

**OFFER TO BUY REAL ESTATE AND ACCEPTANCE (TRACT 2)**

TO: ATF FARM, INC. (hereafter “Seller”)

The undersigned Buyer hereby offers to purchase (as the winning bidder in that certain online public auction on May 17, 2022, wherein Steffes Group Inc. is the auctioneer) certain real estate located in Fayette County, Iowa, from Seller, upon the following terms and conditions:

1. Real Estate Description. Buyer offers to buy real estate in Fayette County, Iowa, described as follows:

The Southwest Quarter of the Southwest Quarter and the West 7 acres of the Southeast Quarter of the Southwest Quarter of Section 26, in Township 93 North, Range 7 West of the Fifth P.M., Fayette County, Iowa.

The East 8 acres of the Northeast Quarter of the Northeast Quarter of Section 34 except that part South of Brush Creek, in Township 93 North, Range 7 West of the Fifth P.M., Fayette County, Iowa, EXCEPTING THEREFROM Parcel “P” as shown on Plat of Survey recorded March 30, 2016 in Book 2016, Page 693 in the records of the Fayette County Recorder.

The West 47 acres of the North Half of the Northwest Quarter of Section 35 except that part South of Brush Creek, in Township 93 North, Range 7 West of the Fifth P.M., Fayette County, Iowa, EXCEPTING THEREFROM Parcel “D” as shown on Plat of Survey recorded March 30, 2016 in Book 2016, Page 693 in the records of the Fayette County Recorder.

[precise legal description to be provided with abstract of title]

Parcel Nos. 1226300006, 1234200012, and 1235100013

containing 67.21 acres, more or less

hereafter designated the “Real Estate” or “Tract 2;” provided Buyer, on possession, is permitted to make the following use of the Real Estate: continued agricultural use or leasing thereof.

2. Price. The purchase price shall be \$ \_\_\_\_\_ (i.e., the winning bid at the auction), payable at Fayette County, Iowa, as follows:

- (a) \$ \_\_\_\_\_ (i.e., ten percent (10%) of the foregoing winning bid) paid herewith as earnest money to Kane, Norby & Reddick, PC Trust Account, the receipt of which is acknowledged, and shall be applied to the purchase price at the closing; and
- (b) The balance of the purchase price to be paid in full at the time of closing by immediately available funds reasonably acceptable to Seller.

The payment of the purchase price and the purchase of this Real Estate is subject to the conditions and contingencies described in this Offer to Buy Real Estate and Acceptance, but is not subject to financing.

3. Real Estate Taxes. Seller shall pay real estate taxes prorated to the date of possession and any unpaid real estate taxes payable for 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.

4. Special Assessments. Seller shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this offer. All other special assessments shall be paid by Buyer.

5. Risk of Loss and Insurance. Prior to Seller's delivery of possession of the Real Estate to Buyer, all risk of loss shall remain with Seller until possession of the Real Estate shall be delivered to Buyer.

6. Care and Maintenance. The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyer.

7. Possession. If Buyer timely performs all obligations hereunder, possession of the Real Estate shall be delivered to Buyer on or before July 1, 2022 (herein sometimes referred to as the "Closing Date"), with any adjustments of rent, insurance and interest to be made as of the date of transfer of possession. Buyer's possession of the Real Estate shall be subject to the rights of the current tenant.

8. Improvements. Except as noted above, all improvements that integrally belong to or are part of the Real Estate shall be considered a part of the Real Estate and included in this sale.

9. Use of the 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 of Title. Seller, at its expense, shall promptly obtain an abstract of title for the Real Estate continued through a date within thirty (30) days of the Closing Date and deliver it to Buyer 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 abstract shall become the property of Buyer when the purchase price is paid in full. Seller shall pay the cost of any additional abstracting and title work due to any act or omission of Seller.

11. Deed. Upon payment of the purchase price, Seller shall convey the Real Estate to Buyer or Buyer's assignee by Warranty Deed free and clear of all liens, restrictions and encumbrances, except: zoning ordinances and agreements entered under them, easements and restrictions of record, and the existing farm lease, which constitutes merchantable title for purposes of this transaction. Any general warranties of title shall extend only to the time of acceptance of this Offer, with special warranties as to acts of Seller continuing up to time of delivery of the Deed.

