

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered into by and between the **CITY OF WEST BURLINGTON, IOWA ("SELLER")**, an Iowa municipal corporation, and [REDACTED] ("**BUYER**"), an Iowa corporation, as of the date of last signature set forth below ("Effective Date").

SELLER is the owner of that parcel of real property ("Property") locally known as 1110 W. Mount Pleasant Street (Parcel No. 10-26-453-007) in the City of West Burlington, Des Moines County, Iowa, containing approximately 0.97 acres of land, more or less, and legally described as follows:

ALL OF LOT NUMBER 13, EXCEPT THE NORTH 30.57 FEET OF THE WEST 170 FEET THEREOF, AND EXCEPT THE SOUTH 50 FEET THERE-OF, IN JULIUS H. POHREN'S SUBDIVISION IN THE SOUTH PART OF THE SW¼ OF THE SE¼ OF SECTION 26, TOWNSHIP 70 NORTH, RANGE 3 WEST OF THE 5TH P.M., IN THE CITY OF WEST BURLINGTON, DES MOINES COUNTY, IOWA

SELLER agrees to sell and BUYER agrees to purchase the Property (subject to survey), together with any easements and appurtenant servient estates, and subject to any easements of record for public utilities or roads, any zoning restrictions, restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

1. **PURCHASE PRICE.** The purchase price for the Property shall be [REDACTED] and 00/100 Dollars (\$ [REDACTED].00) with all closing costs paid by BUYER including but not limited to all surveying costs, abstracting costs, recording costs, and attorney's fees incurred by SELLER to facilitate this transaction. As further consideration for this Agreement BUYER agrees to commence construction of a residential structure (subject to zoning approval and a building permit) upon the Property suitable for human habitation, occupancy, or use, compliant with all applicable ordinances of the City of West Burlington within six (6) months of taking title, with construction to be completed within eighteen (18) months of taking title (subject to any mutually agreed extensions). Until such time construction of a residential structure on the Property is completed, as contemplated hereby, BUYER shall not encumber any portion of the Property by lien, mortgage, or other similar debt obligation, nor sell any portion of the Property to a third-party, without the express written consent of the SELLER. The provisions of this Agreement, generally, and this Paragraph, specifically, shall survive closing.

2. **RIGHT OF REVERSION.** Notwithstanding anything herein to the contrary, and as security for BUYER'S obligations to residential structure upon the Property suitable for human occupation or use, as provided in the preceding paragraph, the Warranty Deed conveying the Property to BUYER shall contain a right of reversion which may be exercised by SELLER, in its reasonable discretion, if BUYER fails to develop the Property pursuant to the terms of this Agreement.

To exercise SELLER'S right of reversion, SELLER shall issue BUYER a written notice to cure providing SELLER thirty (30) days in which to complete the required construction. Should

BUYER fail to comply with SELLER's written notice to cure, BUYER agrees to execute and deliver to SELLER, within thirty (30) days of the expiration of BUYER'S period to cure, a Warranty Deed and any other documents necessary to convey title to the Property. BUYER further agrees to take all reasonable steps to ensure SELLER acquires marketable title to the Property, including without limitation satisfying any lien, mortgage, or other similar debt obligation encumbering the Property. BUYER acknowledges and understands the exercise of SELLER'S right of reversion shall entitle SELLER to ownership of the Property, as improved by BUYER, including all improvements and betterments including fixtures attached to the Property with no remuneration to BUYER.

Further, SELLER reserves the right to enforce the terms of this Agreement, including the right of reversion, by instituting a legal action for specific performance and/or to quiet title in SELLER. SELLER shall be entitled to compensation for attorney fees and court costs in such an action.

SELLER'S reversionary right with respect to the Property shall terminate and be of no further force and effect at such time BUYER (or its permitted successors, assigns, or transferees) constructs a residential structure upon the Property suitable for human occupation or use. SELLER agrees to execute any documents reasonably requested by BUYER to evidence termination of the City's reversionary right as set forth herein.

3. REAL ESTATE TAXES; SPECIAL ASSESSMENTS. SELLER is an Iowa municipal corporation, and the Property is exempt from real estate taxes and special assessments. BUYER shall pay all taxes and special assessments assessed to the Property from and after closing.

4. RISK OF LOSS AND INSURANCE. SELLER shall maintain existing liability insurance upon the Property until the date of possession. SELLER shall provide BUYER with evidence of such insurance upon request.

5. POSSESSION AND CLOSING. If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on the date of closing, and any adjustments of rent, insurance, interest, and all charges attributable to SELLER'S possession shall be made as of the date of closing. This transaction shall be considered closed, and BUYER shall take possession, upon the filing of title transfer documents and receipt of all funds due at closing from BUYER under this Agreement. Closing shall be held on or before _____ 2025, or such other date as the parties may mutually agree.

6. CONDITION OF PROPERTY. Unless otherwise provided in this Agreement, the Property is being sold "as is" as of the date of possession with no warranties of any kind, express or implied, as to its condition.

7. **ABSTRACT AND TITLE.** BUYER shall, at BUYER'S expense, promptly have an abstract of title prepared for the Property continued through the date of this Agreement and deliver the same to BUYER'S attorney for preparation of a Title Opinion, at BUYER'S expense. The Title Opinion shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. SELLER shall make every reasonable effort to promptly perfect title, if needed. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) days' written notice to the other party. The abstract shall become the property of BUYER when the Purchase Price is paid in full.

8. **SURVEY.** BUYER may, at BUYER'S expense, have the Property surveyed and certified by a registered land surveyor prior to closing.

9. **DEED.** Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Warranty Deed prepared by SELLER, free and clear of all liens, restrictions, and encumbrances, except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYER. BUYER shall further pay for all recording fees and transfer taxes, if any, related to the recording of the deed or otherwise and shall further effectuate recording of the deed.

10. **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. 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. 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.

11. **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.

12. **REMEDIES OF PARTIES.**

- A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER 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 SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to it and declare this Agreement null and void.

C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

13. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

14. 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 attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

15. 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.

16. COUNCIL APPROVAL. This Agreement is contingent upon the approval of the City Council for West Burlington, Iowa.

17. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as .pdf or a similar format. BUYER and SELLER agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

18. EXECUTION. When and if executed by both SELLER and BUYER, this Agreement shall become a binding contract.

SELLER

**CITY OF WEST BURLINGTON,
IOWA,**
an Iowa municipal corporation

Dated this ____ day of _____ 2025

By: _____
Ron Teater, Mayor

Attest:

Kelly Fry, City Clerk

Address: City Hall
122 Broadway Street
West Burlington, IA 52638

Telephone: (319) 752-8340

BUYER

_____ ,

Dated this ____ day of _____ 2025

By: _____

Address: _____

Telephone: (____) ____ - _____