

103 Acres M/L Development Land—Altoona, IA



Price: \$1,751,000 (\$17,000/acre)

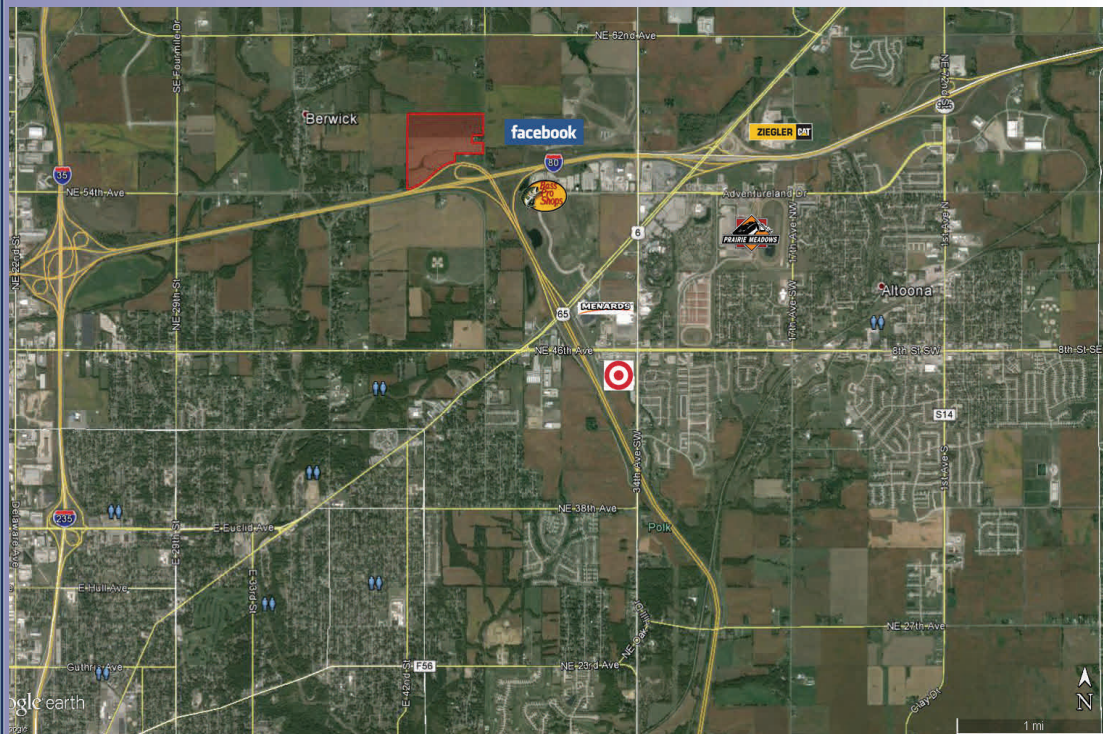
Description: 103 Acres m/l of future development ground located along the Interstate 80 and Hwy 65/69 bypass just outside of Altoona corporate city limits. Property is also located just West of the new Facebook data center facility now under construction. Land is currently being farmed and carries an average CSR of 84.4 on the 100 tillable acres. High traffic counts, interstate visibility and location directly across the interstate from Bass Pro Shops make this land a highly sought after property for both investors and developers.

Traffic Count: 54,000/day (Interstate 80)

Utilities: Altoona Sewer and Water services are both located less than a mile from the site.

Current Zoning: Agriculture

Directions: From I-80/35, exit Hwy 6 (Hubbell Ave) northbound. Turn left on to NE 64th St. Make an immediate left turn at NE 62nd Ave. After 2 miles, turn south on NE 46th St. Property is located on West side of the road.



Steve Bruere

P: 515.222.1347

C: 515.240.7500

Steve@PeoplesCompany.com

Matt Adams

P: 515.222.1347

C: 515.432.9235

Matt@PeoplesCompany.com

Additional information can be found on our website: **Listing #11596**

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LISTING CONTRACT: EXCLUSIVE RIGHT TO SELL REAL ESTATE

THIS AGREEMENT is made this 11th day of November, 2013 between Peoples Company, whose address is 12119 Stratford Dr. Suite B, Clive, Iowa 50325, hereinafter designated as the "Broker", and RRDJ Enterprises, LLC, whose address is 755 Sunburst Dr. Pleasant Hill, Iowa 50327, hereinafter designated as the "Owner".

