# BIDDER PACKET




# CESSNA TOWNSHIP

## FEBRUARY 4, 2025

6:00 pm

## HARDIN COUNTY FAIRGROUNDS

COMMUNITY BUILDING

14131 Letson Ave., Kenton, OH

DYE REAL ESTATE & LAND COMPANY

www.dyerealestate.com

# TERMS & CONDITIONS

**Sales Method:** The property will be offered in 4 tracts, individually and then in combination. There will be opening bidding on the individual tracts, then proceeding to multiparcel bidding format, bidders will be able to combine any tract at any time during this part of the auction. Bidders will be able to increase their bids on any tract or the combination until the auctioneer announces the tracts are sold.

**Down Payment:** 10% down payment on the day of the auction. The down payment must be by personal check, business check, or cashier's check.

**Financing:** Bidders' must have their financing arranged prior to the auction. No bids are conditional upon financing.

**Absentee and phone bids:** ALL absentee and phone bidders must register with Dye Real Estate and Land Company prior to the auction. Anyone bidding on behalf of an absentee bidder will be equally responsible for the bid and required to enter into a contract to purchase at the end of the auction.

**Auction Dispute:** If any dispute arises between or among bidders, the decision of the Auctioneer shall be final and absolute.

**Online Bidders:** All online bidders must be registered prior to the day of the auction.

**TECHNOLOGY DISCLAIMER:** Dye Real Estate and Land Co., L.L.C., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Dye Real Estate and Land Co., L.L.C., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet in lieu of actually attending the auction as a personal convenience to me.

**Property Inspection:** Potential purchasers are responsible for conducting their own inspection of the property and any due diligence, inquiries, and inspections will be conducted at their own risk. Seller and real estate company disclaims any and all responsibility for the bidder's safety during any physical inspection of the property.

**Acceptance of Bids:** Any and all successful bidders will be required to enter into a purchase agreement with the seller immediately following the sale, seller may be signing the contract(s) electronically. All final bids are subject to the seller's confirmation. This offer will remain irrevocable and available to the seller for 5 business days after delivery of this offer to the sellers, its counsel, or Agent.

**Evidence of title:** Dye Real Estate and Land Company will provide a preliminary title opinion, certificate, or report to be made available upon request, to prospective bidders for review prior to bidding. The certificate is given for the protection of Dye Real Estate and Land Company only. No other person or entity may rely on the opinion expressed herein; nor is any liability assumed by the certification except to. **If any buyer elects to purchase title insurance, the cost thereof will be at buyer's sole expense.** Seller will convey title free and clear of liens, but otherwise subject to all easements and matters of record. All tracts are being sold "AS IS".

**Deed:** Seller to provide a Trustees Deed.

**Closing:** The balance of the purchase price is due at closing, which will take place within 45 days after the auction. In the event the Buyer fails to close and pay their balance when due, Seller reserves all rights allowed

by law, including a suit for damages, specific performance or cancellation of the sale with the Seller to retain the earnest money deposit. Any action taken after default shall be solely at the Seller's option with all costs incurred by Seller being paid by the Buyer.

**Possession:** Possession will be at closing.

**Real Estate Taxes:** All taxes and assessments shall be prorated to the day of closing. In prorating taxes and assessments, the most current available tax information shall be used. Property is currently in CAUV. If purchaser removes the property from CAUV purchaser will be responsible for the payment of any CAUV tax recoupment. New taxes may be established due to the creation of new parcels.

**Tract Map and Acreage:** All dimensions, proposed boundaries, and tract acreages are approximate and are based on aerial photos and auditor information.

**Mineral Rights:** The sale will include 100% of the mineral rights, if any, owned by the seller.

**Survey:** The seller will provide a new survey and legal description. If governmental authority approves the legal description under its current form then the buyer agrees to accept the current acreage described under the current legal description. The total sales price will be established by multiplying the per acre price established at the auction by the total acreage according to the new survey.

**Agency:** Dye Real Estate and Land Company, and its representatives, are sole agents for the seller.

**Disclaimer and Absence of Warranties:** All information contained in this brochure and all related materials are subject to the terms and conditions in the purchase agreement. The properties are being sold "AS IS, WHERE IS" with no warranty or representation, either expressed or implied, concerning the property is made by the Seller or Dye Real Estate and Land Company. All sketches and dimensions in this brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the seller or Dye Real Estate and Land Company.

**ANY ANNOUNCEMENTS DAY OF AUCTION TAKE PRECEDENCE OVER PRINTED MATERIAL. THE ABOVE TERMS AND CONDITIONS ARE TO BE AN ADDENDUM TO THE PURCHASE CONTRACT.**

Seller: Pamela K. Rightsell, Cynthia R. Wykes, Charles E. Croy, Dan E. Croy and Heidi Croy

