



## OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Falck Farms, LLC, Seller:

1. REAL ESTATE DESCRIPTION. The Buyers offer to buy real estate in Winneshiek County, Iowa, described as follows:

**Tract #9** (see attached map) – 79 Acres M/L, Subject to final survey Located at 3438 North Winn Road, Decorah, IA This tract has a 24'x32' pole barn, 36'x80' machine shed, 40'x80' pole barn, 30'x60' loafing shed and a 3,600 bu. grain bin. FSA indicates: 73.99 acres tillable. CSR2 is 79.7 on the tillable.

**See attached Special Provisions.**

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; interests of others.) \_\_\_\_\_ designated the Real Estate; provided Buyers, on possession, are permitted to make the following use of the Real Estate: any legal use.

2. PRICE. The purchase price shall be \$ \_\_\_\_\_, payable at Winneshiek County, Iowa, as follows: 10% down (\$ \_\_\_\_\_) with acceptance of this Purchase Agreement and balance due at closing.
3. REAL ESTATE TAXES. Sellers shall pay taxes pro-rated to date of possession with pro-ration based on current assessed taxes 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.
  - A. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this offer.
  - B. If A. IS STRICKEN, then Sellers shall pay all installments of special assessments which are a lien on the Real Estate and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
  - C. All other special assessments shall be paid by Buyers.
5. RISK OF LOSS AND INSURANCE. Risk of loss prior to Seller's delivery of possession of the Real Estate to Buyers shall be as follows:

A. All risk of loss shall remain with Sellers until possession of the Real Estate shall be delivered to Buyers.

B. IF A. IS STRICKEN, Sellers shall maintain \$\_\_\_\_\_ of fire, windstorm and extended coverage insurance on the Real Estate until possession is given to Buyers and shall promptly secure endorsements to the appropriate insurance policies naming Buyers as additional insureds as their interests may appear. Risk of loss from such insured hazards shall be on Buyers after Sellers have performed under this paragraph and notified Buyers of such performance. Buyers, if they desire, may obtain additional insurance to cover such risk.

6. CARE AND MAINTENANCE. The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyers, provided, however, if 5.a. is stricken and there is loss or destruction of all or any part of the Real Estate from causes covered by the insurance maintained by Sellers, Buyers agree to accept such damaged or destroyed Real Estate together with such insurance proceeds in lieu of the Real Estate in its present condition and Sellers shall not be required to repair or replace same.
7. POSSESSION. If Buyers timely perform all obligations, possession of the Real Estate shall be delivered to Buyers on January 29, 2021, or as soon as paperwork can be completed, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.
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, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.) \_\_\_\_\_
9. 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.
10. ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with this agreement, Iowa law and 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. 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.
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 title shall extend to the time

of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding acceptance of this offer, 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 the 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 rights 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 11.

13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder 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 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.

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

15. REMEDIES OF THE PARTIES

A. If Buyers fail to timely perform this contract, Sellers may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.

B. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.

C. Buyers and Sellers also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

16. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Real Estate, Sellers shall furnish Buyers with a written statement from the holder of such lien, showing the correct balance due.

17. SUBSEQUENT CONTRACT. Any real estate contract executed in performance of this contract shall be on a form of the Iowa State Bar Association.

18. APPROVAL OF COURT. If the sale of the Real Estate is subject to Court approval, the

fiduciary shall promptly submit this contract for such approval. If this contract is not so approved, it shall be void.

19. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the parties.
20. CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
21. 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.
22. TIME FOR ACCEPTANCE. If this offer is not accepted by Sellers on or before December 28, 2020 it shall become void and all payments shall be repaid to the Buyers.
23. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.
  - 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, or 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 \_\_\_\_\_.

24. OTHER PROVISIONS.

1. Shafer & Shafer Law Office, PLLC represents the Seller in this transaction and does not and cannot represent the interest of Buyer.
2. Attached, marked Exhibit A and incorporated herein as additional terms of this transaction are Special Provisions.

Accepted December 28, 2020

Dated December 28, 2020

**SELLERS**

**BUYERS**

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Falck Farms, LLC

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

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Falck Farms, LLC

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

Address : 3417 North Winn Rd.  
Decorah, IA 52101

Address : \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

## Addendum for Inspection of Private Sewage Disposal System

Buyer and Seller agree on the following initialed alternative to comply with the time of transfer inspection of private sewage disposal systems:

\_\_\_\_\_ There is a private sewage disposal system on this Property which serves the Property. Seller has obtained or shall obtain at Seller's expense within \_\_\_\_\_ days a certified inspector's report which documents the condition of the private sewage disposal system, that it is of sufficient capacity to serve the Property, that the continued use of the system is permitted, and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. Seller shall attach the inspection report to the Groundwater Hazard Statement to be filed at closing.

If Seller receives an unsatisfactory report, the basis of which cannot be resolved between Buyer and Seller within \_\_\_\_\_ days of delivery of a copy to Buyer, then upon written notice from Buyer to Seller, this agreement shall be null and void and all earnest money paid hereunder shall be returned immediately to Buyer.

