

98-102 Adopted by the Northeast Iowa Regional Board of REALTORS® Revised (4/17)
Adopted by the Black Hawk County Bar Association 2017



PURCHASE AGREEMENT

Date 02/15/2021

TO: City of Oelwein (Seller)

FROM: Colton M Dietrick (Buyer)

As **joint tenants** with full rights of survivorship unless otherwise specified.

Buyer offers to buy: 308 6th Ave, Oelwein, IA 50662

Legally described as: LOT 14 BLK 10 GRANDVIEW ADD

SUBJECT TO RESTRICTIVE COVENANTS, ORDINANCES, AND LIMITED ACCESS PROVISIONS OF RECORD IF ANY, AND TO EXISTING EASEMENTS, IF ANY. The property intended to be covered by the terms hereof shall include all buildings, storage sheds, land, rights, easements, and access necessary or appurtenant thereto and owned by Seller. Included, if now in or on said premises and owned by the Seller, are all fixtures including but not limited to: attached carpeting; window shades; blinds; curtain rods and hardware; lighting fixtures and bulbs; ceiling fans; built-in appliances and accessories; antenna, television mounting brackets; awnings; door chimes; fireplace grates, andirons; mailbox, installed sump pumps; garage door openers and controls; and bushes, shrubs and other vegetation. Also included, if not rentals, are satellite dish, water softener and filtration systems, installed alarm devices, propane tanks and all other fixtures not hereinafter reserved by Seller in writing.

RESERVED ITEMS: _____

FOR THE SUM OF \$19,900

Earnest money of \$200.00 to be held in trust by Cornerstone Realty and the balance in cash to be paid at closing upon performance of Seller's obligations hereunder. Any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation (a charitable non-profit entity), the State of Iowa (if required by law), or as directed and mutually agreed in writing by both Buyer and Seller.

Return of Earnest Money. Earnest money submitted as part of the purchase price of the above described property shall be returned to the Buyer in case this agreement is not accepted. Any other release of earnest money shall require informed written consent of all parties to this agreement.

Closing to take place on or before Friday, the 12 day of March, 2021

Possession to be given to Buyer at closing or by AM PM at closing the _____ day of _____, _____. Buyer agrees to take possession subject to rights of non-owner occupants now in possession. YES NO. Any rents shall be prorated to date of closing. Seller agrees to deliver to Buyer all existing keys and garage door controls no later than possession.

Buyer(s)

<u>CM</u>	
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02/15/21
8:57 PM CST
dotloop (Initials)

Seller(s)

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(Initials)

Property Address 308 6th Ave, Oelwein, IA 50662

CHECK THE APPROPRIATE BOX

1. **CASH** to be paid at closing. Buyer may have access to property purchased for appraisal; however, this agreement is not contingent upon Buyer obtaining funds. Settlement fee, if any, shall be paid by the Buyer.

2. **FINANCING.** This agreement is subject to Buyer **OBTAINING** **ASSUMING** a commitment for a **CONVENTIONAL** **INSURED CONVENTIONAL** **FHA** **VA** **USDA** **OTHER** mortgage loan on said property at an initial interest rate not to exceed _____% per annum **FRM** **ARM** amortized over a period of _____ years. All costs incurred in securing such mortgage shall be paid by the Buyer unless otherwise noted herein. Buyer's financing is also conditional upon the property appraising at the purchase price or greater on or before the mortgage commitment date stated herein. Buyer agrees upon acceptance of this agreement to immediately make application for such mortgage loan with a lender and to make a good faith effort to obtain a mortgage commitment and proceed toward closing as above provided. Buyer shall obtain such mortgage commitment on or before na. Within this same period, Buyer shall notify Seller, in writing, that Buyer has secured said mortgage commitment and that this contingency is removed. If Buyer, after a good faith effort has not obtained a written mortgage commitment and given such written contingency removal notice within this same time period, this agreement shall be null and void and the earnest money shall be returned to Buyer.


3. **INSTALLMENTS.** Check if applicable. See attached ADDENDUM to this Purchase Agreement.

4. **ASSUMPTION/ASSIGNMENT.** Check if applicable. See attached ADDENDUM to this Purchase Agreement.

5. TAXES AND ASSESSMENTS. Seller shall pay pro rated to closing of the installment of general property taxes on said property which become delinquent if not paid on or before _____ and all prior installments. Buyer shall pay all subsequent installments. If any installment of general property taxes is to be prorated and if such taxes cannot be determined by the date of the settlement thereof, such prorating shall be based on the amount of the last determinable installment, proportionately adjusted by any change in the assessed valuation attributable to capital improvements and which are determinable on the date of settlement. If closing takes place other than the date on the Purchase Agreement, taxes shall be prorated to the revised date of closing. Buyer shall pay the cost of all street oilings which are not liens on the date hereof. Seller shall pay all sewage disposal assessments due and all special assessments which are liens against said premises on the date thereof, except those for improvements which have not been completed and accepted by the City Council on the date thereof, which Buyer will pay.