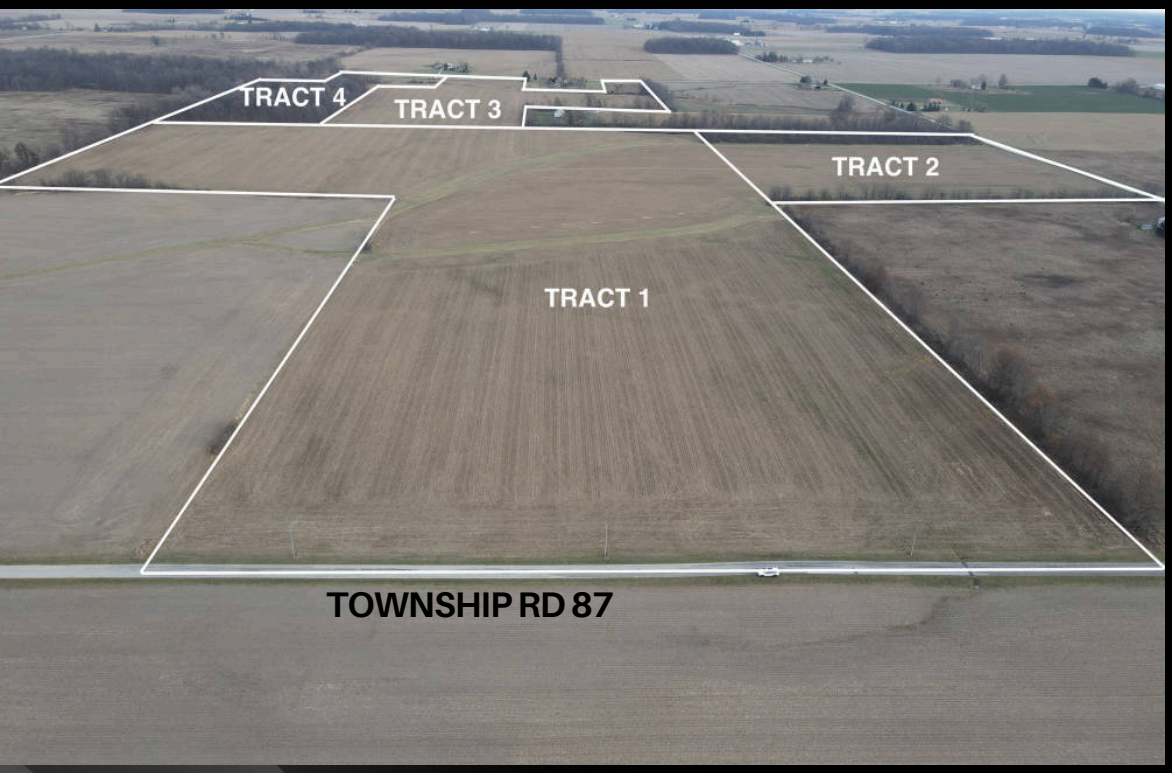
Auctioneer and Real Estate Broker: Devin Dye

Assisting Auctioneers: Mike Reindel and Matthew Bowers

Licensed and Bonded in favor of the State of Ohio.

# AUCTION DESCRIPTION

Don't miss this opportunity to purchase a quality farm in Hardin County, Ohio. This farm has both quality tillable acreage and desirable recreational land. Consisting of a total of 141 acres, with 3 tracts of quality farmland totaling 120 acres and approximately 20 acres of recreational land. This farm can be purchased in 4 different tracts or in combination. Don't miss your chance to bid and buy any part or all of this great land offering in western Ohio.




## FSA INFORMATION

- FARMLAND: 141.8 ACRES
- CROPLAND: 115.46 ACRES

| CROP | BASE ACRES | PLC YIELD |
|---|---|---|
| Wheat | | |
| Corn | 59.4 | 133 |
| Soybeans | 56.06 | 42 |




Total Acres:
**141.45+/-**

Total Tillable Acres:
**115.46**

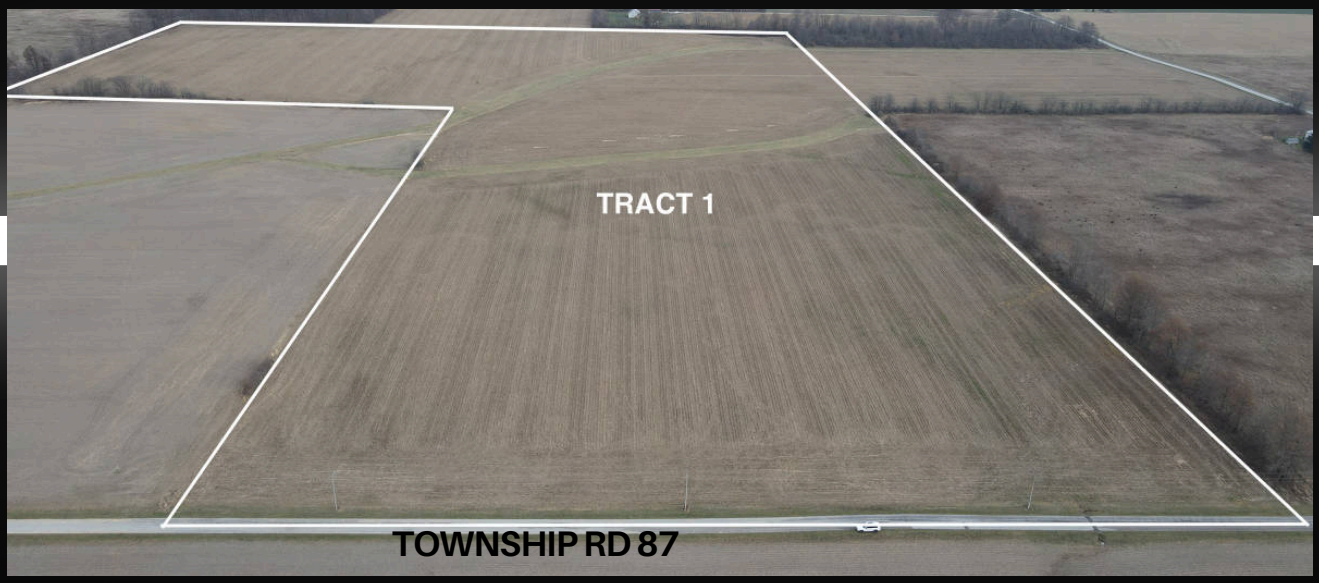
Total Wooded Acres:
**20.71**

Taxes
**$3,153.90**

# TRACT 1

DYE REAL ESTATE & LAND COMPANY

Tract one consists of approximately 66 acres of tillable land, located in Hardin County, just east of Ada, Ohio. Primarily all tillable with the exception of waterways. Quality soils for western Ohio consisting of Blount, Pewamo and Glynwood. Great road frontage access for this tract. This tract would make a great investment on its own or in addition to the other tracts available for purchase at this auction.