IN CONSIDERATION OF THE MUTUAL AGREEMENTS SET FORTH HEREIN, OWNER AND BROKER AGREE;

1. OWNER AGREEMENTS. Owner grants to Broker for a period of 12 months starting November 15, 2013 and ending November 15, 2014 (the "Term"), an irrevocable, sole and exclusive right to find a purchaser for or sell the following real estate in, Polk County, Iowa, containing 103 acres, more or less, legally described as follows:

103 Acres M/L of vacant land located in Section 9, Township 79 North, Range 23 West of the 5th P.M. entirely located in Polk County, Iowa. Exact legal to be taken from abstract.

(hereinafter the "Property") for the sum of \$ 1,751,000 Dollars, or such lesser amount as may be acceptable to Owner, and upon the following terms and conditions: cash or conventional. The Owner agrees to furnish an abstract showing good and merchantable title, subject to existing restrictions, continued to date of sale and any payments made toward purchase of the property shall be deposited with the listing Broker pending approval of title and execution of final papers. Purchaser shall have reasonable length of time for the examination of said abstract. Further, Owner agrees:

- (a) To furnish a General Warranty Deed conveying good and marketable title to the Property and such further customary documents necessary to transfer title to the Property.
- (b) To prorate taxes to date of possession.
- (c) To immediately refer to Broker all inquiries regarding the Property.
- (d) To allow Broker to advertise the Property via any reasonable means including online and/or by placing a "FOR SALE" sign on the Property.
- (e) To remove all other "FOR SALE" signs.
- (f) To place this property on the Multiple Listing Service.
- (g) Owner will cooperate with Broker's efforts, will arrange for access to the Property for Broker and/or prospective Purchasers and will provide accurate and complete information regarding the Property, its ownership and operational history as may be reasonably requested by Broker.
- (h) To pay Broker a 6% **COMMISSION OF THE FINAL SALE PRICE**, with a minimum fee \$ N/A payable:
 - i. If Broker finds a buyer who shall be ready, willing and able to purchase during said period upon the price and terms above stated or at any other price and terms that may be agreed upon; or
 - ii. If the Property is sold by the Owner, Owner's authorized agent, or any other person or entity during the Term or any extension thereof.

Said commission shall be paid at the time of closing or, if Owner fails to close through no fault of the Buyer, within ten days after written demand by Broker.

2. BROKER AGREEMENTS: Broker hereby agrees:

- (a) to use reasonably diligent efforts to procure a purchaser according to the above terms;
- (b) to furnish promptly any additional data requested by fellow real estate brokers and agents, provided Broker has access to the information;
- (c) to accept delivery of and present to Owner offers and counteroffers to buy, sell, rent, lease, or exchange the property.
- (d) to assist Owner in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is completed;
- (e) to answer Owner's questions relating to the brokerage agreements, listing agreements, offers, counteroffers,

- notices, and contingencies;
(f) to provide prospective buyers access to the Property.

3. SALE DEFINED: For purposes of this Agreement, a "sale" means any agreement to transfer the Property, alone or with other assets, by any means whatsoever, including, but not limited to, any exchange of the Property or transfer of the stock or partnership interests in the Owner. In the case of an agreement to transfer the Property with other assets, the purchase price for the Property shall be the amount reasonably allocated to the Property by the Owner and the transferee. If no such allocation exists, the purchase price of the Property shall be its fair market value at the time the agreement was executed as determined by an independent appraiser. In the case of an agreement to exchange the Property, the purchase price of the Property shall be the fair market value of the assets exchanged for the Property at the time of the exchange agreement as determined by an independent appraiser, plus any monetary consideration. In case of an agreement to transfer the stock or partnership interests of the Owner, the purchase price for the Property shall be its fair market value at the time the agreement was executed as determined by an independent appraiser. If an appraisal is necessary and none exists, Owner and Broker shall each pay one-half of the costs to obtain such an appraisal.

4. EARNEST MONEY: All monies that may be involved in the completion of a sale or lease such as earnest money, option fees, etc., shall be paid to Broker and held in trust until closing, unless otherwise designated by the parties pursuant to the terms of a purchase agreement. In the event the buyer fails to acquire the Property, Broker shall be entitled to percent (NA%) of any forfeited earnest money or unexercised option fees.

