

## REAL ESTATE PURCHASE OFFER

TO: Delaware County, Iowa (the "Seller").

\_\_\_\_\_ (the "Buyer") hereby offers to buy and the Seller agrees to sell the real property locally known as the Courthouse Annex, located at 201 E. Main Street, Manchester, Iowa and legally described as follows:

Lots 151 and 152, located in the City of Manchester, Delaware County, Iowa, all according to plat recorded in Book I L.D., Page 284 in the office of the Delaware County Recorder (**To be confirmed by abstract**)

together with any easements and servient estates appurtenant thereto and subject to any (i) zoning restrictions, and (ii) easements and restrictive covenants of record (the "Property").

**1. PURCHASE PRICE.** The Purchase Price shall be \$ \_\_\_\_\_ (the "Purchase Price"). The Buyer shall pay the Purchase Price as follows:

- a. 10% of the Purchase Price as an earnest money deposit ("Earnest Deposit") upon acceptance of this Agreement by Seller, to be payable to and held in trust by Ahlers & Cooney, P.C. IOLTA Trust Account (the "Escrow Agent"), and
- b. the balance of the Purchase Price in cash at the time of closing with proper adjustments as provided in this Agreement.

**2. REAL ESTATE TAXES.**

- a. The parties acknowledge that the Property is exempt from real estate taxes while owned by the Seller. Therefore, the parties agree there shall be no credit from Seller due at Closing for property taxes or the proration thereof.
- b. Buyer shall pay all real estate taxes that accrue against the Property following the date of Closing.

**3. SPECIAL ASSESSMENTS.**

- a. Seller shall pay in full all special assessments which are a lien on the Property as of the Closing Date.
- b. Seller shall pay in full all charges for solid waste removal, sewage and maintenance that are attributable to Seller's possession, including those for which assessments arise after Closing.
- c. Buyer shall pay all other special assessments concerning the Property.

**4. RISK OF LOSS AND INSURANCE.**

- a. Seller shall bear the risk of loss or damage to the Property prior to Closing.
- b. Seller agrees to maintain existing insurance up to the Closing Date and Buyer may purchase additional insurance.
- c. In the event of substantial damage or destruction prior to Closing, the parties shall complete the Closing and the Buyer shall receive any insurance proceeds regardless of the extent of damages.

**5. CLOSING AND POSSESSION.**

- a. Closing shall occur on a date mutually agreed to between the parties on or before \_\_\_\_\_, 20\_\_\_\_ (the "Closing Date").
- b. Possession of the Property ("Possession") shall be delivered to Buyer on the Closing Date.
- c. This transaction shall be considered closed upon:
  - i. the filing of all title transfer documents, and
  - ii. Seller's receipt of all funds due from Buyer under this Agreement ("Closing").

**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.

**7. CONDITION OF PROPERTY.**

- a. Notwithstanding any other provision contained herein, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Property with laws. Buyer acknowledges and agrees that at the Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS". Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations, or information pertaining to the Property or relating thereto made or furnished by Seller, or any agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents to Seller that Buyer has conducted, or will conduct

prior to Closing under Section 7(b) of this Agreement, such investigations of the Property, including but not limited to the physical and environmental condition thereof, as Buyer deems necessary to satisfy itself as to the condition of the Property. At the Closing, Buyer shall be deemed to have waived, relinquished, and released Seller (and Seller's officers, directors, employees, and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs, and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, which Buyer might have asserted or alleged against Seller (and Seller's officers, directors, employees, and agents) at any time by reason of or arising out of any latent or patent physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances, or matters regarding the Property. Seller and Buyer acknowledge that the compensation to be paid to Seller for the Property considers that the Property is being sold subject to the provisions of this Section 7(a).

- b. Within 30 calendar days after the acceptance of this Agreement, Buyer may, at its sole expense, have the Property inspected by a person or persons of Buyer's choice to determine if there are any deficiencies.
  - i. The Buyer shall promptly notify the Seller in writing of any deficiencies, and the Seller shall promptly notify Buyer of what steps, if any, the Seller will take to correct any deficiencies before Closing.
  - ii. The Buyer shall then promptly notify the Seller, in writing, that
    1. such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or
    2. such steps are not acceptable, in which case this Agreement shall be terminated, and the Escrow Agent shall immediately return the Earnest Deposit to Buyer.

## **8. ABSTRACT AND TITLE.**

- a. Seller, at Seller's expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement and deliver it to Buyer's attorney for examination.
- b. The abstract shall show marketable title in Seller in conformity with this Agreement, Iowa law, and the title standards of the Iowa State Bar Association. Seller shall make every reasonable effort to promptly perfect title. If Closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue until either party terminates the Agreement by giving 10 calendar days written notice to the other party. Upon termination, Escrow Agent shall immediately return the Earnest Deposit to Buyer.

- c. The abstract shall become the property of Buyer when the Purchase Price is paid in full.

**9. SURVEY.** Buyer may, at Buyer's 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, Seller shall convey the Property to Buyer by deed without warranty, free and clear of all liens, restrictions, and encumbrances except as permitted by this Agreement.

**11. USE OF PURCHASE PRICE.** Seller agrees that at time of settlement, funds of the Purchase Price may be used to pay taxes, other liens, and to acquire outstanding interests, if any, prior to the proceeds being paid to Seller.

**12. REMEDIES OF THE PARTIES.**

- a. If Buyer fails to timely perform this Agreement, Seller may forfeit it as provided in the Iowa Code (Chapter 656), and the Earnest Deposit shall be forfeited. Seller may also seek any other remedy available to it. If Seller is the prevailing party in an action to enforce this Agreement, Seller shall be entitled to obtain judgment for costs and attorney's fees.
- b. If Seller fails to timely perform this Agreement, Buyer may, as its sole and exclusive remedy, terminate this Agreement by providing notice of termination to Seller and the Earnest Deposit shall be returned to the Buyer.

**13. 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 their signature lines.

**14. GENERAL PROVISIONS.**

- a. Time shall be of the essence in performance of this Agreement. 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. This Agreement shall apply to and bind the successors in interest of the parties.
- c. This Agreement shall survive the Closing.
- d. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer.
- e. Paragraph headings are for convenience of reference and shall not limit or affect

the meaning of this Agreement.

- f. 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.

**15. NO REAL ESTATE AGENT OR BROKER.**

- a. Neither party has used the service of a real estate agent or broker in connection with this transaction.
- b. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive Closing.

**16. 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.

**SELLER: DELAWARE COUNTY, IOWA**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Delaware County Courthouse  
301 East Main Street  
Manchester, IA 52057

**BUYER:**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

Buyer Address: