

Mefferd Family Auction

36+/- Acres
Section 3, Dublin Township
Mercer County, OH

Bidder's Information Booklet

Wednesday, June 17, 2020

6:00 p.m.

Auction being held at:
Rockford Community Building
402 Holly St., Rockford, OH



www.BeeGeeRealty.com
122 N. Washington St.
Van Wert, Ohio 45891
419-238-5555

Auctioneers: Bob Gamble, CAI, CES, Broker;
Dale Butler, Broker; Rob Gamble, Broker;
DD Strickler, Sales Agent &
Andy Schwieterman, Sales Agent

Member of State & National Auctioneers Associations.
All statements day of sale take precedence over matter printed herein.

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& Andy Schwieterman, Sales Agent**

Introduction/Agency Disclosure/Terms

Welcome to our auction being conducted for the Mefferd Family Farms

Today is your opportunity to invest in agricultural land in a prime location. You will normally see a tract of land sell **ONLY ONCE DURING YOUR LIFETIME**- so take advantage of this opportunity.

The auctioneers of Bee Gee Realty & Auction Co., LTD represent sellers only at auctions. As a buyer you will be required to sign and Agency Disclosure Form acknowledging this.

1. Bidding will be done on a “per acre basis.”
2. Buyer must close by July 31, 2020.
3. Possession will be given upon closing.
4. Buyer will receive the cash rent for the 2020 crop year.

TERMS

1. 10% down day of Auction.
2. Any and all statements day of auction will take precedence over any printed material or verbal statements made prior to auction.
3. The auctioneer has final say in any disputed bids or other auction related questions.
4. The buyer will be required to sign a Purchase Contract, Agency Disclosure Form and Broker's Company Policy on Agency, Addendum A and Addendum B.
5. The earnest money deposit is non-refundable.
6. Seller and tenant farmer has rights to any government payments due and payable for the 2020 crop year and any previous years.
7. Real estate taxes are pro-rated to day of closing.
8. If you are a “Cash” buyer you must hire an attorney to handle your closing and record documents.



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Farm Service Agency and Real Estate Tax Information

Real Estate Taxes: Real estate taxes are estimated to be \$950.00 annually by the Mercer County Auditor. Real estate taxes will be prorated to day of closing.

Assessments: Current assessments are \$12.58. Assessments will be pro-rated to day of closing.

Buyers are requested to go to FSA office as soon as possible with your deed so the records can be updated. This information is based on current FSA records and is not warranted or guaranteed.



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1 field, 42 acres in Mercer County, OH

AVG ACREVALUE

\$6,804

COUNTY AVG

\$7,001

AVG NCCPI

52.3

COUNTY AVG

58.3




ECONOMIC ATTRIBUTES

Mercer County is a moderate tax county.
This land is in a high livestock demand area.
Expected Corn Basis: \$0.09

PHYSICAL ATTRIBUTES

Annual Precipitation: 37.66 inches
Annual GDD: 3106

FIELD	ACRES	SLOPE	2019 CROPS	AVG NCCPI	AVG ACREVALUE (\$/AC)
	42.06	2.00%	31% Fallow, 26% Grass/Pasture, 20% Soybeans, 8% Non-Cropland, 6% Corn, 5% Alfalfa, 3% Other	52.3	\$6,804

