

## PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT** (the “**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between **SCLD, Inc.**, an Iowa corporation (“**Seller**”) and \_\_\_\_\_ (“**Buyer**”) under the following terms and conditions:

1. **REAL ESTATE DESCRIPTION.** The Buyer offers to buy real estate in Woodbury County, Iowa, described as follows:

Lot \_\_\_\_\_, Whispering View, Third Addition, \_\_\_\_\_ Filing,  
Sioux City, Woodbury County, Iowa,

with any easements and appurtenant servient estates, designated the “**Real Estate**”, but subject to the following: (a) any zoning and other ordinances; (b) any easements and covenants of record; (c) any easements shown on the subdivision plat for the above-referenced Filing of Whispering View, Third Addition; (d) the Fill Addendum attached to the subdivision plat for the above referenced Filing of Whispering View, Third Addition; (e) the Declaration of Covenants, Conditions and Restrictions dated February 24, 2006 and filed for record with the Woodbury County Recorder’s Office on February 24, 2006 in Roll 682, Image 236 as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions dated October 25, 2006 and filed for record with the Woodbury County Recorder’s Office on October 31, 2006 in Roll 687, Image 5212 and the Whispering View Third Addition Design Guidelines; (f) the Agreement for Maintenance of Storm Water and Detention System dated February 8, 2006; (g) a Development Agreement with the City of Sioux City, Iowa dated on or about July 24, 2000 and the Assessment Agreement in connection therewith; and (h) a 28E Agreement between the City of Sioux City, Iowa and Woodbury County, Iowa; provided Buyer, on possession, is permitted to make the following use of the Real Estate: residential use.

2. **PRICE.** The purchase price shall be \$\_\_\_\_\_ payable to Seller as follows:

A downpayment of \$\_\_\_\_\_ shall be paid herewith and held by Seller. The deposit shall be held without interest to the Buyer.

The balance of the purchase price shall be paid in cash on the date of closing and delivery of the deed. No financing is required by the Buyer.

3. **REAL ESTATE TAXES.** Seller shall pay the fiscal year real estate taxes prorated to the date of possession and any unpaid real estate taxes payable in prior years. Buyer 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 at the time of closing the Real Estate does not have its own tax identification number, in which case the parties agree: (i) there will be no pro-ration of the real estate taxes at the time of closing and (ii) the responsibility for the pro-rated real estate taxes shall be allocated after closing upon issuance of the tax statement(s) and based on the date of possession and the square footage of the respective properties.

4. **SPECIAL ASSESSMENTS.**

a. Seller shall pay all installments of special assessments which are a lien on the Real Estate and, if not paid, would become delinquent during the calendar year of the date of this Agreement, and all

prior installments thereof.

b. All other special assessments shall be paid by Buyer.

5. **RISK OF LOSS AND INSURANCE.** Risk of loss prior to Seller's delivery of possession of the Real Estate to Buyer shall be as follows:

a. All risk of loss shall remain with Seller until possession of the Real Estate is delivered to Buyer.

b. If the Real Estate is damaged prior to closing, Buyer may either accept the Real Estate without modification of the purchase price or reject the Real Estate by written notice within fourteen (14) days of knowledge thereof. If the Real Estate is rejected by Buyer, the deposit will be refunded without interest and all rights and obligations will terminate and the parties shall have no further recourse against one another.

6. **CARE AND MAINTENANCE.** Buyer has inspected the Real Estate, which is unimproved, and accepts it in its "AS IS" condition.

7. **POSSESSION.** Except as provided in this Agreement, if Buyer timely performs all obligations, possession of the Real Estate shall be delivered to Buyer no later than \_\_\_\_\_, 200\_\_\_\_. The date of closing shall be the date of possession.

8. **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.

9. **ABSTRACT AND TITLE.** Seller, at its expense, shall obtain an abstract of title to the Real Estate continued through the date of this Agreement, and deliver it to Buyer's attorney for examination. It shall show merchantable title in Seller in conformity with this Agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of Buyer when the purchase price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller. Buyer's attorney for the purpose of the abstract examination is \_\_\_\_\_.

10. **DEED.** Upon payment of the purchase price, Seller shall convey the Real Estate by warranty deed free and clear of all liens, restrictions, and encumbrances except as provided in 1(a) through 1(h). Any general warranties of title shall extend only to the date of the execution of this Agreement, with special warranties as to acts of Seller continuing up to time of delivery of the deed.

