

Whereupon, Council member Weland made a motion to approve the following:

**RESOLUTION 2026-11**

**A Resolution Executing a Listing Agreement for certain lots**

WHEREAS, the City of Eagle Grove, Wright County, State of Iowa, is a duly organized Municipal Organization; and,

WHEREAS, the City Council desires to enter into a Listing Agreement (hereinafter referred to as the "Agreement"); and,

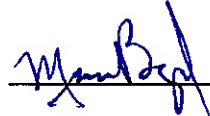
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Eagle Grove hereby approves of execution of the Listing Agreement, hereto affixed to this Resolution, and authorizes the Mayor and City Clerk to execute the Agreement.

The motion was seconded by Council member Pamperin and after due consideration thereof, the roll was called and the following Council members voted:

Ayes: Vanderwater, Pamperin, Spangler, Middleton, Weland

Nays:

Whereupon, the Mayor declared said this Resolution duly passed and adopted this 17<sup>th</sup> day of February, 2026.



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Mayor Micheal Boyd

Attest:



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Bryce Davis, City Clerk

**EXCLUSIVE LISTING AGREEMENT**  
**Ryerson Realty LLC (RIGHT TO SELL, LEASE, OR RENT REAL ESTATE)**  
**(Broker Representation of Owner/Seller)**



**When Computing Time and Providing Notices Under This Agreement:** "Day(s)" means calendar days (Sunday-Saturday). A day begins at 12:00 AM and ends at 11:59 PM.

**Notice:** Any notice that is required under the provisions of 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 fulfilling the terms of this Agreement shall be the SELLER or BUYER or their respective agents

1 Check all boxes that apply.

2 1. **THIS AGREEMENT**("Agreement") is entered into by and between prospective **OWNER/SELLER(S)** (print name per  
3 title) City of Eagle Grove hereafter called "**Owner/Seller**"

4 and (**Brokerage/Firm**) RYERSON REALTY LLC

5 **OWNER/SELLER'S BROKER**, hereinafter called "Broker" or "Agent". The term "Broker" shall also include Broker's  
6 affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller, landlord or optionor. The  
7 term "Buyer" shall include buyer, tenant or optionee. The terms "sell" and "sale" shall include sell, lease, rent, exchange or option.  
8 Owner/Seller or Owner/Seller 's duly authorized agent whose signature appears below, hereby grants to the undersigned

9 **BROKER**, the exclusive right to  sell  rent  lease for an irrevocable period beginning the  
10 12 day of February, 2026 and ending at 11:59 PM the 11 day of March, 2027

11 (the "Exclusive Period") the following property.

12  
13 2. **THE REAL PROPERTY** ("Property") located in Wright County, Iowa, legally described as

14  
15 **Address:**

16 Lots 1-6 Rotary Subdivison

17 Other (Parking, Storage Areas, etc.): Selling Company retains 100% commission on that transaction. City Attorney will close.

18 3. **INCLUDED PROPERTY:** All property, including keys, alarms and garage door remotes shall be delivered to BUYER at  
19 possession or closing, whichever occurs first. All fixtures presently installed including, but not limited to: wall to wall carpeting  
20 and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors (including bathroom), shelving, shades, rods, blinds, awnings, storm  
21 windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment,  
22 fireplace equipment including screens and grates, fuel/propane tank (if owned), air conditioning equipment (including window),  
23 door chimes, alarm devices, built-in items and electrical service, cable/fencing, (including underground), garage door opener and  
24 control(s), other attached fixtures, radio and/or attached TV receiving equipment (including tv mounts), whole house speakers  
25 (including surface mounted), trees, bushes, shrubs, plants, appurtenant structures or equipment and storage buildings are included  
26 in this Agreement.

27 **OTHER ITEMS EITHER INCLUDED OR EXCLUDED (SPECIFY):** \_\_\_\_\_

28  
29  
30 **Notice:** Items marked "included" are intended to remain with the Property after sale. However, included items may be  
31 negotiable between Buyer and Owner/Seller, and requested items should be in writing as either included or excluded in  
32 any Offer to Buy/Purchase Agreement. The Offer to Buy/Purchase shall be the final terms of any agreement.