12. Time is of the Essence. Time is of the essence in this contract.

13. Remedies of the Parties.

(a) If Buyer fails to timely perform this contract, Seller may forfeit it as provided by Iowa Code Chapter 656 (21) and all payments made shall be forfeited or, at Seller's option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty (30) days such failure is not corrected) Seller 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 Seller fails to timely perform this contract, or if any of Buyer's conditions herein are not satisfied at or prior to closing (or such other date or time as indicated in writing herein), Buyer shall not be required to close hereunder and Buyer has the right to all payments made returned to Buyer. (See Section 2(a) above).

(c) Buyer and Seller 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's fees as permitted by law.

14. Contract Binding on Successors in Interest. This contract shall apply to and bind the successors in interest of the parties.

15. 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.

16. Groundwater Hazards. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, it has no knowledge of the presence in or beneath the Real Estate of solid waste, radioactive waste, hazardous waste, hazardous substances, underground storage tanks, wells or other conditions which may lead to groundwater contamination, including those substances defined to be hazardous in 42 U.S. Code Section 9601, et seq. and Iowa Code Chapter 455B (2021) or any other federal or state or local law with respect to groundwater hazards.

17. Miscellaneous. The parties agree that all understandings and agreements, if any, previously made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their understanding with respect to the purchase and sale of the Real Estate. This agreement may not be changed or terminated orally, but only by an instrument in writing executed by all of the parties hereto. This agreement shall not be transferred or assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Seller shall allow Buyer to assign this agreement to purchase the Real Estate to another entity (corporation, limited partnership or a limited liability company, or other business entity) designated by Buyer at or prior to the time of closing, provided Buyer remains fully obligated and liable hereunder, notwithstanding any such permitted assignment. This agreement shall be governed by and construed in accordance with the laws of the State of Iowa.



## Special Provisions:

- The online buyer's premium of \$1,000 per Tract will be added to the bid amount to arrive at the total contract purchase price.
- Tracts will be tied together with the bidding set to close simultaneously. If a bid is placed with less than 4 minutes left, the time on the auction will extend another 4 minutes. This will continue until no bids are placed within the last 4 minutes. Each Tract will stay in bidding extension until there are no more bids placed on any of the Tracts that are tied together.
- Down payment is due on the day the bidding closes and signing of the contracts will take place through email and electronic document signatures. In the event the auction bidding closes after 3:00pm, the earnest money will be due the following business day.
- The Row Crop land is rented for the 2022 crop year. Seller will retain 100% of the 2022 crop rent.
- It shall be the responsibility of the Buyer to serve tenant of the row crop land notice, prior to September 1, 2022, if so desired.
- It shall be the obligation of the Buyer to report to the Fayette County FSA office and show filed deed in order to receive the following if applicable: A. Allotted base acres. B. Any future government programs. CRP Prorate.
- Buyer agrees to follow all requirements of conservation plans and practices required by the FSA to maintain eligibility in the Conservation Reserve Program. Buyer agrees to accept responsibility and liability for any actions by the Buyer which would endanger eligibility for the CRP or actions that would require repayment of the CRP payment or payments. Buyer further agree 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.
- Tract 1 will be selling lump sum price. Tract 1 has a recorded surveyed.
- Tracts 2 & 3 will be sold by the acre, with Assessor acres being the multiplier. The Seller shall not be obligated to furnish a survey on Tracts 2 or 3.
- Currently Tract 3 has an easement by prescription across the adjoining land owner to access the southwest corner of Tract 3.
- In the event Tracts 1, 2 & 3 are different Buyers, then Tract 1 will have an agricultural easement established in favor of Tract 2 for ingress & egress south of the buildings across the lawn to the field of Tract 2.
- In the event Tracts 2 & 3 are the same Buyer, then no easement will be needed on Tract 1.
- Buyer of Tract 1 shall bear the 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 Fayette County & Iowa Laws & regulations. Prior to closing, the Buyer shall acquire the proper paperwork required by the Fayette County Sanitarian for the septic system.
- 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).
- This auction sale is not contingent upon Buyer's financing or any other Buyer contingencies.

- If a Buyer is unable to close due to insufficient funds or otherwise, Buyer will be in default and the deposit money will be forfeited.
- The Buyer shall be responsible for any fencing in accordance with state law.
- The Buyer 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.
- All mineral rights, if any, held by Seller will be transferred upon closing.
- This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.
- 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.
- All lines, drawings and boundaries are approximate.
- Steffes Group, Inc. is representing the Seller.
- Any announcements made the day of sale take precedence over advertising.