## DETAILS

**Parcel Numbers:**
080500140000,
080500130000,
080500090000

**County:**
Hardin

**Section:**
5

**Tillable Acres:**
61.37

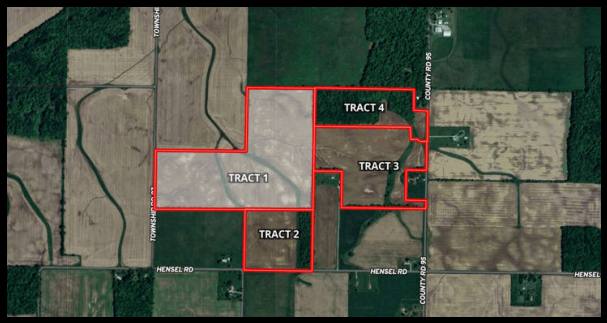
**Township:**
Cessna

**Total Acres:**
66

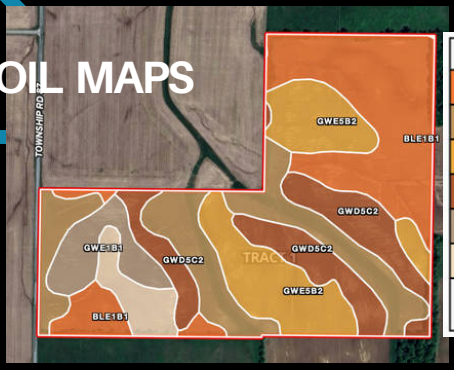
**NCCPI:**
64.71

## LOCATION

Located on the east side of Township Road 87, 0.2 miles north of Township Road 80




## SOIL MAPS




| SOIL CODE | SOIL DESCRIPTION | ACRES | % | CPI | NCCPI | CAP |
|---|---|---|---|---|---|---|
| Ble1B1 | Blount silt loam, end moraine, 2 to 4 percent slopes | 18.98 | 28.87 | 0 | 67 | 2e |
| PkA | Pewamo silty clay loam, 0 to 1 percent slopes | 13.97 | 21.25 | 0 | 76 | 2w |
| Gwe5B2 | Glynwood clay loam, end moraine, 2 to 6 percent slopes, eroded | 13.44 | 20.44 | 0 | 56 | 2e |
| Gwd5C2 | Glynwood clay loam, 6 to 12 percent slopes, eroded | 11.79 | 17.93 | 63 | 56 | 4e |
| Gwe1B1 | Glynwood silt loam, end moraine, 2 to 6 percent slopes | 4.41 | 6.71 | 0 | 66 | 2e |
| Ble1A1 | Blount silt loam, end moraine, 0 to 2 percent slopes | 3.15 | 4.79 | 0 | 69 | 2w |
| TOTALS | | 65.74(*) | 100% | 11.3 | 64.71 | 2.36 |

# TRACT 2

DYE REAL ESTATE & LAND COMPANY

Tract two consists of a nearly perfect symmetrical 20 acre field. This tract has just over 3 acres of woods with the rest being primarily all tillable. Soil types on this tract consist of Blount, Pewamo and Glynwood. This tract would make a great investment, building opportunity, or addition to the other tracts offered on this sale.



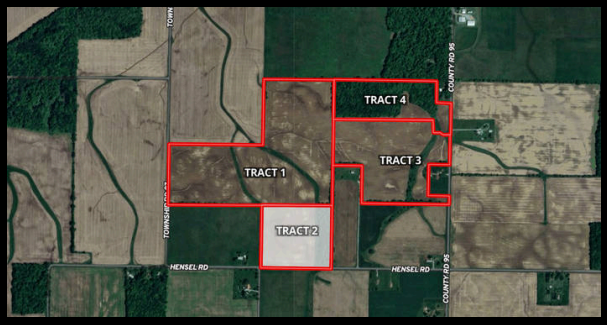

FOR MORE PHOTOS GO TO
**www.dyerealestate.com**

## DETAILS

| | | | |
|---|---|---|---|
| **Parcel Number:** 080500080000 | **County:** Hardin | **Section:** 5 | **Tillable Acres:** 14.7 |
| **WOODS:** 3.39 | **Township:** Cessna | **Total Acres:** 20 | **NCCPI:** 62.92 |

