

Disclaimer: This document is prepared by Randal B. Caldwell on behalf of the City of Montezuma, Iowa. The purchaser is informed that this is a binding legal document. You should consult an attorney regarding its effect.

OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: City of Montezuma, Iowa, Seller:

1. REAL ESTATE DESCRIPTION. The Buyers offer to buy real estate in Poweshiek County, Iowa, described as follows: Lot _____ in South Diamond Addition Part one to the City of Montezuma, Iowa.

Subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways and d. deed of restrictions provided Buyers, on possession, are permitted to make the following use of the Real Estate: Residential home construction.

2. PRICE. The purchase price shall be \$_____ payable at Montezuma, Iowa, as follows: \$_____ earnest money, balance upon delivery of abstract showing marketable title and warranty deed on or before _____(date).

3. REAL ESTATE TAXES. Sellers shall pay all taxes delinquent if not paid pro rata to the date of possession and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. SPECIAL ASSESSMENTS.

- A. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this offer.
- B. All other special assessments shall be paid by Buyers.

5. RISK OF LOSS AND INSURANCE. All risk of loss shall remain with Sellers until possession of the Real Estate shall be delivered to Buyers

6. POSSESSION. If Buyers timely perform all obligations, possession of the Real Estate shall be delivered to Buyers on _____(date) with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.

7. 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.

8. ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with this

agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full.

9. DEED. Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by corporate warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed.

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

11. REMEDIES OF THE PARTIES

a. If Buyers fail to timely perform this contract, Sellers may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited.

b. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.

c. Buyers and Sellers also are 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.

12. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the parties.

13. CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. This contract represents the entire agreement of the parties and is governed by the laws of the State of Iowa.

14. 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.

15. TIME FOR ACCEPTANCE. If this offer is not accepted by Sellers on or before _____ (date) it shall become void and all payments shall be repaid to the Buyers.

16. 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.

24. OTHER PROVISIONS.

a) Sale contingent upon approval of Montezuma City Council after notice and hearing as required by Code of Iowa.

b) Subject to Development Agreement and Minimum Assessment Agreement to be signed by the parties prior to closing.

25. OTHER TERMS OF BUYER:

Accepted _____
SELLERS

Dated _____
BUYERS

City of Montezuma, Iowa
By: _____

Print Name
City EIN # _____

Print Name
SS# _____

Address : PO Box 314
Montezuma IA 50171
Telephone: (641) 623-5617

Print Name
SS# _____
Address : _____

Telephone: _____