

Prepared by:
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REGISTER OF DEEDS OFFICE } ss
Walworth County, South Dakota }
Filed for record this 10 day of Nov., 2004
9:00 o'clock A. M. and recorded by
Document Number 04-1176
Julie Eisenhardt Register of Deeds
By --- Deputy
Fees: Recording \$12.00 Transfer ----

FIRST RIGHT TO PURCHASE AGREEMENT

WHEREAS, GEORGE TURNER and ELEANOR TURNER, husband and wife,
of 101 North Riverview Drive, Glenham, Walworth County, South Dakota 57631 hereinafter
referred to as **TURNERS**, are the owners of the following described property:

Turner Property.

Approximately 133.06 acres located in and legally described as the Northeast
Quarter (NE $\frac{1}{4}$) of Section Twenty-nine (29), Township One Hundred Twenty-
three (123) North, Range Seventy-eight (78) West of the Fifth Principal
Meridian, Walworth County, South Dakota, except highway, except
government take area, and except Tracts 1 and 2 in the Turner Homestead
Addition,

and

WHEREAS, Kennith L. Gosch and Ardys K. Gosch, husband and wife, of 315 5th
Ave. SE, Aberdeen, Brown County, South Dakota 57401, hereinafter referred to as **Gosches**,
desire to have the first right to purchase the Turner property; and

WHEREAS, Gosches have this day sold to Turners the,

Gosch Property.

Lot Twenty-two (22), New Evarts Third Subdivision in the Southwest Quarter
(SW $\frac{1}{4}$) and West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Twenty-
nine (29), Township One Hundred Twenty-three (123) North, Range Seventy-
eight (78) West of the Fifth P.M., subject to easements, restrictions and
reservations of record, if any

on the condition that Turners grant this first right to purchase;

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants contained herein, the parties agree as follows:

1. If Turners, their successors or assigns receive a bona fide offer to purchase any part or the whole of the Turner Property, and Turners desire to sell said property under the terms of the offer, Turners will give Gosches 60 days notice in writing at their last known address of the bona fide offer, setting forth the name and address of the proposed purchaser who has made the offer, the amount of the proposed purchase, and the terms of payment thereof. Gosches shall have the first option to purchase the property within the 60 days at the same price and on the same terms of the bona fide offer.

2. In the event Gosches do not exercise their option to purchase within the 60-day period, this agreement and all of its terms shall remain in full force and effect and all parties hereto and any purchaser from any party hereto shall be bound thereby.

3. In the event the **Turner Property** is for any reason not sold pursuant to the bona fide offer set forth in the notice, the Gosches shall have upon the same conditions of notice the continuing first option to purchase the **Turner Property** upon the terms of any subsequent bona fide offer or offers to purchase.

4. This first right to purchase shall be binding upon each party's heirs, successors, personal representatives and assigns.

5. This first right to purchase shall continue in effect and be binding upon the parties and their successors during the lives of either of the Gosches.

Dated at Mableton, South Dakota, this ²⁹~~15~~th day of October, 2004.

George Turner
George Turner

Eleanor Turner
Eleanor Turner

STATE OF SOUTH DAKOTA

SS
COUNTY OF ~~BROWN~~ Walworth

On this ^{29th}~~15th~~ day of October, 2004, before me, the undersigned officer, personally appeared George Turner and Eleanor Turner, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.



Barbara Qui
Notary Public, South Dakota
My Comm. Expires: 8-20-2006