



**BLACK DIRT LAND SALES & MANAGEMENT LLC  
PURCHASE AGREEMENT**

\_\_\_\_\_ October 1 \_\_\_\_\_, 2019

\_\_\_\_\_, the undersigned (Buyer), having personally or through my agent or representative examined the below-described property, hereby agrees to purchase through Black Dirt Land Sales & Management LLC, Yutan, Nebraska (Broker), as Agent for Sigfridson Farmlands, L.L.C. (Seller), the following described real estate, together with all improvements and fixtures attached thereto (collectively, the "Property"), to wit:

**1. Address:** \_\_\_\_\_.

**2. Legal Description:** The East Half of the Northwest Quarter (E1/2NW ¼) and the Northeast Quarter (NE ¼) of Section 33, Township 96 North, Range 30 West of the 5<sup>th</sup> P.M. EXCEPT that part of the NW ¼ NE ¼ described by the Survey recorded in Book 8, Land Plats, page 243 containing 231 acres, more or less, situated in Kossuth County, State of Iowa.

**3. Personal Property and Mineral Rights:** Purchase of the Property shall include the following personal property None and all mineral and water rights, privileges, right of ways, easements and related rights applicable to the Property, except None. To the extent any and all mineral and water rights, privileges, rights of ways, easements and related rights applicable to the Property are conveyed, Broker makes no representations, warranties, or guarantees regarding such rights.

**4. Purchase Price:** The Buyer agrees to pay for the Property the total sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (Purchase Price) on the following terms: \$ \_\_\_\_\_ as a cash earnest deposit (the "Deposit") to be placed with ~~Black Dirt Land Sales & Management LLC~~ Buchanan Bibler Gabor & Meis Trust Account, 111 N. Dodge Street, Algona, Iowa, (515) 295-3565 evidenced by receipt no later than October 3, 2019. In the event this offer is not accepted by the Seller within the time specified, the Deposit shall be refunded. In the event of refusal or failure of the Buyer to consummate the purchase, the Seller will retain the Deposit as its liquidated damages for failure to carry out the agreement of sale. The balance of the Purchase Price after application of the Deposit shall be due from the Buyer at Closing (as defined below).

**5. Applicable Conditions:** This agreement is conditioned upon the happening of each of the following events: none. In the event any of these conditions are not satisfied in the time period stated, the Buyer may terminate this agreement by notice to the Seller, in which event neither party shall have any further duties, obligations or rights hereunder, other than indemnity and other obligations that are to survive termination in accordance with the terms of this agreement, and the Deposit shall promptly be returned to the Buyer.

**6. Closing:** Approximate closing date of the sale of the Property to be on or before November 1, 2019. (Closing).

**7. Possession:** Possession shall be delivered on Closing subject to the farm lease by and between Seller and Ron J. Kollasch, (Tenant).

**8. Condition of Property:** The Buyer represents that it has determined that the Property is satisfactory to the Buyer for the Buyer's intended uses and purposes and takes title to the Property, including any personal property, in its present condition "AS IS" without reliance upon any representation, warranty, opinion or statement of the Seller or any agent of the Seller.

**9. Taxes:** All real estate are to be prorated to the date of closing. The basis of such proration shall be the last known actual taxes payable. All special assessments now certified as a lien on the Treasurer's books on the date of this contract are to be paid by the Sellers. All subsequent special assessments and taxes are to be paid by the Buyers.

~~**10. Insurance:** Insurance on any buildings or any improvement shall be the responsibility of the Seller and any risk of loss to the Property shall be borne by the Seller until title has been conveyed at the Closing of the sale. In the event, prior to the Closing, the structures on the Property are materially damaged by fire, explosion or any other cause, the Buyer shall at the Buyer's election have the right to accept insurance settlement in lieu of replacement or repair of the building(s) or Buyer may rescind this agreement, and the Seller shall refund the Deposit to the Buyer. N/A~~

**Conveyance of Title:** Within 10 days of acceptance of this offer, the Seller may furnish, at Seller's expense, an abstract of title certified to date and an opinion of title. The Buyer agrees that should a valid title defect exist, the Seller has a reasonable time to correct said defect. If the title defects are not cured within a reasonable time period, the Buyer may rescind this Agreement and the Deposit shall be refunded to the Buyer. The Seller shall convey or cause to be conveyed the Property by warranty deed or trustee warranty deed, executed by all persons having any interest therein, free and clear of all liens, encumbrances, special assessments levied or assessed, EXCEPT (list mortgage or any property to be reserved): none, and subject to all easements and restrictions or covenants now of record.

