

FARM PURCHASE AGREEMENT

This Farm and Agricultural Land Purchase Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [BUYER NAME], a Individual with an address of [BUYER S ADDRESS] ("Buyer"), and [SELLER NAME], a Individual with an address of [SELLER S ADDRESS] ("Seller").

1. Farm Property

Seller agrees to sell, and Buyer agrees to purchase, the following agricultural real property (the "Farm" or "Property"):

- **Address / location:** [PROPERTY ADDRESS]
- **Legal description and APN:** [LEGAL DESCRIPTION AND APN PARCEL NUMBER]
- **Total acreage:** [TOTAL ACREAGE] acres
- **Tillable / cropland acres:** [TILLABLE CROPLAND ACRES] acres

The sale includes all improvements (residences, barns, silos, outbuildings), fences, irrigation infrastructure, and appurtenances, except as expressly excluded below.

2. Purchase Price

Total Purchase Price: **** ().

- **Earnest money:** \$0.00 within 5 days.
- **Farm Credit / agricultural loan:** \$0.00.

3. Water Rights

Water rights are included in this sale. Seller shall convey all of Seller's right, title, and interest in the following water rights appurtenant to or used in connection with the Farm:

[DESCRIPTION OF WATER RIGHTS BEING CONVEYED]

Seller shall execute at closing all deeds, assignments, ditch-company stock transfers, permit-change applications, and other instruments necessary to transfer the water rights of record. Seller represents that, to Seller's knowledge, the water rights are in good standing, have not been abandoned or forfeited, and are free of liens except as disclosed. The Parties acknowledge that state water-rights administrators may require separate filings to perfect the transfer.

4. Mineral, Oil, and Gas Rights

Mineral rights reserved. Seller reserves all mineral, oil, gas, geothermal, and other subsurface rights. The surface estate may be subject to existing or future reasonable use by the mineral-estate owner.

5. Growing Crops, Stored Crops, and Equipment

Crops reserved. Seller may harvest growing crops at the time of closing. Harvest shall be completed within ninety (90) days after closing. Seller shall leave the Farm in a clean and workmanlike condition and provide reasonable notice before entry.

Equipment, livestock, and personal property: None — real property only.

6. Existing Leases and Government Program Contracts

None known.

Seller shall deliver within ten (10) days after the Effective Date copies of all cash-rent, crop-share, grazing, hunting, wind, solar, pipeline, and easement leases, and all CRP, WRP, EQIP, and other USDA/FSA/NRCS contracts. At closing, Seller shall assign such leases and contracts to the extent assignable and cooperate with successor-operator filings at the FSA county office.

USDA/FSA Cooperation. Seller shall sign successor-operator forms (FSA-578, FSA-211, and related), cooperate with CRP/EQIP contract transfers, and provide Buyer with all base-acre, yield, and program-payment records.

7. Agricultural Use and Environmental Disclosures

Seller represents, to Seller's knowledge: (a) the Farm has been operated in material compliance with applicable federal and state environmental, agricultural, and pesticide laws; (b) no underground storage tanks exist on the Farm except as disclosed; (c) no material spills or releases of hazardous substances; (d) Seller has delivered (or will deliver) any Restricted-Use Pesticide records required to transfer under state law; and (e) all wells are properly permitted and, if abandoned, have been abandoned in compliance with state regulations.

8. Contingencies

Financing contingency: 30 days. **Title review contingency:** 15 days after delivery of title commitment. **Appraisal contingency:** 21 days.

Due diligence. Buyer may conduct soils analysis, water testing, yield-history review, boundary/ALTA survey, Phase I ESA, wetlands delineation, and entitlement review through the Closing Date.

9. Closing

Closing shall occur on or before **** (the "Closing Date"). Seller shall convey by General Warranty Deed (or equivalent in [STATE]) and deliver an owner's title insurance policy. Closing costs per custom of [STATE]. Real property taxes, lease rents, CRP payments, and utilities shall be prorated as of closing.

10. Fair Housing; Non-Discrimination

This transaction is subject to the federal Fair Housing Act as applicable to any dwelling on the Farm, and USDA non-discrimination requirements for any USDA program benefits transferred.

12. Default and Remedies

Buyer default: Seller retains earnest money as liquidated damages. **Seller default:** Buyer may terminate and recover earnest money plus expenses, seek specific performance, or pursue other remedies.

13. Dispute Resolution

Mediation then arbitration in [VENUE CITY], [STATE].

Prevailing Party recovers attorney's fees.

14. General Provisions

Governing Law: [STATE]. **Entire Agreement; Counterparts; Electronic Signatures** under ESIGN/UETA. **Severability; Time is of the essence; Notices in writing.**

15. Signatures

Buyer

PRINTED NAME

SIGNATURE

DATE

Seller

PRINTED NAME

SIGNATURE

DATE