



PURCHASE AGREEMENT

Farm and Ranch

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: This form is used by a buyer's agent, or a seller's agent as the counteroffer, when a buyer will purchase a farm or ranch property, to prepare an offer to purchase the property.

DATE: _____, 20_____, at _____, California.
Items left blank or unchecked are not applicable.

FACTS:

- 1. Received from _____, as the Buyer(s),
 - 1.1 the sum of \$_____, evidenced by personal check, or _____, payable to _____, for deposit only on acceptance of this offer.
 - 1.2 Deposit to be applied toward Buyer's obligations under this agreement to purchase property.
 - 1.3 The interest acquired will be fee simple, unless leasehold or _____.
 - 1.4 This agreement is comprised of this five-page form and _____ pages of addenda/attachments.

PROPERTY:

- 2. The land, appurtenances, improvements, accessories and crops are collectively referred to as the "Property."
 - 2.1 The property's assessor parcel number(s) is _____, situated in the city of _____, County of _____, California,
 - 2.2 referred to as _____ together with all related rights, privileges and appurtenances, including but not limited to: water rights, claims permits, easements, and cooperative or association memberships.
 - 2.3 property description (type of crop(s), total square ft. planted, etc.) _____
 - a. See Paragraph 20 for additional descriptions, or attached Farm Addendum. [See **RPI** Form 158-4]
 - 2.4 Zoning: _____

ESCROW:

- 3. This transaction to be escrowed with _____ Parties to deliver instructions to escrow within five, or _____, days after acceptance.
 - 3.1 Escrow holder is authorized and instructed to act on the provisions of this agreement as the mutual escrow instructions of the parties and to draft any additional instructions necessary to close this transaction. [See **RPI** Form 401]
 - 3.2 Escrow to be handed all instruments needed to close escrow on or before _____, 20_____, or within _____ days after acceptance. Parties to hand Escrow all documents required by the title insurer, lenders or other third parties to this transaction prior to seven days before the date scheduled for closing.

TERMS: Buyer to pay the purchase price as follows:

- 4. Cash payment through escrow, including deposits, in the amount of.....\$_____
 - 4.1 Other consideration paid through escrow\$_____
- 5. Buyer to obtain a first, or second, trust deed loan in the amount of.....\$_____ payable approximately \$_____ monthly for a period of _____ years. Interest on closing not to exceed _____%, ARM. Loan points not to exceed _____
- 6. Other new or existing financing in the amount of.....\$_____
 - 6.1 Terms _____
- 7. Take title subject to, or Assume, an existing first trust deed note held by _____ with an unpaid principal balance of.....\$_____ payable \$_____ monthly, including interest not exceeding _____%, ARM.
 - 7.1 At closing, loan balance differences per beneficiary statement(s) to be adjusted into: cash, carryback note, sales price.
- 8. Take title subject to, or Assume, an existing second trust deed note held by _____ with an unpaid principal balance of.....\$_____ payable \$_____ monthly, including interest not exceeding _____%, ARM, due _____, 20_____.
- 9. Assume an improvement bond lien with an unpaid principal balance of.....\$_____

- 10. Assume a solar bond lien with an unpaid principal balance of \$ _____
- 11. Note for the balance of the purchase price in the amount of.....\$ _____
to be executed by Buyer in favor of Seller on the terms attached. [See RPI Form 158-3]
- 12. **Total purchase price is** \$ _____

12.1 Purchase price is formulated and to be adjusted at closing based on:

\$ _____ per square foot of real estate conveyed.

\$ _____ per acre foot of real estate conveyed.

13. IMPROVEMENTS AND ACCESSORIES:

13.1 The following items, if any exist, are included in the purchase price unless otherwise excluded:

a. Farm and Ranch Improvements: windmills, tanks, barns, pens, fences, gates, garages, sheds, outbuildings, corrals, and: _____

i. See Paragraph 20 for additional improvements, or attached Addendum. [See RPI Form 158-4]

b. Farm and Ranch Accessories: portable buildings, hunting blinds, game feeders, livestock feeders and troughs, irrigation equipment, fuel tanks, submersible pumps, pressure tanks, corrals, gates, chutes, and: _____

i. See Paragraph 20 for additional accessories, or attached Farm Addendum. [See RPI Form 158-4]

c. Livestock: _____

i. See Paragraph 20 for additional livestock, or attached Farm Addendum. [See RPI Form 158-4]

d. Residential units: Number of residential units on the property: _____. [See RPI Form 158-1]

13.2 **CROPS:** Seller has, does not have, the right to harvest all growing crops until delivery of possession of the Property.

a. **CROP PRODUCTION RECORDS:** On acceptance, Seller to hand Buyer the crop production records for Buyer's review within _____ days of receipt. Buyer may terminate the agreement during the review period based on a reasonable disapproval of the information received.

