

RESOLUTION

31-2004

A RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

WHEREAS, a Resolution was adopted by the City Council of Buffalo, Iowa, on October ____, 2004, concerning setting a public hearing to discuss the proposed sale of all the City's rights, title and interest in and to the real property commonly known as, 326 Fourth Street, Buffalo, Iowa and legally described as:

Lot 1 and 2 in Block 8 in Leroy Dodge and W.L. Clark's Addition to the Town of Buffalo, Scott County, Iowa

WHEREAS, the City Council finds that this sale of real property will serve the public interest.

NOW THEREFORE BE IT RESOLVED, by the City Council of Buffalo, Iowa, as follows:

1. The City of Buffalo, Iowa will sell all of the rights, title and interest in and to the real property described for the purchase price of \$49,900.00.
2. The City of Buffalo will execute an Agreement for Sale of Real Estate, to be signed by the Mayor and attested by the City Clerk, and will be in substantially the same form as the copy of the Agreement for Sale of Real Estate attached to this resolution.
3. The City will furnish an abstract of title and a deed conveying the property by the City of Buffalo will be delivered at closing upon full payment of the purchase price and satisfaction of all applicable provisions of the Agreement for Sale of Real Estate, entered into by said parties.
4. The City shall sell the property in "As Is" condition and the deed shall contain a covenant stating that the Purchaser and subsequent owners of the property shall maintain the historic integrity of the exterior of the building and shall cooperate with the City in having the building designated a historic structure.
5. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

Passed by the City Council of the City of Buffalo, Iowa, this 01 day of November, 2004.

Approved and signed by the Mayor of the City of Buffalo, Iowa, this 04 day of November, 2004.

Betty Walters
Mayor Betty Walters

Carol Bernauer
Attest: Carol Bernauer
City Clerk



AGREEMENT FOR SALE OF REAL ESTATE

PURCHASER:
Tom Caudle
Buffalo, IA 52728
Phone No.: _____

SELLER:
City of Buffalo
409 3rd Street
Buffalo, IA 52728
Phone No.: (563) 381-2226

THIS AGREEMENT IS DATED: November 1, 2004

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to the Purchaser the real estate commonly known as: 326 Fourth Street, Buffalo, Iowa; and legally described as: Lot 1 and 2 in Block 8 in Leroy Dodge & W.L. Clark's Addition to the Town of Buffalo, Scott County, Iowa situated in the County of Scott, and State of Iowa; (the "Premises") for the total sum of \$ 49,900.00 to be paid as follows:

\$ 0.00 EARNEST MONEY, (in the form of _____) which shall be held and receipt of which is hereby acknowledged by _____ in escrow for the benefit of the parties thereto.

\$ 49,900.00 CASH PAYMENT, which shall be paid at the time of closing.

POSSESSION:

(a) Necessary timely legal notices to tenants, if any, to be given by Seller unless otherwise agreed to by the parties.

(b) If Seller shall fail for any reason whatsoever to vacate the Premises as agreed, the Purchaser shall in addition to all other remedies have the right to commence any legal action or proceeding to evict or remove the Seller from the Premises with Seller hereby agreeing to reimburse Purchaser for all reasonable attorney fees and expenses incurred by the Purchaser in the enforcement of his rights under this agreement.

(c) Seller shall deliver possession of the Premises to Purchaser concurrently with the closing of this transaction which shall be held on or before December 31, 2004.

PERSONAL PROPERTY: The following personal property shall be included as part of the consideration for the purchase price:

NONE

CONDITION OF PREMISES: The parties agree that the purchase price reflects the condition of the Premises and purchaser acknowledges that he has inspected the real estate and the improvements thereof, he is acquainted with the condition thereof and he accepts the same in "As-Is" condition.

The Premises, as of the date of this Agreement, and all improvements thereon, will be preserved by the Seller in their present condition until possession is given, ordinary wear and tear excepted. Purchaser shall be permitted to make a final brief inspection of the Premises immediately prior to closing in order to determine there has been no change in the condition of the Premises after the date of this Agreement.

EVIDENCE OF TITLE: Within a reasonable time prior to closing and possession, Seller shall deliver to Purchaser, as evidence of Seller's title, a merchantable abstract of title showing merchantable title of record to the real estate in Seller and certified to a current date, by an abstractor regularly doing business in the county where the Premises are located.

If title evidence discloses exceptions other than those permitted under rules for examination for abstracts of title adopted by the local Bar Association and Iowa State Bar Association, Purchaser or Purchaser's attorney shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing provided such sums are sufficient to effectuate a cure. If Seller is unable to cure such exception, then Purchaser shall have the option to terminate this agreement in which case Purchaser shall be entitled to a refund of the earnest money and neither party shall have further obligation under this Agreement.