## LOCATION

Located on the north side of Township Road 80 .4 miles west of County Road 95




## SOIL MAPS

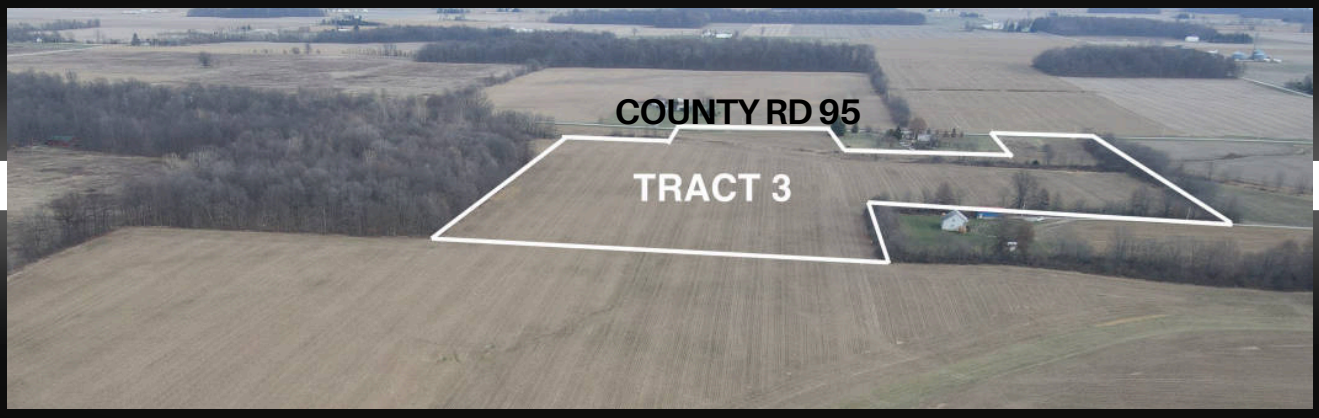


| SOIL CODE | SOIL DESCRIPTION | ACRES | % | CPI | NCCPI | CAP |
|---|---|---|---|---|---|---|
| Gwe5B2 | Glynwood clay loam, end moraine, 2 to 6 percent slopes, eroded | 6.69 | 33.27 | 0 | 56 | 2e |
| PkA | Pewamo silty clay loam, 0 to 1 percent slopes | 4.82 | 23.97 | 0 | 76 | 2w |
| Gwd5C2 | Glynwood clay loam, 6 to 12 percent slopes, eroded | 4.72 | 23.47 | 63 | 56 | 4e |
| Ble1B1 | Blount silt loam, end moraine, 2 to 4 percent slopes | 3.88 | 19.29 | 0 | 67 | 2e |
| TOTALS | | 20.11(*) | 100% | 14.79 | 62.92 | 2.47 |

# TRACT 3

DYE REAL ESTATE & LAND COMPANY

Tract three consists of primarily all tillable acreage with the exception of the water way. The soils for tract 3 are comprised of Blount and Glynwood. Significant frontage for this tract makes it a great opportunity as a single purchase or addition to the other tracts on this sale.




FOR MORE PHOTOS GO TO
**www.dyerealestate.com**

## DETAILS

**Parcel Number:** Part of 080500050000

**County:** Hardin

**Section:** 5

**Tillable Acres:** 31.11

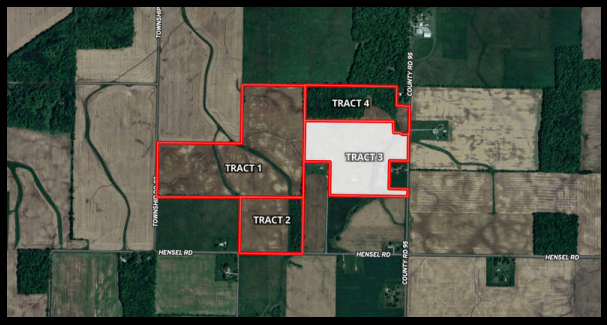
**Township:** Cessna

**Total Acres:** 34.45

**NCCPI:** 65.18

## LOCATION

Located on the west side of County Road 95 1.3 miles north of State Route 309




## SOIL MAPS

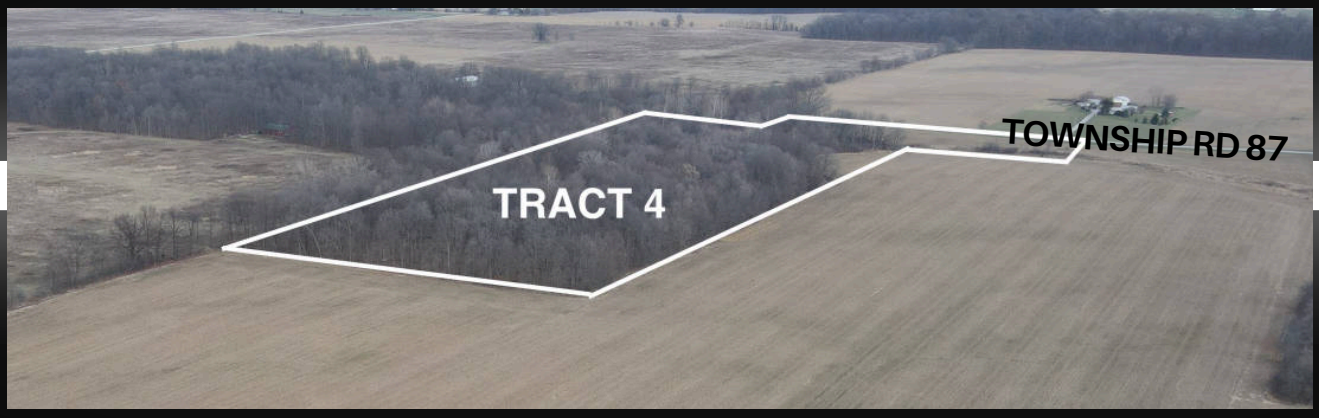



| SOIL CODE | SOIL DESCRIPTION | ACRES | % | CPI | NCCPI | CAP |
|---|---|---|---|---|---|---|
| Ble1B1 | Blount silt loam, end moraine, 2 to 4 percent slopes | 26.59 | 75.18 | 0 | 67 | 2e |
| Gwe5B2 | Glynwood clay loam, end moraine, 2 to 6 percent slopes, eroded | 5.29 | 14.96 | 0 | 56 | 2e |
| Gwe1B1 | Glynwood silt loam, end moraine, 2 to 6 percent slopes | 2.45 | 6.93 | 0 | 66 | 2e |
| Ble1A1 | Blount silt loam, end moraine, 0 to 2 percent slopes | 0.58 | 1.64 | 0 | 69 | 2w |
| Gwd5C2 | Glynwood clay loam, 6 to 12 percent slopes, eroded | 0.46 | 1.3 | 63 | 56 | 4e |
| TOTALS | | 35.37(*) | 100% | 0.82 | 65.18 | 2.03 |