5. DISCLOSURE OF AGENCY POLICY: The Broker maintains a policy on cooperating with and compensating other brokerages. To determine how this policy affects Owner, Owner is referred to said policy, of which policy Owner acknowledges receiving a copy and which by this reference is incorporated herein.

6. BROKER PROTECTION: The Broker shall be protected for a period of 60 days (the "Protected Period") after termination of this Listing Agreement on all prospects introduced to the Property by Broker while this Listing Agreement is in effect. The Broker shall qualify for this protection by submitting the names and addresses of such prospects to the Owner prior to the expiration of the term hereof. If during the Protected Period the Broker, Owner, or any other party procures a sale, as defined herein, of the Property to such a prospect, Owner shall pay to Broker the commission set forth above.

7. HAZARDOUS MATERIALS AND DEFECTS: Owner represents that there are no known hazardous materials or contaminations of any kind, nor any known defects, structural or otherwise, in, on or about the property, except (if none, so state):
None

8. PERSONAL PROPERTY, FIXTURES AND BUILDINGS: Owner makes no guarantees or warranties as to the condition of personal property, fixtures and buildings located on the property.

9. BROKERAGE SERVICES ONLY: Owner acknowledges that Broker is acting as a Real Estate Broker only and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant or other professional advisor. **Owner is hereby advised to seek such other professional advice as may be important to Owner.**

10. RELEASE OF INFORMATION: Owner authorizes lender(s), contract holder(s), and utility companies to provide Broker with any and all information regarding the subject property.

11. INDEMNIFICATION: Owner shall indemnify, defend and hold harmless Broker and Broker's officers, directors, partners, affiliates, agents and employees, from and against any and all claims, demands, costs and expenses of every kind and nature, including attorneys' fees and litigation expenses, arising from or related to misrepresentations made by Owner, or Owner's officers, directors, partners, affiliates, agents and employees (collectively "Owner Agents"), incorrect information supplied by Owner or Owner Agents, or other problems or defects with the Property that would tend to decrease the value of the Property or any other latent defects with the Property which are known to the Owner or Owners Agents which are not disclosed to Broker contemporaneously herewith.

12. DISPUTES: Either party may enforce this Agreement as provided or allowed by law or in equity, and, in the event litigation is commenced to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees.

13. MISCELLANEOUS:

- (a) Owner hereby acknowledges receiving a copy of this Agreement on the date above specified.
- (b) This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Owner.
- (c) All addendums, exhibits, attachments, disclosures, and policies attached hereto or referred to herein are made a

- part hereof as if fully set forth herein.
- (d) If the Property is under lease, notification of termination of any tenancy rights shall be the sole responsibility of Owner.
- (e) The electronic transmission of a signed copy of this Agreement, as well as any addendums to this Agreement shall constitute a binding agreement.

14. OTHER:

None

Reserved buyers for 60 (sixty) days from execution
of contract:
- Steven Winegardner - Dr. Revere
- Harvey Helm Family - Lemar

THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

OWNER

[Signature] 12/1/13
Tax I.D. No.

Tax I.D. No.

Tax I.D. No.

Address: PO Box 1334
Sarasota FL 34230

Telephone: 941-525-6554

Email Address: 002552@aol.com

BROKER

By: Steve Bruere

Print name: Steve Bruere

President
Title



COMPANY POLICY OF AGENCY REPRESENTATION
DISCLOSURE AND ACKNOWLEDGMENT

*(To be signed by Seller or Buyer at time Specific Assistance is just provided
or, if no Specific Assistance is provided, to be signed prior to time of the offer.)*

When you enter into a discussion with a real estate licensee regarding a real estate transaction, you should, from the outset, understand whom the licensee is representing in the transaction. More importantly, you should understand how the agency relationship impacts your relationship with the licensee. The term "Broker" will hereinafter refer to Peoples Company with the address of 12119 Stratford Dr. Suite B Clive, Iowa 50325 and Broker's affiliated sales associates (licensees). The term "Seller" will hereinafter refer to Seller, or landlord and "Buyer" will hereinafter refer to buyer or tenant.