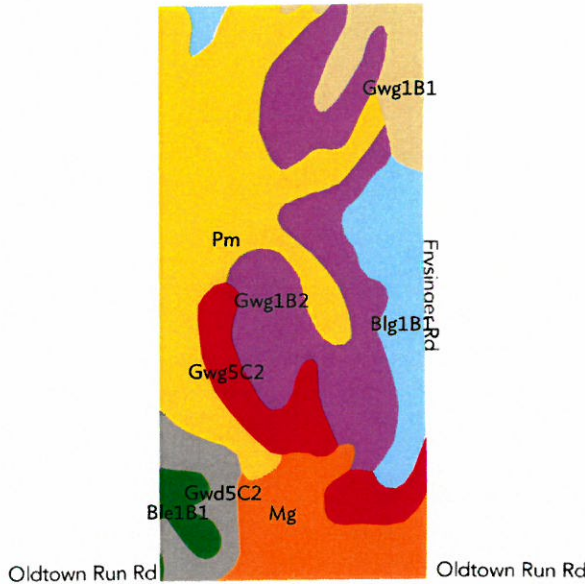
1 field, 42 acres in Mercer County, OH

AVG NCCPI

COUNTY AVG

52.3

58.3



© Mapbox, © OpenStreetMap

QUALITY 45 78

Source: NRCS Soil Survey

All fields

42 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI	
Pm	Pewamo silty clay loam, 0 to 1 percent slopes	12.88	30.6%	2	75.6	
Gwg1B2	Glynwood silt loam, ground moraine, 2 to 6 percent slopes, eroded	10.36	24.6%	2	29.9	
Mg	Millgrove silty clay loam	4.71	11.2%	2	69.7	
Blg1B1	Blount silt loam, ground moraine, 2 to 4 percent slopes	4.45	10.6%	2	50.8	
Gwg5C2	Glynwood clay loam, ground moraine, 6 to 12 percent slopes, eroded	3.82	9.1%	3	29.4	
Gwg1B1	Glynwood silt loam, ground moraine, 2 to 6 percent slopes	2.75	6.5%	2	50.0	
Gwd5C2	Glynwood clay loam, 6 to 12 percent slopes, eroded	2.11	5.0%	4	29.4	
Ble1B1	Blount silt loam, end moraine, 2 to 4 percent slopes	0.99	2.4%	2	50.7	
					42.06	52.3

1 field, 42 acres in Mercer County, OH



All fields

42 ac




2019 2018 2017 2016 2015

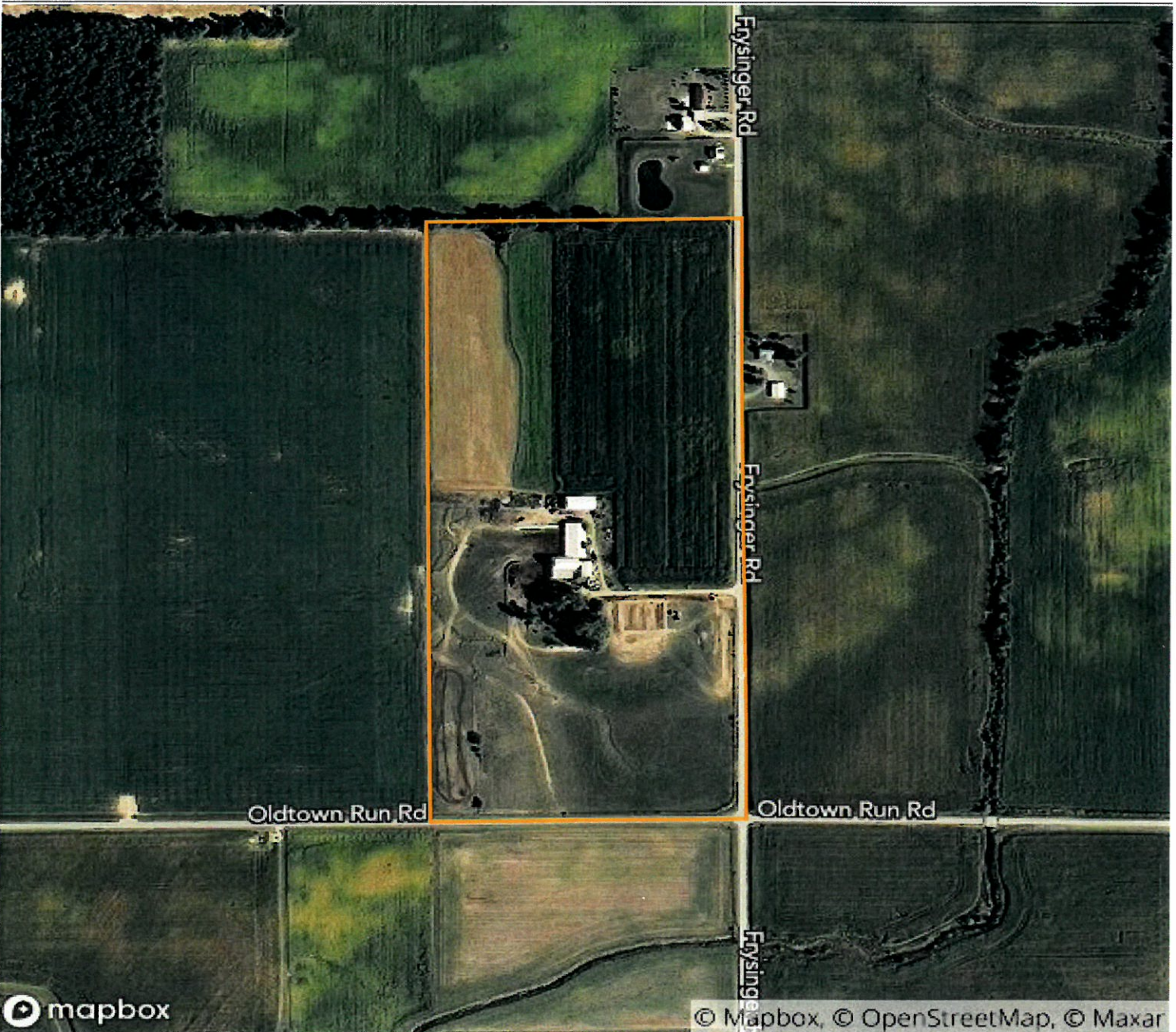
■ Soybeans	19.7%	53.4%	38.2%	51.6%	43.8%
■ Grass/Pasture	26.2%	24.3%	27.3%	25.4%	25.5%
■ Fallow	31.0%	-	-	-	-
■ Non-Cropland	8.2%	11.5%	11.5%	12.1%	12.1%
■ Corn	6.5%	3.9%	10.3%	4.0%	17.5%
■ Alfalfa	5.3%	3.2%	7.4%	6.3%	-
■ Other	3.2%	3.7%	5.3%	0.5%	1.1%

