

**OFFER TO BUY REAL ESTATE AND ACCEPTANCE**  
**Tract 3**

IT IS AGREED between \_\_\_\_\_, Manager of LBR Enterprises, LLC ("Seller"); and \_\_\_\_\_ ("Buyer").

Seller agrees to sell and Buyer agrees to buy real estate in Ringgold County, Iowa, described as:

**The Northwest Quarter of the Northwest Quarter of Section 16, Township 70 North, Range 29 West of the 5<sup>th</sup> P.M. Except the South 330 Feet of the West 720 Feet and Except the South 180 Feet of the East 600 Feet, Ringgold County, Iowa, 32 acres more or less, also known as 2407 120<sup>th</sup> Street, Tingley, 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 designated the Real Estate; provided Buyers, on possession, are permitted to make the following use of the Real Estate for Agricultural Purposes.

1. PRICE. The total purchase price for the Real Estate is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of which 10% of purchase price or \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) with this offer to be deposited upon acceptance of this offer and held in trust by Salvo, Deren, Schenck, Gross, Swain & Argotsinger, P.C. as earnest money, to be delivered to Seller upon performance of Seller's obligations. Buyer shall pay the balance of the Purchase Price to Seller at 711 Court Street, Harlan, Iowa, in cash at time of closing on November 8, 2021, or as soon thereafter as deed and abstract showing merchantable title are provided.

2. REAL ESTATE TAXES. Seller shall pay pro-rata to closing, and any unpaid real estate taxes payable in prior years. Buyer 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.

3. SPECIAL ASSESSMENTS.

A. SELLER shall pay in full all special assessments which are a lien on the Property as of the date of acceptance.

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

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

D. BUYER shall pay all other special assessments.

4. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agree to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER 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 BUYER timely perform all obligations, possession of the Property shall be delivered to BUYER on or before November 8, 2021, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLER'S possession shall be made as of the date of possession. Closing shall occur after approval of title by BUYER'S attorney and vacation of the Property by SELLER, but prior to possession by BUYER. SELLER agrees to permit BUYER to inspect the Property within 8 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 upon the delivery of the title transfer documents to BUYER and receipt of all funds then due at closing from BUYER under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants. Also included shall be the following: \_\_\_\_\_

The following items shall not be included: LP tank, appliances, farm and livestock equipment, hay bales, and any other personal property.

#### 7. CONDITION OF PROPERTY.

A. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted.

B. BUYER acknowledges that they have made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

8. ABSTRACT AND TITLE. SELLER, 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 BUYER'S attorney for examination. It shall show merchantable title in SELLER in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER'S 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 BUYER when the purchase price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or their assignees.

9. SURVEY. BUYER may, at BUYER'S expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any 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. If the survey is required under Chapter 354, BUYER shall pay the cost thereof.

10. ENVIRONMENTAL MATTERS. (a) SELLER warrants to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall also provide BUYER 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: House has a septic system.

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11. DEED. Upon payment of the purchase price, SELLER shall convey the Property to BUYER by Business entity 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 BUYER.

12. RESERVED.

13. RESERVED.

14. STATEMENT AS TO LIENS. If BUYER intends to assume or take subject to a lien on the Property, SELLER shall furnish BUYER 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. REMEDIES OF THE PARTIES.

A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), 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 BUYER'S default (during which thirty days the default is not corrected), SELLER 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 SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to him.

C. BUYER and SELLER are also 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.

17. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

18. CERTIFICATION. Buyers and Seller 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: \_\_\_\_\_, Buyer

Dated: \_\_\_\_\_, Buyer

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. 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. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. If inspection of the septic is required by law, BUYER shall pay the cost of having the system inspected and for any repairs or replacement to bring the system into compliance.

21. OTHER PROVISIONS.

- a. Closing of this transaction is not contingent upon Buyer financing, appraisal or any other contingency.
- b. Buyer shall be responsible for the cost of any septic inspection and upgrades.
- c. Buyer understands that 12 acres of this tract, including the home and buildings are subject to a Life Estate use, which permits the Life Tenant the full use of the 12 acres, home and buildings until Life Tenant's death.
- d. Buyer shall be responsible for any fencing in accordance with Iowa state law. Buyer shall also be responsible for installing their own entrance if needed or desired.
- e. Buyer is responsible for the expense of any future site cleanup.
- f. Buyer accepts the property "as is with all faults" and rely on their own investigation as to conditions of the property, structures, and improvements.
- g. Seller served a termination notice on Tenant. Buyer shall have farming rights for 2022 crop year.

Accepted: \_\_\_\_\_

Dated: \_\_\_\_\_

**SELLER**

**BUYER**

LBR Enterprises, LLC

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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