



RESIDENTIAL PURCHASE AGREEMENT

TO: Ronald G. Koester Revocable Trust (SELLER)

The undersigned BUYER hereby offers to buy and the undersigned SELLER by their acceptance agrees to sell the real property situated in Fayette County, Iowa, locally known as _____, West Union, Iowa and legally described as:

PER 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 provided BUYER, on possession, are permitted to use the Property for residential purposes:

1. **PURCHASE PRICE.** The Purchase Price shall be \$_____ and the method of payment shall be as follows: 10% of the purchase price with this offer to be deposited upon acceptance of this offer and held in trust by Anne K. Wilson Law Office, PLLC as earnest money to be delivered to the SELLER up on performance of SELLER' obligations and satisfaction of BUYER' contingencies, if any; and the balance of the Purchase Price:

in cash at the time of closing, with a projected closing date of December 20, 2024/March 3, 2025, with adjustment for closing costs to be added or deducted from this amount.

This Agreement is not contingent upon BUYER obtaining such funds or any other BUYER contingencies.

2. **REAL ESTATE TAXES.**

- A. SELLER shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.
- B. SELLER shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (ending June 30, 2025) due and payable in the subsequent fiscal year (commencing July 1, 2025).

BUYER shall be given a credit for such proration at closing based upon the last known actual net real estate taxes payable according to public record. 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 millage rate, the 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.

C. BUYER shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS.

A. ~~SELLER shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance _____.~~

B. If "A" is stricken, then SELLER shall pay all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

C. 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.

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

E. BUYER shall pay all other special assessments.

4. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agree to maintain existing insurance and BUYER 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 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 timely perform all obligations, possession of the Property shall be delivered to BUYER **on December 20, 2024**/March 3, 2025 and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLER' possession shall be made as of the date of possession. Closing shall occur after approval of title by Buyer' attorney and vacation of the Property by SELLER, but prior to possession by BUYER. SELLER agree to permit BUYER to inspect the Property within 24 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYER 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: Piano (and music), Hutch (and contents), All furniture and wall décor (including Perseverance), all kitchen items, and Peder's tools.

The following items shall not be included: (SEE ADDENDUM)

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 in its present condition until possession, ordinary wear and tear excepted.
- B. BUYER acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.

8. ABSTRACT AND TITLE.

- A. SELLER, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, , 2024 and deliver it to BUYER' attorney for examination. It shall show merchantable title in SELLER in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYER when the purchase price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or their assignees.
- B. If one Buyer purchases more than one tract, the Seller shall only be obligated to furnish one abstract and deed (husband & wife and an LLC, Corporation, or other legal entity constitute one Buyer).

9. SURVEY.

- A. All Tracts will be surveyed by a licensed surveyor, at Seller's expense. Tract 1 & 2 will be sold by the acre with gross surveyed acres being the multiplier used to determine the total bid amount. Tract 3 will be sold lump sum price. In the event the final survey is not completed by auction day or if the recorded survey is different than the announced gross surveyed acres, adjustments to the final contract price will be made accordingly at closing only on Tracts 1 & 2, where the gross surveyed acres were used for the multiplier. No adjustments will be made to Tract 3, as it is selling lump sum price.
- B. BUYER may, at BUYER' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any 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. If the survey is required under Chapter 354, SELLER shall pay the cost thereof.
- C. This real estate auction is selling subject to final approval of the survey and subdivision requirements of the county, if required.

10. ENVIRONMENTAL MATTERS. (a) SELLER warrants 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 has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants 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 shall also provide BUYER 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:

Property contains Wells and Private Sewage Disposal Systems

Tract 3, due to this being a Trust, the Seller will be exempt from Time of Transfer Inspection of the septic, according to Iowa Code 455B.172(11). Any future inspections, upgrades, repairs, maintenance, or other matters to the septic system will be at the Buyer's expense in accordance with County & Iowa Laws & regulations.

(b) If in the future a site clean-up is required, it shall be at the expense of the Buyer.

- 11. DEED.** Upon payment of the purchase price, SELLER shall convey the Property to BUYER by Court Officers Deed free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYER.
- 12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If SELLER, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLER, then the proceeds of this sale, and any continuing or recaptured rights of SELLER in the Property, shall belong to SELLER as joint tenants with full rights of survivorship and not as tenants in common; and BUYER in the event of the death of any SELLER, agree to pay any balance of the price due SELLER under this contract to the surviving SELLER and to accept a deed from the surviving SELLER consistent with Paragraph 15.
- 13. JOINDER BY SELLER'S SPOUSE.** SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.
- 14. STATEMENT AS TO LIENS.** If BUYER intends to assume or take subject to a lien on the Property, SELLER shall furnish BUYER with a written statement prior to closing from the holder of such lien, showing the correct balance due.
- 15. 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.

16. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless Court approval is not required under Iowa law and title standards of the Iowa State Bar Association. If the sale of the Property is subject to Court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by N/A either party may declare this Agreement null and void, and all payments made hereunder shall be made to BUYER.

17. REMEDIES OF THE PARTIES.

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

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

19. CERTIFICATION. Buyer and Seller 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.

20. 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. 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.

21. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that the transfer is being made under

Iowa Code Chapter 633, by the fiduciary of a decedent's trust (Iowa Code 455B.172(11)(a) and (3)).

22. ADDITIONAL PROVISIONS: (check if applicable)

- A. SALE OF BUYER' PROPERTY. This Agreement is contingent upon the sale and settlement of the BUYER' property locally known as _____ on or before _____. If settlement has not been made by this date, the SELLER may rescind this Agreement by giving notice to BUYER that unless sale and settlement of BUYER' property is made within five (5) business days of such notice, then this Agreement shall be null and void. Unless SELLER give such written notice, this Agreement shall remain valid until the sale of BUYER' property.

SELLER reserve the right to continue to offer the Property for sale. Should SELLER receive another offer which they desire to accept, BUYER shall have _____ days from the delivery of written notice to waive the "contingency of sale." Notice from the BUYER to the SELLER, removing the contingency of sale, shall be timely delivered to the SELLER along with reasonable assurance that BUYER can complete the purchase without the sale of the property referenced above.

If BUYER do timely remove such contingency, this Agreement will remain in full force and effect (but without being contingent on the sale of BUYER' property). If BUYER do not timely remove such contingency, SELLER will immediately return to BUYER all earnest money paid, this Agreement will be of no further force and effect, and neither party will have any further obligation to the other hereunder.

- B. TERMITE INSPECTION. Buyer at their expense shall have the Property inspected for termites or other wood destroying insects by a licensed pest inspector prior to closing. If active infestation or damage due to prior infestation is discovered, SELLER shall have the option of either having the Property treated for infestation by a licensed pest exterminator and having any damage repaired to the BUYER' satisfaction or, declaring this Agreement null and void and returning all earnest money to BUYER. This provision shall not apply to fences, trees, shrubs or outbuildings other than garages. BUYER may accept the property in its existing condition without such treatment or repairs.

- C. WELL TEST. SELLER, at _____S' expense, shall provide BUYER, within _____ days after acceptance of this offer, a report issued by the county health department, or a qualified testing service, indicating the location of any well on the Property and that water from each well (1) is safe for its intended use and (2) is in sufficient quantity for its intended use. If BUYER receive an unsatisfactory report, the basis for which cannot be resolved between BUYER and SELLER within _____ days of receipt thereof, then upon written notice from BUYER to SELLER, this agreement shall be null and void and all earnest money paid shall be returned immediately to BUYER.

- D. RADON TEST. Within -_____ days after the date of acceptance of this offer, SELLER, at _____S' expense, shall have the property tested for the presence of Radon gas by a qualified professional and shall provide the written results of such test to BUYER within the same time period. If said results reveal the presence of Radon in the Property at a level greater than 4.0 pCi/L and SELLER do not agree to remediate the Property at SELLER' expense such that the Radon levels in the Property are reduced to a level below 4.0 pCi/L, then BUYER shall have the option to terminate this agreement, in which case all earnest money shall be returned to BUYER and this Agreement shall be of no further force or effect.

