

OFFER TO BUY REAL ESTATE AND ACCEPTANCE

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by acceptance agrees to sell to BUYERS the real property legally described as follows:

**The Northeast Quarter of the Southeast Quarter of Section Twenty-seven (27),
Township Seventy-one (71) North, Range Twenty-four (24) West of the 5th P.M.
Clarke County, Iowa;**

Consisting of 38 acres, more or less, subject to public highways, easements, covenants, conditions and restrictions of record, herein referred to as the "Property," upon the following terms and conditions.

1. **PURCHASE PRICE.** The Purchase Price shall be \$_____ (BUYERS' initials _____; SELLER'S initials _____). The method of payment shall be as follows: \$_____ (BUYERS' initials _____; SELLER'S initials _____) (*minimum of 10% of Purchase Price required*) down payment with this offer, to be deposited and held in trust by Simmons Perrine Moyer Bergman PLC as earnest money and delivered to the SELLERS at closing, and the balance of the Purchase Price, in cash or equally available funds at Closing.

This Agreement is not contingent on BUYER securing financing for the purchase of the Property.

2. **REAL ESTATE TAXES.** SELLERS shall pay the 2022 fiscal year real estate taxes and any unpaid real estate taxes payable in prior years. At closing SELLERS shall pay BUYERS, or BUYERS shall be given a credit for the prorated share of real estate taxes for the 2023 fiscal year, prorated to the date of Closing, based upon the last known actual net real estate taxes payable according to public records.

3. **SPECIAL ASSESSMENTS.** SELLERS shall pay at time of closing 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. BUYERS shall pay all other special assessments or installments not payable by SELLERS.

4. **RISK OF LOSS AND INSURANCE.** SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs.

5. **POSSESSION AND CLOSING.** If BUYERS timely perform all obligations, Closing shall take place, and possession of the Property shall be delivered to BUYERS, as soon as possible after completion of BUYERS' title examination, on a date mutually agreed upon by the parties, but in any case not later than **December 15, 2023**.

This transaction shall be considered closed upon the delivery of the title transfer documents to BUYERS and receipt of all funds then due at closing from BUYERS under the Agreement.

6. **CONDITION OF PROPERTY.** The Property as of the date of this Agreement, including buildings, grounds, and all improvements, if any, will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted. SELLERS make no warranties, expressed or implied, as to the condition of the property. All fences, if any, on the Property are being sold by

SELLERS and purchased by BUYERS in "AS IS, WHERE IS" condition with no obligation on the part of SELLERS to build or replace any fences on the Property.

BUYERS acknowledge that they or their representatives have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition, based on BUYERS' own judgment and not on any representations of SELLERS or any SELLERS' representative. BUYERS acknowledge and agree that BUYERS are purchasing the Property "AS IS, WHERE IS" with no representations or warranties whatsoever from SELLERS or any SELLER representative, expressed or implied, as to the Property, the Property's current or future market value, the Property's current or future suitability for any use or purpose, the location of the Property's boundaries, the environmental condition of the Property, or the condition of structures, if any, on the Property, including without limitation, buildings, fences or any other thing whatsoever that is to be conveyed from SELLERS to BUYERS pursuant to this Agreement.

BUYERS further acknowledge and agree that SELLERS make no warranties or representations, expressed or implied as to the existence of legal access to the Property.

7. **SURVEY.** BUYERS understand and agree that existing fences on the Property may or may not identify the actual legal boundary of the Property. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor so long as such survey work does not cause unreasonable delay in the Closing date. In any event, the parties agree that the Purchase Price will not be revised as a result of any such survey.

8. **ABSTRACT AND TITLE.** SELLERS, at SELLERS' expense, shall promptly obtain an abstract of title to the Property continued through a date not greater than 90 days prior to the date of acceptance of this Agreement, and deliver it to BUYERS' attorney for examination. It shall show marketable title in SELLERS in conformity with this Agreement, Iowa law, and land title standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed more than 30 days due to SELLERS' 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 and after the other party has failed to cure within the ten-day period. The abstract shall become the property of BUYERS when the Purchase Price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS.

9. **DEED.** Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by 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 BUYERS.

10. **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.

11. **BUYERS' REPRESENTATION AND WARRANTY; FINANCING.** By entering into this Agreement, BUYERS represent and warrant to SELLERS that BUYERS have secured the necessary financing for the timely purchase of the Property according to the terms and for the purchase price set forth in this Agreement.

12. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty (30) days' written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS 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 SELLERS fail to timely perform this Agreement BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLERS 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.

13. 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 as to the parties at the following addresses:

To SELLERS: Attn: Perry A. Heston and Reva M. Heston
P.O. Box 106
Southwest City, MO64863

Copy to: Nicolas AbouAssaly
Simmons Perrine Moyer Bergman PLC
115 – 3rd Street, Suite 1200
Cedar Rapids, IA 52401
(319) 896-4003
Nick@spmbllaw.com

To BUYER: (name) _____
(address) _____
(email) _____

14. 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, supersedes all prior communications, negotiations, discussions, representations, brochures or information regarding the Property and shall not be amended except by a written instrument duly signed by SELLERS and BUYERS. 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.

15. ADDITIONAL PROVISIONS.

- A. 1031 Exchange. If either party so elects, each party agrees to cooperate with the other party to effectuate a "like-kind exchange" pursuant to Section 1031 of the Internal Revenue Code, as amended and the applicable Treasury Regulations thereto. The Parties agree that either party may assign this Agreement to a nominee or qualified intermediary ("Nominee") to act in place of the assigning party in order to effectuate a deferred like-kind exchange or a reverse like-kind exchange pursuant to Section 1031 of the Internal Revenue Code, as amended. Any such assignment shall be in writing. Upon assignment of this Agreement to Nominee and Nominee's written assumption of the assigning party's obligations hereunder, Nominee shall substitute for the assigning party under this Agreement. The Parties shall not be obligated to incur any cost, expense, liability, obligation, or other financial or legal exposure with respect such 1031 exchange and such 1031 exchange shall not otherwise change the manner of calculating the Closing under this Agreement.
- B. Conservation Programs. The Property, or a portion thereof, is enrolled in the conservation reserve program, conservation reserve enhancement program or other government sponsored conservation programs (these programs being collectively referred to as "CRP Program"), and the following shall apply:
- (i) BUYERS acknowledge and agree that BUYERS are purchasing the Property subject to all of the terms, conditions and restrictions of the CRP Program including any easements, contracts or other documentation currently in effect. BUYERS shall (i) assume all obligations under, and accept assignment of, any and all CRP Program contracts in effect on the date of Closing; (ii) take all steps necessary in cooperation with SELLERS to document such assumption and assignment with the relevant Farm Service Agency; (iii) from and after the date of Closing, perform and fully comply with all terms, conditions and restrictions of the CRP Program and all contracts and documents relating to said CRP Program; and (iv) indemnify, defend and hold SELLERS harmless from any liability, claim, cause of action, penalty, fine, assessment, fee, cost, or expense, including without limitation SELLERS' attorney fees and expenses, arising out of or resulting from any breach, violation or premature termination of said CRP Program contracts after the date of Closing. The obligations, agreements, warranties and representations of BUYERS in this paragraph shall survive the Closing of the sale of the Property and shall be a continuing obligation of BUYERS during the term of the existing CRP Program contracts.
 - (ii) Payments pursuant to any CRP Program contracts for the current contract year shall be prorated through the date of recording of the Deed from SELLERS to BUYERS.
- C. Representation. BUYERS acknowledge that, in preparing this Agreement, the law firm of Simmons Perrine Moyer Bergman PLC is representing the interests of the SELLERS only and, as such, has no duty or obligation whatsoever toward BUYERS. BUYERS have not relied on said law firm in any manner in entering into this Agreement.
- D. Real Estate Agents. BUYERS acknowledge that Steffes Group represents the interests of SELLERS only.
- E. Acceptance. When accepted by both BUYERS and SELLERS, this Agreement shall become a binding contract.

CLARKE COUNTY PARCEL #1

- F. Multiple Counterparts. This Agreement may be executed in multiple counterparts, all of which together shall constitute the original Agreement.
- G. Signatures. Facsimile or electronic signatures shall be acceptable as originals pending receipt of original signed documents by U.S. mail within a reasonable period of time.

**THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.**

SELLERS

_____, 2023

SELLERS

Perry A. Heston

Reva M. Heston

BUYERS

_____, 2023

1ST BUYER

Sign Name: _____

Print Name: _____

2ND BUYER

Sign Name: _____

Print Name: _____