



AGREEMENT TO PURCHASE REAL ESTATE

Upon the following terms, the undersigned Buyer agrees to buy and the undersigned Seller agrees to sell the real estate identified as Parcel L41000646360000 in the auction brochure prepared for purposes of the auction conducted on this date by The Wendt Group, Inc. ("Auction Company"), said tract(s) being approximately 98.098 (±) acres located in the **Township of Scipio, County of Seneca, State of Ohio (the "Property")**. This Agreement to Purchase Real Estate ("Agreement") is entered into by Buyer and Seller on **December 28, 2020**.

1. Purchase Price: Purchase price shall be \$ _____ payable at closing. In the event that the actual number of acres being purchased shall change from the approximate number of acres stated in this Agreement, the purchase price shall not be adjusted based on the bid price per stated acre times the actual number of acres.

2. Deed: Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable **Warranty** deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this Agreement, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this Agreement;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record;
- (f) oil and gas and mineral leases; and
- (g) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.

3. Title: Seller shall furnish (and Auction Company is authorized to obtain on Owner's behalf and to disclose to prospective bidders prior to the auction) a preliminary opinion or certificate of title for the Property, with update as of two days prior to closing. If Buyer elects to purchase title insurance or other evidence of title, Buyer may do so at Buyer's expense. If required by Buyer's lender, Buyer shall pay any expense incurred in connection with the mortgagee title insurance or other title evidence or reports issued for the protection of Buyer's lender.

At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

4. Taxes and Assessments: The Buyer shall assume the real estate taxes for the calendar year 2021 due and payable in 2022 and thereafter. If the Property is enrolled in CAUV, the real estate taxes shall be computed using CAUV. Real Estate taxes which are not yet determined shall be computed under CAUV using the information available at the time of closing. If usage is changed, the Buyer is responsible for CAUV recoupment. The real estate tax amounts paid or credited at closing shall be final.

5. Survey: A new survey and legal description of the property has been prepared by Hank & Associates Inc. The type of survey provided will be at the Seller's option and sufficient for conveyance of the Property.

6. Possession: Possession to the Property shall be given at closing.

7. Damage to Property: Risk of loss to the real estate and appurtenances shall be borne by Seller until closing. If any of the Property covered by this Agreement shall be substantially damaged or destroyed before this transaction is closed, Seller will notify Buyer that the damage or destruction has occurred. Seller may then elect to repair the damage or reasonably restore the Property at Seller's expense, in which event Seller shall retain all insurance money, if any, payable under policies covering the Property, and the closing date shall be reasonably extended to allow the repairs to be completed. If Seller does not elect to repair the damage or reasonably restore the Property, Buyer may

(a) proceed with the transaction and be entitled to the insurance money, if any, payable to Seller under policies covering physical damage to the Property, or (b) rescind the Agreement, by giving written notice to Seller within ten (10) days after Buyer has notice of such damage or destruction and Seller's election and thereby release all parties from liability. If Buyer does not notify Seller of Buyer's intent to rescind the Agreement within the designated time period, Buyer is deemed to have elected to proceed with the transaction. If the Property is subject to any non-substantial damage or destruction, Seller shall have no obligation to repair or restore the Property, and the closing of the Property shall proceed as if no damage or destruction had occurred.

8. Deposit: Buyer has deposited with the Auction Company the sum of \$ _____ with check # _____, and Seller acknowledges receipt thereof. The deposit shall be applied to the purchase price at closing. If the transaction does not close due to Seller's failure or refusal to perform, the deposit shall be returned to Buyer. If the transaction does not close due to Buyer's failure or refusal to perform, the deposit shall be retained by the Seller.

9. Closing Expenses: With respect to certain expenses that are not otherwise addressed in this Agreement: Seller shall pay the real estate conveyance fee or tax and parcel transfer fee. Seller shall furnish the Deed. Buyer shall pay the fees to record the Deed. Seller and Buyer shall each pay their own attorney fees. Any fee for conducting the closing shall be divided equally between Seller and Buyer.

