

**OFFER TO PURCHASE
(2011 Bayfield Road)**

To: Donne L. Wagner and Sally A. Wagner ("Sellers")

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, real estate located in Muscatine County, Iowa, described as follows ("Property"):

The South 400 feet of the Southwest Quarter of the Southwest Quarter of Section 14, in Township 77 North, Range 3 West of the 5th P.M., in Muscatine County, Iowa; subject to an easement along the East 30 feet thereof, which provides access to the adjoining property located in Sections 14 and 15, Township 77 North, Range 3 West of the 5th P.M., in Muscatine County, Iowa.

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 Warranty Deed at the time of closing.

II. GENERAL TERMS AND CONDITIONS:

(A) Evidence of Title. Sellers 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 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 December 18, 2017.

(C) Possession. Possession of said Property shall be given at the time of closing.

(D) Taxes and Rent. 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.

(E) Assessments. Sellers 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 Property is being sold in its "AS IS" condition; with no representations or warranties, except as to title. Buyer has been given the opportunity to inspect the Property, and Buyer accepts the Property in its condition as of that inspection.

(G) Septic Tank and Drain Field. There is a septic tank and drain field (the "Septic System") located on the Property. The parties acknowledge that as a part of this transaction, Muscatine County requires that the Septic System be inspected, and if not found to be functioning at the time of the inspection, the Septic System must be repaired or replaced. Sellers agree, at Sellers' expense, to cause the Septic System to be inspected, and if necessary, repaired or replaced to pass the inspection.

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

(I) 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).

(J) Fixtures. All fixtures presently installed on the Property shall be left by Sellers in or upon said Property exactly as they are as of the date of this agreement, and shall be deemed a part of the Property and title thereto shall pass to Buyer at closing.

(K) Exchange. Sellers agree 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.

(L) Additional Provisions.

1. Steffes Group, Inc. is representing Sellers in this transaction.
2. Buyer's obligations under this agreement are not contingent on Buyer's ability to obtain financing or any other contingencies.
3. Any future site clean-up of the Property, if required, shall be at the expense of the Buyer.
4. The Buyer will be responsible for 100% of the fencing around the Property, if needed or desired.
5. Included with the sale are the Amana refrigerator, Whirlpool gas stove, Whirlpool microwave, KitchenAid dishwasher, water softener and 1,000 LP tank.

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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 November 3, 2017.

Buyer:

Signature

Signature

Print Name

Print Name

Present address is _____.

Buyer's attorney is _____.

Sellers accept this Offer on the 3rd day of November, 2017.

Sellers:

Donne L. Wagner

Sally A. Wagner