



## OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: First Farms, Inc.

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Pottawattamie County, Iowa, locally known as 29000 Elmtree Rd, Treynor, Iowa, located on 10.869 surveyed acres, and legally described as:

See Exhibit A attached hereto

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 provided BUYERS, on possession, are permitted to use the Property for all purposes allowed under current zoning.

1. PURCHASE PRICE. The Purchase Price shall be \$\_\_\_\_\_ and the method of payment shall be as follows: 10% of the Purchase Price with this offer, to be deposited upon acceptance of this offer and held in trust by Telpner Peterson Law Firm, LLP 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: payable in cash at closing.

2. REAL ESTATE TAXES. Sellers shall pay fiscal year 2020 taxes 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 \_\_\_\_\_.~~

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. 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 a projected closing date of August 6, 2021 upon delivery of a merchantable title abstract to BUYERS and the satisfaction of all objections to title as provided herein, 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. SELLERS agree to permit BUYERS to inspect the Property within 72 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed:
  - A. Upon the delivery of the title transfer documents to BUYERS and receipt of all funds then due at closing from BUYERS under the Agreement.
  - ~~B. (If "A" is stricken) Upon the filing of the title transfer documents and receipt of all funds due at closing from BUYERS under the Agreement.~~
6. FIXTURES AND OTHER INCLUDED PROPERTY. This sale includes the residence, all out buildings and a 217,477-bushel grain facility. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate. The sale also includes all uninstalled building materials present the day of closing, a refrigerator/freezer, stove top, microwave, sink and LG stackable washer and dryer located in the residence. It also includes three 1,000-gallon LP tanks, a waste oil barrel, Quincy air compressor, second air compressor (non-functioning) and all other items present on the day of sale except a 1,000-gallon LP tank, free-standing cattle panels, all attached and unattached shop equipment and all farm machinery and equipment.
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. The BUYERS acknowledge that they have carefully and thoroughly inspected the real estate and are familiar with the premises. The BUYERS are buying this Property in its "as is" condition.
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.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, SELLERS shall pay the costs thereof. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. **ENVIRONMENTAL MATTERS.**

SELLERS will 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: there is a well. SELLERS otherwise make no representation or warranty, express or implied, as to the environmental condition of the Property. Any future required clean up of the site shall be entirely at the expense of BUYERS.

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.** Intentionally deleted.

13. **JOINDER BY SELLER'S SPOUSE.** Intentionally deleted.

14. **STATEMENT AS TO LIENS.** If Buyers intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. **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.

16. **APPROVAL OF COURT.** Intentionally deleted.

17. **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.

18. 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.
19. 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.
20. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction. Steffes Group is auctioning the Property and is representing the SELLER. Any announcements made the day of the sale take precedence over any advertising.
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. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. The Buyers shall bear the responsibility and the expense to have the private sewage disposal system(s) pumped and inspected prior to closing as required by the Iowa DNR. It shall be Buyers' responsibility and expense, if needed, to upgrade, repair or replace the private sewage disposal system(s) in accordance with Pottawattamie County and State of Iowa laws and regulations. Prior to the closing the Buyers shall acquire the necessary paperwork required by the County sanitarium evidence in compliance with the foregoing.
23. ADDITIONAL PROVISIONS.
  - A. This purchase is not contingent upon Buyers obtaining financing or any other Buyers contingencies except as specifically set forth herein.
  - B. If Buyers are unable to close due to insufficient funds or any other reason Buyers shall be in default and the deposit money will be forfeited to the Seller.
  - C. Buyers will be responsible for any fencing required by Iowa State law.
  - D. If Buyers have purchased either or both of the other tracts offered at auction, only one abstract and deed covering all the property purchased shall be required.

ACCEPTANCE. This offer and the acceptance thereof shall be executed on the date of the auction.

Accepted \_\_\_\_\_  
SELLER

Dated \_\_\_\_\_  
BUYER

\_\_\_\_\_  
Print Name \_\_\_\_\_  
SS# \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone: \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_  
SS# \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone: \_\_\_\_\_

**EXHIBIT "A" – Legal description**  
**First Farms, Inc.**

A parcel of land located in part of the SE¼ SE¼ of Section 23, Township 75, Range 42, Pottawattamie County, Iowa, more particularly described as follows:

Commencing at the Southeast Corner of said Section 23 and point of beginning; thence S 89° 45' 46" W, along the South line of said SE¼ SE¼ and along the centerline of Elmtree Road, a distance of 344.35 feet; thence N 0° 00' 00" E, and parallel with the East line of said SE¼ SE¼, a distance of 917.86 feet; thence S 85° 45' 00" E a distance of 345.29 feet to a point on the East line of said SE¼ SE¼; thence S 0° 00' 00" W along the East line of said SE¼ SE¼, a distance of 890.84 feet to the point of beginning, subject to an easement for Elmtree Road right of way.

NOTE: The East line of the SE¼ of said Section 23 is assumed to bear S 0° 00' 00" W for this description.

AND

A parcel of land located in part of the SW¼ SW¼ of Section 24, Township 75, Range 42, Pottawattamie County, Iowa, more particularly described as follows:

Commencing at the Southwest Corner of said Section 24 and point of beginning; thence S 89° 52' 40" E, along the South line of said SW¼ SW¼ and along the centerline of Elmtree Road, a distance of 167.93 feet; thence N 2° 00' 00" E a distance of 876.98 feet; thence N 85° 45' 00" W a distance of 199.08 feet to a point on the West line of said SW¼ SW¼; thence S 0° 00' 00" W along the West line of said SW¼ SW¼ a distance of 890.84 feet to the point of beginning, subject to an easement for Elmtree Road right of way.

NOTE: The West line of SW¼ of said Section 24 is assumed to bear S 0° 00' 00" W for this description.