#### **11. Closing Costs:**

**Closing Documents:** Preparation of the ground water hazard form and declaration of value and deed shall be prepared by Escrow Agent (Buchanan Bibler Gabor & Meis) and shall be paid for by Seller.

**Title Insurance/Abstract:** The cost of abstract of title certified to date and the Buyer shall pay for the cost of Opinion of title

**Escrow Agent:** The Buyer and the Seller acknowledge and understand that the Closing of the sale will be handled by an Escrow Agent (Buchanan Bibler Gabor & Meis Attorneys) and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to the Buyer or the Seller for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between the Buyer and the Seller.

**12. Representation of Seller:** The Seller hereby represents to the Buyer as of the current date and, unless otherwise specified, as of the Closing, as follows:

- a. Parties in Possession. There are no parties in possession of any portion of the Property or the improvements located on the Property, as lessees or otherwise and there are no leases, tenancies or occupancy agreements affecting the Property, other than Ron. J. Kollasch who leases the Property for farming purposes and has acknowledged receipt of written notice to terminate the oral lease as of March 1, 2020. No party has any right to occupy the Property except for the Seller and Ron J. Kollasch.

- b. Condemnation. As of the Effective Date, there is no pending or threatened condemnation affecting the Property, or any part thereof. The Seller will promptly, upon receiving any notice or learning of any such contemplated or threatened action, give the Buyer written notice thereof.
- c. UCC Liens. There are and will be no liens or Uniform Commercial Code liens created by the Seller against any of the Property which will not be satisfied out of the Purchase Price or from other funds of the Seller at or prior to Closing.
- d. Pending Litigation. No proceedings, actions, litigation, bankruptcy petitions, judgments or claims of any nature whatsoever, against the Seller or the Property, are pending, or to the knowledge of the Seller threatened, before any court, governmental regulatory authority or any administrative forum.
- e. Environmental. To the Seller's knowledge, no underground storage tanks or hazardous, toxic or other regulated substances, within the meaning of any applicable federal or local statute or regulation, are presently stored at or otherwise located upon or within, or have been released from, the Property, and no part of the Property is contaminated by any such substance.
- f. Assessments and Taxes. No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and the Seller shall notify the Buyer of any such assessments which are brought to the Seller's attention after the execution of this agreement.
- g. No Violations. To the Seller's knowledge, there are no violations of state or federal laws, municipal or county ordinances, or other legal requirements with respect to the Property. The Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event the Seller receives notice of any such violations prior to the Closing, the Seller shall promptly notify the Buyer thereof, and shall promptly and diligently defend any prosecution thereof and take any and all reasonable actions deemed appropriate by the Seller to eliminate said violations.
- h. Personal Property. With respect to any personal property subject to this agreement, the Seller is the owner of such personal property; the personal property is free from all liens, claims and encumbrances, and the Seller has the right to sell and transfer title to and possession of the personal property to the Buyer.

If any representation above is found by the Buyer, prior to the Closing, to become untrue and is not remedied by the Seller prior to the Closing despite the Seller's commercially reasonable good faith efforts to do so, the Buyer may (i) terminate this agreement, in which event neither party shall have any further rights or obligations pursuant to this agreement (unless otherwise provided herein to survive such termination), and the Escrow Agent shall promptly return the Deposit to the Buyer or (ii) waive its objections and close this transaction. The representations in this Section 13 shall survive Closing.