CONVEYANCE OF TITLE AND DOCUMENTS OF SALE: At closing Seller shall deliver a warranty deed or fiduciary's deed, if applicable, to Purchaser, or such parties as Purchaser may direct, conveying title together with

such other documents as may be required to record the deed, transfer personal property, if any, and protect Purchaser from mechanics' liens. The Warranty Deed shall contain a covenant stating that the Purchaser and subsequent owners of the property shall maintain the historic integrity of the exterior of the building and shall cooperate with the City in having the building designated a historic structure.

PRORATIONS AND ADJUSTMENTS: The following items shall be prorated at closing as of the date of delivery of possession:

Prorations:

- (a) Real estate taxes, if any, based on the most recent tax information available, which, in the absence of fraud, shall be final;
- (b) Rent, if any, (with transfer in full of any security/damage deposit);
- (c) Other income and operation expenses, if any.

Adjustments:

Utility charges shall be adjusted by the parties by appropriate meter readings at or about the time of delivery and surrender of possession.

EXPENSES OF TRANSFER:

Seller shall pay:

- (a) Cost of Seller's abstracting; and
- (b) Revenue stamps and recording of any releases
- (c) Any recording fees or additional abstracting required to cure any title problems, defects, or exceptions in Seller's title.

Purchaser shall pay:

- (a) Recording fee for deed and mortgage;
- (b) Cost of Purchaser's abstracting or mortgage title insurance policy as required by mortgagee.

Each party shall be responsible for his own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Purchaser's financing, and such charges shall be paid by Purchaser.

DEFAULT: If Purchaser fails to make any payment or to perform any obligation imposed upon him by this agreement, Seller may serve written notice of default upon Purchaser and if such specified default is not corrected within ten (10) days thereafter, Seller, subject to the terms of any listing agreement, may accept the earnest money and any additional down payment as damages or may pursue any available legal remedy including specific performance. In the event Seller fails to perform any obligation imposed upon him by this agreement, Purchaser may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, earnest money and any additional down payment deposit shall be refunded to Purchaser without prejudice the Purchaser's right to any available legal remedy including specific performance. In the event of default the defaulting party shall be liable to the other party for reasonable attorney fees and expenses incurred by reason of the default.

CASUALTY CLAUSE: Prior to closing and delivery of possession to Purchaser, Seller shall keep adequate insurance, including fire and other extended coverage, on improvements on the Premises until title has passed to Purchaser or possession is delivered to Purchaser, whichever first occurs. Purchaser shall be responsible for insurance coverage upon taking title or possession of the Premises, whichever first occurs.

STATUTE OR CODE VIOLATION: Seller expressly warrants that prior to the execution of this agreement, neither he nor his agent has received any notice issued by any city, county, or governmental authority of any existing statute or municipal code violations regarding the Premises.

ESCROW: This agreement will be closed through an escrow with the Seller's attorney, acting as escrow agent, in accordance with the general custom of the community and in conformity with this agreement.

ASSESSMENTS: Special assessments for improvements, which have been confirmed prior to the date of closing, shall be paid by SELLER. Seller acknowledges that prior to the execution of this agreement Seller has no knowledge of or no notice has been received from any municipal authority concerning improvements which could result in a special assessment on the Premises sold herein.

FIXTURES: All fixtures presently installed on the Premises including but not limited to: roller shades, venetian blinds, curtain rods, brackets and fixtures, all carpeting, storm and screen doors and windows, electric light fixtures, bathroom fixtures and accessories, central heating and cooling units and attached equipment, grill, all shrubs and

trees, shall be left by Seller in or upon said Premises exactly as they are as of the date of this agreement, and shall be deemed a part of the real estate and title thereto shall pass to Purchaser at closing.

ENVIRONMENTAL MATTERS: Seller has no knowledge of wells, hazardous wastes or substances or underground storage tanks on the property, and to the best of Seller's knowledge represents that the Premises is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, hazardous wastes or substances or underground storage tanks.

ENTIRE AGREEMENT: THIS AGREEMENT INCLUDES ALL OF THE PROVISIONS, TERMS AND OBLIGATIONS PRINTED ABOVE. This agreement, when executed by the parties, constitutes the entire agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and on any riders attached hereto and made a part hereof and this agreement shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

LEGAL ASSISTANCE: The Seller and Purchaser are aware that when fully signed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their interests in connection with contractual, title and other aspects of this transaction, they have the right to consult an attorney before this agreement is signed.

ACCEPTANCE BY SELLER: Until accepted by Seller this document constitutes an offer by Purchaser on the terms stated above. If this offer is not accepted by Seller on or before November 15, 2004, it shall become null and void and all payments shall be returned to Purchaser. This agreement has been read and executed on the dates beside our signatures.

Executed by Purchaser:

Thomas Caudle

Date: _____

Executed by Seller:

City of Buffalo

By: Betty Walters
Mayor Betty Walters

Date: 11/4/04