



## **Agenda**

### **City Council Work Session**

Oelwein Community Plaza, 25 West Charles, Oelwein, Iowa

5:30 PM

August 10, 2020

Oelwein, Iowa

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**Mayor:** Brett DeVore

**Mayor Pro Tem:** Warren Fisk

**Council Members:** Matt Weber, Renee Cantrell, Tom Stewart, Karen Seeders

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#### **Pledge of Allegiance**

#### **Discussions**

- [1.](#) Discussion on the sale of 308 6th Avenue SE

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#### **Adjournment**

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 319-283-5440

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 08/04/2020

TO: City of Oelwein (Seller)

FROM: David J Weaver (Buyer)

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

**Buyer offers to buy:** 308 6th Ave SE, 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 \$**30,000.00

**Earnest money of \$**250.00 to be held in trust by Cornerstone Realtors Trust 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 5:00 PM, the 25th day of September, 2020

**Possession** to be given to Buyer at closing or by 12:00 AM PM on the 4th day of September, 2020. 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)   
08/04/20  
5:49 PM CDT  
dotloop (Initials)

Seller(s) \_\_\_\_\_  
(Initials)

**Property Address** 308 6th Ave SE, 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 15 \_\_\_\_\_ 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 09/16/2020. 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 all taxes due, plus prorated to the date of 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 7 \_\_\_\_\_ 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)                       
  
08/04/20  
5:49 PM EDT  
dotloop Ver 1.1  
                    (Initials)

Seller(s)                       
                    (Initials)

98-102 (Revised 4/17)

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**8. OTHER TERMS/CONDITIONS THIS PURCHASE AGREEMENT IS SUBJECT TO:**

\*Buyer agrees to occupy the property as primary resident within 6 months of closing.

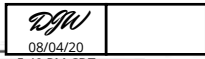
Multiple horizontal lines for additional terms or conditions.

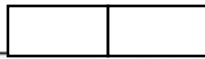
**9. RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this agreement null and void. The property shall be deemed substantially damaged or destroyed if it cannot be repaired to its present condition on or before the closing date.

**10. TITLE PAPERS AND ABSTRACT.** At the time of the final payment hereunder, the Seller shall convey the premises to the Buyer by warranty deed and shall furnish the Buyer an abstract of title that, in the case of platted property, begins with the recording of the proprietors plat of subdivision, or with root of title, and that shows marketable record title to the premises vested in the Seller as of the date of this agreement between the parties hereto. Within a reasonable time after the execution of this agreement, such abstract, certified to a date subsequent to the date hereof, shall be submitted to the Buyer for examination. Buyer or Buyer's attorney shall either approve the title or point out specific objections. After all valid objections have been satisfied or provided for, Seller shall have no obligation to pay for further abstracting excepting any made necessary by his own affairs.

**11. COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this agreement shall be subject to Court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly proceed to a hearing for Court approval. In that event a Court Officer's Deed shall be used to convey title.

**12. SURVEY.** Buyer may, at Buyer's sole expense, prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the property or if any improvements located on the property encroaches on lands of others, the encroachment shall be treated as a title defect. If the survey is required under Iowa Code Chapter 354, Seller shall pay the cost thereof. (Chapter 354 applies only to land which has been divided using a metes and bounds description.)

**Buyer(s)**   
08/04/20  
5:49 PM CDT  
dotloop verified  
**(Initials)**

**Seller(s)**   
**(Initials)**

**Property Address** 308 6th Ave SE, 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 08/26/2020 @ 5:00 PM, 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 \_\_\_\_\_.

*David J Weaver* dotloop verified 08/04/20 5:49 PM CDT WWEN-MWUA-V6BT-WVFN

BUYER  
\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
SELLER

ADDRESS \_\_\_\_\_

Travis Bushaw  
PRINT NAME OF SELLING LICENSEE/BROKERAGE COMPANY

ADDRESS \_\_\_\_\_

Cornerstone Real Estate

Travis Bushaw  
PRINT NAME OF LISTING LICENSEE/BROKERAGE COMPANY

Cornerstone Real Estate

FINAL ACCEPTANCE DATE: \_\_\_\_\_

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