# TRACT 4

DYE REAL ESTATE & LAND COMPANY

Tract four is primarily wooded with minimal tillable acreage making this tract a wonderful recreational opportunity. This wooded tract has evidence of timber value and rolling topography making it a great potential building site. If you are looking for a secluded building site or recreational property this tract offers a great opportunity for both.



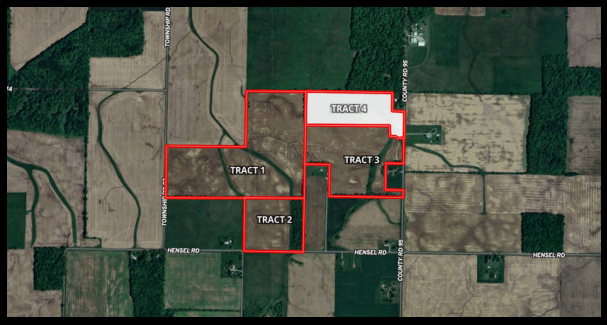

FOR MORE PHOTOS GO TO
**www.dyerealestate.com**

## DETAILS

| | | | |
|---|---|---|---|
| **Parcel Number:** Part of 08-050005.0000 | **County:** Hardin | **Section:** 5 | **Tillable Acres:** 4.29 |
| **WOODS:** 17.32 | **Township:** Cessna | **Total Acres:** 20.57 | **NCCPI:** 66.06 |

## LOCATION

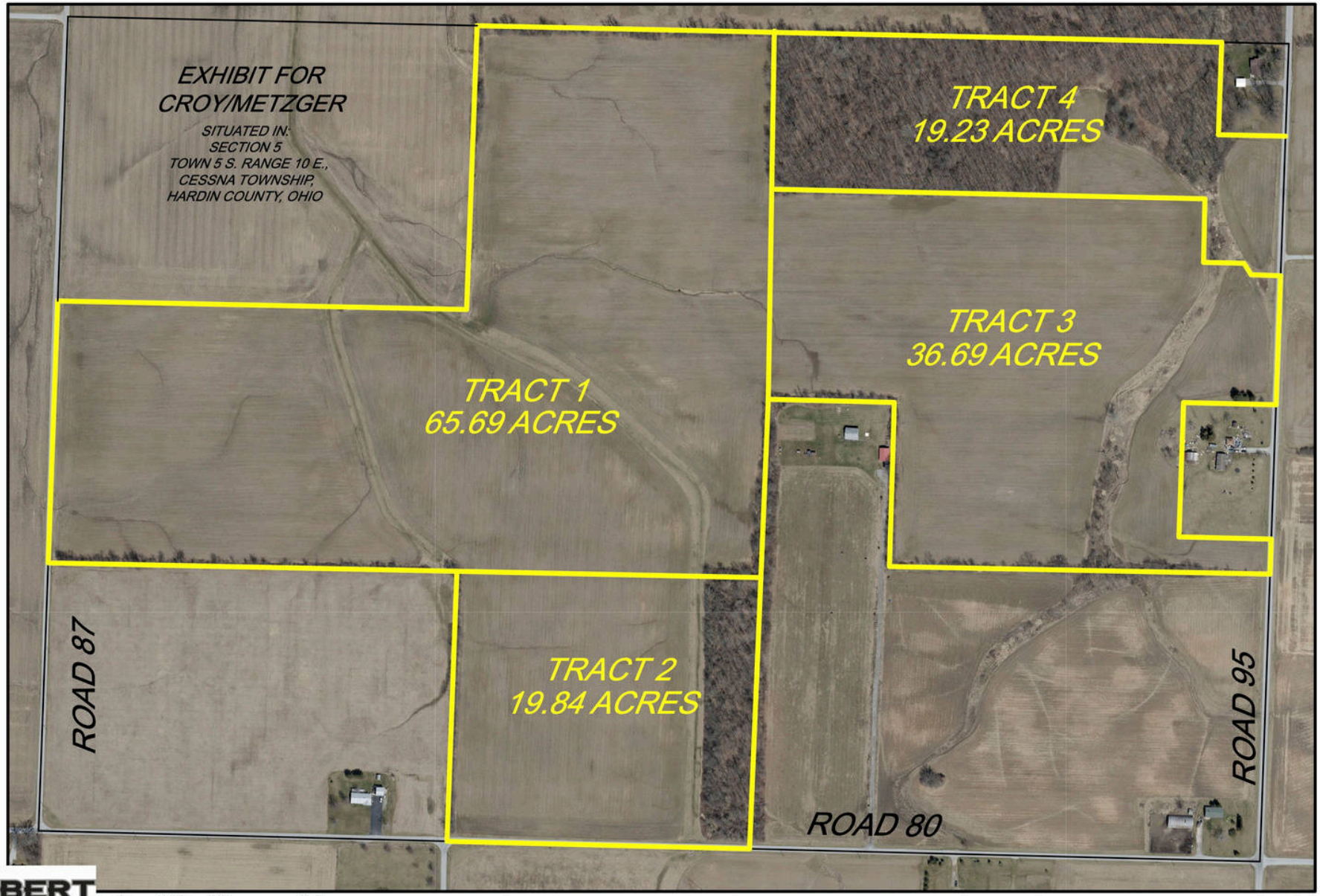
Located on the west side of County Road 95 1.45 miles north of State Route 309




