

RESIDENTIAL PURCHASE AGREEMENT

The undersigned BUYERS hereby offer to buy and the undersigned SELLER by their acceptance agree to sell the real property situated in Linn County, Iowa, locally known as 3473 Lafayette Road, Center Point, Iowa, and more particularly legally described as:

Tract 2 consisting of a home situated 3 acres more or less, and excluding Tract 1, all situated in NW 1/4 NE 1/4 Section 30-85-7, Linn County, Iowa, subject to the public highway (containing 38.7 acres, more or less and more particularly described in the Abstract and on Survey contemplated herein and incorporated by this reference)

together with any easements and appurtenant servient estates, but subject to any covenants, encroachments, 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 residential purposes:

1. PURCHASE PRICE.

The Purchase Price shall be \$ _____ and the method of payment shall be as follows:

Earnest money of _____ (ten percent (10%) of the purchase price) is due on April 27, 2022 with this offer to be deposited upon acceptance of this offer and held in trust by River Ridge Escrow as earnest money to be delivered to the SELLER upon performance of SELLER' obligations and satisfaction of BUYERS' contingencies, if any. The balance of the Purchase Price paid in full at closing, upon delivery of merchantable abstract and deed and all objections have been met.

2. REAL ESTATE TAXES.

A. SELLER shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. SELLER shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given due and payable in the subsequent fiscal year.

BUYERS shall be given a credit for such proration at closing (unless this agreement is for an installment contract) based upon the last known actual net real estate taxes payable according to public record. 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 millage rate, the 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.

C. BUYERS shall pay all subsequent real estate taxes.

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 of this purchase agreement.

B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER' 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. BUYERS 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 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 **June 10, 2022 (projected)**, 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 buyers' attorney and vacation of the Property by SELLER, but prior to possession by BUYERS. SELLER agree to permit BUYERS to inspect the Property within 24 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 receipt of all funds then due at closing from BUYERS under the Agreement.

Seller affirmatively states that there is no farm tenant on the subject premises and, therefore, is free and clear for the 2022 farming season.

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: Refrigerator, Stove, Dishwasher, Washer, Dryer, Any item present on the day of closing

The following items shall not be included: All other personal property

7. CONDITION OF PROPERTY.

A. BUYERS acknowledge they have carefully and thoroughly inspected and are familiar with the premises. The property is sold "as-is" with no warranties as to its condition. 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

B. Prior to closing, SELLER will have the home inspected if required by Linn County ordinance and Iowa law. Any repairs or updates required by Linn County arising from any such inspection shall be the responsibility of BUYERS and at the expense of BUYERS.

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 BUYERS' 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 BUYERS 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.

SELLERS are, prior to closing, having the Property surveyed by a Registered Land Surveyor for the express purpose of separating the Property from the remainder of Tract 2, both described in the survey.

The sale of Tract 2 is contingent on final approval from the Linn County Planning & Development to divide Tract 2 and Tract 1. If no such approval is given by the date of closing, this agreement shall be void and all earnest money shall be returned to BUYERS.

10. DEED.

Upon payment of the purchase price, SELLER 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.

11. STATEMENT AS TO LIENS.

If BUYERS intend to assume or take subject to a lien on the Property, SELLER shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

12. 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.

13. APPROVAL OF COURT.

If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by BUYERS' attorney. If the sale of the Property is subject to court approval, the fiduciary shall promptly submit this Agreement for such approval.

14. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement all payments made shall be forfeited and this agreement shall no longer be in effect.

B. If SELLER fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS 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.

15. 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.

16. 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. 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. If any provision of this agreement is deemed invalid, such provision shall be severed from this agreement and shall not impair the validity of the remaining provisions.

17. SPECIAL PROVISIONS.

- a. **Time of Transfer Inspection Cost:** BUYERS shall bear the responsibility and sole expense to have the septic system inspected prior to closing in accordance with Iowa law. It shall also be the Buyer’s responsibility and expense, if needed, to pump, upgrade, or repair the system, or to address any other matters relative to the septic system to ensure the system complies with Iowa law. Prior to closing, BUYERS shall acquire the proper paperwork required by the Linn County Sanitarian for the septic system and shall deliver the same to SELLERS.

As evidenced by the respective signatures below the Buyers and Seller agree to be bound to the terms and conditions of this Agreement.

Dated this ____ day of _____, 2022.

* (SELLER)

* (SELLER)

Address:
Telephone:

* (BUYER)
Address:
Telephone:

* (BUYER)