

## OFFER TO PURCHASE

(Approximately 153.42 Acres – Seventy-Six Township, Muscatine County, Iowa)

To: Weldon Barnhart Family Trust ("Seller")

The undersigned, \_\_\_\_\_, and/or assigns (hereinafter designated as "Buyer"), hereby offers to purchase for the total sum of \$\_\_\_\_\_ ("Purchase Price"), and upon the herein contained terms and conditions, the real estate located in Muscatine County, Iowa, described as follows ("Property"):

The Northwest Quarter of Section 10, Township 76 North, Range 3 West, of the 5<sup>th</sup> P.M., except Parcel D, per plat of survey recorded as Document No. 2018-04876 in the Muscatine County Recorder's Office:

(Muscatine County Tax Parcel Nos. 1210100005, 1210100001 and 1210100002)

### I. PAYMENT TERMS:

The Purchase Price shall be paid by Buyer paying \$\_\_\_\_\_ ("Earnest Money"), submitted herewith, to be held until closing in the Trust Account of Eichelberger Law Office PC, receipt of which is acknowledged, with the balance of \$\_\_\_\_\_ payable in full upon delivery of a Trustee Warranty Deed at the time of closing.

### II. GENERAL TERMS AND CONDITIONS:

(A) Evidence of Title. Seller shall furnish to Buyer satisfactory evidence of merchantable title to the Property, which shall be an abstract of title in accord with title standards of Muscatine County Bar Association. The title to be conveyed to Buyer shall be free and clear of all liens and encumbrances not herein specifically waived or agreed to be assumed by Buyer, except existing easements, covenants, restrictions, encroachments and applicable zoning regulations. Conveyance of title shall be by Trustee Warranty Deed. The abstract of title shall be submitted to Buyer's attorney for examination as soon after this date as reasonably possible, and any objections to title raised by Buyer's attorney shall be made in writing as soon thereafter as reasonably possible, so that same may be cured on or before the date of closing.

(B) Closing. Closing of this transaction shall be on or before June 16, 2023.

(C) Possession. Possession of said Property shall be given at the time of closing, subject to the rights of the tenant in possession.

(D) Taxes and Rent.

(i) Property taxes shall be prorated between the parties as of the date of closing in the manner normally used by the members of the Muscatine County Bar Association, using the last available tax statement. Seller shall pay any unpaid real estate taxes payable in prior years.

(ii) Seller has already received the first half of the 2023 farm rent from the Tenant. The Buyer shall be entitled to receive the second half of the 2023 farm rent directly from the tenant.

(E) Assessments. Seller shall pay special assessments against the Property, which are liens thereon as of the date hereof. Buyer shall pay all subsequent special assessments and charges, including those for work in process on the date of this Offer.

(F) Condition of Property. The 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.

(G) Default. If Buyer herein fails to fulfill Buyer's part of this agreement after the same has been accepted by Seller, then Buyer shall forfeit the Earnest Money made herewith in full. In addition, Buyer shall be liable for any costs incurred, including reasonable attorney's fees. If Seller herein fails to fulfill its part of this agreement after the same has been accepted by Buyer, then Seller shall return the Earnest Money made herewith in full and shall be liable for any costs incurred, including reasonable attorney's fees.

(H) Attorney Fees. In the event that any party to this agreement commences litigation as a result of the terms of this agreement, then the losing party in that litigation shall pay the reasonable attorney's fees sustained by the prevailing party(s).

(I) Exchange. Seller agrees to cooperate with Buyer if Buyer attempts to qualify this transaction as a part of an exchange of property under the provisions of Internal Revenue Code Section 1031. Buyer's performance under this Offer is not conditioned on the Buyer's ability to affect said exchange.

(J) Additional Provisions.

(i) Steffes Group, Inc. is representing Seller in this transaction. However, in addition to the Purchase Price, at closing the Buyer shall also pay to Steffes Group, Inc. a Buyer's Premium equal to 5.0% of the Purchase Price.

(ii) Buyer's obligations under this agreement are not contingent on Buyer's ability to obtain financing or any other contingencies.

(iii) Any future site clean-up of the Property, if required, shall be at the expense of the Buyer.

(iv) The Buyer shall be responsible for any fencing around the property in accordance with state law.

(v) It shall be the obligation of the Buyer to report to the Muscatine County FSA office and show the recorded Deed in order to receive the following if applicable:

1. Allotted base acres; and
2. Any future government programs.

(vi) The Property is rented for the 2023 farming season on a cash rent basis with a bonus formula. The Buyer will receive the second half base rent payment and bonus (if applicable) for 2023. The tenant will pay the second half base payment to the Buyer of \$17,500.00, due November 1, 2023, and the bonus

formula payment is due December 15, 2023. It shall be the responsibility of the Buyer to serve the tenant with a lease termination notice prior to September 1, 2023, if so desired. The current lease has a lime reimbursement provision, which states that if the tenant does not lease the farm for five years after lime is applied, then the landlord shall reimburse the tenant on a prorated basis. Buyer acknowledges that Buyer has had the opportunity to review the written lease prior to signing this Offer to Purchase.

(vii) The Seller shall not be obligated to furnish a survey.

(viii) The Buyer shall be responsible for installing Buyer's own entrances to the Property, if needed or desired.

(ix) The LP tank located on the Property is included in the sale. No farm equipment currently located on the Property is included in the sale.

**THIS IS A LEGALLY BINDING CONTRACT. BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THE ENTIRE DOCUMENT AND THAT YOU HAD THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE.**

Offer made this May \_\_\_\_, 2023.

Buyer:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Present address is \_\_\_\_\_.

Buyer's attorney is \_\_\_\_\_.

Seller accepts this Offer on the May \_\_\_\_, 2023.

Seller:

Weldon Barnhart Family Trust

By \_\_\_\_\_

Johnathan Holthe  
Senior Vice President  
Senior Trust Officer  
CBI Bank & Trust, Trustee