1. AGENCY RELATIONSHIP OFFERINGS: It is the policy of the broker named above to offer the following types of agency relationships to the consumer in the real estate transaction. Iowa law requires a brokerage company to clearly disclose their company's policy on representing buyers and sellers in the transaction. The types of relationships available through the Brokerage listed above are as follows:

- (a) **SELLER AGENCY:** Single Seller Agency exists when the Broker and the Seller "Client" enter into an "Exclusive Right to Sell Real Estate" listing agreement and the property is sold to a buyer "Customer" not represented by this Broker. The Broker and Broker's affiliated sales associates policy is to represent the Seller exclusively as their "Client".
- (b) **BUYER AGENCY:** Single Buyer Agency exists when the Broker and the Buyer, by agreement or through a written "Buyer Agency Agreement", enter into a brokerage agreement for the Broker and affiliated sales associates to represent the Buyer as a "Client" in the transaction. The seller would either be represented by another Brokerage Company or be representing himself and would be considered the "Customer" in the transaction.
- (c) **CONSENSUAL DUAL AGENCY:** Brokerage Dual Agency exists when a Buyer, previously represented as a Buyer "Client" through agreement or a written Buyer Agency Agreement, wishes to view, enters into discussion on, or negotiates a purchase of a property listed by the Broker for a Seller previously represented as a "Client" as well through the "Exclusive Right to Sell Real Estate" listing agreement. It is the policy of the Broker to offer to act as a Consensual Dual Agent in this transaction. Under the circumstance, prior to acting as a Dual Agent, the Buyer and the Seller **MUST** sign a Dual Agency Consent Agreement. **If Consent to Dual Agency is signed prior to the Brokerage acting as a Dual Agent, either the Buyer or Seller may withdraw their consent to the Dual Agency. Neither the Buyer nor the Seller is required to consent to Dual Agency Representation.**
- (d) **NO AGENCY REPRESENTATION:** A person(s) or entity may represent themselves in a real estate transaction. If a Buyer or Seller elects to represent themselves in the transaction, it is the policy of the Broker to treat that Buyer or Seller as a "Customer" and not as a "Client" and will provide the duties listed in "2" below to you as a Customer. If you are the "Customer" in the transaction, you are advised not to disclose your negotiation position about such things as a price that you, as a seller, may accept other than your list price or as a buyer, the price you might offer other than the price in the offer to purchase. Except for information required to be disclosed, if you have a reason to believe information about your financial status, motivation to sell or buy as well as other personal information, will adversely affect your negotiating position, this should not be disclosed to anyone. Each party to the transaction has the responsibility to exercise good judgment in protecting their respective interest.
- (e) **SUBAGENCY:** It is the policy of the broker to not offer or accept subagency with other brokers.
- (f) **APPOINTED AGENCY:** It is the policy of the broker to not offer appointed agency.

2. DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO A TRANSACTION: In providing brokerage service to all parties to a transaction, a licensee (the Company and its brokers and salespersons) will do all of the following:

- (a) Provide brokerage services to all parties to the transaction honestly and in good faith.
- (b) Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- (c) Disclose to each party all material adverse facts that the licensee knows except for the following:
 - i. Material adverse facts known by the party.
 - ii. Material adverse facts the party could discover through a reasonably diligent inspection and which would be

- discovered by a reasonably prudent person under like or similar circumstances.
- iii. Material adverse facts the disclosure of which is prohibited by law.
- iv. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
- (d) Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

3. DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT: A Client is a party to a transaction who has an agency agreement with a broker for brokerage services. A licensee who is providing brokerage services to a client will do all of the following:

- (a) Place the clients interests ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under the consensual dual agency provisions of the Iowa Code or any other applicable law.
- (b) Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- (c) Fulfill any obligation that is within the scope of the agency agreement, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salespersons provisions of the Iowa Code (Iowa Code Chapter 543B) or any other law.
- (d) Disclose to a client any financial interests the licensee or the brokerage has in the property or in any business entity to which the licensee or brokerage refers a client for any service or product related to the transaction

