

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



*City of Washington
215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
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OFFER TO PURCHASE REAL ESTATE

This agreement entered into this ___ day of _____, ___ between the City of Washington, Washington County, Iowa hereinafter known and referred to as Seller and _____ of the County of _____, State of _____ hereinafter known and referred to as Buyer, WITNESSETH AS FOLLOWS:

The Seller hereby agrees to sell to the Buyer on the performance of the agreement of the Buyer as hereinafter set forth, the following described real estate situated in Washington County, Iowa, to-Wit:

Lot ___, NLW Subdivision Plat 1, Washington, Iowa

This agreement is subject to the protective covenants and the stipulations as described in such covenants and as set out herein.

The Buyer, in consideration of the premises, hereby agrees to and with the Seller to purchase the real estate above described with all improvements thereon for the payment of \$1,000 earnest money at time of offer and the sum of \$_____ dollars payable at the time of closing. **The Deed shall include right of reverter to the City in the case in which a new house is not ready for final occupancy inspection by the City within 18 months of the closing. In the case that the City exercises this right under the terms of the Protective Covenants, the City is entitled to subtract an administrative fee not to exceed ten percent (10%) of the original purchase price.** The City shall not unreasonably withhold an occupancy permit.

The Seller agrees to furnish an abstract of title to said premises showing good merchantable title.

The Seller agrees to pay all taxes up to the date of this agreement on a prorated basis.

It is agreed that the Buyer is purchasing said premises upon his/her own inspection and not by reason of any warranty or representation of the Seller.

It is mutually agreed by and between the parties hereto that the covenants herein contained shall be obligatory upon the respective parties to this agreement. This offer cannot be assigned and the property cannot be conveyed after sale until a home has been constructed unless the Seller consents to said assignment in writing.

“One of the 100 Best Small Towns in America”

If such sums of money are paid as herein set forth promptly at the times agreed upon, and the covenants as stated are followed, the Seller will on receiving said sums of money, execute or cause to be executed and deliver at its own cost and expense, a good and sufficient Warranty Deed in due form of law conveying said property to the Buyer.

Closing date shall be on or before _____.

It shall be mutually agreed that the office of the City Administrator, City Hall, Washington, Iowa shall be the place of settlement, where all payments and tender of payments shall be made. Sale is subject to City Council approval, which shall be made within 45 days of the date of this agreement.

If more than one joins in the execution of this contract as Seller or Buyer or any be of the feminine sex, the pronouns and relative words herein used shall be read and construed as if written in the plural or the feminine, respectively.

WITNESS our hands the day and year first above written.

City of Washington, Iowa

Buyer(s)

By: _____
City Administrator

STATE OF _____, COUNTY OF _____, ss:

This record was acknowledged before me on _____, by

as _____
of _____

Notary Public

STATE OF IOWA, WASHINGTON COUNTY, ss:

On this _____ day of _____, 202__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brent Hinson, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of Washington, Iowa; a municipal corporation; and that the instrument was signed on behalf of the corporation, by it voluntarily executed.

Notary Public