10. Closing: This Agreement shall be performed and this transaction closed by **Friday, February 12, 2021**, unless the parties agree in writing to an extension or the closing is reasonably extended to allow repair of substantial damage to the Property pursuant to this Agreement. Seller will schedule the time and place for the closing. If Seller, in good faith, is unable to convey the Property at closing in compliance with this Agreement, and in accordance with the title requirements of this Agreement, Buyer may terminate this Agreement and receive the Earnest Money as Buyer's sole remedy, but only after providing written notice and a reasonable opportunity to cure.

11. THE PROPERTY IS SOLD "AS IS" AND "WHERE IS". ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER OR AUCTION COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES. Without limiting the foregoing provision, Seller, Auction Company and their respective agents and representatives disclaim any representation or warranty with regard to acreages, zoning matters, location or availability of utilities, availability of building or other permits, whether or not the property qualifies for any specific use or purpose, and/or the accuracy of any third party reports or materials provided in connection with the Auction or this Agreement.

12. Incorporation of Documents: This Agreement incorporates the provisions of the following documents as if fully written herein:

- a. The auction brochure prepared for purposes of this auction by The Wendt Group, Inc.
- b. The Addendum to the Purchase Agreement signed by Buyer and Seller.
- c. Other: Ohio Residential Property Disclosure, Consumer Guide, and Agency Disclosure forms, and a copy of the survey and legal description.

13. Acknowledge Receipt by Buyer: The Buyer acknowledges that Buyer has received a copy of the bidder's materials for the auction.

14. Conservation Reserve Program Contracts: Buyer acknowledges that 2 existing contracts are on record with the Seneca County FSA Office. The Buyer agrees to accept and assume all obligations of the current contracts. Buyer agrees to perform all requirements for the assignment of the current contract within 15 days following the closing. Buyer agrees to indemnify Seller from all loss, costs, claims, and repayment (including but not limited to

repayment of amounts for periods prior to closing) with respect to the Contract arising after the closing date, unless caused by the actions of Seller prior to closing.

15. Ohio Agricultural Easement: Buyer acknowledges that an Agricultural Easement is recorded on the entire property. The easement is intended to be in perpetuity. The Buyer agrees to accept and assume all obligations of the recorded easement for farmland preservation as set forth by the Ohio Department of Agriculture, Office of Farmland Preservation and the Black Swamp Conservancy and notify the ODA and Black Swamp Conservancy of the property transfer in writing 15 days after the closing.

16. Other Provisions: This Agreement, including the Addendum and other documents incorporated in the Agreement, constitute the entire agreement. There are no representations, oral or written, which have not been incorporated herein, provided, however, that any announcements made at the auction by the auctioneer will take precedence over any printed material. Any amendment to this Agreement shall be made in a writing signed by Buyer and Seller. All notices given in connection with this Agreement shall be made in a writing signed by the party giving such notice. Time is of the essence regarding all provisions of this Agreement. All representations, covenants, and warranties of the parties contained in this Agreement shall survive the closing. Only manual or electronic signatures on Agreement documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this Agreement and any amendments or any notices to be delivered in connection with this Agreement. Only original, manual signed documents shall be valid for deeds or other documents to be delivered at closing. For the purposes of this provision, "Agreement documents" do not include voice mail or email messages.

Buyer and Seller agree to the terms of this Agreement and acknowledge receipt of a signed copy.

Buyer (Bidder # _____)

Signature: _____ Address: _____

Print Name: _____

Title (if Applicable): _____ Phone: _____

Email: _____

Signature: _____ Address: _____

Print Name: _____

Title (if Applicable): _____ Phone: _____

Email: _____

Attorney: _____

Seller

Signature: _____ Address: _____

Print Name: _____

Title (if Applicable): _____ Phone: _____

Email: _____

Signature: _____ Address: _____

Print Name: _____

Title (if Applicable): _____ Phone: _____

Email: _____

Attorney: _____

Brokerage: The Wendt Group, Inc.
Phone: 614-626-SOLD (7653)

Address: 121 Jackson Street
Plain City, Ohio 43064

Signature: _____
Kevin Wendt, Broker

Email: kevin@thewendtgroup.com
Phone: 419-566-1599