any there may be.

b. Except as above stated, Buyer shall pay for all costs incurred in purchasing the premises (e.g., appraisal, lender expenses, any desired title insurance (i.e., owner or lender policy), improvements to the premises, attorney's title opinions, one-half of any closing fee of Mack Law Offices, P.C., recording costs of the deed and any documents required by Buyer's lender, final abstract update (if any), and all other costs and fees incurred by Buyer).

c. Buyer may consult with independent tax and legal counsel of its choosing at any time. Seller has no objection to Mack Law Offices, P.C. providing a title opinion for the Buyer and Buyer's lender, if so desired by Buyer or Buyer's lender.

d. A propane tank owned by the Seller and used for the kitchen stove is included in this sale.

e. Property includes the water well sold AS IS and in its current condition. Well water used by previous occupant, but Seller does not warrant quality of water from well.

f. This contract is NOT contingent upon the property appraising for the purchase price.

13. Conservation Reserve Program. The premises are NOT the subject of any Conservation Reserve Program (CRP) contract.

14. Environmental Waiver. Buyer has been provided full and complete access to the land and improvements and has had full right to examine and test the property. Buyer is relying solely upon such access, investigation and opportunity for testing and is not relying upon any representation or warranty of Seller in connection with any hazardous substances or any substances which may be regarded as a nuisance. Buyer waives any and all claims against Seller, its agents, employees, and contractors, arising out of or in any way connected with any hazardous substance contamination. In addition, Buyer indemnifies and saves Seller, its agents, employees, and contractors, harmless from all costs and expenses of and from all claims arising out of any actions or proceedings by third parties, including governmental agencies, relating to any contamination shall not be regarded as breach of Seller's obligation to provide good title under this agreement. This waiver and indemnity does not apply to any losses or claims caused directly by the gross negligence, intentional misconduct, or intentional concealment of known facts by Seller or Seller's agent. Sellers are NOT aware of any underground fuel tanks, garbage disposal site or hazardous substance ever being located beneath or otherwise contaminated the premises. A burn pit was dug approximately eighteen months ago and used only for disposal of burnable garbage and has been filled and no longer used.

15. Entire Agreement. This contract contains the entire agreement between the parties, and no one has relied upon any verbal or written representations, agreements, or understanding not set forth herein. This Agreement may be executed by the parties in counterparts, which, together, constitute the parties' agreement. This Agreement shall not be effective until each party has executed the Agreement or a counterpart. This Agreement may be executed in multiple counterparts with copies of signatures being transmitted

by facsimile or email transmission. A photocopy, facsimile copy or email copy of party's signature shall be effective as an original.

16. Offer/Acceptance. Purchaser is making an offer to Seller, which offer must be accepted by Seller to form a contract.

Dated this ____ day of December, 2024.

, Buyer

, Buyer

Seller agrees to sell the above described property for the price and upon the terms and conditions above described.

Dated this ____ day of December, 2024.

Diane Keller, Seller