13.3 **EXCLUSIONS:** The following improvements, accessories, and crops will be retained by Seller and excluded from sale: _____

a. See Paragraph 20 for additional exclusions, or attached Farm Addendum. [See RPI Form 158-4]

13.4 **RESERVATIONS:** Seller reserves the following mineral, water, royalty, timber, or other interests: _____

a. See Paragraph 20 for additional reservations, or attached Farm Addendum. [See RPI Form 158-4]

13.5 **PERSONAL PROPERTY:** See attached Personal Property Inventory. [See RPI Form 256]

14. ACCEPTANCE AND PERFORMANCE:

14.1 This offer to be deemed revoked unless accepted in writing on presentation, or within _____ days after date, and acceptance is personally delivered or faxed to Offeror or Offeror's Broker within this period.

14.2 On acceptance, Seller to furnish Environmental Conditions Statement to Buyer within five business days, or _____. [See RPI Form 158-2]

14.3 After acceptance, Broker(s) are authorized to extend any performance date up to one month.

14.4 On the inability of Buyer to obtain or assume financing as agreed by the date scheduled for closing, Buyer may terminate the agreement.

14.5 Verification of downpayment and closing costs to be provided to Seller, and Buyer to apply for a loan, within five business days of acceptance, or _____.

14.6 Buyer's close of escrow is conditioned on Buyer's prior or concurrent closing on a sale of other property, commonly referred to as _____.

14.7 The exact size and boundaries of the real estate conveyed to be established and handed to escrow by a licensed surveyor employed by Seller, or Buyer.

14.8 Surveys, engineering, maps and plans prepared for the use of property and available to Seller to be handed to Buyer within _____ days of acceptance.

- 14.9 Any termination of the agreement shall be by written Notice of Cancellation timely delivered to the other party, the other party's Broker or escrow, with instructions to escrow to return all instruments and funds to the parties depositing them. [See **RPI** Form 183]
- 14.10 Both parties reserve their rights to assign and agree to cooperate in effecting an Internal Revenue Code §1031 exchange prior to close of escrow on either party's written notice. [See **RPI** Forms 171 or 172-2]
- 14.11 Before any party to this agreement files an action on a dispute arising out of this agreement which remains unresolved after 30 days of informal negotiations, the parties agree to enter into non-binding mediation administered by a neutral dispute resolution organization and undertake a good faith effort during mediation to settle the dispute.
- 14.12 Should Buyer breach the agreement, Buyer's monetary liability to Seller is limited to \$ _____, or the deposit received in Section 1.

15. PROPERTY CONDITIONS:

- 15.1 Seller to furnish prior to closing:
 - a. a certificate of occupancy, or other clearance or retrofitting, required by local ordinance for the transfer of possession or title.
 - b. a certification by a licensed contractor stating the septic tank(s) has been pumped and the sewage disposal system(s) is functioning properly.
 - c. Energy Audit Report stating the rating for the property's improvements is no greater than _____.
 - d. _____
- 15.2 Buyer to inspect the property twice:
 - a. An **initial property inspection** is required on acceptance to confirm the property's condition is substantially the same as observed by Buyer and represented by Seller or Seller's Agents prior to acceptance, and if not substantially the same, Buyer to promptly notify Seller in writing of undisclosed material defects discovered. [See **RPI** Form 269] Seller to repair, replace or correct noticed defects prior to closing; and
 - b. A **final walk-through inspection** is required within five days before closing to confirm the correction of any noticed defects. [See **RPI** Form 270]
- 15.3 The property is located in: an industrial use area, a military ordnance area, a rent control area, airport, farmland, San Francisco Bay or mining operation area, see attached Notice Addendum [See **RPI** Form 308] or _____
- 15.4 On acceptance, Seller to hand Buyer the following property operating information:
 - a. Property Expense Report for Buyer's review within ten days of receipt; Buyer may terminate the agreement during the review period based on a reasonable disapproval of the information received.
 - b. See attached Leasing and Operating Addendum for additional conditions. [See **RPI** Form 275]
- 15.5 Surface Leases: Prior to the execution of the contract, Seller to provide Buyer with copies of written leases and give notice of oral leases (Leases) listed below or on the attached exhibit.
 - a. The following Leases will be exceptions listed in the Title Policy issued to Buyer: _____
- 15.6 A solar equipment lease lien exists on the property for the solar equipment located on the property payable \$ _____ monthly, expiring _____, 20_____.
 - a. On acceptance, Seller to hand Buyer all documentation concerning the solar bond lien on the property and solar equipment lease. Within ten days after receipt, Buyer may terminate the agreement based on Buyer's reasonable disapproval of the documents. [See **RPI** Form 183]
 - b. Solar equipment lease to be assumed by Buyer and pro rated to close of escrow.
- 15.7 Possession of the property and keys/access codes to be delivered: on close of escrow, or as stated in the attached Occupancy Agreement.
- 15.8 Seller to maintain the property in good condition until possession is delivered.