33  
34 4. **LIST PRICE** to be \$ 15,000.00 on the following terms:

35 Loan Type:  CONVENTIONAL  ARM  FHA  RD  VA

36  OTHER: \_\_\_\_\_

37 **SHOWINGS** beginning no sooner than \_\_\_\_\_, **POSSESSION** will be given no sooner than  
38 \_\_\_\_\_ at closing and Owner/Seller will pay to Broker a **PROFESSIONAL SERVICE FEE** of  
39 \$ 1,000.00 or \_\_\_\_\_ % percent of the gross sales price, or \$ \_\_\_\_\_ or \_\_\_\_\_ % percent of  
40 gross 12 month lease, whichever is greater if:

41  
42 a. Broker procures a Buyer during the Exclusive Period ready, willing and able to purchase at the above price and terms, or on  
43 any other price and terms agreeable to Owner/Seller; or:

44 Owner(s) (Initials) M B acknowledge that they have read this page.

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b. Owner/Seller or anyone else sells, exchanges, leases, rents or otherwise transfers the Property during the Exclusive Period at any price or on any terms (or as provided in paragraph 9); or:

c. The Property is sold, transferred, leased, rented, or exchanged, by any person, within 90 days after the end of the Exclusive Period (the Protection Period), to any person, firm or corporation, to whom Broker or any person representing Broker has a causal connection and presented for sale this Property during the Exclusive Period, if Broker supplies Owner/Seller with a list of names and contact information of persons at or before the end of the Exclusive Period. Provided, however, that Owner/Seller shall not be obligated to pay the Professional Service Fee if: (1) a valid listing agreement for the Property is entered into during the Protection Period with another licensed real estate broker and the sale of the Property is made during the Protection Period; and (2) Owner/Seller does not reserve the parties on the protected list from the new listing; or:

Owner/Seller prevents the sale of this Property by any adverse action, including, but not limited to attempting to cancel this Agreement without cause. Owner/Seller agrees to locate abstract or assist Buyer in obtaining title insurance and a good, marketable title.

d. In the event an offer is accepted on this Property during the term of this Agreement or any protection period thereafter, all parties agree the terms and conditions of the Agreement will be extended to cover and accommodate final settlement, document recording, and administrative tasks to facilitate the transaction.

The professional service fee shall be payable in cash in the county in this state where Broker's principle office is located, at the time of the transaction settlement. Owner/Seller authorizes Broker or other escrow agent to pay Broker from Owner/Seller's proceeds of the sale.

5. **COOPERATIVE BROKERAGE ARRANGEMENTS.** Owner/Seller agrees that Brokerage may cooperate with and compensate other Brokerages, that Brokerage may utilize its own independent business judgment to determine which brokerages it will cooperate with and the amount of compensation (if any or differing amounts) it will offer differing Brokerages. Broker will disclose to Owner/Seller any policy which would limit participation of any other brokerage. On this transaction Brokerage may offer compensation to other Brokerages of up to \$ 0.00 or 0 % percent of gross sale price or 0 % percent of gross commission received. If a referral fee is to be paid, a Referral Disclosure will be provided.

6. **BROKER** is given permission to: Advertise this Property via any reasonable means, including display of interior photographs and online; place a for-sale sign thereon; remove all other for-sale signs; place a lock box thereon; show the Property at all reasonable times; show other property and provide comparative data to prospective buyers; recommend property inspections at buyer's expense. Utilize best efforts to sell the Property. Exceptions to the list stated above:

Broker  may /  may not disclose this reason for selling: \_\_\_\_\_

**Multiple Listing Service:** In order to be in compliance with local board rules the listing broker must submit the listing, Property Data, all marketing information including utility and tax information both before and after closing, to the MLS within the specified submission timelines upon obtaining all necessary signatures by the Owner/Seller.