Source: NASS Cropland Data Layer

1 field, 42 acres in Mercer County, OH

Mercer County, OH

FIELD	ACRES	LOCATION	OWNER (LAST UPDATED)
	42.06	APN: 070049000000	MEFFERD, MICHAEL D & REBECCA V (11/07/2019)





United States
Department of
Agriculture

Mercer County, Ohio



Tract Cropland Total: 35.46 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data as is and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Farm 6556

Tract 8249

2019 Program Year

Map Created October 23, 2018

Mercer County
Farm Service Agency
220 W Livingston St - Suite 2
Celina, OH 45822
419-586-3149 (p)
855-832-5975 (t)

Common Land Unit

- Non-Cropland
- Cropland
- CRP
- Tract Boundary

Wetland Determination

- Identifiers
- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

All of the following are true unless otherwise indicated:

- All Crops=NI
- All Crops=GR
- Corn=YEL
- Soybeans=COM
- Wheat=SRW



OHIO
MERCER



United States Department of Agriculture
Farm Service Agency

FARM : 6556

Prepared : Oct 4, 2019

Crop Year : 2020

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : MEFFERD DAIRY
 Farms Associated with Operator : 39-107-6556
 CRP Contract Number(s) : None
 Recon ID : 39-107-2013-11
 ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
40.49	35.46	35.46	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	35.46	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None
ARC Individual - Default	ARC County - Default	Price Loss Coverage - Default
None	CORN	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	19.30	0.00	103	
TOTAL	19.30	0.00		

NOTES

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Tract Number : 8249
 Description : Dublin Twp - Sec 3- Oldtown Run Rd
 FSA Physical Location : OHIO/MERCER
 ANSI Physical Location : OHIO/MERCER
 BIA Unit Range Number :
 HEL Status : HEL field on tract.Conservation system being actively applied
 Wetland Status : Wetland determinations not complete
 WL Violations : None
 Owners : REBECCA V MEFFERD
 Other Producers : MICHAEL D MEFFERD ESTATE
 Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
40.49	35.46	35.46	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	35.46	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield

OHIO
MERCER
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 6556
Prepared : Oct 4, 2019
Crop Year : 2020

Abbreviated 156 Farm Record

Tract 8249 Continued ...