6. CONDITION OF PROPERTY. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever occurs first. Seller further represents plumbing, heating, cooling, electrical systems, and appliances included in this Purchase Agreement to be in working order at the time of possession or closing, whichever occurs first, unless otherwise stated on attached Seller Disclosure of Property Condition, written amendments or addendums to this Purchase Agreement or unless otherwise stated in paragraph 8, and Buyer shall be permitted to make a "walk through" inspection of the property prior to possession or closing, whichever occurs first to verify the same. Seller agrees to remove all debris and personal property, not included herein, from the premises prior to possession.

7. INSPECTION OF PROPERTY. The Buyer is responsible for making their own inspection of any property for which they make an offer. (It is understood that these provisions are independent of any lender requirements for financing approval.) Within 10 days after the final acceptance date of this agreement, Buyer may, at Buyer's sole expense, have the property inspected by a person(s) of Buyer's choice to identify any structural, mechanical, plumbing, electrical, pest infestation, environmental concerns or other deficiency(s). Within this same period, Buyer may notify Seller in writing of any such deficiency the Buyer wants remedied. Failure to do so shall be deemed a waiver of the Buyer's inspection. In the event of any request by Buyer as a result of inspections, Seller shall within three(3) business days after said notification (date of notification does not count) notify the Buyer in writing which steps, if any, Seller will take to remedy any deficiency before closing. The Buyer shall within three (3) business days (date of notification does not count) notify the Seller in writing that (1) such steps are acceptable, in which case, this agreement, so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this agreement shall be null and void, and any earnest money shall be returned to Buyer. Failure by either Seller or Buyer to give the notification within the three (3) business days as stated above, shall render this agreement null and void, and any earnest money shall be returned to Buyer.

Buyer(s)

02/15/21
8:57 PM CST
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(Initials)

Seller(s)

(Initials)

Property Address 308 6th Ave, Oelwein, IA 50662

13. REMEDIES OF THE PARTIES. If Buyer or Seller fails to timely fulfill the terms of this agreement, then the other party shall be entitled to utilize any and all remedies or actions at law or in equity which may be available to them (including but not limited to: forfeiture, foreclosure, termination, rescission, or specific performance), and the prevailing party shall further be entitled to obtain judgment for costs and attorney fees.

14. THIS IS A LEGALLY BINDING CONTRACT. This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth herein. Any modification of this agreement must be in writing and signed and dated by all parties. TIME IS OF THE ESSENCE in the performance of each part of this agreement. If not understood, consult your attorney.

15. FOREIGN PERSON STATUS. (FIRPTA, Foreign Investment in Real Property Tax Act.) Seller is not a foreign person as defined in Internal Revenue Code Section 1445 and any related regulations. At closing, Buyer will have no duty to collect withholding taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended.

16. ELECTRONIC SIGNATURES. In accordance with Iowa Code ch. 554D, all parties agree that this transaction can be conducted by electronic means; Signed and faxed/scanned electronic documents (i.e. pdf) or certified electronic signatures will be binding on all parties. Text messaging and traditional e-mails will not be binding as signatures.

17. NOTICE AND COUNTERPARTS. Any notice required under this agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this agreement shall be the Seller and Buyer or their respective agents. A signed copy of this agreement, counteroffers, and all addendums or amendments to this agreement shall, taken together, constitute a single binding agreement.

18. ADDENDUMS ATTACHED TO THIS OFFER INCLUDE:

- SPECIFIC PROPERTY AGENCY DISCLOSURE AGREEMENT YES
- SELLER DISCLOSURE OF PROPERTY CONDITION YES NO NOT APPLICABLE EXEMPT
- LEAD BASE PAINT DISCLOSURE YES NO NOT APPLICABLE
- SEPTIC SYSTEM ADDENDUM YES NO NOT APPLICABLE

19. ACCEPTANCE DATE. When accepted by the Seller, this agreement shall become a binding agreement for the sale of the above described property. If this agreement is not accepted by the Seller on or before 02/17/2021 6pm, it shall become null and void and the earnest money shall be returned to the Buyer without liability on the part of either party.

20. SELLER HEREBY **ACCEPTS** **COUNTERS** **REJECTS** the above agreement on _____ . If Seller has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Buyer on or before _____ . If Buyer has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Seller on or before _____ .

Collen M Dietrick dotloop verified 02/15/21 8:57 PM CST P9WG-W69O-NN5C-UHHB

BUYER

SELLER

BUYER

SELLER

ADDRESS

Angie Andersen
PRINT NAME OF SELLING LICENSEE/BROKERAGE COMPANY

ADDRESS

BHHS One Realty Centre

Travis Bushaw
PRINT NAME OF LISTING LICENSEE/BROKERAGE COMPANY

Cornerstone Real Estate

FINAL ACCEPTANCE DATE: _____

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