4. DESCRIPTION OF BROKER'S SERVICES: Broker may do the following for Sellers and Buyers: (1) Assist Buyer with financing qualification guidelines; (2) Provide helpful information about the property and area; (3) Respond accurately to questions about the property; (4) Disclose all material facts about the property that are known to Broker; (5) Disclose financial qualifications of the Buyer to the Owner; (6) Explain real estate terms and procedures; (7) Explain to Owner and Buyer the benefits of having the property inspected; (8) Explain closing costs and procedures; (9) Help the Owner and Buyer compare financing alternatives; (10) Provide information about comparable properties so Owner and Buyer may make an informed decision on what price to accept and/or offer; (11) Assist with all standard forms, including those that include the necessary protection and disclosures for the Owner and Buyer; and, (12) Work diligently to facilitate the sale and closing. (13) Keep their client(s) confidential information confidential unless they have written permission to reveal. The preceding list of services is not intended to be all inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside of the scope of their real estate license. **NOTE: Broker neither offers subagency to, nor accepts subagency from, other brokerage companies.**

5. GUIDELINES FOR OWNER AND BUYER: If you are the "Customer" in the transaction, you are advised not to disclose your negotiating position about such things as whether you as Owner would take less than the asking price, or you as Buyer are willing to pay more than the price you offer. Except for information required to be disclosed, if you as either a "Client" or a "Customer", have reason to believe any confidential information, such as your financial status, motivation to sell or buy as well as other personal information will adversely affect your negotiating position, this should not be disclosed to anyone. **Each party to the transaction has the responsibility to protect their own interests.**

ACKNOWLEDGEMENT OF AGENCY DISCLOSURE

The undersigned have read this disclosure and understand the type of representation being offered to them by the Broker. The undersigned acknowledge receipt of this agency disclosure. This is a disclosure notice ONLY! The providing of the disclosure is required by Iowa Law of all Licensees. Signing of the disclosure does not obligate you in any way. If you do not understand this document, seek the advice of the legal counsel of your choice, before signing. The undersigned is being offered the following agency relationship with the Broker/Licensee signed below and the client shall be:

- | | |
|--|--|
| <input type="checkbox"/> Seller's Agent, no possibility of Dual Agency | <input checked="" type="checkbox"/> Seller's Agent, possibility of Dual Agency |
| <input type="checkbox"/> Buyer's Agent, no possibility of Dual Agency | <input type="checkbox"/> Buyer's Agent, possibility of Dual Agency |
| <input type="checkbox"/> Consensual Dual Agent | |
| <input type="checkbox"/> No Seller Representation | |

[Signatures on Following Page]

Jileen Roskamp
Print, Prospective Buyer/Seller, name (select one)

[Signature]
Signature

12/1/13
Date

Print, Prospective Buyer/Seller, name (select one)

Signature

Date

Print, Prospective Buyer/Seller, name (select one)

Signature

Date

Print, Prospective Buyer/Seller, name (select one)

Signature

Date

Peoples Company

Brokerage Company

[Signature]
Licensee

11-11-13
Date

Release of Farm Program Information

To: Polk County Farm Service Agency & Natural Resources Conservation Service

FSA and NRCS are authorized to release the following information to Peoples Company:

- FSA-156EZ, or similar form showing base and yield data;
- FSA-578
- Aerial Photographs and or Maps showing cropland acres and field boundaries;
- CRP Contract information showing expiration date, contract acres, aerial photos with field boundaries and annual rental rate, if applicable; and
- Information regarding the conservation plan of operation's compliance with program provisions.

The land for which these records are to be released is described as:

103 Acres M/L of vacant land located in Section 9, Township 79 North, Range 23 West of the 5th P.M. entirely located in Polk County, Iowa.

This information is to be released to Steve Bruere and Cannon Clark, agents of Peoples Company.

Joleen Roskamp (Sandquist)
Owner of Record (Print Name)

[Signature]
Owner of Record (Signature)