Com	19.30	0.00	103
TOTAL	19.30	0.00	

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



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: Part of Section 3, Dublin Township, Mercer County, OH

Buyer(s): _____

Seller(s): Robert Mefford & Michael Mefford

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 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) Robert D. Gamble, Sr. and real estate brokerage Bee Gee Realty & Auction Co., Ltd. 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



CONSUMER GUIDE – cont'd

any contract. They will not, however, disclose any confidential information that would 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 ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties Bee Gee Realty and Auction Co., Ltd. has listed. In that instance Bee Gee Realty and Auction Co., Ltd. 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

When Bee Gee Realty and Auction Co., Ltd. lists property for sale it also cooperates with, and offers compensation to other brokerages that represent buyers. Bee Gee Realty and Auction Co., Ltd. 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 Bee Gee Realty and Auction Co., Ltd. shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and Bee Gee Realty and Auction Co., Ltd. will be representing your interests.

CONSUMER GUIDE – cont'd

When acting as a buyer's agent, Bee Gee Realty and Auction Co., Ltd. also accept 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. (Effective: 9/29/11)



Consumer Guide

To Agency Relationships



We are pleased you have selected Bee Gee Realty and Auction Co., Ltd. to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Bee Gee Realty and Auction Co., Ltd. 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.

Consumer Guide To Agency Relationships

We hope you found 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. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (please print)

Signature date

Name (please print)

Signature date

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 offer "sub-agency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Both the Buyer & 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.

Working With

Bee Gee Realty and Auction Co., Ltd.

Bee Gee Realty and Auction Co., Ltd. does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but Bee Gee Realty and Auction Co., Ltd. and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Bee Gee Realty and Auction Co., Ltd. will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information. In the event that both the buyer and seller are represented by the same agent, that agent and Bee Gee Realty and Auction Co., Ltd. will act as dual agents but only if both parties agree. As dual agent they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of

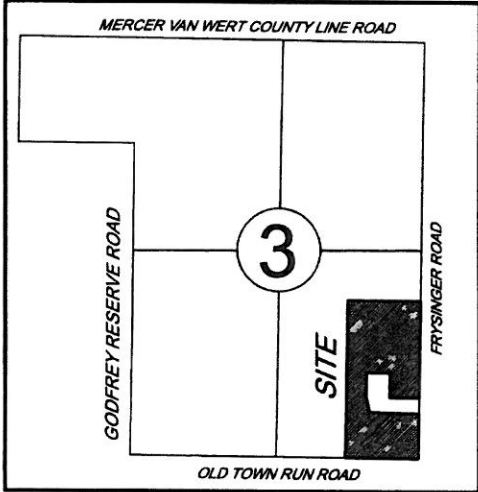
Representing Buyers

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, disclose material facts to the buyer, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction.

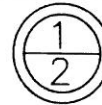
Dual Agency

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

VICINITY MAP



PLAT OF SURVEY
FOR
MEFFERD
SITUATED IN:
SOUTHEAST QUARTER OF
SECTION 3,
TOWNSHIP 4 SOUTH,
RANGE 2 EAST,
DUBLIN TOWNSHIP,
MERCER COUNTY, OHIO



NORTH AND BEARING SYSTEM
BASED ON THE MERCER
COUNTY LOCAL DATUM.



