

Whereupon, Council member Limerick moved that the following resolution be adopted:

Resolution 2025-25

**A RESOLUTION AUTHORIZING PURCHASE AGREEMENTS TO REMEDIATE
BLIGHT CONDITIONS**

WHEREAS, the City Council of the City of Eagle Grove reviewed purchase agreements to purchase real estate considered blight and deteriorating for properties located at 921 N. Monroe and 902 N. Arthur and; and,


NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Eagle Grove hereby approve the affixed purchase agreements for the aforementioned properties to continue the City's comprehensive plan of remediating blight conditions on the community's housing stock.

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

Ayes: Vandewater, Axtell, Lorenzen, Limerick

Nays: Pamperin

Whereupon, the Mayor declared said this Resolution duly passed and adopted this 20th day of February, 2024.



Michael Boyd
Mayor

ATTEST:



Bryce Davis
City Administrator/Clerk

**OFFER TO BUY REAL ESTATE AND ACCEPTANCE
(NONRESIDENTIAL)**

TO: Helmut F. Visocsky (Seller)

The undersigned BUYER hereby offers to buy and the undersigned SELLER by his acceptance agree to sell the real property situated in Wright County, Iowa, locally known as **902 N. Arthur, Eagle Grove, IA**, and legally described as:

Lot 3 (except the East 57.5 feet thereof) in Block 23 of Wright's 3rd Addition to the Town of Eagle Grove, IA,

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, herein referred to as the "Property," upon the following terms and conditions:

1. **PURCHASE PRICE.** The Purchase Price shall be \$10,000.00, to be delivered to the SELLER upon performance of SELLER'S obligations and satisfaction of BUYER'S contingencies, at closing in cash or certified funds.
2. **REAL ESTATE TAXES.** SELLER shall pay the Spring 2024 real estate tax installment and any prior, unpaid real estate taxes. BUYER shall pay all subsequent real estate taxes; provided, however, at closing, BUYER shall be given a credit for real estate taxes from July 1, 2023 through the date of possession, which are payable in the Fall 2024 and Spring 2025, based upon the last known actual net real estate taxes payable according to public records.
3. **SPECIAL OR DRAINAGE ASSESSMENTS.**
 - A. SELLER shall pay in full at time of closing all special or drainage assessments which are a lien on the Property as of the date of acceptance of this offer.
 - 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 through 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 or drainage assessments or installments not payable by SELLER.
4. **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, if any, 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.

5. POSSESSION AND CLOSING. If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on or before April 5, 2024, and any adjustments of insurance, interest and all charges attributable to the SELLER'S possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYER. 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 delivery of the title transfer documents to BUYER and receipt of all funds then due at closing from BUYER under the Agreement.
6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached.
7. 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, expressed or implied, as to the condition of the property. BUYER acknowledges that it has made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.
8. ABSTRACT AND TITLE. SELLER, at his expense, shall promptly obtain an abstract of title to the Property continued through the date of this Agreement and deliver it to BUYER'S attorney for examination. It shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten 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 their assignees. The abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.
9. ENVIRONMENTAL MATTERS. SELLER warrants to the best of their 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 also 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.
10. DEED. Upon payment of the Purchase Price, 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 the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYER.

11. SURVEY. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, SELLER shall pay the cost thereof. BUYER may, at BUYER'S expense prior to closing, have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.
12. 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.
13. REMEDIES OF THE PARTIES.
 - A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.
 - B. If SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to them.
 - C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.
14. NOTICE. Any notice under this Agreement 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.
15. GENERAL PROVISIONS. 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. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. 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.
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 my breach of the foregoing

certification.

17. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. SELLER represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
18. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.
19. FEES & EXPENSES.
 - A. SELLER shall pay revenue stamps, and BUYER shall pay the deed/mortgage recording fee and title examination fee.
 - B. The parties agree that they will each pay their own attorney's fees.
20. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in PDF or other electronic format shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before February 23, 2024, this Agreement shall be null and void and all payments made shall be returned immediately to BUYER. If accepted by SELLER at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted February 20, 2024
SELLER

Dated February 20, 2024
BUYER



Helmut F. Visocky
803 NE 3rd
Eagle Grove, IA 50533



City of Eagle Grove
121 N. Commercial Avenue
PO Box 165
Eagle Grove, IA 50533

**OFFER TO BUY REAL ESTATE AND ACCEPTANCE
(NONRESIDENTIAL)**

TO: RODNEY L. TILLEY AND CHERYL K. TILLEY (Sellers)

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Lot 1 in Block 23 of Wright's 3rd Addition to the Town of Eagle Grove, IA,

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, herein referred to as the "Property," upon the following terms and conditions:

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16. CERTIFICATION. BUYER and SELLERS 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 my breach of the foregoing certification.

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Accepted _____
SELLERS

Dated _____
BUYER

Rodney L. Tilley
P.O. Box 236
Eagle Grove, IA 50533

City of Eagle Grove
121 N. Commercial Avenue
PO Box 165
Eagle Grove, IA 50533

Cheryl K. Tilley
P.O. Box 236
Eagle Grove, IA 50533