Aerial Map

9-79N-23W
Delaware

99.94

0.44

3.98

10

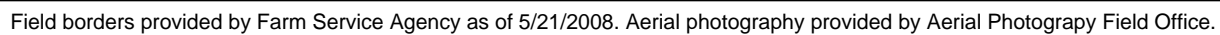
46th St

I-80

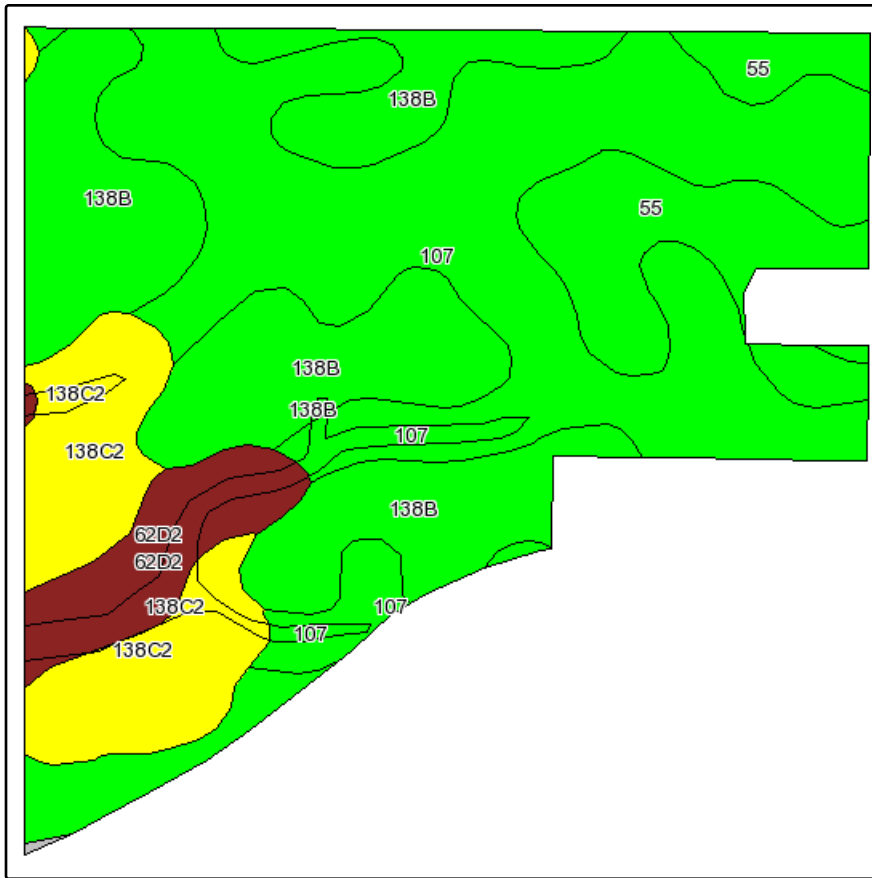
54th Ave

16

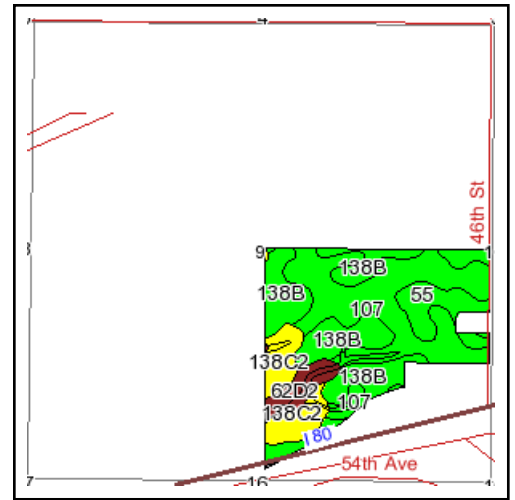
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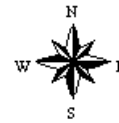
Soils Map



Fsa borders provided by the Farm Service Agency as of May 23, 2008.
Soils data provided by USDA and NRCS.



State: **Iowa**
County: **Polk**
Location: **009-079N-023W**
Township: **Delaware**
Acres: **104.4**
Date: **12/6/2011**



