

OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Patricia A. Chamberlain (Seller)

SECTION 1. REAL ESTATE DESCRIPTION. The undersigned BUYER hereby offers to buy and the undersigned SELLER by his acceptance agrees to sell the real estate situated in Dubuque, Iowa, locally known as 2442-2446 Washington Street, Dubuque, IA 52001 and legally described as:

North ½ of Lot 19 O.S. Langworthy's Addition, in the City of Dubuque, Iowa

South ½ of Lot 19 O.S. Langworthy's Addition, in the City of Dubuque, Iowa

(Real Estate); legal description to be confirmed per continued abstract per Section 10, together with any easements and appurtenant servient estates, but subject to the following:

- A. Any easements of record for public utilities or roads;
- B. Any zoning restrictions and other ordinances; and
- C. Any covenants of record.

SECTION 2. PURCHASE PRICE. The purchase price shall be \$102,500, payable in cash at the closing.

SECTION 3. REAL ESTATE TAXES. Seller shall pay any unpaid real estate taxes payable for fiscal year 2014-2015 and prior years. Seller shall also pay real estate taxes for fiscal year 2015-2016 prorated through the date of closing. Buyer shall pay all subsequent real estate taxes due and payable after the date of closing.

SECTION 4. SPECIAL ASSESSMENTS. Seller shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this Offer. All other special assessments shall be paid by Buyer.

SECTION 5. RISK OF LOSS AND INSURANCE. Seller shall bear the risk of loss or damage to the Real Estate prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Offer shall be null and void; provided, however, Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

SECTION 6. CARE AND MAINTENANCE. The Real Estate shall be preserved in its present condition and delivered intact at the time of possession is delivered to Buyer, provided, however, if there is loss or destruction of all or any part of the Real Estate

from causes covered by the insurance maintained by Seller, Buyer agrees to accept such damaged or destroyed Real Estate together with such insurance proceeds in lieu of the Real Estate in its present condition and Seller shall not be required to repair or replace same.

SECTION 7. POSSESSION AND CLOSING.

7.1 If Buyer timely performs all obligations, possession of the Real Estate shall be delivered to Buyer on or before October 31, 2015, or such earlier date as the parties may agree in writing, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.

7.2 Closing shall occur after the approval of title by Buyer and vacation of the Real Estate by Seller, but prior to possession by Buyer. Seller agrees to permit Buyer to inspect the Real Estate within seventy-two (72) hours prior to closing to assure that the premises are in the condition required by this Offer. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession.

7.3 This transaction shall be considered closed upon the delivery of the title transfer documents to Buyer and receipt of all funds then due at closing from Buyer under the Offer.

SECTION 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.

SECTION 9. FIXTURES.

9.1 Included with the Real Estate shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the Real Estate from a structural integrity standpoint, whether attached or detached.

9.2 The following items shall not be included: N/A

SECTION 10. ABSTRACT AND TITLE. Buyer, at Buyer's expense, shall promptly obtain an abstract of title to the Real Estate. It shall show marketable title in Seller in conformity with this Offer, Iowa law, and title standards of the Iowa State Bar Association. Seller shall make every reasonable effort to promptly perfect title. If closing is delayed due to Seller's inability to provide marketable title, this Offer shall continue in force and effect until either party rescinds the Offer 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. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or Seller's assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance

Authority.

SECTION 11. DEED. Upon payment of the Purchase Price, Seller shall convey the Real Estate to Buyer by Court Officer's Deed, free and clear of all liens, restrictions, and encumbrances, except as provided in this Offer. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by Buyer.

SECTION 12. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This Offer shall apply to and bind the successors in interest of the parties. This Offer shall survive the closing.

SECTION 13. RIGHTS OF INSPECTION, ENVIRONMENTAL TESTING, AND REVIEW.

13.1 Buyer, its counsel, accountants, agents, and other representatives, shall have full and continuing access to the Real Estate and all parts thereof, upon reasonable notice to Seller. Buyer and its agents and representatives shall also have the right to enter upon the Real Estate at any time after the execution and delivery hereof for any purpose whatsoever, including inspecting, surveying, engineering, test boring, performance of environmental tests, and such other work as Buyer shall consider appropriate, provided that Buyer shall hold Seller harmless and fully indemnify Seller against any damage, claim, liability, or cause of action arising from or caused by the actions of Buyer, its agents, or representatives upon the Real Estate (except for any damage, claim, liability, or cause of action arising from conditions existing prior to any such entry upon the Real Estate), and shall have the further right to make such inquiries of governmental agencies and utility companies, etc. and to make such feasibility studies and analyses as it considers appropriate.

13.2 Seller warrants to the best of Seller's knowledge and belief that there are no wells, solid waste disposal sites, hazardous wastes or substances, underground storage tanks, or burial sites located on the Real Estate, except as set out below. Seller further warrants that Seller has done nothing to contaminate or allow the contamination of the Real Estate and has no knowledge of any contamination. Seller warrants that the Real Estate is not subject to any local, state, or federal judicial or administrative action, investigation, or order regarding its environmental condition or environmental compliance. Seller shall provide Buyer with a properly executed Groundwater Hazard Statement showing no wells, solid waste disposal sites, hazardous wastes, underground storage tanks, and private burial sites on the Real Estate which shall be considered a warranty and representation by Seller to Buyer.

13.3 Seller represents and warrants to Buyer that the Real Estate is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

SECTION 14. ENCUMBRANCES. Seller warrants that the Real Estate will as of the

date of closing be free and clear of all liens, security interests, and encumbrances.

SECTION 15. TENANTS. The Seller will offer the current tenants of 2446 Washington Street replacement housing at the current monthly rent of 2446 Washington for 42 months.

SECTION 16. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

SECTION 17. 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 attorney's fees and costs) arising from or related to breach of the foregoing certification.

SECTION 18. REMEDIES OF THE PARTIES.

18.1 If Buyer fails to timely perform this contract, 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 (30) days such failure is not corrected) Seller may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.

18.2 If Seller fails to timely perform this contract, Buyer has the right to have all payments made returned to it.

18.3 Buyer and Seller also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

SECTION 19. WAIVER. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

SECTION 20. NOTICE. Any notice under this Offer 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.

Patricia A. Chamberlain
2442 Washington Street

Dubuque, IA 52001

City of Dubuque
350 W. 6th Street, Suite 312
Dubuque, IA 52001

SECTION 21. TIME IS OF THE ESSENCE. In the performance of each part of this Offer, time shall be of the essence.

SECTION 22. TIME FOR ACCEPTANCE. When accepted, this Offer shall become a binding contract. If this Offer is not accepted and delivered to Buyer on or before 5:00 p.m. on August 13, 2015, this Offer shall be null and void and all payments shall be returned immediately to the Buyer.

SECTION 23. ENTIRE AGREEMENT. This Offer contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer.

SECTION 24. PARAGRAPH HEADINGS AND CONSTRUCTION. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Offer. 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.

SECTION 25. OTHER PROVISIONS.

25.1 Seller will provide Buyer with a signed Acknowledgment of Voluntary Negotiation and Purchase of Property at the time of closing.

25.2 This Offer is subject to the final approval of the City Council of the City of Dubuque, Iowa in its sole discretion. If the City Council of the City of Dubuque, Iowa does not approve this Offer, it shall become automatically void and neither party shall be bound by the terms and conditions set forth herein.

Accepted : _____, 2015

Dated: _____, 2015

SELLER

PATRICIA M. CHAMBERLAIN

SS: _____

BUYER

CITY OF DUBUQUE

EIN: 42-6004596

By: Patricia M. Chamberlain

By: Roy D. Buol, Mayor