**Advertising:** If Owner/Seller advertises on their own, Brokerage name and number shall not be on any marketing or advertising, unless the Brokerage has approved and provided written consent to Owner/Seller. Owner/Seller shall inform brokerage of any form of independent advertising. In order to be in compliance with local board rules within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants.

7. **OWNER/SELLER INQUIRIES.** Owner/Seller agrees to refer to Broker all inquiries from any person received during the Exclusive Period. Owner/Seller agrees to provide the Broker access to the Property at all reasonable times and agrees to assist in marketing the Property. Owner/Seller authorizes the Broker to release any mortgage, credit, or loan information which may be necessary or useful to promote and complete the sale of the Property.

8. **RENTAL LIMITATIONS.** If the Property is being offered for sale, Owner/Seller agrees that this Property will not be rented during the term of this Agreement, unless the lease specifically provides that the Property may be shown upon \_\_\_\_\_ hours notice to the tenant during reasonable hours and that possession shall be given to a buyer within \_\_\_\_\_ days of accepted offer. Is this Property being sold subject to tenants' rights?  yes /  no. If yes, provide lease(s) and/or rental agreement(s) to Broker, this information is intended to and shall remain private and will only be shared with the Broker.

9. **EARNEST MONEY.** Broker may: accept earnest money deposits; hold earnest money checks until both buyer and Owner/Seller have executed a sales agreement; deposit earnest money in Broker's trust account; hold earnest money until the transaction has been consummated or otherwise terminated; require written releases from all parties before releasing trust funds.