## SOIL MAPS




| SOIL CODE | SOIL DESCRIPTION | ACRES | % | CPI | NCCPI | CAP |
|---|---|---|---|---|---|---|
| Ble1B1 | Blount silt loam, end moraine, 2 to 4 percent slopes | 13.41 | 65.1 | 0 | 67 | 2e |
| Gwd5C2 | Glynwood clay loam, 6 to 12 percent slopes, eroded | 3.35 | 16.26 | 63 | 56 | 4e |
| PkA | Pewamo silty clay loam, 0 to 1 percent slopes | 1.67 | 8.11 | 0 | 76 | 2w |
| Ble1A1 | Blount silt loam, end moraine, 0 to 2 percent slopes | 1.13 | 5.49 | 0 | 69 | 2w |
| Gwe1B1 | Glynwood silt loam, end moraine, 2 to 6 percent slopes | 1.05 | 5.1 | 0 | 66 | 2e |
| TOTALS | | 20.61(*) | 100% | 10.25 | 66.03 | 2.33 |




HOWBERT SURVEYING LLC
8477 Mericle Road
Fort Jennings, Ohio 45844
419-863-0289

0 150 300 600

SCALE 1"=300'

# CONSUMER GUIDE TO AGENCY RELATIONSHIPS

## CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected Dye Real Estate & Land Company to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Dye Real Estate & Land Company can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Doing so will not obligate you to work with our company if you do not choose to do so.

## REPRESENTING SELLERS

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction.

In rare circumstances, a listing broker may also offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

## REPRESENTING BUYERS

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction.This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

## DUAL AGENCY

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

## REPRESENTING BOTH THE BUYER & THE SELLER

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

# CONSUMER GUIDE TO AGENCY RELATIONSHIPS

## WORKING WITH DYE REAL ESTATE & LAND COMPANY

Dye Real Estate & Land Company does represent both buyers and sellers. When Dye Real Estate & Land Company lists property for sale all agents in the brokerage represent the seller. Likewise when a buyer is represented by a Dye Real Estate & Land Company agent, all of the agents represent that buyer. Therefore, when a buyer represented by a Dye Real Estate & Land agent wishes to purchase property listed by our company, the agent(s) involved act as dual agents. This is true whether one agent is representing both parties or two separate agents are involved.

In the event that both the buyer and seller are represented by Dye Real Estate & Land Company agents these agents and Dye Real Estate & Land Company will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties Dye Real Estate & Land Company has listed. In that instance Dye Real Estate & Land Company will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

## WORKING WITH OTHER BROKERAGES

Dye Real Estate & Land Company does offer representation to both buyers and sellers. When Dye Real Estate & Land Company lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Dye Real Estate & Land Company does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because Dye Real Estate & Land Company shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead that company will be looking out for the buyer and Dye Real Estate & Land Company will be representing your interests.

When acting as a buyer's agent, Dye Real Estate & Land Company also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

## FAIR HOUSING STATEMENT

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

# AGENCY DISCLOSURE STATEMENT

EQUAL HOUSING OPPORTUNITY

**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: **141.45 Acres Hardin County, Ohio (Parcel #'s 080500140000, 080500090000, 080500130000, 080500080000, 080500050000)**

Buyer(s): **TBD**

Seller(s): **Pamela Rightsell, Cynthia Wykes, Charles Croy, Dan Croy & Heidi Croy**

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

The seller will be represented by _____ (AGENT(S)), and _____ (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 principal 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) **DEVIN DYE** and real estate brokerage **DYE REAL ESTATE & LAND COMPANY** 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 | SELLER/LANDLORD | DATE |
| BUYER/TENANT | DATE | 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 principal 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 principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal 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:

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

EQUAL HOUSING OPPORTUNITY



Effective 02/10/19

# Real Property Purchase Agreement

1) This Real Property Purchase Agreement is entered into and made effective at **Hardin**, Ohio, this **4th** day of **February**, 20**25**, by and between **Pamela Rightsell, Cynthia Wykes, Charles Croy, Dan Croy & Heidi Croy**, Seller(s) and **TBD**, Buyer(s).

2) In exchange for the mutual promises, obligations, and pursuant to the terms contained in this Agreement, Seller agrees to sell and Buyer agrees to purchase and pay for the following described real property: **141.45 Acres Hardin County, Ohio (Parcel #'s 080500140000, 080500090000, 080500130000, 080500080000, 080500050000)**, together with all fixtures, improvements, appurtenant rights, and mineral rights (which are sometimes herein collectively referred to as the ("Premises"), subject to all easements, conditions, restrictions of record, and subject to applicable zoning and building regulations.

3) The Premises shall be conveyed in its present physical condition and has been examined by Buyer prior to signing this Agreement. Buyer is relying solely upon its examination as to the condition, value, character, use, and size of the property and any improvements and fixtures, if any, located on the Premises.

4) The purchase price to be paid to Seller by Buyer for the Premises shall be $**TBD**. Upon the signing of this Agreement by Buyer, an earnest money deposit of $**10%** shall be deposited with **Dye Real Estate and Land Company LLC**, to be administered as set forth in this Agreement. The balance of the purchase shall be paid at closing.

