

**OFFER TO BUY REAL ESTATE AND ACCEPTANCE  
(NONRESIDENTIAL)**

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Henry, Iowa, locally known as 106.64 acres m/l in Section 2 Tippecanoe Township and legally described as:

Southwest Quarter of the Southeast Quarter lying North of the C.B. & Q. Ry. Co. R.O.W.; Northwest Quarter of the Southeast Quarter; North ½ of Southwest Quarter lying North of C.B. & Q. Ry. Co. R.O.W.; That part of the Southwest Quarter of the Northwest Quarter lying South of the old C.B. & Q. Ry. Co. R.O.W.; Southwest Quarter of the Northeast Quarter lying South of old U.S. Highway 34, all being in Section 2-71-7. Subject to the easement for road purposes granted to Henry County, Iowa, as recorded in Book 2001, Page 1209, and in Book 2001, Page 1208.

EXCEPT: A parcel of land located in the Northwest Quarter Southeast Quarter and Southwest Quarter Northeast Quarter of Section 2-71-7 more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of Section 2, Township 71 North, Range 7 West, Henry County, Iowa; thence N 90 deg. 00 min. W along the north line of said Southeast Quarter a distance of 1868.8 feet to the P.O.B.; thence N 12 deg. 01 min. E a distance of 210.1 feet to a point on the centerline of Old Primary Highway No. 34; thence northwesterly a distance of 189.4 feet following said centerline on a 4 deg. Curve concave northerly with a long chord of 189.2 feet bearing N 56 deg. 21 min. W; thence S 12 deg. 27 min. W a distance of 482.9 feet to an iron pipe; thence S 85 deg. 39 min. E a distance of 181.3 feet to a brace post; thence N 12 deg. 01 min. E a distance of 178.9 feet to the P.O.B., containing 1.78 acres more or less of which approximately 0.14 acre is present established highway right-of-way. Subject to all existing easements of record including those easements specifically set out in a warranty deed filed March 4, 1970 in Book 301 at page 153, Office of the Recorder of Henry County, Iowa.

AND FURTHER EXCEPT:

Auditor's Parcel "2011-014" in part of the SW ¼ of the Fractional (FRL.) NE ¼ and part of the NW ¼ SE ¼ all in Section 2-71-7, Henry County, Iowa, described as follows: Beginning at the northeast corner of said NW ¼ SE ¼ of Section 2; thence South 00°59'37" East, along the east line of said NW ¼ SE ¼ of Section 2, a distance of 591.82 feet; thence South 87°58'07" West, 745.74 feet; thence North 00°07'10" East, 340.26 feet; thence North 52°26'44" West, 60.24 feet; thence North 10°09'48" East, 52.84 feet; thence South 87°56'12" East, 181.38 feet; thence North 09°42'25" East, 384.64 feet; thence 553.98 feet along the centerline of county road "Old Highway 34" and along a segment of a 1568.77 foot radius curve, concave northeasterly, said segment is subtended by a 551.10 foot chord bearing South 72°44'05" East; thence South 00°59'37" East, along the east line of said SW ¼ FRL. NE ¼ of Section 2, a distance of 19.86 feet to the POINT OF BEGINNING containing 10.72 acres, more or less, of which approximately 0.64 acre is public road right-of-way. The above bearings are based on a single point initialized GPS based meridian and all distances are horizontal ground distances. Together with all right, title and interest in and to the perpetual easement for ingress and egress over the abandoned CB & Q railroad right-of-way in the southwest corner of the E ½ NW ¼ lying South of the public highway in Section 2, Township 71 North, Range 7 West, Henry

County, Iowa.

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: **20% down payment** with this offer, to be deposited upon acceptance of this offer and held in trust by **Miller Client Trust** as earnest money, to be delivered to the SELLERS upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price, as follows: cash to be paid at Miller Law Offices, 119 N Court, Fairfield, IA 52556 on date of closing.

2. **REAL ESTATE TAXES.** Sellers shall pay pro-rata and taxes due and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes.

Unless otherwise provided in this Agreement, at closing SELLERS shall pay BUYERS, or BUYERS 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. SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance.

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. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS 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 BUYERS timely perform all obligations, possession of the Property shall be delivered to Buyers on **February 27, 2015**, and any adjustments of rent, insurance, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYERS and vacation of the Property by SELLERS, but prior to possession by BUYERS.

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. Also included shall be the following:

7. **CONDITION OF PROPERTY.** The property as of the date of this Agreement, including buildings, grounds, and all improvements, 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. Property is sold "AS IS".

8. **ABSTRACT AND TITLE.** SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through 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 title standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed 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. 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, including transfers by or the death of SELLERS or their assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

9. **SURVEY.** Sale and transfer of property is not subject to a survey.

10. **ENVIRONMENTAL MATTERS.**

A. SELLERS 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. SELLERS shall also provide BUYERS 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:

11. **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.

12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS 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. 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.

15. 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 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.

16. 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 given below.

17. 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 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.

18. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

19. ADDITIONAL PROVISIONS:

- a. Seller will escrow rent of \$170/acre on 75.28 acres. 1<sup>st</sup> half to be credited at closing to buyer, 2<sup>nd</sup> half to be paid on September 1, 2015. Seller reserves the right to collect rent

from current tenant for 2015. Buyer responsibility to terminate tenancy on or before September 1, 2015.

- b. It shall be the obligation of the buyer to report to the Henry 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. The buyer shall be responsible for any fencing in accordance with Iowa state law.
- d. The buyer shall be responsible for installing his/her own entrances if needed or desired.
- e. If in the future a site clean-up is required it shall be at the expense of the buyer.
- f. There is a perpetual easement from the adjoining land owner (E ½ NW ¼ lying South of the public highway of Section 2, Township 71 North, Range 7 West, Henry County, Iowa), for an easement for ingress and egress over and across the old CB&Q Railroad right-of-way on the southwest corner of the adjoining land owner's property.
- g. This real estate is selling subject to any and all covenants, restrictions, encroachments and easement, as well as all applicable zoning laws.
- h. The buyer(s) acknowledges that he/she has carefully and thoroughly inspected the real estate and is familiar with the premises. The buyer(s) is buying the real estate in its "as is" condition and there are no expressed or implied warranties pertaining to the same.
- i. Any announcements made the day of sale take precedence over advertising.

Accepted \_\_\_\_\_  
SELLERS

Dated \_\_\_\_\_  
BUYERS

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Print Name \_\_\_\_\_  
SS# \_\_\_\_\_

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