

**PURCHASE AGREEMENT
FOR REAL ESTATE**
(Agreement for land only)



Date: _____

Purchaser agrees to purchase real estate (the "Property") known as the _____
_____ in _____ Township, _____ County, State of _____
which is legally described as

and is generally located

in accordance with the terms and conditions set forth below:

A. PURCHASE PRICE:

Purchaser agrees to pay _____ Dollars (\$ _____) for the above property, subject to the adjustments and prorations hereinafter described. If a survey is completed by the seller, the final purchase price will be calculated using the bid price of \$ _____ per acre times the final surveyed acres.

B. METHOD OF PAYMENT:

Cash: The entire purchase price shall be paid in cash at closing and the purchase is not contingent upon the Purchaser being able to obtain financing.

C. CLOSING DATE:

Closing date shall be within _____ days after mortgage proceeds are ready to be paid out and/or all legal documents necessary for the closing have been prepared and approved **OR** _____, whichever occurs first. In no event shall the closing be later than _____. Seller(s) have the choice to extend this date, if necessary.

D. POSSESSION:

Possession of the farmland shall be _____
subject to the following: _____

E. INSPECTIONS:

PURCHASER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT THE ABOVE MENTIONED INSPECTIONS. HOWEVER, PURCHASER HEREBY WAIVES INSPECTIONS AND RELIES UPON THE CONDITION OF THE PROPERTY BASED UPON HIS OWN EXAMINATION AND RELEASES THE SELLER, BROKER AND SALESPERSONS FROM ANY AND ALL LIABILITY RELATING TO ANY DEFECT OR DEFICIENCY AFFECTING THE PROPERTY, WHICH WAIVER SHALL SURVIVE THE CLOSING.

X _____ X _____

REQUIRED FHA/VA OR LENDER INSPECTIONS ARE NOT INCLUDED IN THIS WAIVER.

F. REAL ESTATE TAX:

Real estate taxes and any special assessments to be payable in accordance with Paragraph _____ below:

- 1) Prorated to day of closing.
- 2) Seller shall pay all real estate property taxes for _____ due and payable in _____. The purchaser shall receive credit for the _____ real estate taxes due and payable in _____ and therefore be responsible beginning with the _____ installment and thereafter.

Purchaser shall pay any and all real estate assessments for _____ beginning with the _____ installment.

G. TITLE EVIDENCE: Said real estate shall be conveyed to Purchaser by one of the following: **Strike one** [general warranty deed] [corporate warranty deed] [quit claim deed] [personal representative's deed] [trustee's deed] [administrator's deed] in the same condition as it now is, ordinary wear and tear excepted, subject to all covenants, easements, restrictions, right-of-way, and limitations now of record, and subject to the provisions of applicable zoning laws, and free and clear of all other liens and encumbrances except as stated in this Purchase Agreement.

Prior to closing, Purchaser shall be furnished at Seller's expense a Attorney's Certificate of Title, suitable for a commitment for an ALTA approved owner's title insurance policy.

Purchaser's Initials

Seller's Initials

H. SURVEY:

A staked survey will or will not be completed. IF a survey is completed by the seller for title purposes, the cost of the survey will be **strike one** [Shared equally] [Seller's] [Purchaser's] expense. If any other survey is required by the Purchaser, the Purchaser will pay for the expense of such survey.

I. PUBLIC IMPROVEMENT ASSESSMENTS:

Seller warrants that he has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date hereof but which will result in a lien or charge shall be paid by Purchaser.

J. MAINTENANCE OF PROPERTY:

Seller shall maintain the Property and related equipment so as to preserve the status quo until time of possession by Purchaser.

K. RENTS: (Complete, if applicable)

Rents shall be handled in accordance with Paragraph _____ below:

- 1) Prorated to the date of closing, or
- 2)

L. TIME:

Time is of the essence in this Purchase Agreement. Time periods specified in this Agreement shall expire at midnight on the date stated unless the parties agree in writing to a different date or time.

