

REAL ESTATE AUCTION CONTRACT

IT IS AGREED between Darrell Burns, Member-Manager of Lambirth Farm LLC, ("Seller"); and _____ ("Buyer"), that Seller agrees to sell and Buyer agrees to buy real estate in Jefferson County, Iowa, described as:

Tract #1 – 43.80 Acres in Section 25 & 36, Round Prairie Twp., Jefferson County, Iowa
(Parcels 1225400006, 1236200003, Part of 1225400003)

1. **PRICE.** The Buyer covenants and agrees to pay to the Seller as the purchase price for said real estate the sum of \$_____ Dollars, based on \$_____ per acre for 43.80 acres, as shown in the attached survey, payable in the following manner, to-wit:

Ten Percent (10%) or \$_____ upon the execution of this contract (which shall be on or about December 7, 2022, the day the online bidding closes) and the balance of \$_____ on or before January 20, 2023, upon delivery of deed and merchantable abstract of title as provided in paragraph 6.

2. **REAL ESTATE TAXES.** Seller shall be responsible for the real estate taxes prorated to date of possession on the basis of the last available tax statement and any unpaid real estate taxes payable in prior years. Buyer shall pay all subsequent real estate taxes.

3. **SPECIAL ASSESSMENTS.** Seller shall pay all special assessments, which are a lien on the Real Estate as of the date of this contract. All other special assessments shall be paid by Buyer.

4. **POSSESSION AND CLOSING.** Seller shall give Buyer possession of the Real Estate at Closing. Closing shall be on or before January 20, 2023.

5. **INSURANCE.** Seller shall maintain existing insurance upon the Real Estate until the date of possession. Buyer shall accept insurance proceeds instead of Seller replacing or repairing damaged improvements.

6. **ABSTRACT AND TITLE.** Seller, at its expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract, and deliver it to Buyer for examination. It shall show merchantable title in Seller in conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyer when the purchase price is paid in full.

7. **SURVEY.** Tract was surveyed by a licensed surveyor. Land will be sold by the acre with gross surveyed acres being the multiplier. In the event the final survey is not completed by auction day or if the recorded survey is different than the announced gross surveyed acres, adjustments to the final contract price will be made accordingly at closing.

8. **DEED.** Upon payment of purchase price, Seller shall convey the Real Estate to Buyer by Business Entity Grantor Deed free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Seller continuing up to time of delivery of the deed.

9. **REMEDIES.** In case of the failure of the Buyer to make any of the payments herein provided to be made, or the Buyer's failure to perform any of the covenants and

obligations herein contained, the Seller may at the Seller's option and in addition to all other remedies available to the Seller, either at law or in equity, declare a forfeiture of the Buyer's rights hereunder and the Buyer shall forfeit all payments made on this contract and all improvements made and all buildings erected on the Real Estate which payments and improvements, if any, shall become the property of the Seller as compensation for the loss of use of said premises and as liquidated damages for the breach of this contract, and the Buyer and all those claiming by, through or under said Buyer, shall forthwith peaceably remove from said premises, or in default thereof shall be treated as tenants unlawfully holding over after the expiration of a lease and may be evicted without any further notice of termination other than the thirty-day (30) notice of forfeiture as is required by law. It is agreed that no extension of time of payment or waiver of default in the payment of any installment of principal or interest due hereunder, or the waiver of any other default shall affect the right of the Seller to require prompt payment of any subsequent installment of principal or interest, or to declare a forfeiture for any default. In case of suit in equity or action at law to enforce any terms hereof, or the foreclosure of this contract, it is agreed that a reasonable attorney's fee shall be taxed as a part of the costs thereof.

10. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

11. **CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

12. **RELEASE OF RIGHTS.** The Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

13. **CERTIFICATION.** Buyer 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.

14. **AS IS CONDITION.** The Buyer acknowledges that he/she has carefully and thoroughly examined the real estate and is familiar with the premises. The Buyer is buying this real estate "as is" and there no express or implied warranties pertaining to the same.

15. **SITE CLEANUP.** If, in the future, a site cleanup is necessary, it will be at the expense of the Buyer.

16. **GENERAL INFORMATION & SPECIAL PROVISIONS.**

a. This online auction shall have a 5% Buyer's premium. This means the Buyer's premium in the amount of five percent (5%) of the bid amount shall be charged to the Buyer and added to the bid amount to arrive at the total contract purchase price.

b. Seller shall serve termination to the tenant, therefore the land will be selling free and clear for the 2023 farming season.

c. It shall be the obligation of the Buyer to report to the appropriate County FSA office and show filed deed in order to receive the following if applicable: (i) Allotted base acres. (ii) Any future government payments. CPR Payment (iii) Final tillable acres.

d. 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 agrees to indemnify and hold harmless the Seller for any recovery sought by the FSA due to actions of Buyer, which would violate the requirements of the CRP.

e. If Tracts #1 and #3 are being sold to the same Buyer, the Seller shall only be obligated to furnish one abstract and deed. (Husband and wife constitute one Buyer.)

f. This auction sale is not contingent upon Buyer's financing or any other Buyer contingencies.

g. If the Buyer is unable to close due to insufficient funds or otherwise, then he/she will be in default and the deposit money will be forfeited.

h. Buyer shall be responsible for any fencing in accordance with Iowa state law.

i. Buyer shall be responsible for installing his/her own entrances, if needed or desired.

j. All mineral rights, if any, held by the Seller will be transferred upon closing.

k. This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.

l. All lines, drawings and boundaries are approximate and are subject to final survey.

m. Steffes Group, Inc. is representing the Seller.

n. Any announcements made the day of the sale take precedence over advertising.

Dated: December 7, 2022.

SELLER
Darrell Burns, Member-Manager
Lambirth Farm LLC
1640 Pleasant Court Drive
Sheldon, IA 51202
Tel. (712) 898-4325
Attorney for Seller: Shane M. Wiley

BUYER

Address

City, State, Zip

Telephone

Buyer's Attorney