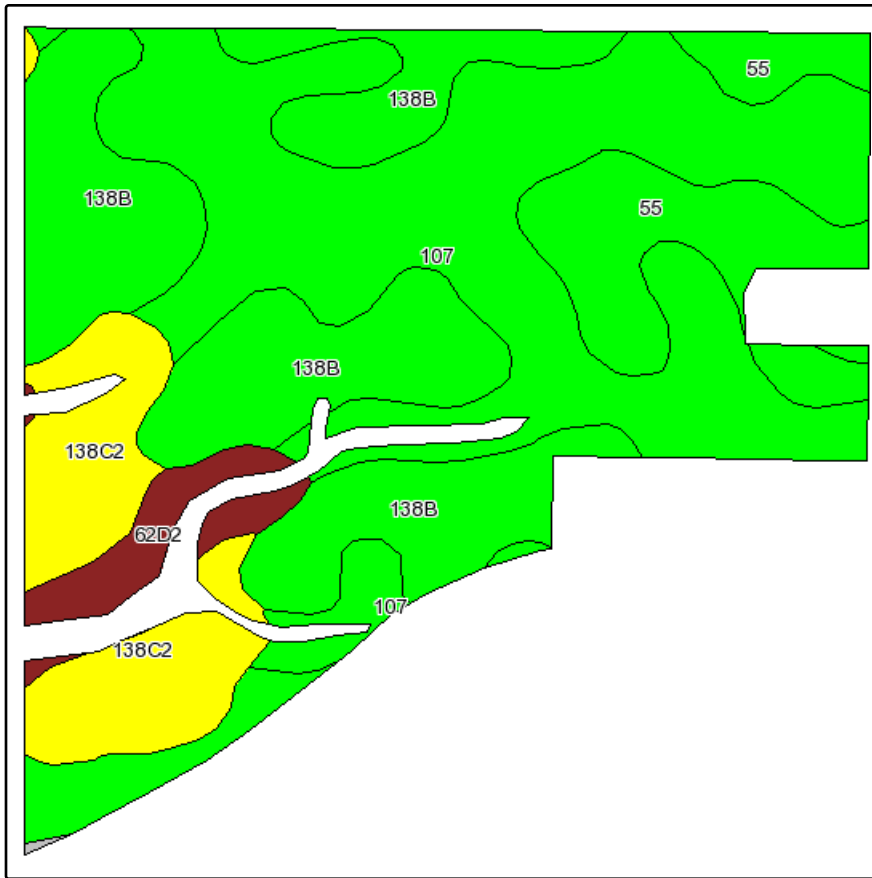
Maps provided by:



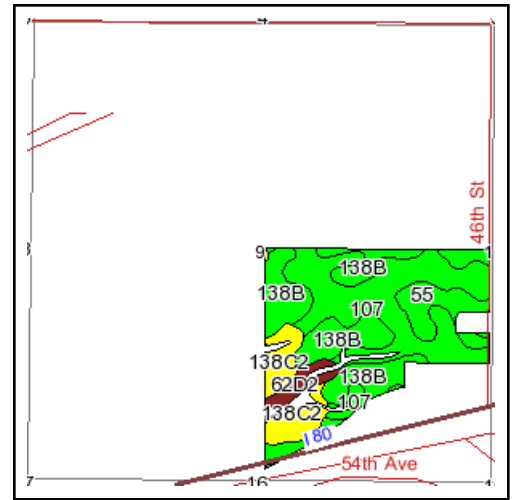
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www.AgriDataInc.com

Code	Soil Description	Acres	Percent of field	CSR Legend	Non-Irr Class	CSR	Corn	Soybeans
107	Webster silty clay loam, 0 to 2 percent slopes	40.9	39.3%		IIw	89	207	56
138B	Clarion loam, 2 to 5 percent slopes	33.1	31.7%		IIe	86	203	55
138C2	Clarion loam, 5 to 9 percent slopes, moderately eroded	12.8	12.2%		IIIe	68	179	48
55	Nicollet loam, 1 to 3 percent slopes	11.5	11.0%		I	94	214	58
62D2	Storden loam, 9 to 14 percent slopes, moderately eroded	6	5.7%		IIIe	44	146	39
4946	Orthents-urban land complex, 0 to 5 percent slopes	0.1	0.1%			0		
Weighted Average						83.4	199.4	53.9

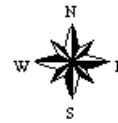
Soils Map



Fsa borders provided by the Farm Service Agency as of May 23, 2008.
Soils data provided by USDA and NRCS.



State: **Iowa**
County: **Polk**
Location: **009-079N-023W**
Township: **Delaware**
Acres: **100**
Date: **12/6/2011**



Maps provided by:



©AgriData, Inc 2008
www.AgriDataInc.com

Code	Soil Description	Acres	Percent of field	CSR Legend	Non-Irr Class	CSR	Corn	Soybeans
107	Webster silty clay loam, 0 to 2 percent slopes	39.7	39.7%		IIw	89	207	56
138B	Clarion loam, 2 to 5 percent slopes	33	33.1%		IIe	86	203	55
138C2	Clarion loam, 5 to 9 percent slopes, moderately eroded	12	12.0%		IIIe	68	179	48
55	Nicollet loam, 1 to 3 percent slopes	11.5	11.5%		I	94	214	58
62D2	Storden loam, 9 to 14 percent slopes, moderately eroded	3.7	3.7%		IIIe	44	146	39
4946	Orthents-urban land complex, 0 to 5 percent slopes	0.1	0.1%			0		
Weighted Average						84.4	200.9	54.3