M. EARNEST MONEY:

Purchaser submits herewith \$ _____ as earnest money with this Purchase Agreement. Upon acceptance of this Purchase Agreement Purchaser submits an additional \$ _____ as earnest money deposit. All earnest money deposits shall be applied to the purchase price. Earnest money shall be deposited _____ in the listing BROKER'S Escrow Account TITLE COMPANY'S (_____) Escrow Account immediately upon receipt of it, and held until time of closing the transaction or termination of this Purchase Agreement. Earnest money shall be returned promptly in the event this Purchase Agreement is not accepted.

N. REMEDIES OF SELLER, PURCHASER, AND BROKER:

In the event SELLERS breach the accepted Purchase Agreement and fail or refuse to close PURCHASER shall be entitled to sue SELLERS either for specific performance, rescision, or for damages. In any claim or suit by PURCHASERS for rescision or damages, the Broker shall only be liable to PURCHASER for return of the earnest money deposit; and SELLERS shall be liable to Broker for the commission Broker would have earned had the sale been consummated. In the event PURCHASERS breach the accepted Purchase Agreement and fail or refuse to close, the earnest money deposit shall be forfeited by PURCHASERS and disbursed by Broker in accordance with the terms of the listing contract executed by SELLER. In addition, SELLER may pursue all legal or equitable remedies including a suit for specific performance. ANY JUDGMENTS resulting from any above listed actions shall include reasonable attorney's fees and costs for the prevailing party. Any disputes arising involving the disposition of the earnest money shall be settled by the parties or by a court of competent jurisdiction prior to Broker disbursing said funds, and Broker is authorized to retain the earnest money deposit in escrow until such settlement has been reached. Broker's sole liability in any dispute shall be for proper disbursement of the earnest money deposit.

O. MISCELLANEOUS PROVISIONS: The transaction shall be closed in accordance with the following:

1. If taxes are not yet established and must be computed the most recent tax rate and the most recent assessed valuation at time of closing shall be used.
2. If a party to this Agreement, by himself or through his agent, requires that this transaction is to be closed by a title company, mortgage company, attorney, etc., with a fee for the service, such fee shall be paid by the **strike one** [Purchaser] [Seller] [Shared Equally].
3. Seller agrees to pay the cost of obtaining all documents necessary to perfect title so that marketable title can be conveyed.

P. CONSERVATION RESERVE PROGRAM (IF APPLICABLE):

The Purchaser of any tract(s) that include land enrolled in the Conservation Reserve Program (CRP) agrees to accept the assignment of those contract(s) from the Seller along with all associated benefits and requirements. The purchaser will receive their prorated share of the 20__ CRP income to the date of deed recording. The _____ County Farm Service Agency will divide it between the Purchaser(s). Purchaser(s) shall the day after deed recording, present themselves to the _____ County FSA office in _____ and cause the proper paperwork, and assignments to occur in connection with the CRP contract(s) associated with their parcel. Purchaser and Seller agree to cooperate in all fashions in immediately facilitating the assignment/transfer of the CRP contract(s). Additionally, if the Purchaser removes any or a part of the land enrolled in the CRP prior to the expiration of the current contracts or if the Purchaser breaches the current contracts, any costs, liquidated damages, refunds of payments received, interest due, costs, penalties, attorney's fees or other associated fees for the removal or breach will be completely the responsibility of the Purchaser and paid immediately by the Purchaser. Purchaser agrees to indemnify the Seller for any and all removal costs, breach, penalties, fees, including reasonable attorney's fees, or any damages whatsoever of any nature associated with the CRP contracts. If the Purchaser removes land from CRP, Purchaser agrees to reimburse Seller for any and all income Seller would have received if the CRP contract had remained in full force. This provision relating to the CRP contracts shall survive the closing.