Owner(s) (Initials) M, B acknowledge that they have read this page. Page 2 of 5

- 106 **10. OWNER/SELLER REPRESENTATION OF PROPERTY.** Owner/Seller agrees to complete and accurately describe all items  
107 required by a Sellers Disclosure of Property Condition form which satisfies the requirements of Chapter 558A of the Code of  
108 Iowa and to advise the Broker of any structural or other defects known in the Property which a reasonable inspection could not  
109 discover. The Owner/Seller further warrants they have utilized the statutorily imposed duty of care in completing form and all  
110 information disclosed will be correct and agrees to indemnify and hold harmless the broker from any and all loss, damage or  
111 expense to which Broker may be subject in connection with any actual or alleged failure to make adequate disclosures by  
112 Owner/Seller, including reasonable attorney fees and costs. The Owner/Seller acknowledges that the Broker has a legal duty to  
113 disclose to all parties any material adverse facts which the Broker has actual knowledge and which a reasonable inspection by the  
114 proposed Buyer would not reveal. Owner/Seller also agrees to complete a Lead Based Paint Disclosure if the Property was built  
115 before January 1, 1978, as obligated under Federal or State Laws.  
116
- 117 **11. HAZARDOUS MATERIALS AND DEFECTS.** Owner/Seller represents that there are no known hazardous materials or  
118 contaminations of any kind, nor any known defects, structural or otherwise, in, on or about the Property, except \_\_\_\_\_  
119 \_\_\_\_\_ (If none, so state)
- 120
- 121 **12. INDEMNIFICATION.** Owner/Seller agree to indemnify and hold Broker and Brokers' affiliate companies, employees, officers,  
122 and agents (Indemnified Parties) harmless from any and all loss, damage or expense including claims or demands arising out of  
123 any physical injury or property damage to any prospective buyer, buyer's agent, property inspector, or any other third-party, while  
124 on or viewing the property, including any court, arbitration, or mediation expenses, reasonable attorneys' fees and expenses  
125 incurred by the Indemnified Parties, except to the extent it is judicially determined that the Claim was solely caused by Broker's  
126 negligence or willful misconduct. Owner/Seller's indemnification obligations shall survive termination of this Agreement; shall  
127 continue until the Claim is finally adjudicated; and shall not negate, abridge or reduce any other rights of the persons described  
128 herein with respect to indemnity.  
129
- 130 **13. REMEDIES OF THE PARTIES.** If Broker successfully defends any court action brought against Broker by Owner/Seller,  
131 Owner/Seller agrees to pay all reasonable attorney fees and costs, including expert/consultant, court, and judgment execution  
132 costs, expended by Broker. This Agreement and any contract arising there from, shall be interpreted, governed and construed  
133 pursuant to the laws of the State of Iowa and the parties consent that the Iowa District Court in the County where the Property is  
134 located shall be the forum and jurisdiction in which to bring any cause of action arising out of or under this Agreement, with all  
135 claims heard by a judge, and not a jury. **All Parties knowingly, willingly, and voluntarily waive all right to trial by a jury in**  
136 **any action between the parties.**  
137
- 138 **14. RELEASE OF INFORMATION.** Owner/Seller authorizes lender(s), contract holder(s), homeowners associations, and utility  
139 companies to provide Broker with any and all information regarding the Property. Owner/Seller will locate the abstract for the  
140 Property.  
141
- 142 **15. BROKERAGE SERVICES ONLY.** Owner/Seller acknowledges that Broker is acting as a real estate broker only and not as an  
143 attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, property manager, maintenance person,  
144 consultant or other professional service advisor. Broker expressly disclaims, and Owner/Seller expressly agrees, that Broker will  
145 not provide any services for the Property other than those expressly delineated herein. **Owner/Seller is hereby advised to seek**  
146 **such other professional advice as may be important to Owner/Seller. The following minimum service shall be provided to**  
147 **Owner/Seller by brokerage:**  
148 a. Accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's  
149 property or the property the client seeks to purchase or lease.  
150 b. Assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement,  
151 lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or  
152 waived and the transaction is completed.  
153 c. Answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and  
154 contingencies.  
155 d. Provide prospective buyers access to listed properties.  
156
- 157 **16. REQUEST TO COMPLETE FORM DOCUMENTS AND PERMISSION TO CONTACT.** Owner/Seller requests that  
158 Broker select, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater  
159 hazard, and declaration of value forms, and authorize Broker to contact Owner/Seller.  
160
- 161 **17. OBLIGATIONS OF BROKER AND THE OWNER/SELLER.** In addition to all other obligations of the Owner/Seller  
162 provided herein and under the law, and not in limitation thereof, the Owner/Seller shall have sole responsibility for controlling,  
163 repairing, and maintaining in good order and condition the Property so as to allow the Broker, as well as any Buyer or Buyer's  
164 agents, to safely access and be on the Property, including for Broker's purposes of staging, marketing, and selling the Property.  
165 Such obligations of the Owner/Seller include, but are not limited to:

Owner(s) (Initials)  M B  acknowledge that they have read this page.

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- 166 a. Proper maintenance and care of the Property.
- 167 b. Making all structural and non-structural additions and repairs to the Property as negotiated or required for completion of a
- 168 real estate transaction.
- 169 c. Care and maintenance for any lawn, trees, shrubs, bushes, or other vegetation.
- 170 d. Monitoring of utilities, fixtures, or systems at the Property.
- 171 e. Shoveling and clearing of pedestrian and private walkways, sidewalks, driveways, or stairs.
- 172 f. Any picking up or disposal of garbage, debris, Owner/Seller's personal belongs, or other refuse.
- 173 g. Cleaning of the Property, including, but not limited to, vacuuming, washing dishes, taking out trash, dusting, making beds,
- 174 putting away clothes, cleaning of windows, or wiping and disinfecting surfaces.
- 175 h. Removing and securing Owner/Seller's valuables and hazardous items, including, but not limited to, jewelry, firearms,
- 176 knives and cutlery, or medication.
- 177 i. Moving or rearrangement of furniture, appliances, or other items.
- 178 j. Maintenance and securing of any pets.
- 179 k. Movement of any Owner/Seller vehicles.
- 180 l. Securing of any attractive nuisance, including, but not limited to, trampolines, pools, or playground equipment.
- 181 m. Securing of any potentially harmful or hazardous condition of the Property and notifying Broker, as well as any prospective
- 182 Buyer, Buyer's agent, or any other third person, of the condition.
- 183 n. Ensuring all facilities, appliances, and mechanical elements of the Property are in safe working condition.
- 184 o. Any other action that is necessary for the Property to be and remain presentable, safe, and marketable for any prospective
- 185 Buyer, Buyer's agent, or any other third person.
- 186 p. Promptly notifying Broker of any matter related to the Property that is contrary to the requirements set forth above.
- 187 q. Providing contact information for any third party to whom Owner/Seller has delegated any of the above duties, provided
- 188 that delegation shall not relieve Owner/Seller of its obligations to perform the particular duty.