16. CLOSING CONDITIONS:

- 16.1 Escrow instructions, prepared and signed by the parties, are attached to be handed to escrow on acceptance. [See **RPI** Form 401]
- 16.2 Each party to pay its customary escrow charges, or _____. [See **RPI** Form 401]
- 16.3 Buyer's title to be subject to covenants, conditions, restrictions, reservations and easements of record.
- 16.4 Title to be vested in Buyer or Assignee free of encumbrances other than those set forth herein. Buyer's interest in title to be insured under a policy issued by _____ title company on a(n)

Homeowner(s) policy (one-to-four units), Residential ALTA-R policy (vacant or improved residential parcel), Owner's policy (other than one-to-four units), CLTA Joint Protection policy (also naming Carryback Seller or purchase-assist lender), or Binder (to insure resale or refinance within two years).

- a. American Land Title Association (ALTA) survey of the property to be obtained by Buyer from a licensed surveyor employed by Buyer within _____ days after acceptance.
- b. Endorsements _____
- c. seller, or Buyer, to pay the title insurance premium.

- 16.5 A UCC-11 Information Request Form is to be ordered from the Secretary of State and approved by Buyer prior to close of escrow. [See §10.4 for UCC-1 filing; See **RPI** Form 436-3]
- 16.6 Buyer to furnish a new fire and/or liability insurance policy covering the property.
- 16.7 Taxes, assessments, insurance premiums, rents, interest and other expenses to be pro rated to close of escrow, unless otherwise provided.
- 16.8 Bill of Sale to be executed for any personal property being transferred. [See §10.4 for UCC-1 filing; See **RPI** Form 436-3]
- 16.9 If Seller is unable to convey marketable title as agreed, or if the improvements on the property are materially damaged prior to closing, Buyer may terminate the agreement. Seller to pay all reasonable escrow cancellation charges. [See **RPI** Form 183]
- 16.10 Should escrow fail to close for any reason, all engineering plans, permits or other items specifically mentioned in this agreement and obtained by Buyer to be transferred to Seller by Buyer, at no expense to Seller.

17. NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL:

California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector.

If you have any questions concerning this matter, please call your local Tax Collector's Office.

18. NOTICE REGARDING GAS AND HAZARDOUS LIQUID PIPELINES:

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

19. BROKERAGE FEE:

- 19.1 Parties to pay the below mentioned Broker(s) a fee now due of \$ _____, or _____% of the purchase price as follows:
 - a. Seller to pay the brokerage fee on the change of ownership.
 - b. The party wrongfully preventing this change of ownership to pay the brokerage fee.
- 19.2 Buyer's Broker and Seller's Broker, respectively, to share the brokerage fee _____ : _____ or as specified in the attached Fee Sharing Agreement. [See **RPI** Form 105]
- 19.3 Attached is the Agency Law Disclosure. [See **RPI** Form 305]
- 19.4 Broker is authorized to report the sale, its price and terms for dissemination and use of participants in brokerage trade associations or listing services.

20. OTHER TERMS:

- 20.1 See attached Purchase Agreement Addendum. [See **RPI** Form 150-4]

21. ADDITIONAL EXPLANATIONS AND DESCRIPTIONS:

Seller's Broker: _____

Broker's DRE #: _____

is the broker for: Seller
 both Buyer and Seller (dual agent)

Seller's Agent: _____

Agent's DRE #: _____

is Seller's agent (salesperson or broker-associate)
 both Buyer's and Seller's agent (dual agent)

Signature: _____

Address: _____

Phone: _____ Cell: _____

Email: _____

Buyer's Broker: _____

Broker's DRE #: _____

is the broker for: Buyer
 both Buyer and Seller (dual agent)

Buyer's Agent: _____

Agent's DRE #: _____

is Buyer's agent (salesperson or broker-associate)
 both Buyer's and Seller's agent (dual agent)

Signature: _____

Address: _____

Phone: _____ Cell: _____

Email: _____

I agree to the terms stated above.

See Signature Page Addendum. [RPI Form 251]

Date: _____, 20____

Buyer: _____

Signature: _____

Buyer: _____

Signature: _____

I agree to the terms stated above.

See Signature Page Addendum. [RPI Form 251]

Date: _____, 20____

Seller: _____

Signature: _____

Seller: _____

Signature: _____

REJECTION OF OFFER

Undersigned hereby rejects this offer in its entirety. No counteroffer will be forthcoming.

Date: _____, 20____

Name: _____

Signature: _____

Name: _____

Signature: _____