**13. Default:** Unless otherwise provided for herein, if the Seller fails to comply with any obligation or duty set forth herein, the Buyer's only remedies shall be to either (a) terminate this agreement, in which event the Escrow Agent shall promptly return the Deposit to the Buyer or (b) bring an action to specifically enforce this agreement; provided, any such action must be brought within ninety (90) days after the Seller's failure to comply or such remedy shall be deemed waived by the Buyer. In the event

the Buyer fails to comply with any obligation or duty set forth herein, the Seller's only remedy shall be to terminate this agreement and retain the Deposit as the Seller's property.

**14. Notices:** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by (i) a widely recognized national overnight courier service (subject to a written confirmation thereof), (ii) mailed by United States registered or certified mail, return receipt requested, postage prepaid, (iii) by electronic mail with read receipt requested, with receiving party required to affirmatively acknowledge receipt, or (iv) hand delivery, and addressed to each party at its address as set forth below:

Seller:

Kris Sigfridson  
Sigfridson Farmlands, LLC  
1252 E. Sheena Drive  
Phoenix, AZ 85022

With copy to:

Carrie Duffy  
Black Dirt Land Sales & Management LLC  
P. O. Box 188  
Yutan, NE 68073

Steve Peterson  
DPA Auctions  
419 W. Judy Drive  
Fremont, NE 68025

Buyer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of overnight courier delivery, upon deposit in the United States mail, upon delivery if hand delivered, or when acknowledged by receiving party if by electronic mail. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, either party may from time to time at any time change its mailing address hereunder.

**15. 1031 Exchange:** The Seller and/or the Buyer retains the right, if chosen, to participate in an IRC § 1031 exchange which will not delay the close of escrow or cause additional expense to the Seller

and/or the Buyer. The Seller's and/or the Buyer's rights and obligations under this agreement may be assigned to an Intermediary of the Buyer's and/or the Seller's choice for the purpose of completing such an exchange. The Buyer and/or the Seller agree(s) to cooperate with the Seller and/or the Buyer and the Intermediary in a manner reasonably necessary to complete the exchange.

**16. Agency:** It is understood that Property has been offered to the Buyer by no other person, and that no representations made by the agent in the negotiation of this sale are being relied upon unless incorporated herein in writing.

The Broker(s) or Agent(s) involved in this transaction are:

[ X ] Carrie Duffy is acting as limited agent for the Seller.

[ ] \_\_\_\_\_ is acting as limited agent for the Buyer.

**17. Broker Compensation:**

[ X ] The Buyer and the Seller acknowledge that Black Dirt Land Sales & Management LLC is being paid a fee by the Seller.

[ ] The Buyer and the Seller will each compensate their respective Brokers.

**18. Offer Expiration:** This offer to purchase is subject to acceptance by the Seller on or before October 2, 2019 at 5:00 o'clock PM, CST.

**19. Miscellaneous:** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa, with jurisdiction and venue in Kassuth County, Iowa.

**20. Counterparts:** This agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together, constitute and be one and the same document. Executed signatures of this agreement, including counterparts, may be delivered via facsimile or email (including a PDF sent by email), and such delivery shall have the same effect as the delivery of the original.

**21. Entire Agreement:** This agreement supersedes all prior agreements between the parties hereto with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This agreement shall not be modified or amended except by a written document signed by both the Buyer and the Seller.

**22. Time of the Essence:** With regard to all dates and time periods set forth or referred to in this agreement, time is of the essence.

Buyer:

**WITNESS:** \_\_\_\_\_  
Name

By: \_\_\_\_\_  
Date

Its: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

**ACCEPTANCE / COUNTER PROPOSAL**

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement except for the following modifications which shall constitute a counter proposal (Counter Proposal): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Seller: Sigfridson Farmland, L.L.C.

**WITNESS:** \_\_\_\_\_  
Name

By: \_\_\_\_\_  
Date

Its: Statutory Agent \_\_\_\_\_

1252 E. Sheena Drive  
Address

Phoenix, AZ 85022  
City State Zip

Phone: \_\_\_\_\_

**BUYER RECEIPT AND ACCEPTANCE**

The Buyer acknowledges a fully executed copy of this agreement and accepts Counter Proposal as set out above, if any.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK FURTHER ADVICE.