

**OFFER TO BUY REAL ESTATE AND ACCEPTANCE
(NONRESIDENTIAL)**

TO: Kathleen Vander Broek, as Trustee of the Kenneth E. & Charlene R. McGregor Revocable Trust (Sellers)

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

The Northeast Quarter (NE ¼) of Section 9, Township 79 North, Range 18 West of the Fifth Principal Meridian, Jasper County, Iowa, Except Parcel A as set forth in a Plat of Survey recorded on May 24, 2023 with the Jasper County Recorder's Office in Instrument Number 202300002423, as may be more particularly described in the abstract. ("Tract 1")

AND

Parcel A, a part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 9, Township 79 North, Range 18 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Northeast Corner of said Section 9;
Thence on an assumed bearing of North 89 degrees 35 minutes 26 seconds West 453.61 feet along the north line of said Northeast Quarter of the Northeast Quarter to the point of beginning;
Thence South 00 degrees 10 minutes 23 seconds West 258.29 feet;
Thence North 89 degrees 35 minutes 26 seconds West 387.61 feet;
Thence North 00 degrees 10 minutes 23 seconds East 258.29 feet to the said north line of said Northeast Quarter of the Northeast Quarter;
Thence South 89 degrees 35 minutes 26 seconds East 387.61 feet along said north line to the point of beginning.

Said tract contains 2.30 acres and is subject to a Jasper County Highway Easement over the northerly 0.30 acres thereof. ("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," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for farm land

1. PURCHASE PRICE. The Purchase Price shall be \$ _____ (which includes a buyer's premium of Five Percent (5%)) and the method of payment shall be as follows: Ten percent (10%) of the Purchase Price with this offer to be paid on June 21, 2023, to be deposited upon acceptance of this offer and held in trust by Dutton, Daniels, Hines, Kalkhoff, Cook, & Swanson, P.L.C., as earnest money, to be delivered to the SELLERS upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price, as follows: Remaining balance

to be paid in cash on or before August 4, 2023. If auction bidding closes after 3:00 p.m. on the date of the auction, the earnest payment shall be due on June 22, 2023. The signing of this Offer shall occur on the date of the auction through email and electronic document signatures.

2. REAL ESTATE TAXES. Sellers shall pay all real estate taxes that have accrued on the Property through the date of closing in this matter, and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Taxes shall be based on the last available tax statement.

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.

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, June 21, 2023.

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 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 the closing date.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, closing of the Property shall be delivered to BUYERS on August 4, 2023, and any adjustments of rent, insurance, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYERS and vacation of the Property by SELLERS. 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. Possession of Tract 1 shall be given to BUYERS on August 4, 2023. Following the closing, possession of Tract 2 will be provided by SELLERS to BUYERS following the cutting of the 2023 alfalfa hay cutting. SELLERS shall notify the BUYERS following the final 2023 alfalfa hay cutting to confirm possession is being transferred to the BUYERS of Tract 2. BUYERS shall not interfere with the alfalfa growing on Tract 2 until the final 2023 cutting. This transaction shall be considered closed upon the delivery of the title transfer documents to BUYERS and receipt of all funds then due at closing from BUYERS under the 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 real estate, whether attached or detached. No farm equipment or personal property is included with this 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 they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.
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, June 21, 2023, 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. 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. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority. In the event that Buyer also buys the other tract being auctioned at the same time by Seller, then Buyer shall only be responsible for providing one abstract encompassing both tracts.
9. **SURVEY.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, BUYERS shall pay the costs thereof. BUYERS may, at BUYERS' 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.
10. **DEED.** Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by Trustee Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.
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 consistent with Paragraph 15.
12. **JOINDER BY SELLER'S SPOUSE.** SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of

- the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.
13. 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.
 14. 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.
 15. 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. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.
 - C. 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 parties shall be entitled to obtain judgment for costs and attorney fees.
 - D. If BUYERS are unable to close due to insufficient funds or otherwise, BUYERS shall be considered in default and any earnest payment shall be forfeited.
 16. 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.
 17. 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. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYERS. 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.
 18. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.
 19. 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.
 20. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and

warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property. To the extent the Property is served by a private sewage disposal system, due the Sellers being a Trust, the Seller will be exempt from the Time of Transfer Inspection of the septic system per Iowa Code 455B.172(11). Any futures inspections, upgrades, repairs, maintenance or other matters to the septic system will be at the Buyer's expense in accordance with Grundy County, Iowa, and federal law and regulations.

21. ADDITIONAL PROVISIONS.

- a. The Property is being sold subject to a lease for the 2023 farming season. SELLERS shall be entitled to first half of the rent for the 2023 farming season, which has already been received by the SELLERS, in the amount of \$15,680. BUYERS shall be entitled to the second half rental payment due on December 1, 2023 in the amount of \$15,860.
 - b. BUYERS shall be responsible to serve the tenant a notice of termination of the lease on the Property.
 - c. Buyer shall be responsible to report to the Jasper County, Iowa Farm Service Agency office the sale, and provide a copy of the deed, in order to receive the following, if applicable: allotted base acres; and/or any future government programs.
 - d. If the Buyer is unable to close on the sale of the property herein due to any reason, Buyer shall be considered in default and the earnest money shall be forfeited for the benefit of the Seller.
 - e. Buyer shall be responsible for any fencing required by law.
 - f. Buyer shall be responsible for the installation of any new entrance, whether required by law or desired by Buyer.
 - g. This contract is not contingent upon the BUYERS obtaining financing.
 - h. If in the future a site clean-up is required for any reason, all expenses related to such clean-up shall be the sole responsibility of the BUYERS.
 - i. All mineral rights, if any, shall be transferred to the BUYERS at the time of closing.
22. ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before June 21, 2023, this Agreement shall be null and void and with any earnest payment paid to remain with the SELLERS. If accepted by SELLERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted June 21, 2023
SELLERS

Dated June 21, 2021
BUYERS

Kathleen Vander Broek, Trustee of the
Kenneth E. & Charlene R. McGregor
Revocable Trust.