- E. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.
- F. OWNERS ASSOCIATION. If the property is subject to control by an association of owners, this Agreement is contingent upon the timely satisfaction or waiver of those conditions set forth on the Owners' Association Addendum attached hereto and by this reference made a part hereof. Buyer may, before closing and no later than ___ (__) days after receipt of all responsive documents, elect to cancel this Agreement by written notice of cancellation to Seller. If Buyer elect to so cancel this Agreement, then this Agreement shall be null and void and the earnest money paid by Buyer shall be refunded. In the event Buyer do not timely notify Seller of cancellation, this Agreement shall be binding and remain in full force and effect.
- G. OTHER:
1. Property is subject to a Farm Tenancy Lease which expires on March 1, 2025. SELLER has served a Termination of Farm Tenancy to the tenant, therefore, the land will be selling free and clear for the 2025 farming season.
 2. It shall be the obligation of the Buyer to report to the Fayette County FSA office and show filed deed in order to receive the following if applicable: A. Allotted base acres. B. Any future government programs. C. CRP Prorate. D. Final tillable acres to be determined by the FSA office, as FSA field lines overlap Tract lines.
 3. Buyer agrees to follow all requirements of conservation plans and practices required by the FSA to maintain eligibility in the Conservation Reserve Program. Buyer agrees to accept responsibility and liability for any actions by the Buyer which would endanger eligibility for the CRP or actions that would require repayment of the CRP payment or payments. Buyer further agrees to indemnify and hold harmless the Sellers for any recovery sought by the FSA due to actions of Buyer, which would violate the requirements of the CRP.
 4. BUYER shall be responsible for any fencing in accordance with state law.
 5. BUYER shall be responsible for installing his/her own entrances if needed or desired.
 6. All mineral rights, if any, held by Seller will be transferred to Buyer upon closing.
 7. This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.
 8. All lines, drawings, boundaries, dimensions and descriptions are approximations only based upon the best information available and are subject to possible variation. Sketches may not be drawn to scale and photographs may not depict the current condition of the property. Bidders should inspect the property and review all the pertinent documents and information available, as each bidder is responsible for evaluation of the property and shall not rely upon the Seller, Broker or Auctioneer, their Employees or Agents.
 9. BUYER acknowledges that they have carefully and thoroughly inspected the real estate and are familiar with the premises. The Buyer is buying this real estate in its "as is" condition and there are no expressed or implied warranties pertaining to the real estate.
 10. Steffes Group, Inc. is representing the Seller.
 11. Any announcements made or published the day of auction take precedence over advertising.

12.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before _____, this Agreement shall be null and void and all payments made shall be returned immediately to BUYER.

Accepted _____

Dated _____.

SELLER:

Anne K. Wilson, Trustee of the Ronald G. Koester Revocable Trust
Anne K Wilson Law Office, PLLC
1120 Depot Lane SE, Suite 100
Cedar Rapids, IA 52401
319.775.0136
Fax: 319.774.3995
awilson@annewilsonlaw.com

BUYER:

Buyer Name: _____

ADDENDUM FOR INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM

Buyer and Seller agree on the following initialed alternative to comply with the time of transfer inspection of private sewage disposal systems:

_____ There is a private sewage disposal system on this Property which serves the Property. Seller has obtained or shall obtain at Seller's expense within _____ days a certified inspector's report which documents the condition of the private sewage disposal system, that it is of sufficient capacity to serve the Property, that the continued use of the system is permitted, and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. Seller shall attach the inspection report to the Groundwater Hazard Statement to be filed at closing.

If Seller receives an unsatisfactory report, the basis of which cannot be resolved between Buyer and Seller within _____ days of delivery of a copy to Buyer, then upon written notice from Buyer to Seller, this agreement shall be null and void and all earnest money paid hereunder shall be returned immediately to Buyer.

_____ There is a private sewage disposal system on this Property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. Buyer shall execute a binding acknowledgment with the County Board of Health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. Buyer shall attach a copy of the binding acknowledgment to the Groundwater Hazard Statement to be filed at closing. When the inspection is completed, an amended Groundwater Hazard Statement shall be filed with the certified inspection and shall include the document numbers of both the real estate transfer document and the original Groundwater Hazard Statement

Seller agrees at closing to deposit the sum of \$ _____ Dollars into escrow with _____ ("Escrow Agent") to reimburse Buyer for expenses incurred for the cost of the inspection and any required modifications to the private disposal system. Escrow Agent shall pay to Buyer, up to the amount held in escrow, amounts for required modifications after any such modifications are completed and upon submission to Escrow Agent of a detailed invoice. If no modifications are required, the entire escrow account shall be returned to Seller. Any funds remaining in the escrow account after any required modifications shall be returned to Seller. Seller shall not be responsible for any cost in excess of the escrow deposit.

_____ There is a private sewage disposal system on this Property. The building to which the sewage disposal system is connected will be demolished without being occupied. Buyer shall execute a binding acknowledgement with the county board of health to demolish the building within an agreed upon time period. Buyer shall attach a copy of the binding acknowledgement to the Groundwater Hazard

Statement to be filed at closing.

- There is a private sewage disposal system on this Property. The private sewage disposal system has been installed within the past two years pursuant to permit number.
- There is a private sewage disposal system on the Property, but there is an exemption from inspection under Iowa Code 455B.172(11)(a) and (3)).