



REAL ESTATE CONTRACT - SHORT FORM
THE IOWA STATE BAR ASSOCIATION
Official Form No. 143
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Dan A. Moore, 501 Pierce Street, #300, P.O. Box 3207, Sioux City, Iowa 51102-3207
(712) 252-0020

Taxpayer Information: (Name and complete address)

Return Document To: (Name and complete address)

Dan A. Moore, P.O. Box 3207, Sioux City, Iowa 51102-3207

Grantors:

Winter Properties, L.L.C., an Iowa
limited liability company

Grantees:

Legal description: See Page 2

Document or instrument number of previously recorded documents:



**REAL ESTATE CONTRACT
(SHORT FORM)**

IT IS AGREED between Winter Properties, L.L.C., an Iowa limited liability company, 17638 Fir Avenue, Akron, Iowa 51001 ("Sellers"); and

_____ ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Plymouth County, Iowa, described as:

Tract #1: 8,500 Head Feedlot and Feed Mill on 200 Acres, more or less, located at 17638 Fir Avenue, Akron, Iowa, in Section 9, Johnson Township, Plymouth County, Iowa.

The Real Estate was platted into Lots 1, 2, 3 and 4, Winter Feedlots, a minor subdivision to Plymouth County, Iowa by platting proceedings dated December 13, 2005 and filed for record December 14, 2005 in Book 2005, Page 5940 in the Plymouth County, Iowa Recorder's Office.

Seller shall not be obligated to furnish a survey of Tracts #1, #2 and #3. Buyers shall be responsible and shall pay for any surveys,

with any easements and appurtenant servient estates, but subject to the following:

- a. any zoning and other ordinances;
- b. any covenants of record;
- c. any easements of record for public utilities, roads and highways; and
- d. (consider: liens; mineral rights; other easements; interest of others.)

any easements of record

(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is _____ Dollars (\$ _____)

of which [20% down payment required] _____ Dollars (\$ _____)

has been paid. Buyers shall pay the balance to Sellers at _____ or as directed by Sellers, as follows:

in cash or immediately available funds at closing as set forth below.

2. **INTEREST.** Buyers shall pay interest from the closing date on the unpaid balance, at the rate of 5.0 percent per annum, payable _____. Buyers shall also pay interest at the rate of 10.0 percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** Sellers shall pay:
that portion of the 2018-19 Fiscal Year Real Estate Taxes (July 1, 2018 to June 30, 2019 payable in September 2019 and March 2020) prorated to the date of possession and

any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract _____. All other special assessments shall be paid by Buyers.

5. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on February 4, 2019, provided Buyers are not in default under this contract. Closing shall be on February 4, 2019.

6. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract _____ and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. 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.

8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as ~~light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, walk-in walk-out carpeting, built-in items and electrical service, cable, outside television towers and antennas,~~ fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)

No exceptions.

Seller

9. **CARE OF PROPERTY.** ~~Buyer~~ Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.

10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. **REMEDIES OF THE PARTIES.**

a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said

property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

~~13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a title holder, immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.12 of the Iowa Code and agrees to execute the deed for this purpose.~~

14. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

~~15. PERSONAL PROPERTY. If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.~~

16. **CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. **RELEASE OF RIGHTS.** Each of the Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

18. **CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: December , 2018

BUYERS

Dated: December , 2018

BUYERS

19. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** ~~Delete inappropriate alternatives below if no deletions are made, the provisions set forth in Paragraph A shall be deemed selected~~ See 1 in Addendum

(a) ~~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.~~

(b) ~~The Property is served by a private sewage disposal system, on there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~

(c) ~~Seller and Buyer agree that this transaction is exempt from the time of transfer inspection requirements by reason that _____.~~

20. ADDITIONAL PROVISIONS.

See Exhibit "A" attached hereto and by this reference made a part hereof.

Dated: December 11, 2018
Winter Properties, L.L.C.
an Iowa limited liability company, SELLER

By: _____
Scott G. Winter, Manager, ~~SELLER~~

_____, BUYER

By: _____
Stacey L. Winter, Manager, ~~SELLER~~

_____, BUYER

CORPORATE NOTARY

STATE OF IOWA, COUNTY OF PLYMOUTH

This record was acknowledged before me on December, 2018, by _____

Scott G. Winter

as Manager

of Winter Properties, L.L.C., an Iowa limited liability company.

Signature of Notary Public

STATE OF IOWA, COUNTY OF PLYMOUTH

This record was acknowledged before me on December, 2018, by _____

Stacey L. Winter

as Manager

of Winter Properties, L.L.C., an Iowa limited liability company.

Signature of Notary Public

~~STATE OF _____, COUNTY OF _____~~

~~This record was acknowledged before me on _____, by _____~~

~~as _____~~

~~of _____.~~

~~_____
Signature of Notary Public~~

Addendum

1. 19. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Buyers and Sellers agree on the following to comply with the time of transfer inspection of private sewage disposal systems:

There are private sewage disposal systems on this Real Estate which serve the Real Estate. Prior to closing, Buyers shall obtain at Buyers' expense a certified inspector's report which documents the condition of the private sewage disposal systems, that they are of sufficient capacity to serve the Real Estate, that the continued use of the systems is permitted, and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. Sellers shall attach the inspection report to the Groundwater Hazard Statement to be filed at closing. Buyers shall be responsible for any required modifications to the private sewage disposal systems as identified by the certified inspection, at Buyers' expense.

