

## PURCHASE AGREEMENT

TO: The Estate of James G. Milani (SELLERS)

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

AUDITOR'S PARCEL "B" IN PART OF THE W $\frac{1}{2}$  SW $\frac{1}{4}$  OF SECTION 17-69-17 AND PART OF THE SE $\frac{1}{4}$  OF SECTION 18-69-17, APPANOOSE COUNTY, IOWA. ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SE  $\frac{1}{4}$  OF SECTION 18; THENCE SOUTH 89°54'07" EAST, ALONG THE NORTH LINE OF SAID SW  $\frac{1}{4}$  OF SECTION 17, A DISTANCE OF 1,328.06 FEET; THENCE SOUTH 00°39'26" EAST, ALONG THE EAST LINE OF SAID W  $\frac{1}{2}$  SW  $\frac{1}{4}$  OF SECTION 17, A DISTANCE OF 2,216.80 FEET; THENCE NORTH 89°39'10" WEST 1,428.16 FEET; THENCE NORTH 42°17'25" WEST, 157.80 FEET; THENCE NORTH 41°50'50" WEST, 544.24 FEET; THENCE NORTH 03°51'21" WEST, 58.29 FEET; THENCE SOUTH 89°46'41" WEST, 725.52 FEET; THENCE NORTH 00°57'56" WEST, 223.14 FEET; THENCE SOUTH 88°21'30" WEST. 1226.30 FEET; THENCE NORTH 14°04'49" WEST, ALONG THE FASTERLY RIGHT OF WAY (R.O.W.) LINE OF IOWA HIGHWAY NO. 5, A DISTANCE OF 51.27 FEET; THENCE, CONTAINING ALONG SAID R.O.W. LINE, NORTH 00°54'23" EAST, 996.43 FEET; THENCE NORTH 88°03'00" EAST, 124.90 FEET; THENCE NORTH 01°00'08" WEST, 328.35 FEET; THENCE NORTH 88°24'26" EAST, ALONG THE NORTH LINE OF SAID SE  $\frac{1}{4}$  OF SECTION 18, A DISTANCE OF 2,381.46 FEET TO THE POINT OF BEGINNING CONTAINING 157.71 ACRES. THE ABOVE BEARINGS ARE BASED ON IOWA STATE PLANE, SOUTH ZONE. COORDINATES AND ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.

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 residential purposes:

1. PURCHASE PRICE. The Purchase Price shall be \$\_\_\_\_\_ and the method of payment shall be as follows:

10% of the purchase price to be deposited upon acceptance of this offer and held in trust by Underwood Law Office 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:

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. BUYERS shall pay all subsequent real estate taxes.

### 3. SPECIAL ASSESSMENTS.

A. SELLERS shall pay all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

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. 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.

D. 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 \_\_\_\_\_, 2023, 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. Closing shall occur after approval of title by buyers' attorney and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 72 hours prior to closing to assure that the premises are in the condition required by this Agreement.

### 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. BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.

7. ABSTRACT AND TITLE. Upon acceptance of this offer, Sellers, at their expense, shall promptly obtain an abstract of title to the real estate continued through the date of this agreement and deliver it to Buyer for examination. It shall show marketable title is Sellers in conformity with this agreement, Iowa Law and the Iowa Title Standards of the Iowa State Bar Association. This abstract shall become the property of the Buyer

when the purchase price is paid in full; however, Buyer shall have the right to occasionally use the abstract prior to the full payment of the purchase price. 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. SURVEY. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any 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. If the survey is required under Chapter 354, SELLERS shall pay the cost thereof.

9. ENVIRONMENTAL MATTERS. (a) SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

(b) BUYERS may at their expense, within 15 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \$3,000.00 to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYER all Earnest Money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

10. DEED. Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Court Officer Deed.

11. 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.

12. 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.

13. 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 shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

14. 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.

15. 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. 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.

17. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller shall pay for a septic inspection and any costs associated with any repairs and the cost of a new septic system, if needed.

18. ADDITIONAL PROVISIONS:

A. This sale is contingent on Court approval.

B. PROPERTY SOLD "AS IS". Buyer agrees to purchase the real estate "AS IS".

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before the 8<sup>th</sup> day of March, 2023, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS.

Accepted: \_\_\_\_\_, 2023

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Gregory G. Milani, Executor of the James G. Milani Estate  
Address: 21425 Hwy 5JT, Moravia, IA 52571

\_\_\_\_\_, Buyer  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

\_\_\_\_\_, Buyer  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_