

RESOLUTION NO. 079 (2025/2026)

A RESOLUTION APPROVING REAL ESTATE PURCHASE AGREEMENT

WHEREAS, the City Council of Nevada, Iowa (the “City”) owns certain real property located in Story County, Iowa, legally described in Exhibit A and depicted in Exhibit B attached to the Real Estate Purchase Agreement (the “Property”); and

WHEREAS, the City has negotiated a Real Estate Purchase Agreement (the “Agreement”) with Flummerfelt’s Country Club Estates MHC, LLC (the “Buyer”) for the sale of the Property for the sum of \$500.00, subject to the terms and conditions set forth therein; and

WHEREAS, the City has determined that it has no current or anticipated public use for the Property, and that the sale of the Property is in the best interests of the City and its residents; and

NOW, THEREFORE, be it resolved by the City Council of Nevada, Iowa:

1. The Real Estate Purchase Agreement between the City of Nevada, Iowa and Flummerfelt’s Country Club Estates MHC, LLC for the sale of the Property is hereby approved.
2. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

PASSED AND APPROVED this 27th day of April, 2026.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") is executed this ____ day of ~~March~~ April 2026, by and between THE CITY OF NEVADA, IOWA ("Seller") and FLUMMERFELT'S COUNTRY CLUB ESTATES MHC, LLC, an Iowa limited liability company, ("Buyer") (Buyer and Seller are at times referred to herein as the "Parties" or, each referred to individually, as a "Party").

1. **PROPERTY PURCHASED.** The Buyer hereby offers to buy, and the Seller agrees to sell the real property situated in Story County, Iowa, which is part of the property legally described in the attached Exhibit A, and as tentatively depicted in the attached Exhibit B, incorporated herein by this reference, together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, (the "Property").

2. **PURCHASE PRICE.** The Purchase Price shall be \$500.00 to be paid in full at Closing.

3. **REAL ESTATE TAXES.** No property tax adjustment or proration shall apply.

4. **SPECIAL ASSESSMENTS.** (a) Seller shall pay in full all special assessments which are a lien on the Property as of the date of acceptance as shown below. (b) All charges for solid waste removal, sewage and maintenance that are attributable to Seller's possession, including those for which assessments arise after closing, shall be paid by Seller. (c) Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by Seller via an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to Seller. (d) Buyer shall pay all other special assessments.

5. **RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the Property 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 Agreement 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.

6. **ABSTRACT AND TITLE.** ~~Seller does not have an abstract for the Property. Buyer may obtain a title certificate, at their expense, for the Property. Seller, not more than thirty (30) days after execution of this Agreement,~~

~~at its cost, agrees to deliver to Buyer or Buyer's attorney, for examination, an abstract of title continued to a date not later than the date of this Agreement, showing merchantable title in accordance with this Agreement, Iowa law and the Iowa Title Standards.~~ After review by Buyer or Buyer's attorney, Buyer shall deliver written notice to Seller of all matters of title to the Property of which Buyer disapproves (the "Title Objections"). Within ten (10) days of receipt of Buyer's Title Objections, Seller shall notify Buyer in writing whether Seller intends to cure such Title Objections at its expense. If Seller elects to cure such Title Objections, Closing will be postponed, if necessary, pending correction of title. If title to the Property is not marketable and is not made so by Seller within ten (10) days from the date Seller receives Buyer's written objections, or if Seller notifies Buyer that Seller has elected not to cure Buyer's Title Objections, then Buyer may, at its option, elect to (i) terminate this Agreement by giving written notice of termination to Seller, ~~and all money paid by Buyer shall be immediately returned to Buyer,~~ and thereafter this Agreement shall have no force or effect except for provisions which expressly survive termination; or (ii) waive any defects to the title and proceed to Closing. If title to the Property is found to be marketable or is made so, or if Buyer does not object to title in writing, then Buyer will be deemed to have accepted title as marketable. Buyer shall bear the expense of any initial title opinion performed in conjunction with this Agreement.

Seller shall bear the expense of any subsequent title work necessitated by the Title Objections. ~~After examination by Buyer or Buyer's attorney, the abstract shall be held by Seller until delivery of Warranty Deed, at which time the abstract shall be delivered to Buyer and shall become Buyer's sole property. Seller agrees to pay for additional abstracting which may be required by the Title Objections, or the acts, omissions, death or incompetency of Seller occurring before delivery of deed.~~

7. **CLOSING.** Pursuant to the terms of and subject to the conditions of this Agreement, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place on the date that is thirtyen (~~310~~) business days after completion of the Certified Survey (the "Closing Date"). Closing may be conducted by the delivery and exchange of this Agreement and all required closing documents by UPS, FedEx or other recognized overnight courier and/or by facsimile or electronic transmission in ".pdf" or a comparable electronic format. All actions to be taken at the Closing pursuant to this Agreement shall be deemed to have occurred simultaneously on the Closing Date, and no act, document or transaction shall be deemed to have been taken, delivered or effected until all such acts, documents and transactions have been taken, delivered or effected.

Any adjustments of rent, including any farm rent, insurance, taxes, interest and all charges attributable to the Seller's possession shall be made as of the Closing Date. Closing shall, in any event, occur only after approval of title by Buyer's attorney, and after Seller provides possession of the Property.

If Closing does not occur on the above-stated Closing Date, this Agreement shall remain in full force and effect unless terminated in writing by the Parties, or if the delayed Closing is the result of a breach by either Party, for which remedies are provided herein. 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. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from Buyer under the Agreement.

