

OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Laurel Shebetka and Christine Schultz, Co-Executors of the Estate of Robert W. Koutny, Deceased, and Barbara M. Koutny (SELLER(S))

The undersigned BUYER(S) hereby offer to buy and the undersigned SELLER(S) by their acceptance agree to sell real estate located in LINN County, Iowa, locally known as 10605 Wright Brothers Blvd. W., Fairfax, IA 52228, and legally described as follows:

The East One-half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-nine (29), excepting therefrom the North Sixty (60) feet of the West Four Hundred Seventeen (417) feet and the North Sixty (60) feet of the East Five Hundred Twenty-four and Seventy-nine Hundredths (524.79) feet of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section Twenty-nine (29), all in Township Eighty-two (82) North, Range Eight (8), West of the 5th P.M., Linn County, Iowa, and also excepting all legal highways, subject to all covenants, easements, and restrictions of record. Exact legal description to be determined by abstract,

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions.

1. PURCHASE PRICE. The Purchase Price shall be _____ and the method of payment shall be as follows:

10 % of the purchase price to be held in trust by MOSSMAN LAW FIRM as down payment to be delivered to SELLER(S) upon performance of SELLER(S)' obligations and satisfaction of BUYER(S) contingencies, if any; the balance of the Purchase Price shall be paid in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount.

2. REAL ESTATE TAXES. SELLER(S) shall pay the current fiscal year taxes and prorated real estate taxes for the next fiscal year prorated to **the Date of Closing**, and any unpaid real estate taxes payable in prior years. BUYER(S) shall pay all subsequent real estate taxes.

Unless otherwise provided in this Agreement, at closing SELLER(S) shall pay BUYER(S), or BUYER(S) shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

3. SPECIAL ASSESSMENTS.

A. SELLER(S) shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of closing.

B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER(S)' possession, including those for which assessments arise after closing, shall be paid by SELLER(S).

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER(S) through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER(S).

D. BUYER(S) shall pay all other special assessments or installments not payable by SELLER(S).

4. RISK OF LOSS AND INSURANCE. SELLER(S) shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER(S) agree to maintain existing insurance and BUYER(S) may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER(S) shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYER(S) timely performs all obligations, possession of the Property shall be delivered to BUYER(S) **no later than October 4, 2024**, and any adjustments of rent, insurance, interest and all charges attributable to the SELLER(S)' possession shall be made as of the date of possession. CLOSING shall occur after the approval of title by BUYER(S) and on **October 4, 2024, or sooner by mutual agreement**. SELLER(S) agree to permit BUYER(S) to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. This transaction shall be considered closed upon the delivery of the title transfer documents and receipt of all funds due at closing from BUYER(S) under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants. **Also included shall be the following:** Refrigerator, Stove, Microwave, Washer, Dryer, Chest freezer, Water softener, (2) Dining room tables & chairs, (2) Bar stools, China buffet, Air compressor in shop, Window AC unit in shop, and any items present on the day of final settlement/closing.

7. CONDITION OF PROPERTY.

A. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLER(S) in its present condition until possession, ordinary wear and tear excepted.

B. The Property is being sold in its existing condition "as is" with all faults and deficiencies known or unknown, and SELLER(S) make no warranties, expressed or implied.

C. BUYER(S) acknowledge that they are purchasing the Property in its existing condition "as is" with all faults and deficiencies known or unknown.

D. It shall be the BUYER(S) responsibility to have the home inspected as required by Linn County. Any repairs or updates required from the Linn County inspection shall be the responsibility and expense of the BUYER(S).

8. ABSTRACT AND TITLE. SELLER(S), at their expense, shall promptly obtain an abstract of title

to the Property continued within 30 days of closing and deliver it to BUYER(S)' attorney for examination. It shall show marketable title in SELLER(S) in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The abstract shall become the property of BUYER(S) when the Purchase Price is paid in full. BUYER(S) reserve the right to occasionally use the abstract prior to full payment of the purchase price. SELLER(S) shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER(S), including transfers by or the death of SELLER(S) or their assignees.

9. SURVEY. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. SELLER shall not be required to provide a survey.

10. ENVIRONMENTAL MATTERS. SELLER(S) warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER(S) have done nothing to contaminate the Property with hazardous wastes or substances. SELLER(S) warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER(S) shall also provide BUYER(S) with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here: This property is served by a well and private sewage disposal system.

11. DEED. Upon payment of the Purchase Price, SELLER(S) shall convey the Property to BUYER(S) by Court Officer Deed and Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYER(S).

12. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

13. REMEDIES OF THE PARTIES.

- A. If BUYER(S) fail to timely perform this Agreement, SELLER(S) may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER(S)' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER(S)' default (during which thirty days the default is not corrected), SELLER(S) may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.
- B. If SELLER(S) fails to timely perform this Agreement, BUYER(S) have the right to have all payments made returned to them.
- C. BUYER(S) and SELLER(S) are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

14. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is

delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses as follows:

If to SELLER(S): Steffes Group, Inc.
 2245 East Bluegrass
 Mt. Pleasant, IA 52641

If to BUYER(S):

15. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER(S) and BUYER(S). Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

16. CERTIFICATION. BUYER(S) and SELLER(S) each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

17. ADDITIONAL PROVISIONS.

- A. CORN AND BEAN CROP. The 2024 corn & bean crop is included. The input costs will be included. BUYER(S) shall reimburse SELLERS for the 2024 crop insurance at closing.
- B. LP TANK. There are two 500 gallon LP Tanks located on the property that are owned by the SELLER. Said LP Tanks and any remaining fuel as of the date of closing are included with the sale at no additional cost to the BUYER(S).
- C. It shall be the obligation of the BUYER(S) to report to the Linn County FSA office and show filed deed in order to receive the following if applicable: A. Allotted base acres. B. Any future government programs.
- D. PRIVATE SEWAGE DISPOSAL (SEPTIC) SYSTEM. SELLER(S) acknowledge that the private sewage disposal system located on the property is non-compliant. All private sewage disposal systems that are not in compliance with the minimum standards set forth in applicable ordinances and IAC Chapter 69 of the Iowa Administrative Code must be brought into compliance unless the residence served by the system is to be demolished. BUYER(S), at their expense will be responsible to upgrade, repair, or replace the private sewage disposal system to bring it into compliance with Linn County & Iowa DNR laws & regulations. Prior to closing, the BUYER shall acquire the proper paperwork required by the Linn County Sanitarian for the septic system.

- E. FINANCING CONTINGENCY. This auction sale is NOT contingent upon BUYER(S) financing or any other BUYER contingencies.
- F. If a BUYER is unable to close due to insufficient funds or otherwise, BUYER will be considered in default and the down payment will be forfeited.
- G. FENCING. The BUYER shall be responsible for any fencing in accordance with state law.
- H. If, in the future, a site clean-up is required, it shall be at the expense of the BUYER.
- I. All mineral rights, if any, held by SELLER(S) will be transferred upon closing.
- J. FARM TERMINATION NOTICE. If required, SELLER(S) will send a Notice of Termination of Farm Tenancy to any farm tenant prior to September 1, 2024, in accordance with the provisions of Chapter 562 of the Code of Iowa.

ACCEPTANCE. When accepted, this Agreement became a binding legal contract.

_____ DATE: _____, 2024
BUYER

_____ DATE: _____, 2024
BUYER

_____ ACCEPTED: _____, 2024
SELLER

_____ ACCEPTED: _____, 2024
SELLER

_____ ACCEPTED: _____, 2024
SELLER