EXHIBIT "A"

20. ADDITIONAL PROVISIONS:

- A. Buyers of the feedlot (Tract #1) will be required to purchase from Sellers the feed, silage, corn syrup and bedding inventory at time of closing at current market value.
- B. All current cattle contracts will transfer to Buyers on the day of Tract #1 closing.
- C. The tillable ground is selling free and clear for the 2019 farming season.
- D. It shall be the obligation of Buyers to report to the Plymouth County FSA office and show the filed deed in order to receive the following if applicable: 1. Allotted base acres; 2. Any future government programs; 3. Final tillable acres will be determined by the Plymouth County FSA office.
- E. Sellers shall not be obligated to furnish a survey.
- F. If the purchaser of Tract #1 does not purchase Tract #3, Tract #3 shall be sold subject to an easement in favor of Tract #1 allowing the owner of Tract #1 to operate its irrigation equipment on the property and the purchaser of Tract #3 shall be required to accept the liquid effluent from the feedlot on Tract #1 and will pay for the nutritional value of the effluent spread on the property.
- G. This contract is not contingent upon Buyers' financing or any other Buyers' contingencies.
- H. If Buyers are unable to close due to insufficient funds or otherwise, then Buyers will be in default and the deposit money paid will be forfeited.
- I. Notwithstanding any provisions contained herein to the contrary, if one buyer purchases more than one tract, Sellers shall only be obligated to furnish one abstract and deed (husband and wife constitute one buyer). Buyers shall be responsible for any fencing in accordance with the State of Iowa laws and regulations.
- J. Buyers shall be responsible for installing their own entrances if needed or desired.
- K. If in the future a site clean-up is required, it shall be at the expense of Buyers.
- L. Any announcements made on the day of sale shall take precedence over any advertising.
- M. **CONDITION OF THE REAL ESTATE.** Buyers have had the opportunity to inspect the Real Estate and are purchasing the Real Estate "AS-IS, WHERE IS" in its present condition, with all defects, both patent and latent, and with all faults whether known or unknown, presently existing or that may hereafter arise. Except as set forth in Section 19 above and warranties of title set forth in the deed conveying title to Buyers, neither Sellers nor Sellers' managers, members, successors, assigns, or agents make any representations or warranties of any kind whatsoever, either express or implied, oral, or written with respect to the Real Estate.

Buyers further acknowledge and agree that, without limitation, Sellers have not made, do not make, and specifically disclaim any representations regarding any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, as defined by the U.S. Environmental Protection Agency regulations and the Iowa Department of Natural Resources regulations and any other state, federal, or local environmental laws and regulations applicable

to the Real Estate or the disposal or existence, in or on the Real Estate or any adjacent or nearby property, if any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder and any other state, federal or local environmental laws and regulations applicable to the Real Estate.

Buyers further acknowledge and agree that, without limitation, Sellers have not made, do not make, and specifically disclaim any representations or warranties as to the truth, accuracy, or completeness of any documents, materials, data, financial information or other information supplied to Buyers in connection with the Real Estate ("Marketing Materials"). All Marketing Materials are provided solely for Buyers' convenience so Buyers can make Buyers' own determination whether to purchase the Real Estate. Buyers have not and will not rely on the Marketing Materials and instead shall rely exclusively on Buyers' own independent investigation of the Real Estate.

Upon closing, Buyers acknowledge and agree that Sellers and their agents and assigns have no further responsibility, obligation or liability to Buyers. Buyers agree that Sellers and their agents and assigns shall have no liability for any claim or losses Buyers or Buyers' heirs, successors and assigns may incur as a result of defects that may now or may hereafter exist with respect to the Real Estate, and Buyers shall hold harmless, indemnify and defend Sellers, their successors and assigns and their employees, officers, directors, representatives, attorneys, auctioneer, brokers and agents from any such claim and any claim related to the use, release or disposal on, in or under the Real Estate of any hazardous substance caused by Buyers or their employees, agents or contractors, and Buyers' ownership, construction, development, use, marketing or sale of the Real Estate (or any portion thereof) in any way.

Buyers and anyone claiming by, through or under the Buyers hereby fully and irrevocably release Sellers and Sellers' members, managers and agents from any and all claims, that they may now have or hereafter acquire against Sellers and Sellers' members, managers and agents from any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), sanctions, curtailments, interest, liabilities, penalties, fines, demands, expenses, liens, judgments, compensation, fees, loss of profits, injuries, death, and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity ("Claims") arising from or relating to the Real Estate, or Buyers' breach of or failure to comply fully with any provision in this Agreement.

This provision shall survive the closing. This release includes Claims of which Buyers are presently unaware or do not presently suspect to exist in Buyers' favor which, if known by Buyers, would materially affect Buyers' release of Sellers.

The obligations and agreements of Buyers under this Section 20M. shall survive the closing of the transaction contemplated by this Agreement or the earlier termination of this Agreement.

N. There are three legal entities:

Winter Feedlots, Inc. ("Feedlots")

Winter Properties, L.L.C. ("Properties")

Winter Farm Services, L.L.C. ("Farm Services")

Feedlots owns the machinery and equipment located on the Real Estate, except for approximately twelve items which are owned by Farm Services.

The parties to this Agreement agree that the purchase price shall be paid to each respective owner directly.