5) Closing shall be held on or before the **21st** day of **March**, 20**25**. Possession of the Premises shall be given at closing or on the following possession date: **at closing**.

6) Marketable title to the Premises shall be conveyed to Buyer by transferable and recordable General Warranty Deed, with release of dower if applicable, title to the Premises shall be free, clear, and unencumbered.

7) If prior to closing, under the standards of the Ohio Marketable Title Act, evidence of title reveals that title to all or part of the Premises is unmarketable, or subject to defect, lien, or encumbrance, (the "Defects") then Buyer shall immediately notify Seller, in writing, of the Defects. Seller shall then have **90** days to remedy the Defects (the "Cure Period"). If the Seller fails to remedy or remove the Defects, or is unable to do so within the Cure Period, then Buyer's sole remedies shall be to elect either: (i) waive the Defects and accept such title to the Premises as Seller is able to convey; or (ii) terminate this Agreement and have its earnest money returned. Buyer shall so elect by delivering a written notice to Seller within **3** days after the expiration of the Cure Period. If Purchaser terminates this Agreement as provided in clause (ii), both Purchaser and Seller shall be released from all obligations under this Agreement, and the deposit shall be returned to the Purchaser.

8) Seller shall pay the following costs and expenses associated with the Seller's sale of the Premises:
   a) The costs of preparing, executing, and acknowledging any deeds or other instruments necessary to convey title to Buyer.
   b) Any conveyance fee/tax charged by the county auditor.
   c) Seller's attorney's fees.
   d) Other: _____.

9) Buyer shall pay the following costs and expenses associated with the Buyer's purchase of the Premises:
   a) The cost to record the deed conveying title to Buyer.
   b) The cost of preparing, executing, and acknowledging any promissory note or any instrument securing any debt of Buyer relating to Buyer's financing or the purchase of the Premises, or other expenses related to requirements of Buyer's lender.
   c) Any transfer fee charged by the county Auditor.
   d) The full cost of any title examination, title insurance commitment, title insurance policy, certificate of title or any other evidence of title required by Buyer or Buyer's lender.
   e) The closing fee charged by the closing/escrow agent or title company for conducting the closing.
   f) Buyer's attorney's fees.
   g) Other: _____.

10) Any other costs not specifically allocated in this Agreement shall be allocated according to the local customs of the county in which the Premises (or a majority thereof) is located.

11) Either party may conduct a tax deferred (1031) exchange in connection with the sale or purchase of the Premises and the parties hereby agree to cooperate with any reasonable request of the other party with regard to any such exchange, and to timely sign and return and any and all documents as may be requested by the other party, their legal counsel or a qualified intermediary. They party conducting the tax deferred exchange shall bear all costs associate with their own tax deferred exchange.

12) All taxes and assessments shall be prorated to date of closing. In prorating taxes and assessments, the most current available tax information shall be used. Any applicable CAUV tax recoupment shall be paid by **buyer if created by buyer**. All utility costs shall be prorated to the date of closing or the date of possession, whichever is later.

13) Buyer may obtain and pay for a new survey of the Premises at Buyer's option. Seller shall provide and pay for a new survey of Premises, if either (i) a new survey is required by a governmental authority to transfer title to Buyer; or (ii) a governmental authority has indicated that a new survey will be required for the next transfer after Seller's transfer to Buyer. If a new survey is obtained and the surveyed acreage is more or less than **any** acres, then the purchase price shall be adjusted by $ **TBD** per acre.

14) The Premises (☐ is / ☑ is not) subject to an agricultural lease for the **2025** crop year. The current lease term ends: **12/31/2024**. Written notice of termination of the lease (☑ has / ☐ has not) been timely provided to the lease tenant.

15) Seller has advised the Buyer that the Premises (☐ is / ☑ is not) currently subject to a USDA Conservation Reserve Program (CRP) contract, or other state or federal contract affecting the continued use or management of the Premises. Buyer acknowledges the existence of the state or federal contract relative to the use or management of the Premises, and by initialing within this box (_____) agrees to accept any future contract payment, and to adhere to the terms of the contract for the remainder of the contract term and to indemnify and save harmless, Seller, from any liability for breach of the contract.

16) Other Terms:

**TERMS AND CONDITIONS TO BE MADE PART OF THE CONTRACT.**

17) In the event that any of the improvements on the Premises should be destroyed or damaged by fire or other casualty before closing, then Buyer shall have the option to either (i) accept the proceeds of any insurance policy payable as a result of such damage or destruction; or (ii) terminate this Agreement and Buyer's earnest money will be returned.

18) Buyer has deposited with Broker the earnest money sum specified above, which shall be returned to Buyer, upon Buyer's request, if this Agreement is not executed/accepted by Seller. Upon execution of this Agreement by both parties, Broker shall deposit the earnest money into Broker's trust account, to be disbursed as follows: (i) to be applied on behalf of Buyer toward the purchase price at closing, or returned to Buyer at or after closing where the closing is otherwise fully funded; or (ii) if Seller fails or refuses to perform, or any contingency is not satisfied or waived, the deposit shall be returned to Buyer; or (iii) if Purchaser fails or refuses to perform, the deposit shall be distributed to Seller. The distribution or receipt of the earnest money as set forth herein shall not in any way limit any claims or defenses of Seller, Buyer, or Broker, relative to breach of contract, damages, specific performance, or any other claim or defense arising under this Agreement. In the event of failure or refusal to perform by Seller or Buyer under (ii) or (iii) in this section, the earnest money will only be distributed by Broker with written authorization signed by Seller and Buyer or by order of a court having jurisdiction over the matters contained in this Agreement.

