

## AUCTION PURCHASE AGREEMENT

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Linn County, Iowa, known for the purposes of this auction as "Tract 1" and described as: \_\_\_\_\_  
Acres, M/L, located in:

Government Lot Eight (8), Section Thirty-three (33) in Township Eighty-Five (85) N, Range (8) West of the 5<sup>th</sup> P.M.

and

Government Lot One (1), in Section Thirty-four (34) Township Eighty-Five (85) N, Range (8) West of the 5<sup>th</sup> P.M., excepting the following tract:

Beginning at the Southeast corner of the SW1/4 of the NW1/4 of section 34 and running East 49 rods; thence south 16 Rods, thence West 49 Rods, thence North 16 Rods to the Point of beginning. Subject to a private roadway described as follows: Beginning 9 Rods East of the Southeast corner of the SW ¼ of the NW ¼ of Section 33, and running in a Southwesterly direction 17 Rods; thence in a Northwesterly direction 20 Rods to a point 27 Rods West of the beginning, all in Township 85 N, Range 8, West of the 5<sup>th</sup> P.M., Linn County, Iowa,

and further excepting the parcel consisting of approximately 2.96 acres known for the purposes of this auction as "Tract 2"

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," (the precise legal description for which will be determined by the abstract of title) upon the following terms and conditions:

1. **PURCHASE PRICE.** The Purchase Price shall be \$ \_\_\_\_\_  
and the method of payment shall be as follows: \_\_\_\_\_ (10% of the purchase price) on June 28, 2022, and the balance in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount.
2. **REAL ESTATE TAXES.**
  - A. SELLERS 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. SELLERS 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 based upon the last known actual net real estate taxes payable according to public record.

C. BUYERS shall pay all subsequent real estate taxes.

**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. 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.

C. BUYERS shall pay all other special assessments.

**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 or before August 12, 2022 or by such time as a final subdivision plat for Tract 2 is recorded, whichever is later, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession.

**6. CONDITION OF PROPERTY.**

A. 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. The BUYERS acknowledge that they have carefully and thoroughly inspected the Property and are familiar with the premises. The BUYERS are buying the Property in its "as is" condition and there are no expressed or implied warranties pertaining to the Property of any kind.

**7. 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 merchantable 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.

**8. 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.

- 9. 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.
- 10. 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.
- 11. 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. If this Agreement is not so approved prior to closing either party may declare this Agreement null and void, and all payments made hereunder shall be returned to BUYERS.
- 12. 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. BUYERS and SELLERS 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. ADDITIONAL PROVISIONS:**
- A. As set forth above, 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.

- B. Tillable land is rented for the 2022 farming season. The cash rent is \$150 x 14 acres = \$2,100. Buyer of Tract 1 will receive the second half rent payment of \$1,050.00 from the tenant due on or before November 1, 2022.
- C. The Sellers will serve tenant notice, prior to September 1, 2022. Farm will be selling free and clear for the 2023 farming season.
- D. It shall be the obligation of the Buyers to report to the Linn County FSA office and show filed deed in order to receive the following if applicable:
  - i. Allotted base acres.
  - ii. Any future government programs.
  - iii. Final tillable acres will be determined by the FSA office, as FSA fields overlap Tract lines
  - iv. CRP prorate.
- E. Buyers agree to follow all requirements of conservation plans and practices required by the FSA to maintain eligibility in the Conservation Reserve Program. Buyers agree to accept responsibility and liability for any actions by the Buyers which would endanger eligibility for the CRP or actions that would require repayment of the CRP payment or payments. Buyers further agree to indemnify and hold harmless the Sellers for any recovery sought by the FSA due to actions of Buyers, which would violate the requirements of the CRP. In the event the Buyers elect to take the ground out of CRP, the Buyers will be responsible to the Sellers for any prorate of the CRP payment that the Sellers would have received.
- F. Tract 1 will be sold by the acre. The Sellers shall not be obligated to furnish a survey on Tract 1. Tract 2 will be surveyed prior to final settlement/closing. The multiplier used to determine the total bid amount for Tract 1 will be the Assessor acres of 132, less Tract 2 surveyed net acres, which is approximately 2.96 acres. Tract 2 will be sold for a lump sum price.
- G. In the event the final survey for Tract 2 is not completed by auction day or if the recorded survey is different than the announced surveyed net acres, adjustments to the final contract price of Tract 1 will be made accordingly at final settlement/closing. No adjustments to the contract price will be made on Tract 2, as it is selling lump sum price.
- H. The Property is being sold subject to final approval from the Linn County Planning & Development.
- I. Sellers will have the home located on Tract 2 inspected as required by Linn County. Any repairs or updates required from the Linn County inspection shall be the responsibility and expense of the Buyers of Tract 2.
- J. Buyers of Tract 2 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 Buyers' responsibility and expense, if needed, to upgrade, repair, or any other matters to the septic system in accordance with Linn County & Iowa Laws & regulations. Prior to closing, the Buyers shall acquire the proper paperwork required by the Linn County Sanitarian for the septic system.
- K. If one Buyers purchase more than one tract, the Sellers shall only be obligated to

furnish one abstract and deed (husband & wife constitute one buyer).

- L. This auction sale is not contingent upon Buyers' financing or any other Buyer contingencies.
- M. If a Buyers are unable to close due to insufficient funds or otherwise, Buyers will be in default and the deposit money will be forfeited.
- N. The Buyers shall be responsible for any fencing in accordance with state law.
- O. The Buyers shall be responsible for installing his/her own entrances if needed or desired.
- P. If in the future a site clean-up is required, including but not limited to any environmental remediation, it shall be at the sole expense of the Buyers.
- Q. All mineral rights, if any, held by Sellers will be transferred upon closing.
- R. Steffes Group, Inc. is representing the Sellers.
- S. Any announcements made the day of sale take precedence over advertising.

ACCEPTANCE. When accepted by both SELLERS and BUYERS, this Agreement shall become a binding contract.

Accepted \_\_\_\_\_

Dated \_\_\_\_\_

**SELLER:**

ARLOANN SIECK

\_\_\_\_\_  
By: Robert E. Sieck, her Attorney in Fact

**BUYERS:**

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

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

Attorney Name and Address: \_\_\_\_\_

Lender Name and Address: \_\_\_\_\_

EXHIBIT A