8. **CONDITION OF PROPERTY.** The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the Seller in its present condition until possession, ordinary wear and tear excepted. Seller makes no warranties, express or implied, as to the condition of the Property. Buyer acknowledges that Buyer has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

9. **CONDITIONS TO CLOSING.** Buyer's obligations to close the transactions contemplated by this Agreement are expressly conditioned upon the following, which must be completed to Buyer's reasonable satisfaction:

- a. Completion of a survey (the "Certified Survey"), at Buyer's expense, by a certified land surveyor showing the Property as depicted in Exhibit B.
- b. Approval by the City of Nevada of a boundary line adjustment to incorporate the Property into Buyer's existing parcel immediately east of the Property.
- c. Approval by the City of Nevada disposing of the Property, including compliance with Iowa Title Standard 2.1.

The above conditions shall be completed at Buyer's sole cost, provided that Seller shall execute any and all documents or instruments reasonably necessary to complete the same. If any conditions in this Section 9 have not been satisfied on or before the applicable Closing Date, then Buyer may terminate this Agreement by providing written notice to Seller on or before the Closing Date, in which case neither party shall have any further liability except for obligations which expressly survive termination (the

“Surviving Obligations”). The conditions in this Section 9 are specifically stated and for the sole benefit of Buyer. Buyer in its discretion may unilaterally waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof, by notice to Seller or by proceeding to Closing.

10. ENVIRONMENTAL MATTERS. Seller warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of Radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances. Seller warrants that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Seller shall provide Buyer with a properly executed Groundwater Hazard Statement showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste, and underground storage tanks on the Property.

11. SELLER'S CLOSING DELIVERABLES. (a) Upon payment of the Purchase Price in full, Seller shall convey the Property to Buyer by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by Buyer. (b) Seller shall deliver an affidavit of compliance in conformance with Iowa Title Standard 2.1, including proof of publication of the public hearing on disposition, and resolution authorizing the disposition.

12. STATEMENT AS TO LIENS. If Buyer intends to assume or take subject to a lien on the Property, Seller shall furnish Buyer with a written statement prior to closing from the holder of such lien, showing the correct balance due.

13. USE OF PURCHASE PRICE. At time of settlement and closing, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

14. REMEDIES OF THE PARTIES. (a) If Buyer fails to timely perform this Agreement, Seller may declare the Agreement breached by Buyer, and if such breach is not cured within thirty (30) days of Seller providing Buyer written notification of the breach, then this Agreement shall have no further force or effect. (b) If Seller fails to timely perform this Agreement, Buyer shall have the right, after providing Seller a period of not less than thirty (30) days to perform pursuant to the terms of this Agreement, to cancel this Agreement. (c) In addition to the foregoing, and not in limitation thereof, the Parties are also 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.

15. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the Parties at its address given below.

16. 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 any breach of the foregoing certification.

17. TIME OF THE ESSENCE; WAIVER; BINDING NATURE; SURVIVAL. 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. 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.

18. EXISTING FINANCING. Any mortgage or encumbrance of a similar nature (including any real estate contract under which Seller is currently purchasing) on the above real estate shall be timely paid by Seller so as to not prejudice the Buyer's equity herein. Should Seller fail to pay, Buyer may pay any such sums in default and shall receive credit on this Agreement for such sums so paid.

19. EXPENSES AND ABSENCE OF COMMISSION. The Parties agree that each shall bear their own legal, accounting, financing, and other expenses in connection with the preparation and consummation of this Agreement, unless otherwise provided herein. The Parties also acknowledge and warrant that neither has incurred any liability for commissions, finder's fees, or similar claims that would become an obligation of the other in connection with this transaction. The parties acknowledge that a member of Buyer is a licensed real estate broker, entering into this Agreement of his own account.

20. CLOSING FEES AND COSTS. Seller shall pay the cost of transfer stamps, preparation, recordation ~~and abstracting~~ of any corrective instruments necessary to cure title defects, preparation (but not recording of) the instrument(s) conveying title and such other expenses as are paid by Seller under local practices, so long as responsibility for payment has not been expressly provided for herein. Buyer shall pay for recordation of the instrument(s) conveying title, ~~continuation of abstracts after closing, examination of the abstract by Buyer's attorney, cost to acquire a title certificate,~~ any closing costs assessed by Buyer's lender, and such other expenses as are paid by buyers under local practices, so long as responsibility for payment has not been expressly provided for herein.

21. ATTORNEY FEES AND COSTS. In the event any action or proceeding is initiated by either party herein to enforce or protect its respective rights under this Agreement, the prevailing party shall be entitled to recover, to the extent permitted by law, reasonable attorney fees, court costs, and other expenses advanced to enforce or protect the prevailing party's rights under this Agreement.

22. ASSIGNMENT. Buyer shall be entitled to assign this Agreement without consent or notice to Seller, provided that any such assignee must be an entity which is wholly owned or controlled by Buyer.

23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

24. ENTIRE AGREEMENT. This Agreement and any exhibits, schedules, or addenda attached hereto constitute the entire agreement between the parties herein pertaining to the subject matters hereof and supersede all negotiations, preliminary agreements, and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof. No representation, statement or assertion made by either party which has not been included in this Agreement shall have any force or effect. Any exhibits, schedules, or addenda are hereby incorporated into and made part of this Agreement.

[End of Agreement; Signature Page & Exhibits Follow]

Dated: _____

SELLER: City of Nevada, Iowa

By

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Dated: _____

BUYER: Flummerfelt's Country Club Estates MHC LLC

By

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

EXHIBIT A

Legal Description of Existing Parcel*

To be provided by Certified Survey

Parcel Identification Number: N/A

EXHIBIT B

Depiction of the Property