NE. COR. SE. 1/4
SECTION 3

A. T. & C. M. STROBEL
INST. # 20180000053
73.002 AC.

A. L. & E. D. SHAFFER
INST. # 201700002296
2 AC.

M. D. & R. F. MEFFERD
INST. # 201900005974
41.937 AC.

35.774 ACRES
1.202 AC. IN R/W

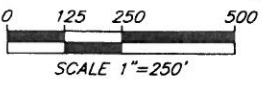
NOTES:
FOUND MONUMENTATION IN GOOD CONDITION
UNLESS OTHERWISE NOTED.
DATA SOURCES INCLUDE DOCUMENTS CITED AND THE FOLLOWING:
SURVEYS BY GEESLIN #5372, DATED: OCT. 8, 1992.
THOMPSON #6379, DATED: JUNE 1988
THOMPSON #7236, DATED 4-12-99
FREMOUTH #6981, DATED MAY 23, 1994
MARBROUGH #7421, DATED 1-18-10
A TITLE SEARCH IS RECOMMENDED TO DETERMINE
EASEMENTS, RESTRICTIONS, AND/OR OTHER ENCUMBRANCES
AFFECTING THE PROPERTY SHOWN HEREIN.
EVIDENCE OF OCCUPATION NOTED.

THIS PLAT IS BASED ON AN ACTUAL FIELD SURVEY.

[Signature]
MICHAEL L. HOWBERT
REGISTERED PROFESSIONAL
SURVEYOR NO. 7959 IN OHIO
FEBRUARY 20, 2020



- LEGEND:
- WOOD CORNER POST FOUND
 - △ CORNER STONE FOUND
 - ▲ SPIKE FOUND
 - SURVEY NAIL FOUND
 - 5/8" IRON PIN FOUND
 - MAG NAIL SET
 - 5/8" IRON PIN W/ CAP SET



SW CORNER
SECTION 3
3648.07'

OLD TOWN RUN ROAD

FRYSINGER ROAD

APPROVALS		
ZONING INSPECTOR DATE:	BOARD OF HEALTH DATE:	COUNTY ENGINEER DATE:

HOWBERT SURVEYING LLC
8477 MERRICK ROAD
FORT JENNINGS, OHIO 45944
419-863-0287

DATE: 2/12/20
CLIENT: R. MEFFERD
JOB #: 21-02-20

REV:
SCALE: 1" = 250'
CHK:

Agreement to Purchase Real Estate

To: Robert Mefferd & Michael Mefferd, Owner, Date June 17th, 2020
 I/We hereby offer to purchase for the sum of \$ _____ in accordance with paragraph 1
 below, the real estate in Mercer County, Ohio, commonly known as
 tract(s) 1

Being 36 acres (more or less), and further described as being in Section (s) 3 of Dublin
 Township(s). This Agreement to Purchase is made subject to the following terms and conditions:

1. PURCHASE PRICE. The entire purchase price stated _____ shall be paid in cash with
 \$ 10% of purchase price earnest money and the balance of \$ _____ at closing.

The price (shall, shall not) be adjusted pro-rata at closing to reflect the results for the new survey as
 compared to the estimated acreage referred to above.

2. TAXES AND ASSESSMENTS. If the tax rate is not finalized, the last rate and value shall be used in
 this computation. Buyer shall assume any ditch or other assessments due after closing. Taxes to be pro-
 rated to date of closing. Any CAUV Recoupment or other government recoupment (ie. Farm Service
 Agency Payments) shall be Purchaser's responsibility.

3. SURVEY.

- Seller shall furnish at Seller's expense an up-to-date survey, identifying location of corners.
- Seller shall furnish a survey only if needed to provide marketable title.
- Seller shall furnish a survey if the property sells in tract and there is not an existing legal description.
- Buyer accepts title to real estate without a current survey.

4. TITLE. Seller shall furnish at Seller's expense (check appropriate box):

- A Warranty Deed. or A _____ Deed
- An Attorney Certificate of Title to the new buyer disclosing in Seller marketable title to
 the real estate as of the date of closing. Buyer shall have a reasonable time before closing
 to have the same examined, and Seller shall have 180 days to correct any title defects.
- A policy of Owner's Title Insurance for the amount of the purchase price, insuring in
 Buyer marketable title to the real estate as of the closing date.
- Seller shall elect to provide either abstract or title insurance per above.