Seller's written authorization for return of Buyer's earnest money is not be required if Buyer terminates this agreement due to Buyer's termination of this Agreement resulting from Seller's failure to cure title Defects as set forth in Section 7.

19) Buyer's obligations under this Agreement (☐ are / ☑ are not) contingent upon Buyer obtaining approved financing to purchase the Premises from a lender of Buyer's choosing, upon terms acceptable to Buyer in Buyer's sole discretion.

20) The parties to this Agreement acknowledge that they have been provided with and signed an Agency Disclosure Statement in connection with this Agreement.

21) This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, legatees, devisees of the parties. The duties and obligations of the parties under this Agreement shall survive the closing.

22) This Agreement may be executed in counterparts, and any facsimile, email, or electronic duplication of the executed agreement shall be sufficient for any purposes of any party hereto.

23) This Agreement includes the entire agreement and contains all the terms and conditions agreed upon between or among the parties and no outside conditions, representations, warranties, or agreements have been made or relied upon relative to the sale or purchase of the Premises.

24)The parties hereto agree to indemnify and save harmless, Dye Real Estate and Land Company LLC, its agents and employees, from any liability resulting from any false statements or misrepresentations made by the parties relative to the sale and purchase of the Premises under this Agreement.

25)If this Agreement is first signed by one party, submitted as an offer open for acceptance by the other party, then the offer shall lapse and or terminate, if not accepted by the other party on **2/11/2025**, at **11:59** o'clock **P** M. Eastern Standard Time, and any earnest money deposited with an offer that is not accepted, shall be returned.

**Signed and accepted by the undersigned Buyer(s) after having first read and understood the terms of this Agreement.**

| | *Print* | *Sign* | *Date* |
|---|---|---|---|
| BUYER: | **TBD** | | |
| BUYER: | | | |
| ADDRESS: | | | |
| PHONE: | | | |

**Signed and accepted by the undersigned Seller(s) after having first read and understood the terms of this Agreement.**

| | *Print* | *Sign* | *Date* |
|---|---|---|---|
| SELLER: | | | |
| SELLER: | | | |
| ADDRESS: | | | |
| PHONE: | | | |

**Earnest Money Receipt**

I hereby acknowledge receipt of $**10%**, in the form of (☐) cash (☐) cashier's check (☐) personal check # _____ made payable to **DYE REAL ESTATE & LAND COMPANY**, as earnest money, to be administered in accordance with the terms of this Agreement.

| | *Print* | *Sign* | *Date* |
|---|---|---|---|
| AGENT: | | | |
| BROKERAGE: | **DYE REAL ESTATE & LAND COMPANY** | | |
| ADDRESS: | **2045 HEATHER DR, LIMA, OHIO 45804** | | |
| PHONE: | **419-516-4106 (O) 419-303-5891 (D)** | | |

DYE
REAL ESTATE
& LAND COMPANY

# AUCTION NOTES

CHECK OUT A FEW OF OUR

# PRIVATE LISTINGS & UPCOMING AUCTIONS




106 +/- Acres, Auglaize County, Logan Township

February 27, 2025

6:00 pm

VIEW DETAILS




10 Building Lots - Champaign County

VIEW DETAILS




32 +/- Acres, Sandusky County, Scott Township

VIEW DETAILS




62.811 Acres - Union County

VIEW DETAILS




4 Building Lots, Harrod, Ohio - Allen East

VIEW DETAILS

SCAN THE QR CODE FOR MORE INFO

## CURRENT EQUIPMENT INVENTORY

2014 Massey Ferguson Loader Tractor

ASKING PRICE: $29,995




2015 CAT 242D Skid Steer

ASKING PRICE: $39,000




03 INTERNATIONAL 9400 EAGLE #676A

ASKING PRICE: $11,200

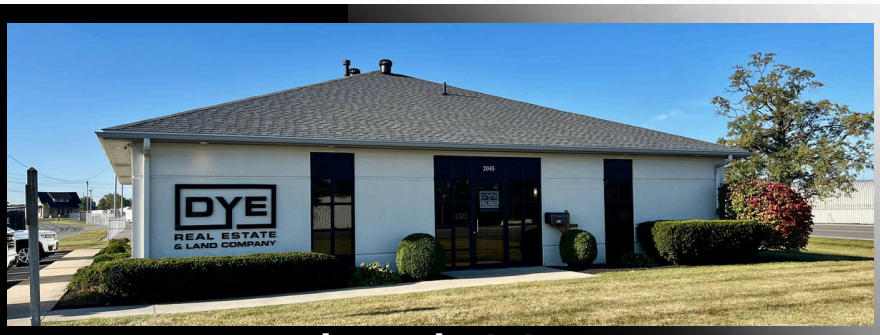



SCAN FOR MORE EQUIPMENT ITEMS

WWW.DYEREALESTATE.COM

# THANK YOU FOR ATTENDING OUR 141 ACRE LAND AUCTION.

## A SPECIAL THANKS TO THE SELLERS FOR ENTRUSTING US WITH THE SALE OF THEIR FARM.




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**DEVIN DYE**
BROKER/OWNER/AUCTIONEER
419-303-5891

**MATT BOWERS**
REALTOR/AUCTIONEER
567-204-7462

**DON COCHRAN**
REALTOR/AUCTION MANAGER
419-934-0651


"LICENSED & BONDED IN FAVOR OF THE STATE OF OHIO"

DYE REAL ESTATE & LAND COMPANY