11. **REMEDIES OF THE PARTIES.**

a. If Buyer fails to timely perform this Agreement, Seller may forfeit it as provided in the Iowa Code, 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 such failure (during which thirty days such failure 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. Except as otherwise provided herein, if Seller fails to timely perform this Agreement, Buyer has the right to have all payments made returned to Buyer.

c. Except as otherwise provided herein, Buyer and Seller also are entitled to utilize any and all other remedies or actions at law or in equity available to them, including but not limited to specific performance, and shall be entitled to obtain judgment for costs and attorney fees as permitted by law. Seller shall in no event be liable for consequential damages.

12. **NO ASSIGNMENT.** Buyer may not assign this Agreement to any other party.

13. **BROKERS.** Buyer has dealt with no real estate broker or agent in connection with this transaction. Buyer will indemnify and hold harmless Seller against all losses, damages, costs and expenses of claims made by any other broker or agent who claims dealings with the Buyer in connection with this transaction.

14. **ACKNOWLEDGMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND DESIGN GUIDELINES.** Buyer acknowledges Buyer has received a copy of the Declaration of Covenants, Conditions and Restrictions dated February 24, 2006 and filed for record with the Woodbury County Recorder's Office on February 24, 2006 in Roll 682, Image 236 as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions dated October 25, 2006 and filed for record with the Woodbury County Recorder's Office on October 31, 2006 in Roll 687, Image 5212 and the Whispering View Third Addition Design Guidelines (collectively the "**Covenants**"). Buyer further acknowledges the Real Estate is being transferred to Buyer subject to the Covenants.

15. **STORM WATER PERMIT.** Buyer agrees to execute and deliver a Certificate Statement and Indemnification Agreement with respect to the Storm Water Permit concerning the Real Estate.

16. **DEVELOPMENT.** Buyer acknowledges and recognizes that it is purchasing the Real Estate in a development that is not yet complete and is under construction, all of which may result in certain inconveniences to Buyer until such construction and the development is completed. Buyer hereby waives any and all claims with respect thereto. Buyer agrees that if Buyer, Buyer's family, guests, employees, contractors, agents or invitees enter onto any area of construction, they do so at their own risk, and neither Seller nor Seller's contractors, agents or employees shall be liable for any damage, loss or injury to such persons.

17. **CONDITION OF LOT.** Buyer acknowledges that it has examined (to the extent it deems necessary or appropriate) the physical condition of the Real Estate, the current plans for the overall community in which the Real Estate is located (all of which are subject to change from time to time), zoning, permitting and all governmental approvals required for construction of a residential structure on the Real Estate. Buyer has not been induced by and has not relied upon any representations, warranties or statements, whether expressed or implied, oral or written, made by Seller (or any agent, employee, broker, representative or person purporting to represent Seller) which is not specifically set forth in this Agreement. In particular, Seller does not make any representations or warranty with respect to the environmental, soil or subsoil conditions of the Real Estate and shall have no liability or responsibility to Buyer for any loss, damage or expenses incurred by Buyer which are occasioned by the condition or characteristics of the groundwater, soil or subsoil of or under the Real Estate. Buyer is acquiring the Real Estate "AS IS" with no warranties or obligations on Seller's part to make any repairs, remediation, alterations, changes or improvements thereto. Closing by Buyer of the purchase of a lot shall constitute full and complete acceptance by Buyer of such lot in its then existing condition, and a waiver and release of all defects, both latent and those readily observable, except for Seller's representation that as of the closing date water distribution and sanitary and storm sewer systems will be functioning and available to the Real Estate. Seller expressly disclaims any liability for any type of

damage, whether direct, indirect or consequential, which the Real Estate, the home or its inhabitants may suffer because of any existing or future environmental or other conditions (such as, but not limited to, power lines or radon) affecting such inhabitant, the home, the Real Estate or real properties in or adjacent to the Real Estate.

18. **CLOSING AGENT.** It is agreed closing shall be handled under the supervision of Crary, Huff, Inkster, Sheehan, Ringgenberg, Hartnett & Storm, P.C. (hereinafter "**Closing Agent**") subject to the approval of Buyer's attorney on any questions relating to the marketability of title. The Closing Agent's fee shall be Three Hundred Dollars (\$300.00) and shall be split equally between Seller and Buyer.

19. **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.

**SELLER**

SCLD, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**BUYER**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_