5. CLOSING. The closing shall be on or before July 31, 2020, or as
 mutually agreed upon by Buyer and Seller. Upon payment of the Purchase Price, Seller shall deliver a
 properly executed Warranty Deed, conveying the real estate, improvements, and fixtures
 in substantially their present condition, usual wear and tear excepted, and if Seller is unable to do so,
 Buyer shall have the option to revoke this Agreement and have the Earnest Money returned, without
 delay. Seller assumes risk of loss and damage until closing. Issues of marketability shall be resolved by
 reference to the Standards of marketability as adopted by the Mercer County, Ohio Bar
 Association. Closing may be extended at option of seller for survey purposes.

5a. Buyer will hire an attorney or title company to conduct the closing

6. POSSESSION. Shall be delivered Upon Closing. Landlord's Possession.

Insurance shall be cancelled as of closing date. Seller shall pay all charges for utility services furnished
 the real estate until the date possession is delivered.

7. IMPROVEMENTS AND FIXTURES. This agreement to purchase includes all improvements and
 permanent fixtures used in connection with said real estate, including, but not necessarily limited to, the
 following: all electrical, gas, central heating, central air conditioning, and plumbing fixtures, including
 water softener (except rental units), built-in appliances, drapery hardware, attached carpeting, radio, or
 television antennae, garage door openers, and N/A

_____ if any, now in or on the property, the costs of which shall be fully
 paid and shall be free of liens. Propane tanks and gas are not included.

8. WARRANTIES. Buyer acknowledges that an inspection was made of the real estate and personal
 property, if any, or the Buyer is familiar therewith to the extent desired, and with respect to this Contract,
 is satisfied in all respects with the condition of the real estate and

Seller(s) Initials _____ Buyer(s) Initials _____

personal property, if any, and with the availability of all necessary utilities and access. Buyer understands that Seller makes no representations as to the condition, quality or serviceability of the real estate and personal property, if any, for any particular purpose. Buyer understands that by entering into this contract buyer is agreeing to accept the real estate and personal property, if any, in an "AS IS" condition. Buyer is purchasing the property subject to any recorded easement, leases, covenants, and restrictions of record if any.

9. BINDING AGREEMENT. All the terms and conditions are as stated herein, there being no verbal agreements. If this Agreement is accepted by the Seller, it shall be an Agreement binding and inuring to the benefit of Buyer and Seller, Their Heirs, Successors and Assigns.

10. EARNEST MONEY. The Buyer deposits as earnest money the sum of \$ _____ which is to apply toward the purchase price and be held in escrow by Seller's agent until closing. If Seller does not accept in writing on or before 11:59 PM June 18, 2020, the earnest money shall be forfeited to Buyer as liquidated damages.

11. OTHER TERMS OR CONDITIONS. Buyer will receive cash rent for the 2020 crop.

12. FORMS ATTACHED. Agency Disclosure Addendum A Addendum B
 Other Consumer Guide To Agency Relationships

This Agreement is solely between Buyer and Seller. The Auctioneer(s)/Broker(s) and Sales Agent(s) shall not be liable for any existing or arising defects or deficiencies in the real estate, improvement, or equipment thereon. Bee Gee Realty & Auction Co., Ltd., Robert D. Gamble, Sr.

_____ and its Agents are exclusively the Agent for the Seller.

13. CONTINGENCIES. There are no contingencies regarding this agreement to purchase real estate.

Buyer:

Buyer:

Address:

Phone:

Earnest money deposit of \$

received. Date

, 20

Deed to:

New Mortgage:

Buyer's Attorney:

14. ACCEPTANCE BY SELLER: The undersigned Seller of the property described in above Agreement, hereby accepts said offer and agrees to abide by the terms and conditions thereof _____ and also agrees to pay a commission per listing contract which sum shall be deducted from the first payment to us. We also authorize our said agent to hold all money deposits in escrow until final closing of this transaction.