189 **18. SURVEILLANCE DEVICE.** Owner/Seller(s) may disclose the presence of any recording devices that may be used during a  
 190 showing or open house. Broker may disclose the presence of any recording devices on property.

- 191 a. Owner/Seller has audio and/or video surveillance capabilities on the property.
- 192  yes /  no
- 193 b. Owner/Seller agrees to conspicuously post notification of audio and/or video capabilities at property.
- 194  yes /  no
- 195

196 **19. COMMUNICATION.** A facsimile transmission, an emailed or electronically scanned document or a signed copy hereof, as well  
 197 as any addendums to this Agreement shall constitute a binding agreement. The parties agree to confirm this Agreement by mail  
 198 or personal delivery of the original signed agreement between the parties.

200 **20. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to Broker's  
 201 representation of Owner/Seller, and supersedes any prior listing agreement, whether oral or written. This Agreement shall be  
 202 binding upon the heirs, assigns, executors, and administrators of the parties and only agreements noted herein, shall be binding  
 203 upon the parties.

205 **21. FAIR HOUSING.** It is illegal for either the Owner/Seller or the Broker to refuse to display or sell to any person because of  
 206 membership in a protective class, e.g.: race, color, creed, sex, sexual orientation, gender identity, religion, national origin,  
 207 disability or family status or any other class protected by Fair Housing Laws. If this form is used for an Illinois transaction: it  
 208 includes ancestry, age, marital status, pregnancy, military status, arrest records, and any other class protected by Article 3 of the  
 209 Illinois Human Rights Act.

211 **22. SEVERABILITY.** This Agreement shall remain in effect in the event a section or provision(s) is unenforceable or invalid. All  
 212 remaining sections and provisions shall be deemed legally binding unless a court rules that any such provisions or section is  
 213 invalid or unenforceable, thus, limiting the effect of another provisions or section. In such case, the affected provisions or section  
 214 shall be enforced as so limited.

216 **23. LEGAL SIGNATURE.** This Agreement may be executed and delivered by any party herein by sending a facsimile of the  
 217 signature or by a legally recognized digital or electronic signature. Such legal signature shall be binding on the party so executing  
 218 it upon receipt of signature by the other party.

Owner(s) (Initials)  M B  acknowledge that they have read this page. Page 4 of 5

223 **THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT WITH THE**  
224 **LAWYER OF YOUR CHOICE. RECEIPT OF A COPY OF THIS AGREEMENT IS**  
225 **ACKNOWLEDGED BY OWNER/SELLER.**

226 RYERSON REALTY LLC 2761 Country Lane Circle Eagle Grove, IA 505  
227  
228 NAME OF BROKER OR FIRM ADDRESS

229  
230 By: \_\_\_\_\_ TELEPHONE \_\_\_\_\_

231 AFFILIATED LICENSEE Mayor, City of TELEPHONE \_\_\_\_\_  
232 M. Ryerson Eagle Grove  
233  
234 OWNER/SELLER Sign & Date/Time OWNER/SELLER Sign & Date/Time

235  
236 121 N. Commercial, Eagle Grove, IA \_\_\_\_\_  
237 ADDRESS 50533 ADDRESS

238  
239 (515) 448-4343 cityhall@eaglegrove.gov \_\_\_\_\_  
240 TELEPHONE EMAIL TELEPHONE EMAIL

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Owner(s) (Initials) \_\_\_\_\_, \_\_\_\_\_ acknowledge that they have read this page.