

REAL ESTATE PURCHASE AGREEMENT

TO: Terry Lehrman and Michele C. Lehrman, a married couple (“SELLERS”)

The undersigned (“BUYERS”) hereby offer to buy and the SELLERS by their acceptance agree to sell the real property situated in Monroe County, Iowa, and legally described as:

See attached Exhibit A
(subject to updated abstract)

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 (the "Property"), upon the following terms and conditions.

1. **PURCHASE PRICE.** The purchase price (the “Purchase Price”) for the Property shall be \$ _____ (\$ _____), payable as follows:
 - A. Earnest Money. Earnest money in the amount of _____, (\$ _____) (the “Earnest Money”), which is ten percent (10%) of the Purchase Price, shall be deposited by BUYERS with Brick Gentry P.C. upon execution of this Real Estate Purchase Agreement (this “Agreement”). The Earnest Money shall be placed and held in trust and disbursed in accordance with the terms of this Agreement.
 - B. Balance of Purchase Price. The balance of the Purchase Price, subject to prorations, reductions, and credits as provided below, shall be paid in cash to SELLERS at closing.
2. **REAL ESTATE TAXES.** SELLERS shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given. Unless otherwise provided in this Agreement, at closing SELLERS shall pay BUYERS, or BUYERS shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. 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 levy rate, 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.
3. **SPECIAL ASSESSMENTS.** SELLERS shall pay in full at time of closing all special assessments which are a lien on the public record at the time of closing. 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. Any preliminary or deficiency assessment which cannot be discharged by

payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS. BUYERS shall pay all other special assessments or installments not payable by SELLERS.

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 closing.
5. **POSSESSION AND CLOSING.** If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS on **Friday, July 21, 2023**, and any adjustments of rent, insurance, interest and all charges attributable to the SELLERS' possession shall be made as of the date of closing. Closing shall occur after the approval of title by BUYERS and vacation of the Property by SELLERS, but prior to possession by BUYERS. This transaction shall be considered closed upon the filing of the title transfer documents and receipt of all funds due at closing from BUYERS under this 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 Property.
7. **CONDITION OF PROPERTY.** 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. **SELLERS MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE CONDITION OF THE PROPERTY. BUYERS ACKNOWLEDGE THAT BUYERS HAVE MADE A SATISFACTORY INSPECTION OF THE PROPERTY AND ARE PURCHASING THE PROPERTY "AS-IS".**
8. **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 marketable title in SELLERS in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. 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.
9. **SURVEY.** BUYERS may, at BUYERS' sole expense prior to closing, have the Property surveyed and certified by a registered land surveyor. If the survey shows an 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. SELLERS shall have no

obligation to have the Property surveyed.

10. **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.

11. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS.

12. **REMEDIES OF THE PARTIES.**

A. Default by Buyers. 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. Default by Sellers. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. Other Remedies at Law. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing party shall be entitled to obtain judgment for costs and attorneys' fees.

13. **REAL ESTATE AGENT OR BROKER.** Each party to this Agreement warrants that is has not incurred any real estate brokerage fees, finders' fees, loan brokerage fees, or any other fees to any third party in connection with this purchase and sale other than those listed below (and other than any attorneys representing BUYERS and SELLERS, as applicable). In the event that any third party other than those listed below institutes legal action in an effort to recover such fees, the parties shall jointly defend the action. If a judgment is obtained against the parties jointly, the party responsible for breach of this warranty shall reimburse the other for the latter's attorneys' fees, court costs, expenses, and share of the judgment. Brokerage arrangements in connection with this transaction are as follows:

A. BUYERS' Broker: _____

B. SELLERS' Broker: Steffes Group, Inc.

14. **NO LEASE AGREEMENT.** There are currently no written or oral lease agreements on and/or affecting the Property, except for the following: None.

15. **MISCELLANEOUS.** The following provisions govern this Agreement:

- A. Time is of the Essence. 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.
- B. No Partnership or Joint Venture Created. Nothing contained in this Agreement shall be interpreted as creating a partnership or joint venture between BUYERS and SELLERS relative to the Property.
- C. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
- D. Severable Provisions. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase or word of this Agreement is illegal or invalid for any reason whatsoever, that illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- E. No Merger; Entire Agreement. The terms covenants and conditions to be performed or that may be performed subsequent to the date of closing shall survive the closing and thereafter continue in full force and effect and shall not merge with the deed. This Agreement contains the entire understanding of the parties hereto with respect to BUYERS' purchase of the Property and supersedes all prior agreements and understandings between the parties with respect to the purchase.
- F. Cumulative Rights. No right or remedy conferred on or reserved to BUYERS or SELLERS by this Agreement is intended to be exclusive of any other right or remedy provided herein or by law. Each shall be cumulative and in addition to every other right or remedy, given herein or not, or hereafter existing at law, in equity or by statute.
- G. Attorneys' Fees. If either party commences an action against the other to enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing or defaulting party shall pay to the prevailing party reasonable attorneys' fees, costs, and expenses incurred in connection with the prosecution or defense of the action.
- H. Binding Effect. This Agreement shall be binding on and inure to the benefit of

the parties hereto and their respective assigns, executors, heirs and successors.

- I. Amendment, Modification or Waiver. No amendment, modification or waiver of any condition, provision or term shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or a duly authorized representative, and specifying with particularity the extent and nature of the amendment, modification or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties under and pursuant to this Agreement.
- J. Assignment. BUYERS shall not assign this Agreement without the consent of SELLERS, which consent shall not be unreasonably withheld. In the event SELLERS consent to any such assignment, BUYERS shall not be released from liability under this Agreement.
- K. Notice. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.
- L. Captions, Headings or Titles. All captions, headings or titles in this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement as a limitation of scope of the particular paragraphs or sections to which they apply.
- M. Funds. It is agreed that at the time of settlement, funds of the Purchase Price received from BUYERS may be used to apply to the Purchase Price, to pay taxes and other liens, or to comply with the above requirements, the same to be handled under supervision of the closing agent.
- N. 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.