Q. CLASSIFIED FOREST: The Purchaser(s) of any tract(s) that includes land with Classified Forest agrees to accept the assignment of those contract(s) from the Seller along with all the associated benefits and requirements. If the Purchaser(s) wishes to withdraw from the program, any costs, liquidated damages, refunds of payments received, interest due, costs, penalties, attorney fees or other associated fees are the responsibility of the Purchaser(s).

R. FURTHER CONDITIONS:

S. EXPIRATION AND APPROVAL:

This Purchase Agreement is void if not accepted in writing on or before _____ (A.M.) (P.M.) (Noon) (Midnight) on _____

Purchaser's Initials

Seller's Initials

T. TERMS BINDING/ASSIGNMENT:

This is a legal and binding contract. If not fully understood, seek competent advice. All terms and conditions are included herein and no verbal agreements shall be binding. This Purchase Agreement will inure to the benefit of and bind the respective successors and assigns of the parties hereto. The rights of Purchaser and Seller under this Purchase Agreement cannot be assigned in whole or in part without the prior written consent of the other.

U. 1031 TAX DEFERRED EXCHANGE:

Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.

V. DISCLAIMER OF WARRANTY:

Purchaser agrees that the brokers and salespersons have not and cannot make any warranties or guarantees about the real estate and improvements or any fixtures, equipment or systems on or about the real estate and improvements. Purchaser and Seller agree not to bring any claims against brokers and salespersons with respect to any problem concerning the condition of the real estate.

W. NOTICE:

Any notice required or permitted to be given to the parties shall be given to Seller at Listing Broker's Office and to Purchaser at Selling Broker's Office.

X. Selling Broker acknowledges receipt of \$ _____ earnest money in the form of _____, from _____

Y. AGENCY RELATIONSHIP: The Purchaser(s) hereby acknowledge that, unless otherwise agreed, the Selling Broker/Salesperson, including a Listing Broker/Salesperson selling their own listing, is exclusively the agent of the Seller, and not the agent of the Purchaser.

Z. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be signed manually or by any electronic signature complying with the U.S. Federal E-SIGN Act of 2000, and the parties hereby consent to conduct this transaction using electronic means. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

AA. ACKNOWLEDGMENT: By signature the parties verify that they have read, fully understood, and approve the Purchase Agreement and acknowledge receipt of signed copy.

This PURCHASE AGREEMENT was prepared by _____, Real Estate (Broker) (Salesperson) with Halderman Real Estate Services Inc.

Signed this _____ at _____ (A.M.) (P.M.) (Noon) (Midnight)

PURCHASER'S SIGNATURE	PURCHASER'S SIGNATURE
PRINTED NAME FOR DEED	PRINTED NAME FOR DEED
EMAIL ADDRESS	ATTORNEY'S NAME
	PHONE NUMBER
PURCHASER'S ADDRESS:	PURCHASER'S PHONE NUMBER(s)
CITY	CASH OR INTENDED LENDER
STATE	
ZIP CODE	

ACCEPTANCE OF PURCHASE AGREEMENT

The above terms and conditions are accepted this:

_____ at _____ (AM) (PM) (Noon) (Midnight)

SELLER'S SIGNATURE	SELLER'S SIGNATURE
PRINTED NAME FOR DEED	PRINTED NAME FOR DEED
SELLER'S SIGNATURE	SELLER'S SIGNATURE
PRINTED NAME FOR DEED	PRINTED NAME FOR DEED



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 262.83rd Access Section # 13 E 24 CAMBERTOP, Preble County Ohio

Buyer(s): _____

Seller(s): BNA & H. LLC. By ROBERT J. HORA, AGENT

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____.
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) H. JOHN KRAMER + CRAIG SPRINGER and real estate brokerage HALDERMAN Real Estate will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT _____ DATE _____

Robert J. Hora
SELLER/LANDLORD

8/6/25
DATE

BUYER/TENANT _____ DATE _____

ROBERT J. HORA, AGENT
SELLER/LANDLORD

DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100