Dated this _____ day of _____, 20

Seller:

Seller:

Address:

Phone:

Agent: Robert D. Gamble, Sr. - 419-238-5555

Addendum A

Terms and Conditions Of The **Robert Mefferd & Michael Mefferd Real Estate Auction**
 Purchase Contract Date **June 17** , 20**20**

1. An Earnest Money Deposit of 10%
 Is required on Tract #1 from the successful bidder on the day of the auction. The Purchase Agreement is not subject to Purchaser obtaining financing approval or any other contingency. The earnest money deposit is non-refundable upon acceptance of the contract by the seller. If seller is unable to deliver a properly executed deed at closing, Buyer shall have the option to revoke this agreement and have the earnest money returned without delay
2. All successful bidders will be required to enter into a Purchase Contract at the Auction site and immediately following the auction. Real Estate is selling subject to Sellers confirmation.
3. If any dispute arises between or among bidders, the decision of the Auctioneer shall be final and absolute.
4. Seller shall provide to Purchaser an Attorney's Title Opinion and marketable title at the closing. Seller shall have up to 180 days if necessary to correct title defects if any should arise.
5. It is the Purchasers responsibility to inspect the property and be satisfied as to its condition and inquire of public officials as to the applicability of an compliance with land use laws, zoning and any other local, state or federal laws and regulations prior to bidding.
6. The closing shall be on or before **July 31st** , 20**20**
 Seller to pay conveyance fee, deed preparation fee and real estate taxes and assessments prorated to the day of closing. Proceeds paid by Purchaser at closing shall be in cash or United States Bank Certified funds.
7. Purchaser is buying the property "as is" in its present physical condition without reservation at time of final settlement. Any inspections desired by Purchaser must be completed prior to the auction. Seller will make NO improvements or repairs.
8. Property is being sold subject to any recorded easements, leases, covenants and restrictions of record, if any. This applies to but is not limited to any oil or gas or wind farm leases.
9. Farm Service Agency rules and regulations apply to any programs affecting the Property being sold.
 Note: if the purchaser makes any changes to Farm Service Agency programs that result in any payback or recoupment, the costs will accrue to the Purchaser regardless of the intent of the rules and regulations.
10. Possession of the land will be given after closing and upon closing. Landlord's possession Possession of any improvements will be given immediately after closing. Possession of land
 Will or will not be given prior to closing and after harvest of the current year's crop with a total earnest money deposit equal to 20% of the purchase price.
11. All measurements and acreages are approximate.
12. All bidders at this auction agree they have read and fully understand these terms and conditions described in Addendum A and agree to be bound thereby.

 Purchaser

 Date

 Purchaser

 Date

Addendum B Auctioneer's Disclaimer

Addendum to Purchase Contract Dated: June 17, 2020

Prospective purchasers of the auction property are responsible for conducting their own due diligence prior to bidding at the auction sale as they deem necessary and appropriate.

All information contained in the Bidder's Packet and other advertising and promotional material is taken from normally reliable sources and believed to be accurate. This information is being provided without any warranty or representation, express or implied, as to its content, suitability accuracy, truthfulness or completeness and cannot be guaranteed.

The Purchaser or Purchasers acknowledge and agree that the property is being "sold as is in its present physical condition without reservation at time of closing." The seller shall have no obligation for repairs or replacements noted in any inspection made for or by the purchaser. Purchaser shall rely entirely on their own inspection and judgment as to the condition of the property.

Purchasers and Seller acknowledge and agree that the Auctioneers/Brokers/Agents/Company involved in this sale represent the seller only and not the buyer.

No environmental studies or tests have been done. No representations about any environmental issues have been made, including but not limited to water or soil quality, soil stabilization, hazardous materials, toxins or sewage disposal regulations.

Auctioneer has the right to sell this property in any form or manner that is legal and ethical to produce the highest price for the seller.

Announcements on day of auction will take precedence over any printed materials or previously made oral statements.

Purchaser(s) and Seller(s) Acknowledges receipt of a copy of the Auctioneer's Disclaimer

June 17, 2020

Purchaser date

Seller date

Purchaser date

Seller date