16. **ADDITIONAL PROVISIONS.** SELLERS and BUYERS agree and acknowledge the following:

- A. 2023 Farming Season. The Property is currently being farmed by SELLERS. No later than five (5) business days prior to the closing date, BUYERS shall notify SELLERS in writing as to whether BUYERS select **OPTION 1** or **OPTION 2** below (BUYERS must select one), either of which shall be effective on the closing date:
 - a. **OPTION 1:** SELLERS shall pay BUYERS a full cash rent payment in the amount of \$31,940.00 (\$400.00 per tillable acre) on the closing date; after the closing date SELLERS shall continue to farm the Property for the 2023 farm season (ending February 29, 2024); and SELLERS shall grant BUYERS fall tillage privileges upon completion of the 2023 fall harvest; or
 - b. **OPTION 2:** BUYERS shall pay SELLERS the input/production costs as of the closing date, and BUYERS shall be solely responsible for the harvest of the corn crop for the 2023 farming season.
- B. 2024 Farming Season. The Property shall be sold free and clear for the 2024 farming season.
- C. Buyer's Premium Fee. The online auction has a \$1,000.00 buyer's premium fee, which means a buyer's premium fee in the amount of \$1,000.00 has been added to the BUYERS' bid amount to arrive at the Purchase Price.
- D. Monroe County FSA Office. BUYERS shall be obligated to report to the Monroe County FSA office and show the filed deed in order to receive the following, as applicable: (i) allotted base acres, and (ii) any future government programs.
- E. No Contingencies for BUYERS. This Agreement shall not be contingent upon BUYERS' financing or any other contingencies of BUYERS, except as herein provided.
- F. Earnest Money. In the event BUYERS are unable to close due to insufficient funds or otherwise, BUYERS shall be in default of this Agreement and the Earnest Money shall be forfeited by BUYERS and paid to SELLERS.
- G. Fencing. BUYERS shall be solely responsible for any fencing in accordance with the laws of the State of Iowa.
- H. Access and Entrances. BUYERS shall be solely responsible for installing BUYERS' own access and/or entrance for the Property, if needed or desired.

- I. Clean-up. Any clean-up on the Property of any kind whatsoever (e.g., debris clean-up, environmental clean-up, etc.) at any time after closing shall be the sole responsibility of BUYERS.

17. **ACCEPTANCE**. When accepted, this Agreement shall become a binding contract.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

BUYERS:

Name: _____

Name: _____

Address:

Date of Offer: _____

SELLERS:

Terry Lehrman

Michele C. Lehrman

Address:

Date of Acceptance: _____

Exhibit A

In part of the E1/2 of the SE1/4 and part of the SE1/4 of the NE1/4 of Section 19 and part of the SW1/4 of the NW1/4 and part of the NW1/4 of the SW1/4 of Section 20, all in Township 73 North, Range 18 West of the 5th P.M., Monroe County, Iowa, described as follows:

Commencing at the SW corner of the NW1/4 of the SW1/4 of Section 20, said point being also the **POINT OF BEGINNING**; thence North 00°41'57" West, along the west line of the NW1/4 of the SW1/4 of Section 20, also being the west line of a parcel as recorded in Plat Cabinet A, Slide 31-38, Office of the Recorder, Monroe County, Iowa, a distance of 44.02 feet; thence along the west line of said parcel, North 40°35'40" East, 909.06 feet; thence, continuing along said line, North 61°50'38" East, 522.24 feet; thence, continuing along said line, North 04°44'10" West, 982.51 feet; thence, continuing along said line, North 41°24'32" East, 128.29 feet; thence South 89°16'17" West, 1,233.67 feet; thence North 29°40'45" West, 336.41 feet to the centerline of 130th Street; thence, along said centerline, South 25°44'10" West, 80.04 feet; thence, continuing along the centerline of 565th Trail, 407.03 feet, along a 2,685.00 foot radius curve, concave northwesterly and subtended by a 406.64 foot chord bearing South 30°04'44" West; thence, continuing along said centerline, South 34°25'18" West, 438.83 feet; thence, continuing along the centerline of 565th Trail, 284.46 feet, along an 817.00 foot radius curve, concave southeasterly and subtended by a 283.03 foot chord bearing South 24°26'50" West; thence, continuing along said centerline, South 14°28'21" West, 136.32 feet; thence, continuing along the centerline of 565th Trail, 269.36 feet, along an 243.00 foot radius curve, concave northwesterly and subtended by a 255.78 foot chord bearing South 46°13'40" West; thence, continuing along said centerline, South 77°59'00" West, 158.33 feet to a point on the west line of the NE1/4 of the SE1/4 of Section 19; thence, continuing along the centerline of 565th Trail and the west line of the E1/2 of the SE1/4 of Section 19, South 00°11'18" East, 1,092.81 feet to the SW corner of a surveyed parcel in Book 223, Page 143, Office of the Recorder, Monroe County, Iowa where 565th Trail intersects the centerline of 139th Trail; thence, along the centerline of 139th Trail and the south line of said parcel, South 81°06'30" East, 1,091.11 feet to the SE corner of said parcel; thence North 37°27'18" East, along the east line of said parcel 395.90 feet to the **POINT OF BEGINNING**, containing 91.38 acres, of which, 2.97 acres are public road right-of-way.

The above bearings are based on Iowa State Plane South Coordinates and all distances are horizontal ground distances.