103 Acres M/L Development Land—Altoona, IA



Price: \$1,751,000 (\$17,000/acre)

Description: 103 Acres m/l of future development ground located along the Interstate 80 and Hwy 65/69 bypass just outside of Altoona corporate city limits. Property is also located just West of the new Facebook data center facility now under construction. Land is currently being farmed and carries an average CSR of 84.4 on the 100 tillable acres. High traffic counts, interstate visibility and location directly across the interstate from Bass Pro Shops make this land a highly sought after property for both investors and developers.

Traffic Count: 54,000/day (I-80/35)

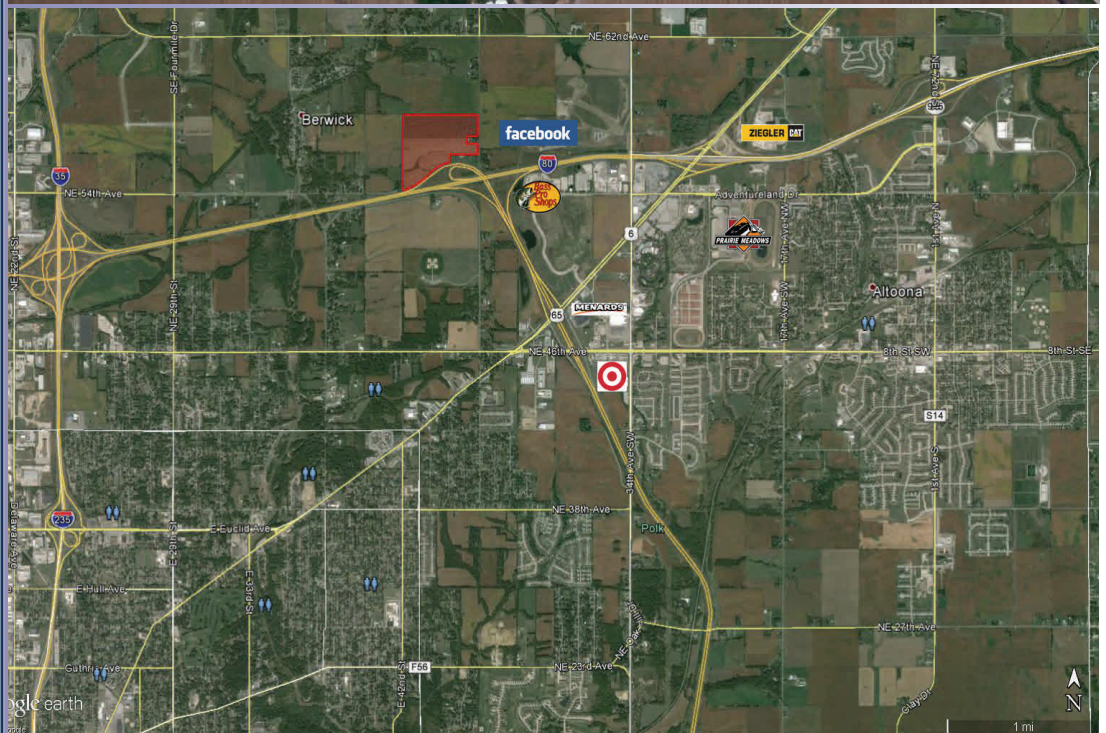
Utilities: Altoona Sewer and Water services are both located less than a mile from the site.

Current Zoning: Agriculture

Directions: From I-80/35, exit Hwy 6 (Hubbell Ave) northbound. Turn left on to NE 64th St. Make an immediate left turn at NE 62nd Ave. After 2 miles, turn south on NE 46th St. Property is located on West side of the road.

Matt Adams
P: 515.222.1347
C: 515.432.9235
Matt@PeoplesCompany.com

Steve Bruere
P: 515.222.1347
C: 515.240.7500
Steve@PeoplesCompany.com



Additional information can be found on our website: **Listing #11596**

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