\_\_\_\_\_ There is a private sewage disposal system on this Property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. Buyer shall execute a binding acknowledgment with the County Board of Health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. Buyer shall attach a copy of the binding acknowledgment to the Groundwater Hazard Statement to be filed at closing. When the inspection is completed, an amended Groundwater Hazard Statement shall be filed with the certified inspection and shall include the document numbers of both the real estate transfer document and the original Groundwater Hazard Statement

Seller agrees at closing to deposit the sum of \$\_\_\_\_\_ Dollars into escrow with \_\_\_\_\_ ("Escrow Agent") to reimburse Buyer for expenses incurred for the cost of the inspection and any required modifications to the private disposal system. Escrow Agent shall pay to Buyer, up to the amount held in escrow, amounts for required modifications after any such modifications are completed and upon submission to Escrow Agent of a detailed invoice. If no modifications are required, the entire escrow account shall be returned to Seller. Any funds remaining in the escrow account after any required modifications shall be returned to Seller. Seller shall not be responsible for any cost in excess of the escrow deposit.

\_\_\_\_\_ There is a private sewage disposal system on this Property. The building to which the sewage disposal system is connected will be demolished without being occupied. Buyer shall execute a binding acknowledgement with the county board of health to demolish the building within an agreed upon time period. Buyer shall attach a copy of the binding acknowledgement to the Groundwater Hazard Statement to be filed at closing.

\_\_\_\_\_ There is a private sewage disposal system on this Property. The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.


**Steffes Group, Inc.**

2245 East Bluegrass  
 Mt. Pleasant, IA 52641  
 P 319.385.2000  
 F 319.385.4709

**SPECIAL PROVISIONS:**

- Farms are selling free and clear for the 2021 farming season. Immediate tillage rights shall be granted.
- Seller hereby provides notice that a perceived conflict of interest exists between himself and the law firm of Anderson, Wilmarth, Van Der Maaten, Belay, Fretheim, Gipp, Lynch & Zahasky Law Office of Decorah, IA, and that any purchaser at auction will thus be prohibited by this notice and the purchase contract from employing the law firm of Anderson, Wilmarth, Van Der Maaten, Belay, Fretheim, Gipp, Lynch & Zahasky Law Office of Decorah, IA, for any legal services to be rendered on behalf of Buyer associated with this sale. Failure to comply will result in forfeiture of earnest money
- It shall be the obligation of the buyer(s) to report to the appropriate 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. Final tillable acres will be determined by the FSA office, as some fields are combined and/or overlap Tract lines.
- Tracts #1, 2, 3 & 4 will be surveyed by a licensed surveyor and will be sold lump sum price. If the recorded survey is different than the announced surveyed acres, no adjustments will be made to the final contract price.
- Tracts #7, 8, 9, 11, 12, 13, 14, 15, 25, 26 & 27 will be surveyed by a licensed surveyor and will be sold by the surveyed acre, with the surveyed acres being the multiplier. If the recorded survey is different than the announced surveyed acres, adjustments to the final contract price will be made accordingly at closing.
- Seller shall not be obligated to furnish a survey on Tracts 5, 6, 10, 16, 17, 18, 19, 20, 21, 22, 23 & 24. Said tracts will be sold by the acre, with the stated acres being the multiplier for said tracts.
- If Tracts 1 & 2 sell to different buyers, it shall be the expense of the buyer of Tract 2 to separate off the electric and to install a separate electric meter, if so desired.
- It shall be the Buyer's responsibility and expense to have the septic system pumped & inspected, prior to closing, as required by the Iowa DNR. It shall also be the buyer's responsibility and expense, if needed, to upgrade, repair, or any other matters to the septic system in accordance with Winneshiek County, Iowa & Fillmore County, Minnesota State Laws & regulations. The buyer shall acquire the proper paperwork required for the septic system, prior to closing.
- Buyer(s) shall cooperate by signing any needed paperwork, at no additional cost to them, in a 1031 exchange, if the seller opts to do so.
- This auction sale is not contingent upon Buyer's financing or any other Buyer contingencies.
- Purchasers who are unable to close due to insufficient funds or otherwise, will be in default and the deposit money will be forfeited.
- If one buyer purchases more than one tract, the seller shall only be obligated to furnish one abstract and deed. (husband & wife constitute one buyer)
- The buyer(s) shall be responsible for any fencing in accordance with state law.
- The buyer(s) shall be responsible for installing his/her own entrances if needed or desired.
- If in the future a site clean-up is required it shall be at the expense of the buyer.
- This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.
- The buyer(s) acknowledges that they have carefully and thoroughly inspected the real estate and are familiar with the premises. The buyer(s) is buying this real estate in its "as is" condition and there are no expressed or implied warranties pertaining to the real estate.
- Steffes Group, Inc. is representing the Seller.
- Any announcements made the day of sale take precedence over advertising.

