



## OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Christopher B. Meacham and Diane J. Meacham, husband and wife, Sellers:

**REAL ESTATE DESCRIPTION.** The Buyers offer to buy real estate in Muscatine County, Iowa, 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. any encroachments or other restrictions including: liens, mineral rights, other easements, or interests of others; designated the "Real Estate"; provided Buyers, on possession, are permitted to make the following use of the Real Estate: agriculture.

Buyer to Initial the Tracts being purchased; final tract legal descriptions pending, subject to survey.

\_\_\_ Tract 4 82 Acres More or Less

**Tract 4: All that part of the Northwest Quarter of the Northwest Quarter of Section 17, Township 77 North, Range 4 West of the 5th Principal Meridian, in Muscatine County, Iowa, that lies North of the centerline of the abandoned right-of-way of the Chicago, Rock Island and Pacific Railroad Company.**

\_\_\_ Tract 5 21 Acres More or Less

**Tract 5: The South Half of the Southwest Quarter of Section 8, Township 77 North, Range 4 West of the 5th Principal Meridian, in Muscatine County, Iowa, except cemetery.**

1. **PRICE.** The Purchase Price shall be \$ \_\_\_\_\_ and the method of payment shall be as follows: Ten percent (10%) of the purchase price as earnest money with this offer, as determined at, and in conformity with the close of the auction, to be deposited upon acceptance of this offer and held in trust by Stanley Lande & Hunter Trust Account as earnest money, to be delivered to the SELLERS upon performance of SELLERS' obligations, and the balance of the Purchase Price, at closing. Should BUYER fail to close due to insufficient funds or otherwise, Buyer shall forfeit all sums paid.

2. **REAL ESTATE TAXES.** Seller shall pay any unpaid taxes thereon payable in prior years. Seller shall pay any taxes due and payable in 2020-2021 fiscal year. Buyer shall pay all subsequent 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, December 30, 2020.

B. IF "A" is stricken, then 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.

C. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

E. BUYERS shall pay all other special assessments or installments not payable by SELLERS.

4. 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.

5. 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.

6. POSSESSION. If Buyers timely perform all obligations, possession of the Real Estate shall be delivered to Buyers on or before June 14, 2021, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.

7. 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.

8. **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.

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 title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.

10. **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.

11. **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.

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

13. **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.

14. **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.

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

16. **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.

17. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.

18. **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.

19. **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.

20. **TIME FOR ACCEPTANCE.** If this offer is not accepted by Sellers on or before June 14, 2021, it shall become void and all payments shall be repaid to the Buyers.

21. **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.

22. **SELLERS** acknowledge and agree this contract is executed in advance of an auction facilitated by Steffes Group, Inc., and that certain terms, including the purchase price and names of the **BUYERS** will not be ascertained until the close of the auction on April 30, 2021. **BUYERS** acknowledge and agree that certain terms, including the purchase price and names of the **BUYERS**, are ascertained and incorporated at close of, and in conformity with, said auction.

23. Farm is selling free and clear for the 2021 farming season.

24. It shall be the obligation of the buyer to report to the Muscatine 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. CRP prorate.

25. Buyer agrees to follow all requirements of conservation plans and practices required by the FSA to maintain eligibility in the Conservation Reserve Program. Buyer further agrees to indemnify and hold harmless the sellers for any recovery sought by the FSA due to actions of buyer, which would violate the requirements of the CRP. In the event the buyer elects to take the ground out of CRP, the buyer will be responsible to the seller for any prorate of the CRP payment that the seller would have received.

26. All tracts will be surveyed by a licensed surveyor. Tracts 4 and 5 will be sold by the acre with gross surveyed acres being the multiplier for said tracts. If the recorded survey is different than the announced gross surveyed acres, adjustments to the final contract price will be made accordingly at closing.

27. This auction sale is not contingent upon Buyer's financing or any other Buyer contingencies. If Purchasers who are unable to close due to insufficient funds or otherwise, will be in default and the deposit money will be forfeited.

28. The buyer shall be responsible for any fencing in accordance with Iowa state law.

29. The buyer shall be responsible for installing his/her own entrances if needed or desired.

30. If in the future a site clean-up is required it shall be at the expense of the buyer.

31. This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.

32. The buyer acknowledges that they have carefully and thoroughly inspected the real estate and are familiar with the premises. The buyer is buying this real estate in its "as is" condition and there are no expressed or implied warranties pertaining to the real estate.

33. The Seller is represented by Steffes Group, Inc.

34. Any announcements made the day of sale take precedence over advertising.

35. If Buyer purchases more than one tract, the Sellers shall only be obligated to furnish one abstract and deed, (husband and wife constitute one buyer).

[Signature Page to Follow]

Dated \_\_\_\_\_, 2021

**SELLERS**

By \_\_\_\_\_  
Christopher B. Meacham

By \_\_\_\_\_  
Diane J. Meacham  
Address: 1812 Elder Avenue  
Muscatine, IA 52761

Telephone: 319-855-2893

**BUYERS**

By \_\_\_\_\_  
\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print name)  
Address: \_\_\_\_\_

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