

## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 20<sup>th</sup> day of January, 2026, by and between Gary E. Wiegard, Jon M. Wiegard and Alan L. Wiegard, hereinafter referred to as "Sellers", and \_\_\_\_\_, hereinafter referred to as "Buyer(s)".

1. The Sellers hereby covenant and agree that if the Buyer(s) shall first make the payments (the prompt performance of said payments being a condition precedent and time being the essence of said condition) the Sellers will convey to the Buyer(s) in fee simple, clear of all encumbrances whatsoever, by a good and sufficient Warranty Deed, situated in Des Moines County, State of Iowa, and legally described as follows:

Lot No. 2, containing 27.77 Acres, in the E ½ of the SE ¼ of Section 25; and E ½ of the NE ¼ of Section 36; all in Township 71 N., Range 2 W. 5thP.M., in Des Moines County, Iowa.

SUBJECT to Established Roads and SUBJECT to Easements, Agreements or Restrictions of Record.

EXCEPT the following described tract:

Parcel "A" in part of the Northeast Quarter of the Northeast Quarter of Section 35, Township 71 North, Range 2 West of the 5<sup>th</sup> P.M., in Des Moines County, Iowa as described in Survey filed January 20, 2010, recorded as Doc. No. 2010-000273 in the Office of the County Recorder of Des Moines County, Iowa.

2. The Buyer(s) covenant and agree to pay to the Sellers as the purchase price for said real estate the sum of \$\_\_\_\_\_ of which ten percent (10%) or \$\_\_\_\_\_ will be paid to the Sellers upon execution of this agreement, receipt of which is hereby acknowledged by the Sellers. The balance of \$\_\_\_\_\_ shall be due and payable in full by Buyer(s) to Sellers on the date of Closing, which will be on or before March 6, 2026.

3. Possession of said real estate shall be given to the Buyer(s) at Closing subject to current lease. Sellers have given the tenant the required notice under Iowa law and the farm is selling free and clear for the 2026 farming season.

4. The Sellers agree that the property will be in as good condition at the time of delivery of possession to the Buyer(s) as it is at the time of the execution of this agreement, natural wear and tear and loss or damage by fire, explosion, wind, lightning (without limitation as to the foregoing) or other casualty excepted.

5. Taxes shall be prorated to the date of possession, based on the last available tax statement and all prior taxes and will be the responsibility of the Sellers. All subsequent real estate taxes will be the responsibility of the Buyer(s). All pro-rates are final.

6. The Sellers agree to furnish the Buyer(s) with an abstract showing merchantable title to said premises vested in the Sellers, subject only to the exceptions herein set out, in reasonable time for examination and approval thereof before the date conveyance is to be made. If there is any defect in said title, the transaction shall nevertheless be consummated by payment

of the purchase price and delivery of the deed; provided, however, that a sufficient portion of the purchase money shall be placed in escrow to protect the Buyer(s) and provide ample security to secure the delivery of merchantable abstract and deed.

7. It is agreed between the parties that the property which is the subject of this contract is being sold "as is" and the Sellers make no warranties, expressed or implied, as to the condition of the property. The Buyer(s) acknowledge that he/she has carefully and thoroughly examined the real estate and is familiar with the premises.

8. The real estate which is the subject of this agreement is subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws. The Buyer(s) is responsible for any fencing in accordance with Iowa law. The Buyer(s) is responsible for installing any entrances if required. All mineral rights, if any, will be transferred to Buyer(s) at Closing.

9. If, in the future a site cleanup is required, it will be the expense of the Buyer(s).

10. In case of suit in equity or action at law to enforce any terms hereof, or the foreclosure of this contract, it is agreed that a reasonable attorney's fee shall be taxed as part of the costs thereof.

11. In case of the failure of the Buyer(s) to make the payment herein provided to be made, or the Buyer(s)' failure to perform any of the obligations herein contained, the Sellers may at the Sellers' option and in addition to all other remedies available to the Sellers, either at law or in equity, declare a forfeiture of the Buyer(s)' rights hereunder and the Buyer(s) shall forfeit down payment made on this contract.

12. Buyer(s) agree to follow all requirements of conservation plans and practices required by the FSA to maintain eligibility in the Conservation Reserve Program. Buyer(s) agree to accept responsibility and liability for any actions by the Buyer(s) which would endanger eligibility for the CRP or actions that would require repayment of the CRP payment or payments. Buyer(s) further agree to indemnify and hold harmless the Sellers/tenant for any recovery sought by the FSA due to actions of Buyer(s), which would violate the requirements of the CRP. In the event the Buyer(s) elect to take the ground out of CRP, the Buyer(s) will be responsible to the Sellers/tenant for any prorate of the CRP payment that the Sellers/tenant would have received.

13. It shall be Buyer(s) responsibility to report to the Des Moines County FSA Office and show filed deed to receive the following, if applicable: (a) Allotted base acres; (b) Any future government programs; (c) Prorate of CRP.

14. This agreement is not subject to any contingencies.

15. No survey will be provided by Sellers.

16. Both the Buyers and Seller understand and agree that should either party elect to use this property as part of a tax deferred exchange using a qualified intermediary under Section

1031 of the Internal Revenue Code of 1986, as amended, both parties shall cooperate with the other party to facilitate said exchange and shall sign or procure any document reasonably requested to effectuate said exchange provided there is no additional cost or liability to the party not involved in the exchange.

17. Steffes Group, Inc is representing only the Sellers.

18. It is mutually agreed that the covenants in this agreement shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties hereto.

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Gary E. Wiegard, SELLER

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BUYER

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Jon M. Wiegard, SELLER

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BUYER

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Alan L. Wiegard, SELLER

Alyssa R. Stewart  
Attorney for Seller  
P.O. Box 1339  
Burlington, IA 52601  
319-754-7585

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number of Buyer

\_\_\_\_\_  
Attorney for Buyer