



Book 2026 Page 1975
Document 2026 1975 Type 04 002 Pages 6
Date 7/15/2026 Time 11:09:07AM
Rec Amt \$32.00 Aud Amt \$15.00

**Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA**

Prepared by and return to: Nicolas AbouAssaly, Simmons Perrine PLC
115 3rd St. SE, Cedar Rapids, IA, 52401 319-366-7641

Tax Address: Eastern Iowa Pumping, Inc., 1625 220th St., Manchester, IA 52057

REAL ESTATE CONTRACT-INSTALLMENTS

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

IT IS AGREED this **15** day of July, 2026, by and between Chrystal Clearview, L.C., an Iowa limited liability company, ("Seller") and Eastern Iowa Pumping, Inc., an Iowa corporation ("Buyer");

That the Seller, as in this contract provided, agrees to sell to the Buyer, and the Buyer in consideration of the premises, hereby agrees with the Seller to purchase the real estate legally described as follows:

See Exhibit "A", attached hereto and incorporated herein by reference (page 6)

together with any easements and servient estates appurtenant thereto, but subject to: (a) zoning and other ordinances; (b) all covenants, easements, conditions and restrictions of record; and (c) roads and public highways, (the "Property") all upon the terms and conditions following:

1. TOTAL PURCHASE PRICE. The Buyer agrees to pay for said property the total of **Four Hundred Thirteen Thousand Five Hundred Ninety-Five and 00/100 Dollars (\$413,595.00)** due and payable at 2270 Daleview Dr., Marion, Iowa, 52302, as follows:

(a) **DOWN PAYMENT. \$220,000.00**, receipt of which is acknowledged by Seller; and

(b) **BALANCE OF PURCHASE PRICE. \$193,595.00**, with interest accruing on the unpaid principal balance at the rate of 5.50% per annum, shall be paid in full by Buyer to Seller not later than **April 1, 2027**.

Buyer may prepay any amount hereunder without penalty. All payments shall be applied first to accrued interest and then to principal.

2. POSSESSION. Buyer, concurrently with due performance on his part shall be entitled to possession of the Property on the date of mutual execution of this Contract by Seller and Buyer and thereafter so long as Buyer shall perform the obligation of this contract.

3. TAXES. Seller shall pay the fiscal year 2025 real estate taxes and any unpaid taxes payable in prior years. Seller shall also pay Seller's prorated share of the fiscal year 2026 real estate taxes prorated through the date of possession. Buyer shall pay any taxes not assumed by Seller and all subsequent taxes before same become delinquent. Whoever may be responsible for the payment of said taxes, and the special assessments, if any, each year, shall furnish to the other party evidence of payment of such items not later than July 15 of each year. Any proration of taxes shall be based upon the taxes for the year currently payable unless the parties state otherwise.

4. SPECIAL ASSESSMENTS. Seller shall pay installments of special assessments, if any, against the Property which would become delinquent if not paid in the calendar year in which Buyer receives possession of the Property. Buyer shall pay all subsequent special assessments and charges, if any, before they become delinquent.

5. INSURANCE. Buyer on and from said date of possession, shall constantly keep in force insurance, premiums therefor to be prepaid by Buyer (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Seller may reasonably require on all buildings and improvements, if any, now on or hereafter placed on the Property and any personal property which may be the subject of this Contract, in companies to be reasonably approved by Seller in an amount not less than the full insurable value of such improvements and personal property or not less than the unpaid purchase price herein whichever amount is smaller with such insurance payable to Seller and Buyer as their interests may appear. Seller's interest shall be protected in accordance with a standard or union-type loss payable clause. BUYER SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLER for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Seller to replace or repair the loss, if the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.

6. CARE OF PROPERTY. Buyer shall take good care of this Property; shall keep the buildings and other improvements, if any, now or hereafter placed on the Property in good and reasonable repair and shall not injure, destroy or remove the same during the life of this Contract. Buyer shall not make any material alteration in the Property without the written consent of the Seller. Buyer shall not use or permit said Property to be used for any illegal purpose.

7. LIENS. No mechanics' lien shall be imposed upon or foreclosed against the Property.

8. ADVANCEMENT BY SELLER. If Buyer fails to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Seller may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Seller, be added to the principal amount due hereunder and so secured.

9. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. Failure to promptly assert rights of Seller herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

10. EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of title in any Deed made pursuant to this contract shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record, if any; (d) As limited by paragraphs 1, 2, 3 and 4 of this contract; and (e) Seller shall give Special Warranty as to the period after equitable title passes to Buyer.

11. DEED AND ABSTRACT. If all said sums of money and interest are paid to Seller during the life of this Contract, and all other agreements for performance by Buyer have been complied with, Seller will execute and deliver to Buyer a General Warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract and Seller will at this time deliver to Buyer an abstract showing merchantable title, in conformity with this contract and the land title standards of the Iowa State Bar Association. Such abstract shall show merchantable title to the premises to be Seller as of the date of this Contract. Seller shall also pay the cost of any abstracting due to any act or change in the personal affairs of Seller resulting in a change of title by operation of law or otherwise.

12. APPROVAL OF ABSTRACT. Buyer has not examined the abstract of title or accepted the same as of the date of this Contract.

13. FORFEITURE. If Buyer (a) fails to make the payments aforesaid, or any part thereof, as same become due; or (b) fails to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fails to keep it in reasonable repair as herein required; or (e) fails to perform any of the agreements as herein made or required; then Seller, in addition to any and all other legal and equitable remedies which Seller may have, at Seller's option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyer shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Seller as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyer, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

14. FORECLOSURE AND REDEMPTION. If Buyer fails to timely perform this contract, Seller, at Seller's option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest at all parties concerned, and such receiver shall be liable to account to Buyer only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure end upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this Contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Seller, in such action files an election to waive any deficiency judgment against Buyer which may arise out of the foreclosure proceedings: all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyer, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced

to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The Property is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Seller in such action file an election to waive any deficiency judgment against Buyer or Buyer's successor in interest in such action. If the redemption period is so reduced, Buyer or Buyer's successor in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyer shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

15. ATTORNEY'S FEES. In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of Seller, or in any other case permitted by law in which attorney's fees may be collected from Buyer, or imposed upon them, or upon the above described property, Buyer agrees to pay reasonable attorneys' fees and expenses.

16. INTEREST ON DELINQUENT AMOUNTS. Buyer will pay interest at the rate of 9% to Seller on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by Seller to Buyer pursuant to the terms of this contract, as protective disbursements.

17. ASSIGNMENT. In case of the assignment of this contract by either of the parties, prompt notice shall be given to the other parties, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this contract.

18. CONSTRUCTION. Words and phrases herein, including acknowledgments hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

19. 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.

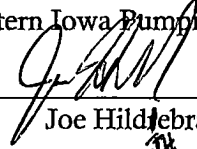
SELLER:

BUYER:

Chrystal Clearview, L.C.

Eastern Iowa Pumping, Inc.

By: 

By: 

Darla D. Golden, Manager

Joe Hildebrand, President

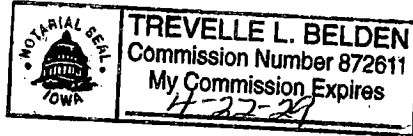
STATE OF IOWA, COUNTY OF LINN, SS:

This record was acknowledged before me this 15th day of July, 2026, by Darla D. Golden as
Manager of Chrystal Clearview, L.C.

Trevelle L. Belden

Signature of Notary Public

Commission Expires on: 4-22-29



STATE OF IOWA, COUNTY OF LINN, SS:

This record was acknowledged before me this 15th day of July, 2026, by Joe Hild^{3rd}eband as
President of Eastern Iowa Pumping, Inc.

Trevelle L. Belden

Signature of Notary Public

Commission Expires on: 4-22-29

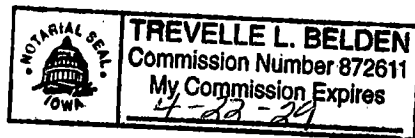


EXHIBIT "A"

A parcel of land located in the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Six (6) and the Northwest Quarter (NW $\frac{1}{4}$) of Section Five (5), all in Township Eighty-eight North (T88N), Range Five West (R5W) of the 5th P.M., Delaware County, Iowa, more particularly described as follows:

Commencing at the Northwest corner of Section Five (5); thence North 80 feet; thence West 349.03 feet; thence South $1^{\circ}13'25''$ West 424.87 feet to the point of beginning; thence South $89^{\circ}55'40''$ East 1,005.51 feet to a point 171.5 feet normally distant to the centerline of Primary Road No. U.S. 520; thence South $78^{\circ}43'50''$ West 811.91 feet to a point 205 feet normally distant to the center line of Primary Road No. U.S. 520; thence South $78^{\circ}43'05''$ West 218.21 feet to a point which is 210 feet normally distant to the centerline of Primary Road No. U.S. 520 and 50 feet normally distant to the centerline of the Illinois Central Railroad; thence North $1^{\circ}13'25''$ East 202.74 feet along the right of way of said railroad to the point of beginning, containing 2.34 acres, more or less.

And

All that part of the South 80.0 feet of Lot 13 of the Subdivision of the East $\frac{3}{4}$ of the S $\frac{1}{2}$ of Section Thirty-two (32), Township Eighty-nine North (T89N), Range Five West (R5W) of the 5th P.M., Delaware County, Iowa, lying East of the railroad right of way also described as Lot 3 of Lot 13 of the Subdivision of the E $\frac{3}{4}$ of the S $\frac{1}{2}$ of said Section Thirty-two (32), Township Eighty-nine North (T89N), Range Five West (R5W) of the 5th P.M., Delaware County, Iowa; also that part of Lot One (1) of the Subdivision of the North part of Sections Five (5) and Six (6), Township Eighty-eight North (T88N), Range Five West (R5W) of the 5th P.M., Delaware County, Iowa, lying North of a line commencing at a point 39 chains and 7 links South $45^{\circ}\frac{1}{2}^{\circ}$ East from a rock representing the Southwest Corner of Lot Six (6) of the Subdivision of the E $\frac{3}{4}$ of the S $\frac{1}{2}$ of Section Thirty-two (32), Township Eighty-nine North (T89N), Range Five West (R5W) of the 5th P.M., more particularly described as follows:

Commencing at the Northwest Corner of said Section Five (5); thence North 80 feet to the point of beginning; thence East 1,004.43 feet to the right of way of a county road; thence along said right of way South $36^{\circ}53'40''$ East 371.32 feet to a point 130 feet normally to the centerline of Primary Road No. U.S. 520; thence South $74^{\circ}12'20''$ West 168.45 feet to a point 142 feet normally distant to the centerline of Primary Road No. U.S. 520; thence South $78^{\circ}44'$ West 426.06 feet to a point 171.5 feet normally distance to the centerline of Primary Road No. U.S. 520; thence North $89^{\circ}55'40''$ West 1,005.51 feet to a point which is 50 feet East of the centerline of the Illinois Central Railroad; thence North $1^{\circ}13'25''$ East 424.87 feet along the right of way of said railroad; thence East 349.03 feet to the point of beginning containing 13.89 acres, more or less, except real estate more particularly described as follows:

That part of Lot 3 of Lot 13 of the Subdivision of the E $\frac{3}{4}$ of the South $\frac{1}{2}$ of Section Thirty-two (32), Township Eighty-nine North (T89N), Range Five West (R5W) of the 5th P.M., Delaware County, Iowa, and that part of the North 10 feet of Lot One (1) of the Subdivision of the North part of Sections Five (5) and Six (6), Township Eighty-eight North (T88N), Range Five West (R5W) of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 96 $\frac{1}{2}$ described as follows:

Commencing at the Northwest Corner of said Section Five (5); thence North 80 feet to the point of beginning ; thence East 1,004.43 feet to the right of way of the county road; thence along said right of way South $36^{\circ}53'40''$ East 112.54 feet; thence West parallel to the North line of said Section Five (5), 1,418.93 feet to the East line of the Chicago Central and Pacific Railroad Company right of way; thence North $1^{\circ}13'25''$ East along the East line of said railroad right of way 90.02 feet to the Northwest corner of said Lot 3 of 13; thence East along the North line of said Lot 3 of 13, 349.03 feet to the point of beginning; said parcel containing a total of 3.10 acres including 2.7 acres in Lot 3 of Lot 13 in Section 32-89-5 and .32 acres in the North 10 feet of said part of Lot One (1) in Sections 5 and 6-88-5, as per condemnation proceedings recorded in Book 1 Misc., Page 207.