

AGREEMENT TO SELL/PURCHASE REAL PROPERTY

This agreement is made and entered into effective the date last signed by 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 in Wells County, North Dakota, to-wit:

The Southwest Quarter of the Southeast Quarter (SW1/4SE1/4), the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), and Government Lots Three (3) and Four (4), Section 19, Township 150 North, Range 69 West of the Fifth P.M., Wells County, North Dakota, LESS BOTH TRACT "A" of Govt. Lots 3 and 4 (i.e., 24.29 acres), and TRACT "B" of Govt. Lot 4 (i.e., 16.04 acres), Sec. 19, Twp. 150 N., Rge. 69 W. 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.

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. **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 6 of this agreement (e.g., utility easements, road right of way, etc.).

4. 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.

5. Real Estate Taxes. The 2024 real estate taxes and 2024 certified installments of special assessments, if any there may be, shall be the responsibility of the 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.

6. Reservations/Exceptions. The property is to be conveyed by warranty deed and subject to the following:

- a. Zoning ordinances.
- b. Building and use restrictions and reservations.
- c. Utility easements and road right of ways and easements.
- d. Waterfowl easements, if any there may be.
- e. Restrictions found within federal patents and state deeds.
- f. Oil, gas and minerals previously conveyed or reserved.
- g. Seller RESERVES 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.

7. **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).

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

9. **Condition of Property.** Any improvements to the property shall be at the sole expense and discretion of the Purchaser. Seller has no notice from any governmental body of any violation of building codes or other regulations which remain unremedied affecting the subject property.

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

11. **Special Conditions:**

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, 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.

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

13. **Environmental Waiver.** Purchaser has been provided full and complete access to the land and improvements thereon and have had full right to examine and test the property. Purchaser 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

14. 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.

 , Buyer , Buyer

Dated this day of December, 2024.

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